RESOLUTION NO. 10-319

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA AWARDING THE BID OF DOUGLAS N. HIGGINS, INC., FOR A CITY OF KEY WEST GENERAL SERVICES CONTRACT IN RESPONSE TO INVITATION TO BID (ITB) #10-015; 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 Douglas N. Higgins, Inc., for the General Services Contract (ITB #10-015), at the unit prices stated in the bid documents, is hereby awarded.

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 3rd day of November, 2010.

Authenticated by the presiding officer and Clerk of the Commission on November 4, 2010.

Filed with the Clerk November 4, 2010.

CRAIG CATES, MAYOR

ATTEST:

CHERYL SMITH, CITY CLERK

THE CITY OF KEY WEST
Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3792

EXECUTIVE SUMMARY

MEMORANDUM

TO: Jim Scholl, City Manager

FROM: Doug Bradshaw, Senior Project Manager

DATE: October 18, 2010

SUBJECT: Award of Bid ITB # 10-015: General Services Contract

ACTION STATEMENT:
Award of ITB # 10-015: General Services Contract to Douglas N. Higgins and authorize City Manager to enter into a contract.

BACKGROUND:
The General Services Contract has been an on going contract, under various names since 1992. The City of Key West maintains a General Services Contract which is competitively bid for the purpose of general installation, repair and replacement of storm and sanitary sewer systems, installation of storm water injection wells, paving, sidewalks and other miscellaneous municipal work for a contract time of three years with an option to extend for two years at the unit prices stated in the Bid plus annual CPI-U US increases. The City of Key West will establish the locations and scope of work, as repair work becomes necessary. Work Orders will be issued which will identify the scope for each specific project.

On October 6, 2010, the City received two (2) bids for ITB # 10-015: Charley Toppino and Sons and Douglas N. Higgins. Douglas N. Higgins bid was considered responsive to the requirements of the bid. Staff has had to get clarification from Charley Toppino and Sons on their bid form for Items 14e – no bid amount, 27f – no bid amount , 39d – no bid amount, 47a-h – lump sums were given when bid asked for linear feet. Staff will seek City Commission approval to waive these deficiencies in the bid and accept the bid. The ITB allows for the option to award to more then one bidder. As a Work Order is developed, unit prices from both bids will be reviewed and the Work Order will be issued to the contractor with the overall lowest cost (Award to additional contractor is covered in separate Resolution).

PURPOSE & JUSTIFICATION:
The General Services Contract allows for timely completion of projects, emergency repairs, and is typically more cost-effective to the City then having to bid out each

project.

OPTIONS:
There are two options (Award to additional contractor is covered in separate Resolution):

1. Award of ITB # 10-015: General Services Contract to Douglas N. Higgins.
2. Do not award ITB # 10-015: General Services Contract to Douglas N. Higgins.

ADVANTAGES/DISADVANTAGES
Option 1: Douglas N. Higgins has worked with the City on numerous projects for many years. They have been responsive under their contract.

Additional if the City chooses to award to both contractors (Award to additional contractor is covered in separate Resolution), the City will be able to compare cost for a Work Order and issue to the lowest bidder. Work Order may be issued to different Contractors depending on unit prices that were submitted for the work contemplated in the Work Order

Option 2: The City will only be able to issue Work Orders to one contractor. Total cost for that Work Order may be higher then expected based on the unit prices appropriate for that Work Order.

FINANCIAL IMPACT:
Award of ITB # 10-015: General Services Contract has no financial impact to the City until a Work Order is issued.

RECOMMENDATION:
City Staff recommends Option 1: Award of ITB # 10-015: General Services Contract to Douglas N. Higgins for the unit prices submitted in the bid and authorize City Manager to enter into a contract.

CONTRACT

This Contract, made and entered into this 1st day of Dec 2010, by and between the **CITY OF KEY WEST**, hereinafter called the "Owner", and **DOUGLAS N. HIGGINS** 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 each issued Work Order, to the extent of the BID made by the Contractor, dated this 29th day of September 2010, all in full compliance with the Contract Documents referred to herein:

BIDDING REQUIREMENTS, CONTRACT FORMS, CONDITIONS OF THE CONTRACT, TECHNICAL SPECIFICATIONS, AND DRAWINGS, 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 and per each issued Work Order, the Owner agrees to pay to the Contractor the unit prices amount 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 in the Work Order, and to accept as full payment hereunder the amounts 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 required two (2) year warranty period after the date of final acceptance of the work by the Owner, and further agrees to indemnify and hold harmless the Owner from any costs encountered in remedying such defects.

In the event that the Contractor shall fail to complete the work within the time limit or the

extended time limit agreed upon, as more particularly set forth in the Work Order, liquidated damages shall be paid at the rate of five hundred dollars ($500.00) per calendar day. Sundays and legal holidays shall be included in determining days in default.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same, this 1st day of Dec 2010.

Attest: Cheryl Smith

Cheryl Smith, City Clerk

By:

Jim Scholl, City Manager

Contractor: Douglas N. Higgins, Inc

By: Kelly A. Wilkie

Print Name: Kelly A. Wilkie

Title: Vice-President

Witness: R Suzanne Hawker

Print Name: R Suzanne Hawker

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

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

Business Name	DOUGLAS N HIGGINS INC. CtlNbr:**0004241**
Location Addr	3390 TRAVIS POINTE STE A RD
Lic NBR/Class	**11-00004242** CONTRACTOR - CERT UNDERGROUND UTILITY
Issue Date:	July 14, 2010 **Expiration Date:** September 30, 2011
License Fee	$309.75
Add. Charges	$0.00
Penalty	$0.00
Total	$309.75

Comments: _____

_____

This document must be prominently displayed.

DOUGLAS N HIGGINS INC.
3390 TRAVIS POINTE RD STE A

ANN ARBOR MI 48108

DOUGLAS N HIGGINS,INC
Oper: CWALKER Type: GC Drawer: 1
Date: 7/15/10 51 Receipt no: 90571
2011 4242
OR LIC OCCUPATIO 1 $309.75
Trans number: 2508461
CK CHECK 13742 $309.75

Trans date: 7/15/10 Time: 11:25:41

OP ID: AV

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/19/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hylant Group Inc - Ann Arbor 24 Frank Lloyd Wright Dr J4100 Ann Arbor, MI 48105 David Harlock 734-741-0044 734-741-1850	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: HIGGI-5
INSURED Douglas N. Higgins, Inc. 3390 Travis Pointe, Suite A Ann Arbor, MI 48108	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Continental Insurance Company — 035289 INSURER B: Nat'l Fire Ins Co of Hartford — 020478 INSURER C: Valley Forge Insurance Co — 020508 INSURER D: Continental Casualty Company — 020443 INSURER E: RSUI Indemnity Co — 22314 INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Includes XCU X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			U1061922047	12/10/09	12/10/10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 200,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			U1061922033	12/10/09	12/10/10	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
D	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE X RETENTION $ 10,000			U1061922050	12/10/09	12/10/10	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC161922016	12/10/09	12/10/10	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 1,000,000
E	Professional and Pollution Liab			PEC0025095	12/10/09	12/10/10		2,000,000 25,000 ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Job - General Services Contract, ITB #10-015. Additional Insureds for General Liability and Automobile Liability, as required by written contract - City of Key West, Florida, Engineer, their officers, agents and employees.

CERTIFICATE HOLDER

KEYWE01

City of Key West, Florida
City Hall
525 Angela Street
Key West, FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CONSTRUCTION WORK ORDER

Contract Title: General Services Contract for the City of Key West

Work Order Title: Pump Station "F" Force Main (FM)

Work Order No: 2010-001

Project Number: SE1101

This Work Order is an authorization to proceed with sewer pipe installation along 14th Street under the General Services Contract between the City of Key West and Douglas N. Higgins, Inc. dated November 4, 2010. All work shall be executed under the provisions of the General Services Contract except as adjusted within this work order.

The Scope of Work is described as follows:

Pump Station "F" Force Main (FM). The buried FM will be located on 14th Street and run from Pump Station "F" (at the northwest corner of the intersection of Flagler and 14th Street) to the intersection of 14th Street (Glenn R. Archer Jr. Drive) and N. Roosevelt Boulevard.

The project is anticipated to consist of approximately 2,900 lineal feet of 16-inch C905 pipe with minimum 36" of cover per City of Key West typical pipe installation (see attached). The project will include some restrained joint sections, fittings, valves and appurtenances. Also, included is removal and replacement of asphalt, excavation, trench backfill and disposal of excess material. The FM will have a blind flange installed at the intersection of 14th Street and North Roosevelt Boulevard and be connected to the pump station discharge by installing a tee and appropriate valving.

Total Cost of Work Order #2010-001: $844,775 (Including a $76,797.76 contingency)

CONTRACTOR'S DECLARATION AND UNDERSTANDING

The contractor declares that he has carefully examined the drawings and technical specifications titled "Pump Station F Force Main" from CH2M Hill dated August 2010, the Contract Documents, including this Work Order, that he has personally inspected the potential sites and the overall project area in general, that he has satisfied himself as to the quantities that may be involved, including materials and equipment, and conditions of work that may be 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 that general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Work Order is made according to the provisions and under the terms of the General Services Contract Documents between the City of Key West and Douglas N. Higgins, Inc. which this Work Order is hereby made a part of.

UNIT PRICE ITEMS

The contractor further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The amount shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.

Unit prices for items already established in the General Services Contract shall be identical to those provided in this Work Order.

The cost of items not established in the General Services Contract shall be established according to the Contract Documents. The contractor shall provide with this Work Order submittal a complete breakdown of the costs for labor, equipment, and material for these supplemental work items. Unit prices for labor and equipment shall be identical to those established in the General Services Contract, where applicable. Costs for labor, equipment, and materials not established in the General Services Contract shall be supported by documentation submitted with this Work Order.

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 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 $1,000 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 $750 for each day that expires after the time specified for completion and readiness for final payment. Liquidated damages shall run concurrent.

ACCEPTANCE

By signature, the parties each accept the provisions of this work order and authorize Douglas N. Higgins to proceed at the direction of the City's representative in accordance with the General Services Contract between the City of Key West and Douglas N. Higgins

The City of Key West in issuing the above described Work Order authorizes Douglas N. Higgins to proceed with the work as of this day 12/13/2010 and to achieve substantial completion within 100 days, and fully complete the work within 120 days. The completion date for this Work Order is April 12, 2010.

DOUGLAS N. HIGGINS, INC.

By: James H. Sweet, VICE-PRESIDENT
JAMES H. SWEET

Date: 16 DECEMBER 2010

CITY OF KEY WEST

JKScholl

By: Jim Scholl
City Manager

Date: 28 Dec 2010

PERFORMANCE BOND

BOND NO. 35BCSFD7648
AMOUNT: $ 844,775.00

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, Douglas N. Higgins, Inc.
with offices at 3390 Travis Pointe, Suite A, Ann Arbor, MI 48108
hereinafter called the CONTRACTOR (Principal), and
Hartford Accident and Indemnity Company
with offices at PO Box 2103, 690 Asylum Ave., Hartford, CT 06115
a corporation duly organized and existing under and by virtue of the laws of the State of Florida, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound unto **CITY OF KEY WEST,** represented by its _____, hereinafter called the CITY (Obligee), in the sum of: Eight Hundred Forty-Four Thousand Seven Hundred Seventy-Five DOLLARS ($ 844,775.00), lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

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

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

1. Shall in all respects comply with the terms and conditions of said Contract and his obligation there under, including the Contract Documents (which include the plans, drawings, specifications, and conditions as prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the above CITY, the bid and contract performance and payment bonds, and all addenda, if any, issued prior to the opening of bids), being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying PRINCIPAL with labor, materials, or supplies, used directly or indirectly by PRINCIPAL in the prosecution of the work provided for in the contract; and

3. Pays CITY all losses, costs, expenses, damages, attorney's fees, including appellate proceedings, injury or loss of whatever kind and however arising including, without limitation, delay damages to which said CITY may be subject by reason of any wrongdoing, misconduct, want of care or skill, negligence, failure of performance, breach, failure to petition within the prescribed time, or default, including patent infringements, on the part of said CONTRACTOR, his agents or employees, in the execution or performance of said Contract; and

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

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

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

IN WITNESS WHEREOF, the above parties bonded together have executed this instrument this 15th day of December, 20 10, 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.

Douglas N. Higgins, Inc.
CONTRACTOR

By: James H. Sweet, Vice President
JAMES H. SWEET

(SEAL)

ATTEST

R. Suzanne Hawker

Hartford Accident and Indemnity Company
SURETY

By: Heather M. Johnson
Attorney in Fact

(SEAL)

ATTEST

PAYMENT BOND

BOND NO. 35BCSFD7648
AMOUNT: $ 844,775.00

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, Douglas N. Higgins, Inc.
with offices at 3390 Travis Pointe, Suite A, Ann Arbor, MI 48108
hereinafter called the CONTRACTOR, (Principal), and Hartford Accident and Indemnity Company
with offices at PO Box 2103, 690 Asylum Avenue, Hartford, CT 06115
a corporation duly organized and existing under and by virtue of the laws of the State of CT , hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound CITY OF KEY WEST, represented by its _____, hereinafter called the City (Obligee), in the sum of: Eight Hundred Forty-Four Thousand Seven Hundred Seventy-Five DOLLARS ($ 844,775.00), lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, and the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract for Pump Station F Force Main attached hereto, with the CITY, dated , 20_____, to furnish at his own cost, charges, and expense the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the plans, drawings (if any), and specifications prepared by the CITY, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative hereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein.

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR shall in all respects comply with the terms and conditions of said Contract and his obligation thereunder, including the Contract Documents (which include the plans, drawings, specifications, and conditions prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the CITY, the bid and contract and payment bonds, and all addenda, if any, issued prior to the opening of bids), and further that if said CONTRACTOR shall promptly make payments to all persons supplying materials, equipment, and/or labor, used directly or indirectly by said CONTRACTOR or subcontractors in the prosecution of the work for said contract is accordance with Florida Statutes, Section 255.05 or Section 713.23, then this obligation shall be void; otherwise to remain in full force and effect for the term of said contract, including and all guarantee periods as specifically mentioned in said Contract Documents.

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

this Bond, and the said SURETY does hereby waive notice of any such changes, extension of time, alternations, or additions of the terms of the Contract, or to the work, to the Contract Documents, or to the specifications.

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

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this 15th day of December, 20 10, 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.

Douglas N. Higgins, Inc.
CONTRACTOR

By: James H Sweet, Vice President
JAMES H. SWEET

(SEAL)

ATTEST
R. Suzanne Hawker

Hartford Accident and Indemnity Company
SURETY

By: Heather M. Johnson
Heather M. Johnson
Attorney in Fact

(SEAL)

ATTEST

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-4
P.O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code: 35-350851**

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

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

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

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

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

Paul A. Bergenholtz, Assistant Secretary

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

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

Scott E. Paseka
Notary Public
My Commission Expires October 31, 2012

CERTIFICATE

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of December 15, 2010.

Signed and sealed at the City of Hartford.

Gary W. Stumper, Assistant Vice President

OP ID: AV

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/09/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hylant Group Inc - Ann Arbor 24 Frank Lloyd Wright Dr J4100 Ann Arbor, MI 48105 David Harlock	734-741-0044 734-741-1850
CONTACT NAME:	
PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:	
PRODUCER CUSTOMER ID #: HIGGI-5	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Insurance Company	035289
INSURER B : Valley Forge Insurance Co	020508
INSURER C : Continental Casualty Company	020443
INSURER D : Greenwich Insurance Company	22322
INSURER E :	
INSURER F :	

INSURED: Douglas N. Higgins, Inc.
3390 Travis Pointe, Suite A
Ann Arbor, MI 48108

COVERAGES | CERTIFICATE NUMBER: | REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Includes XCU [X] Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC			U1061922047	12/10/10	12/10/11	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 200,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			U1061922033	12/10/10	12/10/11	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $ $	$ 1,000,000 $ $ $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DEDUCTIBLE [X] RETENTION $ 10,000			U1061922050	12/10/10	12/10/11	EACH OCCURRENCE AGGREGATE $ $	$ 10,000,000 $ 10,000,000 $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC161922016	12/10/10	12/10/11	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 1,000,000
D	Professional and Pollution Liab			PEC0025095	12/10/10	12/10/11		2,000,000 25,000 ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Job - General Services Contract, ITB #10-015. Additional Insureds for General Liability and Automobile Liability, as required by written contract - City of Key West, Florida, Engineer, their officers, agents and employees.

CERTIFICATE HOLDER

KEYWE01

City of Key West, Florida
City Hall
525 Angela Street
Key West, FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783
(850) 487-1395

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

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto **www.myfloridalicense.com**. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA AC# 4991244
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CGC060189 06/10/10 098174528
CERTIFIED GENERAL CONTRACTOR
HIGGINS, DANIEL NORMAN
DOUGLAS N HIGGINS INC
IS CERTIFIED under the provisions of Ch. 489 FS
Expiration date: AUG 31, 2012 L10061000821

DETACH HERE

AC# 4991244

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD
SEQ# L10061000821

DATE	BATCH NUMBER	LICENSE NBR
06/10/2010	098174528	CGC060189

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

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

CHARLIE CRIST
GOVERNOR

CHARLIE LIEM
INTERIM SECRETARY

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

Business Name: DOUGLAS N HIGGINS INC

RECEIPT# 30140-62369

Owner Name: DOUGLAS N HIGGINS, JAMES SWEET QUALIFIER
Mailing Address: 3390 TRAVIS POINTE RD
Ste A
ANN ARBOR, MI 48108

Business Location: MO CTY
KEY WEST, FL 33040
Business Phone: 305-294-3355
Business Type: CONTRACTORS
(UNDERGROUND UTILITY)

Rooms	Seats	Employees	Machines	Stalls
		5		

STATE LICENSE: CUC057447 EXP 8-31-8

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

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

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

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

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

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

MONROE COUNTY BUSINESS TAX RECEIPT

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

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

Business Name	DOUGLAS N HIGGINS INC. CtlNbr:0004241
Location Addr	3390 TRAVIS POINTE STE A RD
Lic NBR/Class	11-00004242 CONTRACTOR - CERT UNDERGROUND UTILITY
Issue Date:	July 14, 2010 **Expiration Date:**September 30, 2011
License Fee	$309.75
Add. Charges	$0.00
Penalty	$0.00
Total	$309.75

Comments: _____

_____

This document must be prominently displayed.

DOUGLAS N HIGGINS INC.
3390 TRAVIS POINTE RD STE A

ANN ARBOR MI 48108

DOUGLAS N HIGGINS,INC
Oper: CWALKER Type: OC Drawer: 1
Date: 7/15/10 51 Receipt no: 90571
2011 4242
OR LIC OCCUPATIO 1 $309.75
Trans number: 2588461
CK CHECK 13742 $309.75

Trans date: 7/15/10 Time: 11:25:41

HYLANT GROUP

Mailing Address
24 Frank Lloyd Wright Dr.
PO Box 541
Suite J4100
Ann Arbor, MI 48106

Phone List

7/10/2007

STAFF	INIT	TAM ID	EXT	DID NUMBER	CELL NUMBER
Abick, George	GGA	GA	1004	662-1027	313-408-9419
Barroso, Andre	AAB	9U	1314	662-1443	
Baumgartner, Jeremy	JSB		1850	662-1953	734-474-3332
Bemis, Cheryl	CAB	AG	1006	662-1062	517-605-4092
Berzanskis, Daina	DSB		1329	662-1594	
Buckbee, John	JWB	BN	1502	662-1784	
Burkeen, Sue	GSB	9B	1501	662-1770	
Bycraft, Karmel	KJB	DI	1113	662-1217	
Cameron, Tammy	TVC	QY	1310	662-1276	734-476-4640
Castle, Diana	PDC		1204	662-1427	
Charron, Elaine	EKC	AX	1326	662-1571	
Church, Theresa	TMC	F1	1328	662-1586	
Collins, Karen	KMC	DD	1323	662-1526	
Crisan, Bob	RCC	HI	1402	662-1629	248-245-2296
Daniels, Pat	PDD	EN	1102	662-1139	734-417-0159
Davis, Pat	PAD	EI	1400	662-1618	734-255-9034
Dixon, JPaul	JPD	BV	1305	662-1368	734-330-9311
Eilola, Lea	LKE	E6	1115	662-1244	
Ferguson, Kay	KMF	DQ	1117	662-1248	
Fleenor, Michelle	MMF	SQ	1201	662-1301	
Foldenauer, Denise	DAF		1403	662-1654	248-444-9136
Giles, Amy	APG		1406	662-1320	248-342-7311
Glenn, Courtney	CEG	AI	1110	662-1202	
Haddon, Chalene	CMH	H2	1319	662-1494	
Hardy, Amy	ALH	18	1312	662-1705	
Harlock, David	DAH	FG	1303	662-1352	734-255-0661
Hindle, John	JPH	HZ	1001	662-1960	734-645-9846
Bonds → Hines, Dan	DGH	AO	1308	662-1418	734-255-0949 734 709 0086
Hollister, Jodi	JLH	HO	1411	662-1726	
Holloway, Mark	MDH	E8	1100	662-1104	734-748-3010
Ish, Deanna	DSI	AU	1413	662-1732	
Jenner, Rob	ROJ	F5	1316	662-1483	
Johnson, Heather	HMJ	U1	1322	662-1525	
Johnson, Lisa	LLJ	E7	1324	662-1544	

STAFF	INIT	TAM ID	EXT	DID NUMBER	CELL NUMBER
Jordan, Patty	PAJ	ER	1313	662-1442	
Laine, Melissa	MRL		1331	662-1699	
Levine, Jason	JL	FA	1412	662-1728	
Lighthall, Bill	CWL	IB	1401	662-1806	734-645-9844
Lyle, Bill	WCL		1309	662-1435	734-904-5197
Macklem, Judy	JKM	CV	1005	662-1034	734-255-4352
Mahakian, Terri	TLM	FO	1320	662-1506	734-904-3723
McDaniel, Pat	PJM		1318	662-1491	419-309-5709
Meldrum, Nancy	NJM	EC	1315	662-1447	
Merkel, Kelly	KJM	IS	1503	662-1794	
Miller, Diane	DMM	G8	1306	662-1386	734-377-4573
Miller, Doug	DJM		1304	662-1359	734-276-0446
Miller, Mark	MM		1003	662-1003	734-474-8474
Neff, Debbie	DAN	AV	1325	662-1565	
O'Malley, Kyle	KTO	EY	1301	662-1339	734-904-8413
Osentoski, Kristin	KJO	E5	1112	662-1208	
Peters, Tom	TMP	F2	1311	662-1429	
Petterle, Brian	BJP	IC	1404	662-1656	734-645-9843
Pufford, Cynthia	CBP	AN	1105	662-1154	734-646-1391
Robinson, Carolyn	CDR	VO	1120	662-1428	
Savage, Patrick	PNS	1Q	1002	662-1022	734-649-1956
Schork, Mike	MAS	ID	1200	662-1297	734-255-0312
Schubring, Heidi	HNS		1410	662-1721	
Secco, Heather	HDS	RX	1414	662-1735	
Shelley, Ben	BMS		1101	662-1269	
Sherman, Sue	SMS	EZ	1116	662-1246	
Stannis, Cathy	CES	9Z	1321	662-1508	
Van Acker, Candy	CVA	9X	1500	662-1757	
Van Acker, Lindsay	LVA	IR	1000	741-0044	
Vaughan, Pat	PAV	EL	1300	662-1338	734-604-9404
Westfall, Pat	PMW		1317	662-1305	
Wilson, Nikki	NRW	EF	1118	662-1249	
Wisniewski, Mary	MAW	E9	1119	662-1258	
Youngs, Carol	CJY	9Y	1330	662-1617	

CLD CLIENTS - Client Split

*Note: check APPLIED for Acct Mgr.

PLD SP & MP Clients (Internal Use Only)

A-GRE	Carolyn (1120)
GRIE-NIEL	Kristin (1112)
NIEM-Z	Diana (1204)
VIP Clients	Sue (1116)

Back-up is Mark H.(1100)

CLAIMS CALLS

Liab & Prop / Auto W & F	MAM
WC, Prop, PIP / Auto T & Th	NRW
All Back-up / Auto Monday	CBP

24/7 Emergency Claim Phone: (734)645-4880

NEW BUSINESS

CLD - Mark Holloway ext:1100

PLD - Ben Shelley (1101), Pat Daniels Voice Mail (1102) or Mark Holloway (1100) when Pat and Ben are out.

Conference Rooms		Copy Rooms	
Big House	1601	Room 1	1701
Tree House	1600	Room 2	1702
Wheel House	1602	Quiet Room	1705
Glass House	1603	**Misc Rooms**	
Power House	1604	Server	1700
Road House	1606	Storage 1	1703
Break Room	1605	Storage 2	1704

Misc Numbers

734-741-0044	Main	Toledo #
734-741-1850	Fax	419-255-1020

*******EMERGENCY 734-930-4444*******

CONTRACT DOCUMENTS

GENERAL SERVICES CONTRACT
AUGUST 2010
ITB No. 10-015

MAYOR: CRAIG CATES

COMMISSIONERS:

TERI JOHNSTON

BILLY WARDLOW

MARK ROSSI

CLAYTON LOPEZ

JIMMY WEEKLEY

BARRY GIBSON

PREPARED BY:
CITY OF KEY WEST
GENERAL SERVICES

CITY OF KEY WEST

KEY WEST, FLORIDA

BID DOCUMENTS

FOR

GENERAL SERVICES

CONTRACT 2010
Bid No. 10-015

****

CONSISTING OF:
BIDDING REQUIREMENTS
CONTRACT FORMS

****

CITY OF KEY WEST
GENERAL SERVICES
KEY WEST, FLORIDA

August 29, 2010

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PART 1

BIDDING REQUIREMENTS

INVITATION TO BID

Sealed Bids for the General Services Contract, Invitation to Bid # 10-015, addressed to the City of Key West, will be received at the office of the City Clerk, City of Key West, 525 Angela St., Key West, Florida, until 3:00 p.m., local time, on the 29th day of September 2010, and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

The City retains the right to award bid to multiple bidders that best meet the needs of the City. In the event award is made to multiple bidders, a Work Order will be issued to the Bidder who is able to perform the work within the specified time and whose overall bid price for that Work Order based on submitted unit prices is the lowest.

This contract is an indefinite quantities contract for needed construction and repairs. The project contemplated consists of items of work required for the general installation, repair and replacement of storm and sanitary sewer systems, installation of storm water injection wells, paving, sidewalks and other miscellaneous municipal work for a contract time of three years with an option to extend for two years at the unit prices stated in the Bid plus annual CPI-U US increases. The City of Key West will establish the locations and scope of work, as repair work becomes necessary. Work Orders will identify the scope for each specific project.

Bid Documents may be obtained from Demand Star by Onvia. Please contact Demand Star at www.demandstar.com or call 1-800-711-1712.

Each Bid must be submitted on the prescribed forms.

One (1) original, one (1) copy, and 2 CD or flash-drive copies in PDF format of the Bid are to be submitted in two sealed envelopes, one within the other, clearly marked on the outside "IB #10-015: GENERAL SERVICES CONTRACT", and addressed to the City Clerk.

Bidders must hold and furnish documentation of all Federal and State of Florida licenses, certifications, registrations or competency cards required in order to Bid and perform the work specified herein.

The successful Bidder(s) will be required to show that he/she is in compliance with the provisions of Chapter 66 of the Code of Ordinances of the City of Key West within 10-days of Notice of Award. The successful Bidder(s) must demonstrate that he/she holds, as a minimum, the following licenses and certificates:

A. City of Key West License as defined in the Code of Ordinances, Chapter 66, enabling the Contractor to perform the work stated herein.

B. A valid Certificate of Competency issued by the Chief Building Official of the City of Key West, which shall be valid throughout the contract time.

C. A valid Business Tax Receipt issued by the City of Key West.

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

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

For information concerning this bid contact Doug Bradshaw, Senior Project Manager, at (305) 809-3792.

Prior to award by the CITY the successful Bidder(s) must be able to prove that Bidder(s) held State Licenses prior to submittal of Bid as would be required to perform work herein. Within 10-days after issuance of the Notice of Award, the successful Bidder(s) must be able to prove that Bidder(s) holds City Licenses as would be required to perform work herein. Any permit and/or license requirement and subsequent costs are located within the Bid document. The successful Bidder(s) must also be able to satisfy the City Attorney as to such insurance coverage, and legal requirements as may be demanded in Bid. The CITY may reject Bids: (1) for budgetary reasons, (2) if the Bidder misstates or conceals a material fact in its Bid, (3) if the Bidder does not strictly conform to the law or is non-responsive to Bid requirements, (4) if the Bid is conditional, (5) if a change of circumstances occurs making the purpose of the Bid unnecessary or (6) if such rejection is in the best interest of the CITY. The CITY may also waive any minor informalities or irregularities in any Bid.

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS

A. FORMAT

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

B. DOCUMENT INTERPRETATION

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

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the ENGINEER, in writing at least fifteen (15) working days prior to bid opening an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing in the form of Addenda to the Documents, which will be furnished to all registered holders of Contract Documents. Bidders shall submit with their Bids, or indicate receipt of, all Addenda. The OWNER will not be responsible for any other explanation or interpretations of said Documents.

C. DRAWINGS

Drawings and/or details applicable to each project will accompany each work order.

2. GENERAL DESCRIPTION OF THE PROJECT

A general description of the anticipated work to be done is contained in the Invitation to Bid.

3. QUALIFICATION OF CONTRACTORS

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

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

4. BIDDER'S UNDERSTANDING OF WORK ORDERS

Each Bidder must inform himself of the conditions relating to the execution of the work, and it is assumed that he will inspect the site and make himself thoroughly familiar with all the requirements of a Work Order. Failure to do so will not relieve the successful Bidder of his

obligation to enter into a Work Order and complete the contemplated work in strict accordance with the Contract/Work Order Documents. It shall be the Bidder's obligation to verify for himself and to his complete satisfaction all information concerning site and subsurface conditions.

The OWNER will make available to prospective Bidders upon request and at the office of the ENGINEER, prior to bid opening, any information such as Contract General Conditions, Insurance Requirements, Technical Specifications, etc. that Bidder feels is necessary to submit a full and complete bid. Bidder will be held to these standards will completing a Work Order.

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

Logs of test borings, geotechnical reports, or topographic maps showing a record of the data obtained by the ENGINEER's investigations of surface and subsurface conditions that are made available shall not be considered a part of the Work Order, said logs representing only the opinion of the ENGINEER as to the character of the materials encountered by him in his investigations and are available only for the convenience of the Bidders.

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

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

5. TYPE OF BID

A. UNIT PRICE

The Bid for the work is to be submitted on a unit price basis. Unit prices shall be submitted for all items of work set forth in the Bid. Payment to the CONTRACTOR will be made on the measurement of the work actually performed by the CONTRACTOR as specified in the Work Order.

6. PREPARATION OF BIDS

A. GENERAL

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

Any Bid shall be deemed informal or nonresponsive which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published Invitation to Bid. These type bids will not be accepted.

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

B. SIGNATURE

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

C. INDEFINITE QUANTITIES

This is an "Indefinite Quantities" Contract with no fixed Contract price. The actual amount of work to be performed and the time of such performance will be determined by the OWNER or his properly authorized representative who will issue written Work Orders to the CONTRACTOR. The only work authorized under this Contract is that which is performed upon receipt of such a Work Order.

D. SPECIAL BIDDING REQUIREMENTS

The Bidder shall submit with his Bid his experience record showing his experience and expertise in installation, repair, and replacement and cleaning of storm and sanitary sewers as well as installation, repair and replacement of roads and sidewalks. Such experience record shall provide at least five current or recent projects of similar work preferably within Florida or the southeastern United States. For each project the

following information shall be provided:

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

E. ATTACHMENTS

Bidder shall complete and submit the following forms with his Bid or as otherwise identified in the Bid document:

1. Bid and Bid Form,
2. Sworn statement under section 287.133(3)(a) Florida Statutes, on public entity crimes,
3. Anti-Kickback Affidavit
4. Local Vendor Certification
5. City of Key West Indemnification Form
6. A description of any previous or existing legal action against the Bidder within the past three (3) years. If none, Bidder shall state this fact.
7. All Bidders shall include with their Bid package their complete Bid on a CD or flash-drive in PDF format (two CDs or flash-drives are required with the Bid)

7. STATE AND LOCAL SALES AND USE TAXES

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

8. SUBMISSION OF BIDS

All Bids must be submitted not later than the time prescribed, at the place, and in the manner set forth in the ITB. Bids must be made on the Bid Forms provided herewith.

Each Bid must be submitted in two sealed envelopes, one within the other, so marked as to indicate the Bidder's name and its contents without being opened, and addressed in conformance with the instructions in the ITB. One original, one copy, and 2 CD or flash-drive copies are required.

9. MODIFICATION OR WITHDRAWAL OF BIDS

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

10. BID SECURITY (NOT APPLICABLE FOR THIS BID)

Bid or BID security shall be by cash, by certified or cashier's check, by a Bid bond or an irrevocable letter of credit made payable to the city and provided by a surety company authorized to do business as a surety in the state in the amount of 5 percent of the total amount of the Bid submitted. This bid security shall be given as a guarantee that the Bidder will not withdraw his Bid for a period of 60 days after bid opening and that if awarded the Contract the successful Bidder will execute the attached Contract and furnish properly executed Performance and Payment Bonds, each in the full amount of the Contract price within the time specified.

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

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

11. RETURN OF BID SECURITY (NOT APPLICABLE)

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

12. AWARD OF CONTRACT

Within 90 calendar days after the opening of Bids the OWNER will accept one or more of the Bids. The acceptance of the Bid will be by written notice of award mailed to the office designated in the Bid or delivered to the Bidder's representative.

It is the City intent to award to more then one bidder. Upon development of a Work Order the City will take unit prices from all successful bidders' bid forms to determine a cost for that Work Order. The lowest cost Bidder will be issued that particular Work Order.

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

13. BASIS OF AWARD

The award will be made by the OWNER on the basis of that Bid from responsive, responsible Bidders which, in the OWNER's sole and absolute judgment will best serve the interest of the OWNER as described in the City's Code of Ordinances. Local Preference as described in Item 14 under Conditions of Bid will apply to this bid.

14. EXECUTION OF CONTRACT

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

15. CONTRACT BONDS

A. PERFORMANCE AND PAYMENT BONDS FOR WORK ORDERS

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

B. POWER-OF-ATTORNEY

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

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

C. UNIT PRICES FOR BONDS

Because of the nature of this Contract the CONTRACTOR shall provide unit prices in the Bid for providing the Performance and Payment Bonds. When a specific Work Order is authorized the unit price for providing the Performance and Payment Bonds will be considered in the total cost of that Work Order.

16. FAILURE TO EXECUTE CONTRACT AND FURNISH BOND

The Bidder who has a Work Order task to him and who fails to promptly and properly execute the Work Order or furnish the required Bonds shall forfeit their opportunity to complete the Work Order.

17. PERFORMANCE OF WORK BY CONTRACTOR

The CONTRACTOR shall perform on the site and with his own organization labor equivalent to at least 40 percent of the total amount of the work to be performed under this Contract. If, during the progress of the work hereunder, the CONTRACTOR requests a reduction of such percentage and the ENGINEER determines that it would be to the client's advantage the percentage of the labor required to be performed by the CONTRACTOR's own organization may be reduced; PROVIDED prior written approval of such reduction is obtained by the CONTRACTOR from the ENGINEER.

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

18. TIME OF COMPLETION

The time of completion of the work to be performed under this Contract is the essence of the Contract. Delays and extensions of time may be allowed in accordance with the provisions stated in the General Conditions. The time allowed for the completion of the work authorized by a Work Order will be stated in that particular Work Order.

When the CONTRACTOR receives a signed Work Order he shall commence work as soon as possible and shall complete all work within the number of calendar days stipulated in that particular Work Order.

Should the CONTRACTOR disagree with the time of completion for a specific Work Order he shall prior to starting work make a written claim to the ENGINEER and OWNER for an extension in the time of completion. If, in the opinion of the ENGINEER, the CONTRACTOR presents sufficient evidence to justify the claim an extension in the time of completion will be allowed for the period determined by the ENGINEER.

19. PAYMENT TERMS

The Contractor will bill the City on a monthly basis. Terms of payment will be a maximum of 45 days from receipt of invoice. The Contractor may bill the City on a more frequent basis if agreed upon by the Project Manager. The Contractor may also bill the City for materials on site once proof of delivery and storage is provided.

20. LICENSES, PERMITS, AND FEES

The Contractor is responsible for identifying, obtaining and paying for all licenses and permits from Federal, State, and Local agencies required to perform the work as stated in the sections of this Bid document. The licenses, permits, and fees that are required by the City of Key West are listed below. The Contractor shall verify the list with the appropriate City of Key West Departments.

21. STANDARD INSURANCE AND LIABILITY REQUIREMENTS

The Contractor is responsible for obtaining and paying for all insurances required to perform the work as stated in the sections of this Bid document. Cost for such insurances shall be included in the Unit Prices. The Standard Insurances that are required by the City of Key West are listed below.

CITY OF KEY WEST LICENSES, PERMITS, AND FEES

Pursuant to the Public Bid Disclosure Act, each license, permit, or fee a Contractor will have to pay the City of Key West before or during construction or the percentage method or unit method of all licenses, permits, and fees REQUIRED BY THE CITY OF KEY WEST and payable to the City by virtue of this construction as part of the Contract is as follows:

- Key West, Business Tax Receipt – Fees dependant on square footage leased and range from $115.00 to $800.00 per year.
- Appropriate Contractors License

Note: Contractor shall verify each license, permit, or fee before submitting the Bid.

LICENSES, PERMITS, AND FEES THAT MAY BE REQUIRED BY THE STATE OF FLORIDA, STATE AGENCIES, OR BY OTHER LOCAL GOVERNMENTAL ENTITIES ARE NOT INCLUDED IN THE ABOVE LIST.

STANDARD INSURANCE AND LIABILITY REQUIREMENTS

Workers' Compensation: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws. The coverage must include Employer's Liability with a limit of $1,000,000.00 each accident.

Comprehensive General Liability: Coverage shall have minimum limits of $2,000,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations; Independent Contractors; Products and/or Completed Operations; Broad Form Property Damage, XCU and a Contractual Liability endorsement.

Business Auto Liability: Shall have a minimum limit of $1,000,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and property Damage Liability. This shall include: Owned Vehicles, Hired and Non-Owned Vehicles and Employees Non-Ownership.

Excess/Umbrella Liability shall have minimum limits of $2,000,000 per occurrence/aggregate.

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

It shall be the responsibility of the CONTRACTOR to ensure that all subcontractors comply with the same insurance requirements that he is required to meet.

CONDITIONS OF BID
CITY OF KEY WEST

1. PREPARATION OF BIDS:

Bids will be prepared in accordance with the following:

a. The enclosed Bid Response Form is to be used, other forms may be rejected.
b. All information required by the Bid form shall be furnished. The BIDDER shall print or type his/her name and manually sign the Bid Response Form plus each continuation sheet on which an entry is made.
c. Bid delivery time must be shown and shall include Sundays and holidays.
d. BIDDER shall thoroughly examine the specifications, drawings, schedule, instructions, and all other contract documents.
e. All Bids shall be submitted in original plus one copy and 2 CDs containing the complete Bid in PDF format.
f. BIDDERs are advised that all CITY OF KEY WEST contracts are subject to all legal requirements provided for in City ordinances and/or State and Federal Statutes.

2. DESCRIPTION OF SUPPLIES:

a. Any manufacturer's name, trade name, brand name, or catalog number used in the specifications is for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Bids will be considered for any brand, which meets the quality of the specifications for any item.

3. SUBMISSION OF BIDS:

a. Bids and changes thereto shall be enclosed in sealed envelopes addressed to the City Clerk, City of Key West. The name and address of the BIDDER, the date and hour of the Bid opening and the Bid number shall be placed on the outside of the envelope.
b. Bids must be submitted on the form furnished. Telecopy Bids will not be considered.
c. Unless otherwise indicated, all City of Key West Bids may be awarded on a line-item basis.
d. Bid prices must remain in effect for ordering up to twelve (12) months from Bid opening date or as determined by the contract.

4. REJECTION OF BIDS:

a. The CITY OF KEY WEST may reject Bids for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the BIDDER misstates or conceals a material fact in his/her Bid, (3) if the Bid does not strictly conform to the law or is non-responsive to the Bid requirements, (4) if the Bid is conditional, or (5) if a change of circumstances occurs making the purpose of the Bid unnecessary to the CITY OF KEY WEST. The CITY OF KEY WEST may also waive any minor informalities or irregularities in any Bid.

5. WITHDRAWAL OF BIDS:

a. Bids may not be withdrawn after the time set for the Bid opening for a period of time as specified in the Instruction to BIDDERs.
b. Bids may be withdrawn prior to the time set for Bids opening. Such request must be in writing addressed to the City Clerk.

6. LATE BIDS OR MODIFICATION:

a. Bids and modifications received after the time set for the Bid opening will not be considered.
b. Modifications in writing received prior to the time set for the Bid opening will be accepted.

7. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

a. BIDDERs shall comply with all local, state and federal directives, orders and laws as applicable to this Bid and subsequent contract(s) including, but not limited to:

1. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246, as applicable to this contract.
2. Minority Business Enterprises (MBE), as applicable to this contract.
3. Occupational Safety and Health Act (OSHA), as applicable to this contract.

8. COLLUSION:

a. The BIDDER by affixing his/her signature to this Invitation to Bid, agrees to the following: "BIDDER certifies that his/her Bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a Bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

9. VARIANCE IN CONDITIONS:

a. Any and all special conditions and specifications attached hereto, which vary from General Conditions, shall have precedence.

10. APPROPRIATIONS CLAUSE:

a. If the contract or delivery extends beyond the current fiscal year, which ends on September 30, the contract shall be contingent upon the availability of funds appropriated for such purposed in the City's annual budget for the next succeeding fiscal year.

11. CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS:

a. If any person contemplating submitting a Bid for this contract is in doubt as to the true meaning of the specifications or other Bid documents or any part thereof, he/she may submit to the Finance Director on or before twenty calendar (20) days prior to scheduled

opening a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for prompt delivery. Any interpretation of the Bid, if made, will be made only by Addendum duly issued. Such addendum will be made available through the DEMANDSTAR web site. The City will not be responsible for any other explanation or interpretation of the proposed Bid made or given prior to the award of the contract.

12. DISCOUNTS:

a. BIDDERs may offer a cash discount for prompt payment; however, such discount shall not be considered in determining the lowest net cost for Bid evaluation proposed. BIDDERs are encouraged to reflect cash discounts in the unit price quoted.

b. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or form the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

13. AWARD OF CONTRACT:

a. The contract will be awarded to the lowest responsive and responsible BIDDER whose Bid, conforming to the Request for Bid, is most advantageous to the City, prices and other factors considered.
b. The City reserves the right to accept and award item by item, and/or by group or in the aggregate, unless the BIDDER qualifies his/her Bid by specified limitations as provided in 4 (4).
c. Local Preference will be considered per Item 14 below.
d. If two (2) or more Bids received are for the same total amount or unit price, quality and service being equal, the contract will be awarded according to City Ordinance Section 2-835(c).
e. Prices quoted must be f.o.b. Key West, Florida, with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
f. A written award of acceptance (Purchase Order) and a signed contract, mailed or otherwise furnished to the successful BIDDER shall result in a binding contract without further action by either party.

14. LOCAL PREFERENCE:

Sec. 2-798. - Local business enterprise preference.

(a)*Definition.* A business shall be considered a local business enterprise if it meets all of the following requirements: a business with its principle address as registered with the Florida Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation; maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries, and having paid all current license taxes, and any other fees due the city at least 24 hours prior to the publication (construed as 7:00 a.m. of the date of publication in the relevant newspaper) of the call for bids or request for proposals. Post office

box numbers may not be used to establish status as a local business enterprise. If a business is a joint venture, it is sufficient for qualification as a local business enterprise if at least one of the joint venturers meets the test set forth in this subsection, and the combined local workforce of the joint venture is maintained at a level of at least 50 percent of the total number of employees engaged in the venture. At least one member, director or principle of the entity desiring to qualify as a local business enterprise shall reside within 30 miles of the boundaries of the City of Key West as indicated by a Florida driver's license or Florida identification card. In the event a business meets all the requirements enumerated above with the exception of having its principle address as registered with the Florida Department of State located within 30 miles of the boundaries of the city, it shall be sufficient to qualify as a local business enterprise if it has maintained an office within 30 miles of the boundaries of the City of Key West for the past five years, during which period of time it has regularly and continuously conducted business from such location.

(b)*Preference.* In the purchase of or the contract for goods, services, or construction of capital improvements, the city commission or, in the case of purchases and contracts which are not required to be approved by the city commission, the city finance department may give a preference to a responsive and responsible local business enterprise as specified herein. Any required notice of bid or request for proposals for matters subject to the local preference provided for in this section shall contain a provision notifying prospective bidders or responders of the applicability of the local preference.

Except where otherwise provided by this Code, federal or state law or other funding source restrictions, purchases of goods, general services, or professional services by the city may give preference to local businesses in the following manner:

(1)Under a competitive bid solicitation, when a responsive, responsible nonlocal business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local businesses is within five percent of the price submitted by the nonlocal business, then the local business with the apparent lowest bid offer (i.e., lowest local bidder) may have the opportunity to submit an offer to match the price(s) offered by the lowest, qualified and responsive nonlocal bidder within three working days of a notice of intent to award. If the lowest local bidder submits a bid that fully matches the lowest bid from the lowest nonlocal bidder tendered previously, then the award shall be made to such local bidder. If the lowest local bidder declines or is unable to match the lowest nonlocal bid price(s), then the award shall be made to the nonlocal business.

(2)For requests for proposals in which objective factors are used to evaluate the responses from vendors and are assigned point totals, if, upon the completion of final rankings (technical and price combined, if applicable) by a selection committee or the city commission, a qualified and responsive nonlocal business is the highest ranked proposer and the ranking of a qualified and responsive local business is within five percent of the ranking obtained by the qualified and responsive nonlocal business, the highest ranked qualified and responsive local business shall have the opportunity to submit an offer to match the price offered by the highest ranked qualified and responsive nonlocal business within three working days of a notice of intent to award. If such highest ranked local business submits a price that fully matches the price of such highest ranked qualified and responsive nonlocal business, or the original price of the highest ranked local business is equal to or less than that

of such highest ranked nonlocal business, then such local business shall proceed to negotiations with the city. If the highest ranked qualified and responsive local business declines or is unable to match the price of the highest ranked qualified and responsive nonlocal business, then the city shall proceed to negotiate with such highest ranked nonlocal business.

(c)*Exceptions.* The local business enterprise preference provided for by this section shall not be applied where the application of the preference would conflict with a statute, administrative rule, or the terms of any grant funding the purchase or contract; or in the procurement of services described in section 2-797(4).

(d)*Certification of eligibility.* Under any such applicable solicitation, bidders/proposers desiring to receive local preference will be invited and required to affirmatively state and provide documentation as set forth in the solicitation in support of their status as a local business. Any bidder who fails to submit sufficient documentation with their bid or proposal, or who is not prequalified as a local business enterprise pursuant to procedures to be implemented by the city manager, shall not be granted local preference consideration for the purposes of that specific award.

(e)*Waiver of the application of local preference.* The application of local preference to a particular purchase, contract, or category of contracts for which the city commission is the awarding authority may be waived upon written recommendation of the city manager and approval of the city commission.

(f)*Comparison of qualifications.* The preferences established herein in no way prohibit the right of the city to compare quality of materials proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preferences established herein in no way prohibit the right of the city from giving any further preference permitted by law instead of or in addition to the preferences granted herein.

(g)*Change orders.* Notwithstanding the provisions of section 2-845, in the event a local bidder is awarded a contract pursuant to this section, all requests for change orders increasing the cost of the project must be approved by the city commission.

15. DAMAGE:

a. Successful BIDDER(s) will be responsible for making any and all claims against carriers for missing or damaged items.

16. TRAVEL AND REIMBURSABLE OUT OF POCKET EXPENSE:

a. Should there be travel and/or reimbursable out of pocket expenses relevant to this contract, Florida Statute 112.061 (Per Diem and travel expenses of public officers, employees, and authorized persons) will be followed. (Not applicable to Lump Sum Bids)

17. SURETY AND INSURER QUALIFICATIONS

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

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

BID

To: The City of Key West

Address: 525 Angela Street, Key West, Florida 33040

Project Title: General Services Contract 2010

Project: ITB #10-015

BIDDER'S INFORMATION

Name: Douglas N. Higgins, Inc.

Address: 3390 Travis Pointe Rd. Suite A
Ann Arbor, MI 48108

Contact Name: Dan Higgins

Email: dnhiggins@aol.com

Telephone: (734) 996-9500

Fax: (734) 996-8480

Signature: Kelly A. Wilkie ***Date:*** 9/29/2010

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 for each Work Order he/she will carefully examine the Work Order Documents for the construction of the project, that he/she will personally inspected the site, that he/she will satisfied himself/herself as to the quantities involved, including materials and equipment, and conditions of work involved.

The Bidder further agrees that he/she will exercise his/her own judgment regarding the interpretation of job conditions for a Work Order and has utilized all data, which he/she believes pertinent from the Project Manager, Owner, and other sources in arriving at his/her conclusions.

The intent of the Work Order is to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Work Order, as being required to produce the intended result shall be supplied whether or not specifically called for.

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

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if a Work Order is issued he/she will, within ten (10) calendar days after issuance, sign the Work Order in the form annexed hereto, will attach all required licenses and certificates, and will, to the extent of his BID, furnish all equipment, materials, and labor necessary to complete all work as specified or indicated in the Contract Documents. Performance and Payment Bonds in an amount equal to 100% of Work Order value will be required as part of this contract.

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to complete the construction of all items in the Work Order, in all respects, within the specified time of the Work Order

LIQUIDATED DAMAGES

In the event the Bidder is issued a Work Order and shall fail to complete the work within the time limit or extended time limit agreed upon as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of five hundred dollars ($500.00) per day for the work awarded under this Work Order until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be included in determining days in default.

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.

THE CITY OF KEY WEST

525 Angela Street
Key West, FL 33040

ADDENDUM 1:
GENERAL SERVICES CONTRACT, INVITATION TO BID # 10-015
September 24, 2010

This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced bid package is hereby addended in accordance with the following items:

1. The bid opening has been rescheduled to October 6, 2010 at 3:00 p.m.
2. A revised Bid Form is attached. Bidders shall use this form when submitting their bid.
3. A draft quantities sheet for the Pump Station F Forcemain is attached. The bidder is not required to complete this form. The form will be completed based on the unit prices bidder submits in their bid. Any item on the quantities sheet that is not listed in the Bid Form will be provided at the suppliers invoice plus 15%. Bidder will be required to submit suppliers quote prior to issuance of a Work Order.
4. Details of a Typical Trench (3123-10) and Typical Asphalt Surface repair for Trench (3123-115) are attached.

All Proposers shall acknowledge receipt and acceptance of this Addendum No. 1 by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

Signature

Douglas N. Higgins
Name of Business

THE CITY OF KEY WEST

525 Angela Street
Key West, FL 33040

ADDENDUM 2:
GENERAL SERVICES CONTRACT, INVITATION TO BID # 10-015
October 1, 2010

This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced bid package is hereby addended in accordance with the following items:

1. Attached is a an Supplementary section to the Bid Form that must be completed and submitted with the bid package
2. Draft quantities sheets for three (3) future Work Orders are attached. The Work Orders are for proposed forcemain work at Wastewater Treatment Plant Headworks and forcemain work with the George Street Stormwater Basin Improvement. The bidder is not required to complete this form. The form will be completed based on the unit prices bidder submits in their bid. Any item on the quantities sheet that is not listed in the Bid Form will be provided at the suppliers invoice plus 15%. Bidder will be required to submit suppliers quote prior to issuance of a Work Order.

All Proposers shall acknowledge receipt and acceptance of this Addendum No. 2 by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

Paul R Watts
Signature

Douglas W. Higgins
Name of Business

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.

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."

List items to be performed by CONTRACTOR's own forces
(Use additional sheets if necessary.)

Earth Work

Pipe Work

Concrete

Sodding

Installing Manholes

Installing Storm Drainage

Installing Baffle Boxes

Catch Basins

De Watering

Lift Stations

SUBCONTRACTORS

The Owner reserves the right to prohibit use of a subcontractor do to past substandard performance history with the City.

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 (additional subcontractors may be added at a later date):

Portion of Work: Surveying

Name: Charles Tolton & Assc.

Address: 2887 Tamiami Trail East, Suite 5, Naples, FL 34112

Portion of Work: Well Drilling

Name: Florida Keys Well Drilling

Address: P.O. Box 500237, Marathon, FL 33050

Portion of Work: Concrete

Name: Bella Construction

Address: 111 US Hwy #1 Suite 110 Key West, FL 33040

BIDDER

The name of the Bidder submitting this Bid is: Douglas N. Higgins, Inc.

Doing business at 3390 Travis Pointe Rd. Suite A

City Ann Arbor State MI Zip 48108

Telephone No. (734) 996-9500

This address is where all communications concerning this Bid shall be sent.

* There has been no legal action against or from Douglas N. Higgins. *

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:

Name	Title
Douglas N. Higgins	President
R. Suzanne Hawker	Secretary / Treasurer
James H. Sweet, William D. Higgins, Kelly A. Wilkie	Vice-President

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 29th day of September, 2010.

(SEAL)

Name of Corporation DOUGLAS N. HIGGINS, INC.

By: Kelly A. Wilkie

Title: Vice-President

Attest: R Suzanne Hawker

Secretary

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/her/its hand this _____day of _____, 2010.

Signature of Bidder _____

Title_____

CERTIFICATE OF SECRETARY

The undersigned, being the duly elected secretary of Douglas N. Higgins, Inc., a Michigan corporation, hereby certifies that the following resolution was duly adopted by the Board of Directors of said corporation at a meeting held on May 15, 2010 and that said resolution is in full force and effect:

"RESOLVED, That the following listed persons are hereby authorized to execute, on behalf of Douglas N. Higgins, Inc., any and all contracts and documents."

Douglas N. Higgins

William D. Higgins

James H. Sweet

Kelly A. Wilkie

R. Suzanne Hawker
R. Suzanne Hawker
Secretary

Dated: May 15, 2010

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

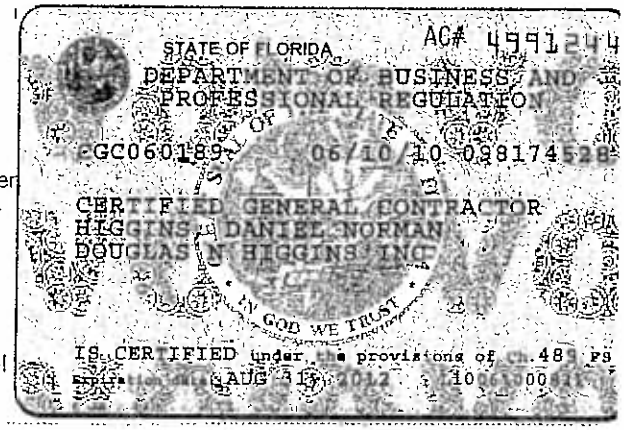
CONSTRUCTION INDUSTRY LICENSING BOARD (850) 487-1395
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

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

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto **www.myfloridalicense.com**. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

AC# 4991244

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L1006100821

DATE	BATCH NUMBER	LICENSE NBR
06/10/2010	09817452	CGC060189

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

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

CHARLIE CRIST
GOVERNOR

CHARLIE LIEM
INTERIM SECRETARY

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

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

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

Comments: _____

This document must be prominently displayed.

DOUGLAS N. HIGGINS, INC

DOUGLAS N. HIGGINS (CGC)
3390 TRAVIS POINTE STE A RD

ANN ARBOR MI 48108

Oper: ANGIE Type: CC Drawer: 1
Date: 7/14/10 51 Receipt no: 90569
2011 2214
DR LIC OCCUPATIO 1 $309.75
Trans number: 2507794
CK CHECK 13743 $309.75

Trans date: 7/14/10 Time: 11:30:21

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

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

Business Name	DOUGLAS N HIGGINS INC. CtlNbr:0004241
Location Addr	3390 TRAVIS POINTE STE A RD
Lic NBR/Class	11-00004242 CONTRACTOR - CERT UNDERGROUND UTILITY
Issue Date:	July 14, 2010 Expiration Date:September 30, 2011
License Fee	$309.75
Add. Charges	$0.00
Penalty	$0.00
Total	$309.75

Comments: _____

This document must be prominently displayed.

DOUGLAS N. HIGGINS, INC

DOUGLAS N HIGGINS INC.
3390 TRAVIS POINTE RD STE A

ANN ARBOR MI 48108

Oper: CHARLES Type: CC Drawer: 1
Date: 7/15/10 51 Receipt no: 90571
2011 4242
DR LIC OCCUPATIO 1 $309.75
Trans number: 2508461
CK CHECK 13742 $309.75

Trans date: 7/15/10 Time: 11:25:41

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

RECEIPT# 30140-62369

Business Name: DOUGLAS N HIGGINS INC

Owner Name: DOUGLAS N HIGGINS, JAMES SWEET QUALIFIER
Mailing Address: 3390 TRAVIS POINTE RD
Ste A
ANN ARBOR, MI 48108

Business Location: MO CTY
KEY WEST, FL 33040
Business Phone: 305-294-3355
Business Type: CONTRACTORS
(UNDERGROUND UTILITY)

Rooms	Seats	Employees	Machines	Stalls
		5		

STATE LICENSE: CUC057447 EXP 8-31-8

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

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

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

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

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

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

MONROE COUNTY BUSINESS TAX RECEIPT

DOUGLAS N. HIGGINS, INC.

EXPERIENCE - PAST EIGHT YEARS - GROUP 1

Project Name: City County Flow Swap

Owner - Address - Project Manager - Phone:
Collier County Public Utilities Engineering
3301 East Tamiami Trail, Building H
Naples, Florida 34112
Sandy Sridhar

Engineer - Address - Phone:
Agnoli, Barber and Brundage
7400 Trail Blvd.
Naples, Florida 34102
Dominic Amico

Contract Date:
Final Contract Amount:
Completion Date:
Project Description:
Installation of force main, MOV's and valve vaults to two locations which would allow bypass from Collier County to the City of Naples.

Project Name: Collier County Justice Center

Owner - Address - Project Manager - Phone:
Collier County Facilities Management Department
3301 East Tamiami Trail
Naples, Florida 34112
John Clements

Engineer - Address - Phone:
Q. Grady Minor and Associates, P.A.
3800 Via Del Rey
Bonita Springs, Florida 34134
David Schmitt
239-947-1144

Contract Date: $81,950.00
Final Contract Amount: $141,568.41
Completion Date: August, 2009
Project Description:
Construction of grinder pump station (vault), installation of muffin monster (grinder/auger assembly), new sanitary sewer and manholes. Replacement of the existing sanitary sewer with a new 12-inch main and a high water alarm system.

Project Name: Pump Station S-6 Gearbox Replacement

Owner - Address - Project Manager - Phone:
South Florida Water Management District
2101 Centrepark West Drive, Suite 110
West Palm Beach, Florida 33409
Gerard Flynn

Engineer - Address - Phone:
South Florida Water Management District
3301 Gun Club Road
West Palm Beach, Florida 33406
Michael Millares

Contract Date: December 3, 2009
Final Contract Amount: $2,191,945.00
Completion Date: May 2010
Project Description:
Replacement of three massive gearboxes for three 84" Gas Engine driven Vertical Turbine Pumps.

Project Name: Cove Stormwater Pump Station Imp.

Owner - Address - Project Manager - Phone:
City of Naples
Department of Streets and Stormwater
295 Riverside Circle
Naples, Florida 34102
(239) 213-5000

Engineer - Address - Phone:
AECOM
4415 Metro Parkway
Suite 404
Fort Myers, Florida 33916
(239) 276-7996

Contract Date: 2/4/09 Award, 3/16/09 NTP
Final Contract Amount: $2,778,000.00
Completion Date: 2/8/10 (Contract)
Project Description:
Replacement of large Vertical Turbine Pumps. Installation of a large, below grade and water table, cast in place structure which included gates, an 60" bypass pipe, a trash rake. Project also included significant Electrical & Instrumentation

Project Name: Master Pump Station 305 Rehabilitation

Owner - Address - Project Manager
Collier County
Public Utilities Engineering Department
3301 Tamiami Trail East, Building H
Naples, Florida 34112
Sandy Sridhar

Engineer - Address:
Q. Grady Minor and Associates, P.A.
3800 Via Del Rey
Bonita Springs, Florida 34134
David Schmitt

Contract Date: August 11, 2008
Final Contract Amount: $444,000.00
Completion Date: January 16, 2009
Project Description:
Fully rehab 2300 GPM Master Pump Station

Project Name Water Reuse Piping Modifications / Reuse System Upgrade

Owner - Address - Project Manager - Phone:
City of Marco Island
Public Utilities
50 Bald Eagle Drive
Marco Island, Florida 34145
Bruce Weinstein
239-389-5000

Engineer:
Metcalf and Eddy

Contract Date: February 10, 2008
Final Contract Amount: $649,171.67
Completion Date: November 2008

Project Description:
Rehab 500,000 Gallon Tank and convert potable water facility to reuse storage facility

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

Project Name: CAT Operations & Administration Center Pump Station and Force Main Connection

Owner - Address - Project Manager:
Collier County
Alternative Transporation Division
2885 South Horseshoe Drive
Naples, Florida 34104
Sue Faulkner

Engineer:
Q. Grady Minor
3800 Via Del Rey
Bonita Springs, Florida 34134

Contract Date: February 14, 2008
Final Contract Amount: $133,673.04
Completion Date: May 1, 2008
Project Description:
Installation of 14-inch force main, pump station and valve vault to existing CAT Operations Building.

Project Name: San Marco Master Lift Station

Owner - Address - Project Manager - Phone:
City of Marco Island
Public Works
50 Bald Eagle Drive
Marco Island, Florida 34145
Timothy E. Pinter, P.E.

Engineer - Address - Phone:

Contract Date: January 2, 2008
Final Contract Amount: $833,615.61
Completion Date:

Project Description:
Construct new 800 GPM Master Lift Station

Project Name: Irrigation Quality Water Project

Owner - Address - Project Manager:
Collier County
Facilities Management
3301 Tamiami Trail East, Building W
Naples, Florida 34112
Damon Gonzales

Engineer - Address - Phone:
Anchor Engineering

Contract Date: March 14, 2007
Final Contract Amount: $1,213,474.52
Completion Date: January 15, 2008

Project Description:
Irrigation Improvements at Collier County Government Complex. Work was coordinated with an operating complex and interruptions were minimized or eliminated.

Project Name: Golden Gate WWTP and Injection Pump Station

Owner - Address - Project Manager - Phone:
Florida Governmental Utility Authority
280 Wekiva Springs Road, Suite 203
Longwood, Florida 32779

Engineer - Address - Phone:
Arcadis
4307 Vineland Road
Suite H-20
Orlando, Florida 32811
407-236-5700

Contract Date:
Final Contract Amount:
Completion Date:
Project Description:
Expansion of Golden Gate WWTP which included the construction of a new digester, chlorine contact tank and injection well pump station, modification of clarifiers #1 and #2, installation of surge and annular pressure tanks and appurtenances.

Project Name: Treeline Master Pump Station

Owner - Address - Project Manager - Phone:
City of Fort Myers
2200 Second Street
Fort Myers, Florida 33902
Eliana Hayes, E.I.
(239) 332-6318

Engineer - Address - Phone:
Johnson Engineering, Inc.
2122 Johnson Street
Fort Myers, Florida 33920
David Trouteaud
(239) 334-0046

Contract Date: July 1, 2008
Final Contract Amount: $1,043,805.00 - Not Final
Completion Date: February, 2009
Project Description:
Installation of a master pump station located along Treeline Avenue. The project entailed a jack and bore under Treeline Avenue to connect to the existing force main and construction of a 20 foot deep master pump station. A 400 KW generator and odor control unit were also installed.

Project Name: PS S-127 and S-133 Pump Refurbishment and Bearing Replace.

Owner - Address - Project Manager - Phone:
South Florida Water Management District
2101 Centrepark West Drive, Suite 110
West Palm Beach, Florida 33409
Mike Curley

Engineer - Address - Phone:
South Florida Water Management District
3301 Gun Club Road
West Palm Beach, Florida 33406
Teri Swartz

Contract Date: April 10, 2008
Final Contract Amount: $3,947,723.00
Completion Date: July 2010
Project Description:
Completely recondition the main 42" vertical turbine pumps , five at S-127 and five at S-133. Install new electrical and instrumentation.

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

Project Name: Gateway Triangle Stormwater Improvements

Owner - Address - Project Manager - Phone:
Collier County
Stormwater Department
2885 Horseshoe Drive
Naples, Florida 34 239-252-8192
Shane Cox

Engineer - Address:
HDR, Inc.
200 West Forsyth Street
Jacksonville, Florida 32202
Laura Phillips

Contract Date: November 5, 2007
Final Contract Amount: $1,021,336.78
Completion Date: July 28, 2008
Project Description:
Stormwater improvements to existing area - excavation of approximately 34,000 Cy of dirt and grading to form three continuous ponds. Installation of box culverts, sheet piling, concrete ditch pavement and storm drainage structures.

Project Name: Marco Island North Barfield & North Marco Sanitary Sewer District

Owner - Address - Project Manager - Phone:
City of Marco Island
50 Bald Eagle Drive
Marco Island, FL 34145
Mr. James Miller
239-389-5011

Engineer - Address - Phone:
Bolye Engineering
4415 Metro Parkway, Suite 104
Fort Myers, FL 33916
Fred Mittl
239-278-7996

Contract Date: March 1, 2007

Final Contract Amount: North Marco $4,644,806.99
North Barfield $7,270,729.37

Completion Date: North Marco May 11, 2008
North Barfield March 24, 2008

Project Description:
New wastewater collection system installed to replace existing septic tanks. Work included gravity sewer, forcemain, transmission main, pump stations, road restoration, etc.

Project Name: NCWRF MLE Bleach Project Phase 2, Mechanical

Owner - Address - Project Manager:
Collier County
Public Utilities Engineering Department
3301 Tamiami Trail, East, Building H
Naples, Florida 34112
Dianna Duerl

Engineer - Address - Phone:
Hole Montes
950 Encore Way
Naples, Florida 34110
Jerry Taricska 239-254-2000

Contract Date: September 17, 2007
Final Contract Amount: $336,412.49
Completion Date: June 17, 2008
Project Description:
Bleach piping modifications to chlorine contact chambers and modification of pump skids to have redundancy in bleach feed system.

Project Name: Rehabilitation of Master Pump Station 316

Owner - Address - Project Manager:
Collier County
Public Utilities Engineering Department
3301 Tamiami Trail East, Building H
Naples, Florida 34112
Sandy Sridhar

Engineer - Address - Phone:
Q. Grady Minor & Associates
3800 Via Del Rey
Bonita Springs, Florida 34134
David Schmitt
239-947-1144

Contract Date: November 16, 2007
Final Contract Amount: $765,823.34
Completion Date: June 3, 2008
Project Description:
Full rehab 800 GPM Master Pump Station

Project Name: Rehabilitation of Master Pump Station 318

Owner - Address - Project Manager - Phone:
Collier County
Public Utilities Engineering Department
3301 Tamiami Trail East, Building H
Naples, Florida 34112
Sandy Sridhar

Engineer - Address - Phone:
Q. Grady Minor & Associates
3800 Via Del Rey
Bonita Springs, Florida 34134
David Schmitt
239-947-1144

Contract Date: October 9, 2007
Final Contract Amount: $789,070.59
Completion Date: June 10, 2008
Project Description:
Fully rehab 3000 GPM Master Pump Station

Project Name: NCRWTP Chemical Labatory Ventilation Improvements

Owner - Address - Project Manager - Phone:
Collier County
Public Utilities Engineering Department
3301 Tamiami Trail East, Building H
Naples, Florida 34112
Tom Chmelik
239-732-2575

Engineer - Address - Phone:
TLC Engineering
1400 Colonial Boulevard, Suite 203
Fort Myers, Florida 33907
Nicholas L. Mancuso
239-275-4240

Contract Date: March 13, 2007
Final Contract Amount: $749,367.67
Completion Date: November 30, 2008
Project Description:
Replace complete HVAC system including air handler, ductwork, exhaust fans, condenser and rehab fume hoods

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

Project Name: Connection to Water Main - Marco Shores

Owner - Address - Project Manager:
City of Marco Island
Public Works
50 Bald Eagle Drive
Marco Island, Florida 34145
James Miller

Engineer - Address - Phone:

Contract Date: April 26, 2007
Final Contract Amount: $188,000.00
Completion Date: August 31, 2007
Project Description:
Watermain connection at Marco Shores.

Project Name: Collier County NCRWTP AND SCRWTP Sand Seperators

Owner - Address - Project Manager - Phone:
Collier County Public Utilities
3301 East Tamiami Trail
Naples, Florida 34112
Diana Dueri

Engineer - Address - Phone:
Hazen and Sawyer

Contract Date: August 1, 2008
Final Contract Amount: In progress
Completion Date: In progress
Project Description:
Procurement and Installation of two automatic self-cleaning sand separators (custom built in Germany) including stainless steel piping, valves, instruments and control panels. Installation of system, which included two, three-chamber pump stations, submersible pumps, venturi flowmeters, etc.

Project Name: SCRWTP Raw Water Transmission Main & Appurtenances for Raw Water Wells 39S, 40S, 41S & 42S

Owner - Address - Project Manager - Phone:
Collier County
Public Utilities Engineering Department
3301 Tamiami Trail, Building H
Naples, Florida 34112
Peter Schalt

Engineer - Address - Phone:
Hazen & Sawyer
2101 Coporate Boulevard, Suite 301
Boca Ratan, Florida 33431
Albert Muniz
561-997-8070

Contract Date: September 26, 2006
Final Contract Amount: $1,884,000.00
Completion Date: April 11, 2007
Project Description:
Installed 3500 lf of 16-inch HDPE raw water transmission main along with four new raw water wells. This provided the plant the ability to produce sufficient capacity to meet water demands. Included installation of pigging stations and electrical enclosures.

Project Name: Decomissioning of Pelican Bay Wastewater Treatment Plant

Owner - Address - Project Manager - Phone:
Collier County
Public Utilities Engineering Department
3301 Tamiami Trail East, Building H
Naples, Florida 34112
Sandy Sridhar

Engineer - Address - Phone:
Hazen and Sawyer
2101 Corporate Boulevard, Suite 303
Boca Raton, Florida 33431
Kurt Pfeffer
561-997-8070

Contract Date: February 8, 2006
Final Contract Amount: $72,500.00
Completion Date: July 30, 2008
Project Description:
Decomissioning of an abandoned Wastewater Treatment Plant

Project Name: Pelican Bay Fire and Irrigation Water System Improvement at the Ritz Carlton

Owner - Address - Project Manager:
Collier County
Public Utilities Engineering Department
3301 Tamiami Trail East, Building H
Naples, Florida 34112
Claude Nesbitt

Engineer - Address - Phone:
Wilson Miller, Inc.
3200 Bailey Lane, Suite 200
Naples, Florida 34105
Craig Pager
800-649-4336

Contract Date: March 30, 2006
Final Contract Amount: $162,723.43
Completion Date: February 28, 2007
Project Description:
Fire and Irrigation improvements for the Ritz Carlton. Work was coordinated to maintain fire safety at all times.

Project Name: Reclaimed Water Aquifer Storage and Recovery

Owner - Address - Project Manager:
Collier County
Public Utilities Engineering Department
3301 Tamiami Trail East, Building H
Naples, Florida 34112
Alicia Abbott

Engineer - Address:
Water Resource Solution
1388 Colonial Boulevard
Fort Myers, Florida 33907
Lloyd Horvath

Contract Date: April 5, 2006
Final Contract Amount: $4,658,515.28
Completion Date: June 6, 2007
Project Description:
Installed a deep injection well for the storage of reclaimed water coming from Collier County water treatment plants. The Owner will have full capability to recover this reclaimed water for market and/or use for their own irrigation needs.

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

Project Name: Tigertail Sewer District
Wastewater Collection System Expansion

Owner - Address - Project Manager - Phone:
City of Marco Island
50 Bald Eagle Drive
Marco Island, FL 34145
Mr. James Miller
239-369-5011

Engineer - Address - Phone:
Boiye Engineering
4415 Metro Parkway, Suite 104
Fort Myers, FL 33916
Fred Mittl
239-278-7996

Contract Date: March 7, 2006
Final Contract Amount: $2,920,703.33
Completion Date: December 21, 2006
Project Description:
New wastewater collection system including gravity sewer, forcemain, transmission mains, laterals, pump stations, and complete road restoration

Project Name: Pads for MBR and Equipment

Owner - Address - Project Manager - Phone:
City of Marco Island
50 Bald Eagle Drive
Marco Island, FL 34145
Mr. Bruce Weinstein
239-389-5182

Engineer - Address - Phone:
CDM
9311 College Parkway
Fort Myers, FL 33919
Adam Soblenski
239-437-9494

Contract Date: March 13, 2006
Final Contract Amount: $183,000.00
Completion Date: May 13, 2006
Project Description:
Four structural concrete slabs.

Project Name: Rosemary Park Paving & Drainage Improvements

Owner - Address - Project Manager - Phone:
City of Bonita Springs
Public Works Department
9101 Bonita Beach Road
Bonita Springs, Florida
239-949-6243

Engineer - Address - Phone:
Q. Grady Minor
3800 Via Del Rey
Bonita Springs 34134
David Schmitt
239-949-6243

Contract Date: April 5, 2006
Final Contract Amount: $831,605.33
Completion Date: November 1, 2006
Project Description:
Drainage improvements with RCP pipe and concrete structures.

Project Name: Forest Lakes MSTU
Phase 2 Drainage Improvements

Owner - Address - Project Manager - Phone:
Collier County - ATM
Stormwater Department
2885 Horseshoe Drive South
Naples, Florida 34104
Darryl Richard

Engineer - Address:
Willson Miller
3200 Bailey Lane, Suite 200
Naples, Florida 34105
Craig Pajer

Contract Date: May 2, 2006
Final Contract Amount: $193,287.00
Completion Date: July 19, 2006
Project Description:
Drainage improvements with RCP and concrete structures.

Project Name: Dortch Ave. Drainage & Paving Impvs.
Hampton Street Sidewalk Improvements

Owner - Address - Project Manager - Phone:
City of Bonita Springs
Public Works Department
9101 Bonita Beach Road
Bonita Springs, Florida
239-949-6243

Engineer - Address - Phone:
Q. Grady Minor
3800 Via Del Rey
Bonita Springs 34134
David Schmitt
239-949-6243

Contract Date: March 15, 2006
Final Contract Amount: $316,400.50
Completion Date: August 1, 2006
Project Description:
Drainage improvements with RCP pipe and concrete structures.

Project Name: Lehigh Acres Interconnect
with The City of Fort Myers

Owner - Address - Project Manager - Phone:

Florida Governmental Utility Authority
260 Wekiva Springs Road, Suite 203
Longwood, Florida 32779

Engineer - Address - Phone:

Malcom Pirnie, Inc.
2301 Maitland Center Parkway, Suite 425
Maitland, Florida 32751
Victor Huriburt
407-659-5550

Contract Date: June 15, 2006
Final Contract Amount: $2,884,362.00
Completion Date: April 2007

Project Description:
New 8" and 12" watermain including both open cut and directional drilling. Work was performed along a busy thoroughfare.

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

Project Name: Pump Station 109 and 113 Improvements

Owner - Address - Project Manager - Phone:
Collier County
Public Utilities Engineering
3301 Tamiami Trail East, Building H
Sandy Sridhar

Engineer - Address - Phone:
Q. Grady Minor & Associates
3800 Via Del Rey
Bonita Springs, Florida 34134
David Schmitt

Contract Date: February 8, 2006
Final Contract Amount: $ 1,229,561.25
Completion Date: September 29, 2006
Project Description:
New Pump Station & Complete Pump Station Rehab. Work included bypass pumping, structural concrete, precast concrete, electrical/instrumentation, and mechanical.

Project Name: Marco Island Wastewater Treatment Plant Expansion - Phase 1 Improvements

Owner - Address - Project Manager - Phone:
City of Marco Island
50 Bald Eagle Drive
Marco Island, FL 34145
Mr. Bruce Weinstein
239-389-5182

Engineer - Address - Phone:
CDM
9311 College Parkway
Fort Myers, FL 33919
Adam Soblenski
239-437-9494

Contract Date: May 23, 2006
Final Contract Amount: $9,767,283.47
Completion Date: January 17, 2007

Project Description: Included in similar project section

Project Name: Appurtenances For Wells RO 101N and 102N

Owner - Address - Project Manager - Phone:
Collier County
Public Utilities Engineering
3301 Tamiami Trail East, Building H
Naples, Florida 34112
Peter Schalt

Engineer - Address - Phone:
Hazen & Sawyer
2101 Corporate Boulevard, Suite 301
Boca Raton, Florida 33431
Albert Muniz

Contract Date: May 24, 2005
Final Contract Amount: $597,000.00
Completion Date: January 27, 2006
Project Description:
Complete well installations with exception of the drilled well including pumps, mechanical, and electrical/instrumentation

Project Name: Construction of Wells 35 & 36

Owner - Address - Project Manager - Phone:
Collier County
Public Utilities Engineering
3301 Tamiami Trail East, Building H
Howard Brogdon

Engineer - Address - Phone:
Camp Dresser & McKee, Inc.
9311 College Parkway, Suite 1
Fort Myers, Florida 33919
Adam Sobolewski
239-432-9494

Contract Date: August 18, 2005
Final Contract Amount: $998,980.97
Completion Date: January 30, 2006
Project Description:
Complete well installations with exception of the drilled well including pumps, mechanical, and electrical/instrumentation

Project Name: 12th Avenue Interconnect Booster PS

Owner - Address - Project Manager - Phone:
Collier County
Public Utilities Engineering
3301 Tamiami Trail East, Building H
Naples, Florida 34112
Peter Schalt

Engineer - Address - Phone:
Hazen and Sawyer
1905 South 25th Street, Suite 103
Fort Pierce, Florida 34947
Albert Muniz

Contract Date: August 8, 2005
Final Contract Amount: $1,083,000.00
Completion Date: October 31, 2006
Project Description: New Wellfied Booster Pump Station including structural concrete, a precast building, mechanical piping, major electrical and instrumentation.

Project Name: NCWRF Rebuild filter Set 1 Clean and Paint Filter Beds

Owner - Address - Project Manager - Phone:
Collier County
Public Utilities Engineering Department
3301 Tamiami Trail East, Building H
Karen Guliani

Engineer - Address - Phone:
Collier County
Public Utilities Engineering Department
3301 Tamiami Trail East, Building H
Karen Guliani

Contract Date: March 1, 2005
Final Contract Amount: $354,817.00
Completion Date: September 14, 2005
Project Description:
Clean out existing filter beds, paint, and install new filter sand.

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

Project Name: SCWRF Rehabilitation Piping Odor Control Modifications Owner - Address - Project Manager - Phone: Collier County Public Utilities Engineering 3301 Tamiami Trail East, Building H Naples, Florida 34112 Vaughn Williams Engineer - Address - Phone: Hole Montes 950 Encore Way Naples, Florida 34110 E. Joseph Goetz, Jr. 239-254-2000 Contract Date: November 21, 2005 Final Contract Amount: $217,900.00 Completion Date: July 12, 2006 Project Description: Modifications to the existing Odor Control System	Project Name: Michigan Street Drainage Improvements Owner - Address - Project Manager - Phone: City of Bonita Springs 9101 Bonita Beach Road Bonita Springs, Florida 34135 239-949-6262 Engineer - Address - Phone: Q. Grady Minor & Associates 3800 Via Del Rey Bonita Springs, Florida 34134 David Schmitt Contract Date: January 10, 2005 Final Contract Amount: $243,610.00 Completion Date: September 1, 2005 Project Description: Drainage Improvements with RCP pipe and concrete structures.
Project Name: Richview Court Drainage Maintenance Owner - Address - Project Manager - Phone: City of Bonita Springs Public Works Department 9101 Bonita Beach Road Bonita Springs, Florida 239-949-6243 Engineer - Address - Phone: City of Bonita Springs Public Works Department Contract Date: December 27, 2005 Final Contract Amount: $29,333.50 Completion Date: January 30, 2006 Project Description: Drainage improvements with RCP pipe and concrete structures.	Project Name: I-75 and Alico Road Interchange Reconstr. Owner - Address - Project Manager - Phone: Florida Department of Transporation Tallahassee, Florida Engineer - Address - Phone: Contractor: Engineer: Thomas Boyle Kiewit Southern 239-432-2732 450 Dividend Drive 16999 James Whitehead Road Peachtree City, Georgia Fort Myers, Florida 33912 Contract Date: October 5, 2005 Final Contract Amount: $1,288,742.63 Completion Date: June 2007 Project Description: Installed 12,000 LF of 36" Ductile Iron Pipe including jack & bores, and all testing. Work was performed as a subcontractor.
Project Name: Culvert Replacement in the River Oaks, Palm River Subdivision Owner - Address - Project Manager - Phone: Collier County Stormwater Management 2885 Horseshoe Drive Naples, Florida 34104 Margaret Bishop Engineer - Address - Phone: Collier County Stormwater Management Contract Date: April 4, 2005 Final Contract Amount: $576,642.50 Completion Date: July 6, 2005 Project Description: Drainage Improvements with RCP pipe and concrete structures.	Project Name: Twin Lakes Interconnect Owner - Address - Project Manager - Phone: Collier County Stormwater Management 2885 Horseshoe Drive Naples, Florida 34104 Gianfranco Nicolaci Engineer - Address - Phone: Agnoli Barber & Brundage, Inc. 7400 Tamiami Trail North, Suite 200 Naples, Florida 34108 Roger Sandrus Contract Date: September 12, 2005 Final Contract Amount: $750,120.78 Completion Date: March 1, 2006 Project Description: Drainage Improvements with RCP pipe and concrete structures.

UNIT PRICE BID FORM

The Bidder agrees to accept as full payment for the work issued in a Work Order herein the amounts computed under the provisions of the Contract Documents, the City's Standard Contract Conditions, and based on the following unit price amounts. The Bidder agrees that the unit prices represent a true measure of the labor and materials required to perform the work meeting or exceeding the City of Key West's standard specifications, including all allowances for overhead/profit/insurance, etc. for each type and unit of work called for in these Contract Documents. Should there be any questions concerning the required standard, Bidder shall request clarification from the Engineer. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.

Payment for materials and equipment authorized by the ENGINEER in a written Work Order but not listed in the Bid Form will be provided at the suppliers invoice plus 20%.

BID FORM

#	Item	Unit	Per Unit $	Per Unit Word
1	**Performance and Payment Bonds**			
a	For First $100,000 Worth of Construction Per/$1,000 of Construction	ea	$ 20.00	Twenty Dollars
b	Next $400,000 Worth of Construction Per/$1,000 of Construction	ea	$ 18.00	Eighteen Dollars
c	Next $2,000,000 Worth of Construction Per/$1,000 of Construction	ea	$ 18.00	Eighteen Dollars
d	Next $2,500,000 Worth of Construction Per/$1,000 of Construction	ea	$ 15.00	Fifteen Dollars
e	Next $2,500,000 Worth of Construction Per/$1,000 of Construction	ea	$ 15.00	Fifteen Dollars
2	**Mob/Demob**			
a	Mobilization and Demobilization, % of Work Order (includes M.O.T., General & Supplementary Conditions, Certified AutoCAD As-builts)	%	5	Five
b	Project Signs	ea	$ 1,000.00	One Thousand Dollars
3	**Personnel**			
a	Superintendent	hr	$ 105.00	One Hundred Five Dollars
b	Foreman	hr	$ 85.00	Eighty Five Dollars
c	Operator	hr	$ 60.00	Sixty Dollars
d	Laborer	hr	$ 44.00	Forty Four Dollars
e	Mason	hr	$ 60.00	Sixty Dollars

#	Item	Unit	Per Unit $	Per Unit Word
f	Licensed Surveyor	hr	$325.00	Three Hundred Twenty Five Dollars
4	**Equipment**			
a	Backhoe, with Rock Bucket, without Operator, Cat 426, or Equal	day	$400.00	Four Hundred Dollars
b	Backhoe, with Rock Bucket, without Operator, Cat 320, or Equal	day	$550.00	Five Hundred Fifty Dollars
c	Wheel Front End Loader, without Operator, Cat 950, or Equal	day	$550.00	Five Hundred Fifty Dollars
d	Air Compressor, 165 C.F.M.	day	$230.00	Two Hundred Thirty Dollar
e	Dump Truck, 15 CY, without Operator	day	$450.00	Four Hundred Fifty Dollar
f	Flatbed Dump Truck, without Operator	day	$340.00	Three Hundred Forty Dollars
g	Backhoe, Rubber Tire, Various Attachments, without Operator, Ackerman H7MC, or equal	day	$900.00	Nine Hundred Dollars
h	Trailer, Scow, off-road sand truck, without Operator, 24 CY minimum	day	$350.00	Three Hundred Fifty Dollars
i	Pavement Saw	day	$170.00	One Hundred Seventy Dollars
j	3-inch Trash Pump	day	$170.00	One Hundred Seventy Dollars
k	4-inch Trash Pump	day	$300.00	Three Hundred Dollars
l	6-inch Hydraulic Pump	day	$800.00	Eight Hundred Dollars
m	1000 Gallon Sediment Box	day	$300.00	Three Hundred Dollars
n	Jet Truck (Cleaning)	day	$1,800.00	Eighteen Hundred Dollars

#	Item	Unit	Per Unit $	Per Unit Word
o	Laser	day	$ 80.00	Eighty Dollars
p	Vibratory Roller	day	$ 400.00	Four Hundred Dollars
q	Plate Compactor	day	$ 80.00	Eighty Dollars
r	Dozer	day	$ 500.00	Five Hundred Dollars
s	Road Grader	day	$ 900.00	Nine Hundred Dollars
t	Bob Cat or equivalent	day	$ 300.00	Three Hundred Dollar
u	Water Truck	day	$ 350.00	Three Hundred Fifty Dollars
v	Huber Grader	day	$ 450.00	Four Hundred Fifty Dollars
w	18" Auger Truck	day	$ 1,900.00	Nineteen Hundred Dollars
5	**Materials**			
a	Crushed Lime rock	ton	$ 60.00	Sixty Dollars
b	No. 57 Rock	ton	$ 60.00	Sixty Dollars
c	No. 89 Rock	ton	$ 60.00	Sixty Dollars
d	Screening Sand	ton	$ 60.00	Sixty Dollars
e	Ortona Sand (0.35 - 0.65 grain size)	ton	$ 90.00	Ninety Dollars
f	Coral Sand	ton	$ 150.00	One Hundred Fifty Dollars

#	Item	Unit	Per Unit $	Per Unit Word
g	No. 4 Rock	ton	$60.00	Sixty Dollars
h	Sod	sf	$ 2.50	Two Dollars Fifty Cents
	Trench Excavation and Backfill Per Detail 3123-110			
6	**Pipe 12 inches and Under**			
a	0 - 6 feet Deep	lf	$ 65.00	Sixty Five Dollars
b	6 - 8 feet Deep	lf	$ 70.00	Seventy Dollars
c	8 - 10 feet Deep	lf	$ 90.00	Ninety Dollars
d	10 - 12 feet Deep	lf	$ 114.00	One Hundred Fourteen Dollars
7	**Pipe 15 inches through 24 inches**			
a	0 - 6 feet Deep	lf	$ 75.00	Seventy Five Dollars
b	6 - 8 feet Deep	lf	$ 85.00	Eighty Five Dollars
c	8 - 10 feet Deep	lf	$ 100.00	One Hundred Dollars
d	10 - 12 feet Deep	lf	$ 130.00	One Hundred Thirty Dollar
8	**Pipe 30 inches through 36 inches**			
a	0 - 6 feet Deep	lf	$ 85.00	Eighty Five Dollars
b	6 - 8 feet Deep	lf	$ 95.00	Ninety Five Dollars

#	Item	Unit	Per Unit $	Per Unit Word
c	8 - 10 feet Deep	lf	$ 120.00	one Hundred Twenty Dollars
d	10 - 12 feet Deep	lf	$ 175.00	one Hundred Seventy Five Dollars
9	**Pipe 42 inches through 48 inches**			
a	0 - 6 feet Deep	lf	$ 125.00	one Hundred Twenty Five Dollars
b	6 - 8 feet Deep	lf	$ 140.00	one Hundred Forty Dollars
c	8 - 10 feet Deep	lf	$ 165.00	one Hundred Sixty Five Dollars
d	10 - 12 feet Deep	lf	$ 200.00	Two Hundred Dollars
10	**Pipe 54 inches through 60 inches**			
a	0 - 6 feet Deep	lf	$ 155.00	one Hundred Fifty Five Dollars
b	6 - 8 feet Deep	lf	$ 180.00	one Hundred Eighty Dollars
c	8 - 10 feet Deep	lf	$ 210.00	Two Hundred Ten Dollars
d	10 - 12 feet Deep	lf	$ 240.00	Two Hundred Forty Dollars
	During Sewer Service Lateral Installation, Not Part of Sewer Main Installation			
11	**Pipe 6 inches**			
a	0 - 6 feet Deep	lf	$ 50.00	Fifty Dollars
b	6 - 8 feet Deep	lf	$ 65.00	Sixty Five Dollars

#	Item	Unit	Per Unit $	Per Unit Word
c	8 - 10 feet Deep	lf	$ 78.00	Seventy Eight Dollars
d	10 - 12 feet Deep	lf	$ 94.00	Ninety Four Dollars
12	**Foundation Stabilization**			
a	Foundation Stabilization	cy	$75.00	Seventy Five Dollars
13	**Trench Safety System(s)**			
a	Trench Safety System - OSHA Compliance	lf	$10.00	Ten Dollars
14	**Surface Restoration**			
a	Lime Rock Base	~~lf~~ sy	$40.00	Forty Dollars
b	Lime Rock Base over Sewer Trenches, Pipe 12 inches through 24 inches	lf	$19.00	Nineteen Dollars
c	Lime Rock Base over Sewer Trenches, Pipe 30 inches through 48 inches	lf	$ 24.00	Twenty Four Dollars
d	Lime Rock Base over Sewer Service Lines	lf	$ 30.00	Thirty Dollars
e	Asphalt Surface repair	sy	$ 15.00	Fifteen Dollars
f	Flowable Fill (500 psi)	cy	$ 180.00	One Hundred Eighty Dollars
15	**Pavement**			
a	Removal of Bitumius Surface	sy	$ 2.00	Two Dollars
b	Raise Manholes Lids	ea	$ 700.00	Seven Hundred Dollars

#	Item	Unit	Per Unit $	Per Unit Word
c	Raise Water Valve	ea	$400.00	Four Hundred Dollars
d	Raise Stormwater Inlet Grates	ea	$ 700.00	Seven Hundred Dollars
e	Asphalt Concrete Overlay	ton	$ 190.00	One Hundred Ninety Dollars
f	Rework Existing Base	sy	$ 5.00	Five Dollars
g	Asphalt Concrete Leveling Course	ton	$ 190.00	One Hundred Ninety Dollars
h	Asphalt Milling, (angle milling machine) for small patchwork (less than 400 SF patches)	sy	$ 6.00	Six Dollars
i	Asphalt Milling, (road or curbside or large sections)	sy	$ 5.00	Five Dollars
j	Asphalt Imprinting / Asphalt Coloring	sy	$ 10.00	Ten Dollars
k	Saw Cut Asphalt 0"-6"	lf	$ 4.00	Four Dollars
l	Saw Cut Asphalt >6"	lf	$ 6.00	Six Dollars
m	Saw Cut Concrete 0"-6"	lf	$ 5.00	Five Dollars
n	Saw Cut Concrete >6"	lf	$ 8.00	Eight Dollars
16	**Sidewalk Installation**			
a	4 inches depth	sf	$ 10.00	Ten Dollars
b	6 inches depth	sf	$ 11.00	Eleven Dollars
c	Rebar # 4	lb	$ 4.00	Four Dollars

#	Item	Unit	Per Unit $	Per Unit Word
d	Concrete sidewalk and curb repairs	cy	$ 300.00	Three Hundred Dollars
e	Thickened Edge	lf	$ 25.00	Twenty Five Dollars
17	**Curb Installation**			
a	FDOT Type D	lf	$47.00	Forty Seven Dollars
b	FDOT Type F	lf	$ 57.00	Fifty Seven Dollars
c	FDOT Drop Curb	lf	$ 55.00	Fifty Five Dollars
18	**Formed Concrete, placed**			
a	Misc. Formed Concrete, placed (i.e.: small retaining walls, etc.)	cy	$ 950.00	Nine Hundred Fifty Dollars
b	Concrete Band (12" x 18" with steel)	cy	$ 950.00	Nine Hundred Fifty Dollars
19	**Pigmentation of Concrete ("Lambert Southwest Dry Cement Colors" integral, or equal)**			
a	All colors	sf	$ 10.00	Ten Dollars
20	**Stamped Concrete**			
a	Stamping Concrete	sf	$ 14.00	Fourteen Dollars
b	Sealer – Lambert Colorseal (one coat), or equal	sf	$ 4.00	Four Dollars
21	**Detectable Warning Paver**			
a	2-1/4 X 3-5/8 X 7-5/8 Brick Pavers with ADAAG Detectable Warning System - Endicott or	sf	$ 30.00	Thirty Dollars

#	Item	Unit	Per Unit $	Per Unit Word
b	2-1/4 X 4 X 8 Brick Pavers with ADAAG Detectable Warning System - Endicott or equal	sf	$ 30.00	Thirty Dollars
22	**Pavement Markings**			
a	Crosswalk	lf	$ 8.00	Eight Dollars
b	STOP	ea	$ 400.00	Four Hundred Dollars
c	Arrow	ea	$ 400.00	Four Hundred Dollars
d	Separation of Lanes	lf	$ 8.00	Eight Dollars
e	White line	lf	$ 7.00	Seven Dollars
23	**Brick**			
a	Brick Installed (ASTM Specification Heavy Vehicular Paving Brick Type II)	sf	$ 25.00	Twenty Five Dollars
b	Brick Installed (ASTM Specification Pedestrian Paving Brick Type I)	sf	$ 25.00	Twenty Five Dollars
	Stormwater Gravity Injection Well Construction			
24	**Baffle Box with Injection Well**			
a	Install 100' Gravity Injection Well with Triple Chamber Baffle Box, with One Inlet Grate & Two Manhole Lids with a minimum of 60 feet of 24" PVC Schedule 80	ea	$ 92,000.00	Ninety Two Thousand Dollars
b	Install 100' Gravity Injection Well with Triple Chamber Baffle Box, with Three Manhole Lids with a minimum of 60 feet of 24" PVC Schedule 80 grouted casing.	ea	$ 92,000.00	Ninety Two Thousand Dollars
	Catch Basin and Inlets			
25	**Curb Inlet**			

#	Item	Unit	Per Unit $	Per Unit Word
a	Type 1 Top, Type P Bottom with 4 foot Diameter Alternate A, 0 6-foot Depth	ea	$6,000.00	Six Thousand Dollars
b	Type 2 Top, Type P Bottom with 4 foot Diameter Alternate A, 0 6-foot Depth	ea	$6,000.00	Six Thousand Dollars
c	Type 9 Top, Type P Bottom with 4 foot Diameter Alternate A, 0 6-foot Depth	ea	$6,000.00	Six Thousand Dollars
d	Type F-3, Type P Bottom with 4 foot Diameter Alternate A, 0 6-foot Depth	ea	$6,000.00	Six Thousand Dollars
e	Additional Depth over 6 foot for Type 1, Type 2 or Type 9 Curb Inlet, Type P Bottom with 4 foot Diameter Alternate A	vf	$ 500.00	Five Hundred Dollars
26	**Ditch Bottom Inlet**			
a	Type C, 0 6 foot Depth	ea	$ 6,000.00	Six Thousand Dollars
b	Additional Depth over 6 foot Depth for Ditch Bottom Inlet, Type C	vf	$ 500.00	Five Hundred Dollars
c	Type J, 0 6 foot Depth	ea	$ 6,000.00	Six Thousand Dollars
d	Additional Depth over 6 foot Depth for Ditch Bottom Inlet, Type J	vf	$ 500.00	Five Hundred Dollars
e	Removal of Existing Inlets or Storm Manholes Structures, Unclassified Depth	ea	$2,000.00	Two Thousand Dollars
27	**ADS Polyethylene Pipe**			
a	12 inches	lf	$ 23.00	Twenty Three Dollars
b	15 inches	lf	$ 26.00	Twenty Six Dollars
c	18 inches	lf	$ 30.00	Thirty Dollars
d	24 inches	lf	$ 36.00	Thirty Six Dollars

#	Item	Unit	Per Unit $	Per Unit Word
e	36 inches	lf	$ 50.00	Fifty Dollars
f	42 inches	lf	$ 80.00	Eighty Dollars
28	**Reinforced Concrete Pipe**			
a	15 inches	lf	$ 46.00	Forty Six Dollars
b	18 inches	lf	$ 52.00	Fifty Two Dollars
c	24 inches	lf	$ 70.00	Seventy Dollars
29	**Reinforced Concrete Pipe Class IV**			
a	24 inches	lf	$ 82.00	Eighty Two Dollars
b	30 inches	lf	$ 105.00	One Hundred Five Dollars
c	36 inches	lf	$ 118.00	One Hundred Eighteen Dollars
d	48 inches	lf	$ 175.00	One Hundred Seventy Five Dollars
30	**PVC Sch 40**			
a	1/2 inch	lf	$ 2.00	Two Dollars
b	3/4 inch	lf	$ 3.00	Three Dollars
c	1 inch	lf	$ 4.00	Four Dollars
d	2 inch	lf	$ 5.00	Five Dollars

#	Item	Unit	Per Unit $	Per Unit Word
e	4 inch	lf	$ 8.00	Eight Dollars
f	6 inch	lf	$ 10.00	Ten Dollars
31	**PVC Sch 80**			
a	1/2 inch	lf	$ 3.00	Three Dollars
b	3/4 inch	lf	$ 4.00	Four Dollars
c	1 inch	lf	$ 5.00	Five Dollars
d	2 inch	lf	$ 6.00	Six Dollars
e	4 inch	lf	$ 10.00	Ten Dollars
f	6 inch	lf	$ 12.00	Twelve Dollars
32	**C - 900 Pipe DR18**			
a	4 inch	lf	$ 6.00	Six Dollars
b	6 inch	lf	$ 10.00	Ten Dollars
c	8 inch	lf	$ 15.00	Fifteen Dollars
d	10 inch	lf	$ 22.00	Twenty Two Dollars
e	12 inch	lf	$ 28.00	Twenty Eight Dollars
33	**C - 900 Pipe DR25**			

#	Item	Unit	Per Unit $	Per Unit Word
a	4 inch	lf	$ 5.00	Five Dollars
b	6 inch	lf	$ 9.00	Nine Dollars
c	8 inch	lf	$ 12.00	Twelve Dollars
d	10 inch	lf	$ 16.00	Sixteen Dollars
e	12 inch	lf	$ 22.00	Twenty Two Dollars
34	**C - 905 Pipe DR25**			
a	14 inch	lf	$ 60.00	Sixty Dollars
b	16 inch	lf	$ 70.00	Seventy Dollars
c	18 inch	lf	$ 80.00	Eighty Dollars
d	20 inch	lf	$ 90.00	Ninety Dollars
e	24 inch	lf	$ 110.00	One Hundred Ten Dollars
f	30 inch	lf	$ 150.00	One Hundred Fifty Dollars
g	36 inch	lf	$ 200.00	Two Hundred Dollars
h	42 inch	lf	$ 360.00	Three Hundred Sixty Dollars
i	48 inch	lf	$ 500.00	Five Hundred Dollars
35	**C - 905 Pipe DR41**			

#	Item	Unit	Per Unit $	Per Unit Word
a	14 inch	lf	$ 55.00	Fifty Five Dollars
b	16 inch	lf	$ 62.00	Sixty Two Dollars
c	18 inch	lf	$ 73.00	Seventy Three Dollars
d	20 inch	lf	$ 83.00	Eighty Three Dollars
e	24 inch	lf	$ 90.00	Ninety Dollars
f	30 inch	lf	$ 115.00	One Hundred Fifteen Dollars
g	36 inch	lf	$ 150.00	One Hundred Fifty Dollars
h	42 inch	lf	$ 265.00	Two Hundred Sixty Five Dollars
i	48 inch	lf	$ 370.00	Three Hundred Seventy Dollars
36	**Joints**			
a	Mechanically Restrained Joints for PVC Pipe 4"	ea	$ 80.00	Eighty Dollars
b	Mechanically Restrained Joints for PVC Pipe 6"	ea	$ 90.00	Ninety Dollars
c	Mechanically Restrained Joints for PVC Pipe 8"	ea	$ 120.00	One Hundred Twenty Dollars
d	Mechanically Restrained Joints for PVC Pipe 10"	ea	$ 190.00	One Hundred Ninety Dollars
e	Mechanically Restrained Joints for PVC Pipe 12"	ea	$ 220.00	Two Hundred Twenty Dollars
f	Mechanically Restrained Joints for PVC Pipe 16"	ea	$ 500.00	Five Hundred Dollars

#	Item	Unit	Per Unit $	Per Unit Word
g	Mechanically Restrained Joints for PVC Pipe 18"	ea	$550.00	Five Hundred Fifty Dollars
h	Mechanically Restrained Joints for PVC Pipe 20"	ea	$900.00	Nine Hundred Dollars
i	Mechanically Restrained Joints for PVC Pipe 24"	ea	$1,000.00	one Thousand Dollars
j	Mechanically Restrained Joints for PVC Pipe 30"	ea	$1,700.00	Seventeen Hundred Dollars
k	Mechanically Restrained Joints for PVC Pipe 36"	ea	$2,200.00	Twenty Two Hundred Dollars
l	Mechanically Restrained Joints for PVC Pipe 42"	ea	$2,600.00	Twenty Six Hundred Dollars
m	Mechanically Restrained Joints for PVC Pipe 48"	ea	$3,300.00	Thirty Three Hundred Dollars
37	**Other**			
a	Removal of Existing Storm Drain Pipe, Unclassified Depth and Diameter	lf	$ 70.00	Seventy Dollars
b	Additional Cost for Exfiltration Trench	lf	$ 195.00	one Hundred Ninety Five Dollars
c	Seepage Trench	lf	$ 200.00	Two Hundred Dollars
d	French Drain	lf	$ 180.00	One Hundred Eighty Dollars
	Manhole and Miscellaneous Concrete Construction			
38	**Manholes**			
a	Standard 4 foot Diameter Manholes, 0-6-foot Depth	ea	$6,000.00	Six Thousand Dollars
b	Standard 4 foot Diameter Manholes, over 6 foot Depth	vf	$500.00	Five Hundred Dollars

#	Item	Unit	Per Unit $	Per Unit Word
c	Drop Manhole Assemblies	vf	$ 300.00	Three Hundred Dollars
d	Additional Cost to Provide Watertight Manhole Frame and Cover in Lieu of Standard Frame and Cover	ea	$ 3,300.00	Thirty Three Hundred Dollars
e	Conflict Manholes (6-foot Diameter), 0-6 foot Depth	ea	$ 9,000.00	Nine Thousand Dollars
f	Conflict Manholes (6 foot Diameter), Over 6 foot Depth	vf	$ 800.00	Eight Hundred Dollars
39	**Service Connection Pipe Stub outs**			
a	6 inches	ea	$440.00	Four Hundred Forty Dollars
b	Connections to Existing Manholes	ea	$ 2,200.00	Twenty Two Hundred Dollars
c	Removal of Existing Manholes, Unclassified Depth	ea	$2,800.00	Twenty Eight Hundred Dollars
d	Adjusting Existing Manholes	ea	$1,200.00	Twelve Hundred Dollars
	Sewer Connection Services			
40	**Sewer Service Connection Pipe**			
a	Connection at Trench Wall	ea	$1,000.00	One Thousand Dollars
b	Cleanouts	ea	$ 440.00	Four Hundred Forty Dollars
c	Cleanout Box	ea	$ 440.00	Four Hundred Forty Dollars
41	**During Sewer Service Lateral Installation, Not Part Of Sewer Main Installation**			
a	PVC Wye Installation Any Size	ea	$60.00	Sixty Dollars

#	Item	Unit	Per Unit $	Per Unit Word
b	Insert a Tee 6"	ea	$500.00	Five Hundred Dollars
	Cleaning and Internal Inspection of Existing Sewers			
42	**Cleaning**			
a	6-10 inch Diameter Pipe	lf	$ 18.00	Eighteen Dollars
b	12 - 15 inch Diameter Pipe	lf	$ 22.00	Twenty Two Dollars
c	18-24 inch Diameter Pipe	lf	$ 30.00	Thirty Dollars
d	36-42 inch Diameter Pipe	lf	$ 45.00	Forty Five Dollars
e	Manholes, Any Diameter	ea	$ 800.00	Eight Hundred Dollars
43	**PVC Wye Fittings or Connections**			
a	6 x 6	ea	$200.00	Two Hundred Dollars
b	8 x 6	ea	$ 230.00	Two Hundred Thirty Dollars
c	10 x 6	ea	$ 270.00	Two Hundred Seventy Dollars
d	12 x 6	ea	$ 340.00	Three Hundred Forty Dollars
e	15 x 6	ea	$540.00	Five Hundred Forty Dollars
f	Ductile Iron or Cast Iron Fittings, Complete with Cement Mortar Lining and Thrust Blocks	lb	$ 20.00	Twenty Dollars
44	**Connections to Dissimilar Gravity Pipe**			

#	Item	Unit	Per Unit $	Per Unit Word
a	8 inches	ea	$180.00	One Hundred Eighty Dollars
b	10 inches	ea	$230.00	Two Hundred Thirty Dollars
c	12 inches	ea	$330.00	Three Hundred Thirty Dollars
d	15 inches	ea	$430.00	Four Hundred Thirty Dollars
e	Removal of Existing Sanitary Sewer lines, Unclassified Depth and Diameter	lf	$ 60.00	Sixty Dollars
f	Concrete Encasement with steel	cy	$540.00	Five Hundred Forty Dollars
	Manually Operated Valves and Check Valves			
45	**Installlation of Plug Valves and Valve Boxes**			
a	4 inches	ea	$ 800.00	Eight Hundred Dollars
b	6 inches	ea	$ 1,000.00	One Thousand Dollars
c	8 inches	ea	$ 1,400.00	Fourteen Hundred Dollars
d	10 inches	ea	$2,600.00	Twenty Six Hundred Dollars
e	12 inches	ea	$ 3,200.00	Thirty Two Hundred Dollars
f	18 inches	ea	$ 7,000.00	Seven Thousand Dollars
46	**Environmental Protection**			
a	Turbidity Screen	lf	$ 18.00	Eighteen Dollars

#	Item	Unit	Per Unit $	Per Unit Word
b	Silt Barrier	lf	$6.00	Six Dollars
c	Concrete Encasement with steel	cy	$5,000.00	Five Thousand Dollars
d	Dewatering Trench 4 ft deep	LS	$1,500.00	Fifteen Hundred Dollars
e	Dewatering Trench 6 ft deep	LS	$2,000.00	Two Thousand Dollars
f	Dewatering Trench 8 ft deep	LS	$3,000.00	Three Thousand Dollars
g	Dewatering Trench 10 ft deep	LS	$5,000.00	Five Thousand Dollars
h	Dewatering Trench 12 ft deep	LS	$8,000.00	Eight Thousand Dollars
i	Dewatering Pit Excavation	LS	$8,000.00	Eight Thousand Dollars
47	**Waterline Relocation**			
a	4 inch	lf	$80.00	Eighty Dollars
b	6 inch	lf	$90.00	Ninety Dollars
c	8 inch	lf	$110.00	One Hundred Ten Dollars
d	10 inch	lf	$130.00	One Hundred Thirty Dollars
e	12 inch	lf	$150.00	One Hundred Fifty Dollars
f	14 inch	lf	$180.00	One Hundred Eighty Dollars
g	16 inch	lf	$240.00	Two Hundred Forty Dollars

#	Item	Unit	Per Unit $	Per Unit Word
h	18 inch	lf	$280	Two Hundred Eighty Dollars
48	**Permitting**			
a	Waterline Install -FKAA	ea	Cost Plus 15%	
b	FDEP	ea	Cost Plus 15%	
49	**Testing**			
a	Bacterial Test-waterline	ea	$3,000.00	Three Thousand Dollars
b	Compaction Testing for soil	ea	$ 300.00	Three Hundred Dollars
c	Gravity Sewerline Pressure Test	ea	$ 400.00	Four Hundred Dollars
d	Forcemain Sewerline Pressure Test	ea	$2,000.00	Two Thousand Dollars
e	Infiltration Test for manholes	ea	$ 300.00	Thre Hundred Dollars
f	Waterline Pressure Test	ea	$2,000.00	Two Thousand Dollars
50	**Landscaping**			
a	Transplant Existing Tree (0-10" in diameter) includes all labor, materials, equipment & maintenance	ea	$ 1,300.00	Thirteen Hundred Dollars
b	Plant New Tree (0-10" diameter) includes all labor, materials, equipment & maintenance	ea	$2,400.00	Twenty Four Hundred Dollars
c	Transplant Existing Tree (over 10" in diameter) includes all labor, materials, equipment & maintenance	ea	$2,400.00	Twenty Four Hundred Dollars
d	Plant New Tree (over 10" in diameter) includes all labor, materials, equipment & maintenance	ea	$4,200.00	Forty Two Hundred Dollars

#	Item	Unit	Per Unit $	Per Unit Word
e	Sod Removal	sf	$.10	Ten Cents
f	Sod Placement	sf	$.50	Fifty Cents
g	Seeding	sf	$.20	Twenty Cents
h	Debris Removal and hauling to an acceptable certified landfill	ton	$100.00	One Hundred Dollars
51	**Roadway Signs**			
a	F.D.O.T Sign Installation (includes sign, post and installation)	ea	$500.00	Five Hundred Dollars
52	**Other**			
a	Markup Allowed -materials, equipment, testing, etc. not listed above	%	15	Fifteen

SUPPLEMENTARY BID FORM

#	Item	Unit	Per Unit $	Per Unit Word
50	**Landscaping**			
i	Tree removal: 8"-10" Diameter Pine	ea	$2,000.00	Two Thousand Dollars
j	Fence: 6' Chain Link w/ 3 strand Barbed wire: remove & reinstall	ea	$1,000.00	One Thousand Dollars
53	**HDPE DR 17**			
a	12 inch	lf	$40.00	Forty Dollars
b	18 inch	lf	$54.00	FiftyFour Dollars
c	24 inch	lf	$110.00	One Hundred Ten Dollars
d	30 inch	lf	$140.00	One Hundred Forty Dollars
54	**HDPE DR 21**			
a	12 inch	lf	$35.00	Thirty Five Dollars
b	18 inch	lf	$49.00	Forty Nine Dollars
c	24 inch	lf	$100.00	One Hundred Dollars
d	30 inch	lf	$120.00	One Hundred Twenty Dollars
55	**Ductile Iron Pipe**			
a	4 inch	lf	$15.00	Fifteen Dollars

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

PROJECT ITB #10-015: GENERAL SERVICES CONTRACT

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

1. This sworn statement is submitted with Bid, Bid or Contract No. ITB No. 10-015 for City of Key West, Florida

2. This sworn statement is submitted by Douglas N. Higgins, Inc.
(Name of entity submitting sworn statement)
whose business address is 3390 Travis Pointe Rd. Suite A Ann Arbor, MI 48108 and (if applicable) its Federal Employer Identification Number (FEIN) is 38-1807765 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.)

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

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any Bid or contract for goods or services to be provided to any public entity 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(l)(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 t entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

let by a public entity, or which otherwise transacts or applies to transact business with a 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.

___ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with no 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. Them has been a subsequent proceeding before a hearing officer of the Sate of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

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

Kelly A. Wilkie
(Signature)

Sept 29, 2010
(Date)

STATE OF Michigan

COUNTY OF Washtenaw

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

space provided above on this 29th day of September, 2010.

My commission expires:

David Joseph Wilkie
NOTARY PUBLIC

DAVID JOSEPH WILKIE
Notary Public, Washtenaw County, MI
My Commission Expires May 20, 2011

ANTI-KICKBACK AFFIDAVIT

PROJECT ITB #10-015: GENERAL SERVICES CONTRACT

STATE OF ~~FLORIDA~~ Michigan)

: SS

COUNTY OF ~~MONROE~~ Washtenaw)

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

By: Kelly A. Wilkie

Sworn and subscribed before me this

29th day of September, 2010.

David Joseph Wilkie
NOTARY PUBLIC, State of ~~Florida~~ Michigan at Large

DAVID JOSEPH WILKIE
Notary Public, Washtenaw County, MI
My Commission Expires May 20, 2011

My Commission Expires:

N/A

LOCAL VENDOR CERTIFICATION PURSUANT TO CKW ORDINANCE 09-22 SECTION 2-798

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.

b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.

c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.

- Not a local vendor pursuant to Ordinance 09-22 Section 2-798
- Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

If you qualify, please complete the following in support of the self certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name

Phone:

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

Fax:

Length of time at this address

_____ _____
Signature of Authorized Representative Date

STATE OF_____
COUNTY OF_____

The foregoing instrument was acknowledged before me this _____day of_____, 20___.
By_____, of_____
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
or has produced_____as identification
(type of identification)

_____
Signature of Notary

_____
Print, Type or Stamp Name of Notary

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

_____
Title or Rank

CITY OF KEY WEST INDEMNIFICATION FORM

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

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

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

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

CONTRACTOR: DOUGLAS N. HIGGINS, INC. SEAL:
3390 Travis Pointe Rd. Suite A
Ann Arbor, MI 48108
Address

Kelly A. Wilkie
Signature

Kelly A. Wilkie
Print Name

Vice - President
Title

DATE: September 29, 2010

PART 2

CONTRACT

CONTRACT

This Contract, made and entered into this _____ day of _____ 2010, by and between the **CITY OF KEY WEST**, hereinafter called the "Owner", and _____. hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for each issued Work Order, to the extent of the BID made by the Contractor, dated this _____ day of _____ 2010, all in full compliance with the Contract Documents referred to herein:

BIDDING REQUIREMENTS, CONTRACT FORMS, CONDITIONS OF THE CONTRACT, TECHNICAL SPECIFICATIONS, AND DRAWINGS, 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 and per each issued Work Order, the Owner agrees to pay to the Contractor the unit prices amount 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 in the Work Order, and to accept as full payment hereunder the amounts 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 required two (2) year warranty period after the date of final acceptance of the work by the Owner, and further agrees to indemnify and hold harmless the Owner from any costs encountered in remedying such defects.

In the event that the Contractor shall fail to complete the work within the time limit or the extended time limit agreed upon, as more particularly set forth in the Work Order, liquidated

damages shall be paid at the rate of five hundred dollars ($500.00) per calendar day. Sundays and legal holidays shall be included in determining days in default.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same, this _____day of _____ 2010.

Attest:

_____

_____
Cheryl Smith, City Clerk

By:

_____

Jim Scholl, City Manager

Contractor: _____ Witness: _____

By: _____ Print Name: _____

Print Name: _____

Title: _____

PERFORMANCE BOND

BOND NO.
AMOUNT: $

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, _____
with offices at _____
hereinafter called the CONTRACTOR (Principal), and

_____
with offices at _____
a corporation duly organized and existing under and by virtue of the laws of the State of Florida, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound unto **CITY OF KEY WEST,** represented by its _____, hereinafter called the CITY (Obligee), in the sum of:

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

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

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

1. Shall in all respects comply with the terms and conditions of said Contract and his obligation there under, including the Contract Documents (which include the plans, drawings, specifications, and conditions as prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the above CITY, the bid and contract performance and payment bonds, and all addenda, if any, issued prior to the opening of bids), being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying PRINCIPAL with labor, materials, or supplies, used directly or indirectly by PRINCIPAL in the prosecution of the work provided for in the contract; and

3. Pays CITY all losses, costs, expenses, damages, attorney's fees, including appellate proceedings, injury or loss of whatever kind and however arising including, without limitation, delay damages to which said CITY may be subject by reason of any wrongdoing, misconduct, want of care or skill, negligence, failure of performance, breach, failure to petition within the prescribed time, or default, including patent infringements, on the part of said CONTRACTOR, his agents or employees, in the execution or performance of said Contract; and

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

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

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

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

CONTRACTOR

By: _____

(SEAL)

ATTEST

SURETY

By: _____

(SEAL)

ATTEST

PAYMENT BOND

BOND NO.
AMOUNT: $

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, _____
with offices at _____
hereinafter called the CONTRACTOR, (Principal), and
_____
with offices at _____
a corporation duly organized and existing under and by virtue of the laws of the State of _____ , hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound CITY OF KEY WEST, represented by its _____, hereinafter called the City (Obligee), in the sum of: _____DOLLARS ($_____), lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, and the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

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

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR shall in all respects comply with the terms and conditions of said Contract and his obligation thereunder, including the Contract Documents (which include the plans, drawings, specifications, and conditions prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the CITY, the bid and contract and payment bonds, and all addenda, if any, issued prior to the opening of bids), and further that if said CONTRACTOR shall promptly make payments to all persons supplying materials, equipment, and/or labor, used directly or indirectly by said CONTRACTOR or subcontractors in the prosecution of the work for said contract is accordance with Florida Statutes, Section 255.05 or Section 713.23, then this obligation shall be void; otherwise to remain in full force and effect for the term of said contract, including and all guarantee periods as specifically mentioned in said Contract Documents.

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

this Bond, and the said SURETY does hereby waive notice of any such changes, extension of time, alternations, or additions of the terms of the Contract, or to the work, to the Contract Documents, or to the specifications.

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

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

CONTRACTOR

By:_____

(SEAL)

ATTEST

SURETY

By:_____

(SEAL)

ATTEST

WORK ORDERS

The attached Work Order #2010-001 requires the installation of 2,850 lf of 16" C905 Pipe with a minimum 36" of cover along 14th Street. Once Bids are received, submitted unit prices will be utilized to determine cost of Work Order. Work Order will be authorized at time of Bid award.

CONSTRUCTION WORK ORDER

Contract Title: General Services Contract for the City of Key West

Work Order Title: Pump Station "F" Force Main (FM)

Work Order No: 2010-001

Project Number:

This Work Order is an authorization to proceed with sewer pipe installation along 14th Street under the General Services Contract between the City of Key West and _____ dated _____. All work shall be executed under the provisions of the General Services Contract except as adjusted within this work order.

The Scope of Work is described as follows:

Pump Station "F" Force Main (FM). The buried FM will be located on 14th Street and run from Pump Station "F" (at the northwest corner of the intersection of Flagler and 14th Street) to the intersection of 14th Street (Glenn R. Archer Jr. Drive) and N. Roosevelt Boulevard.

The project is anticipated to consist of approximately 2,900 lineal feet of 16-inch C905 pip with minimum 36" of cover per City of Key West typical pipe installation (see attached). The project will include some restrained joint sections, fittings, valves and appurtenances. Also, included is removal and replacement of asphalt, excavation, trench backfill and disposal of excess material. The FM will have a blind flange installed at the intersection of 14th Street and North Roosevelt Boulevard and be connected to the pump station discharge by installing a tee and appropriate valving.

Total Cost of Work Order #2010-001: $_____

CONTRACTOR'S DECLARATION AND UNDERSTANDING

The contractor declares that he has carefully examined the Contract Documents, including this Work Order, that he has personally inspected the potential sites and the overall project area in general, that he has satisfied himself as to the quantities that may be involved, including materials and equipment, and conditions of work that may be 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 that general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Work Order is made according to the provisions and under the terms of the General Services Contract Documents between the City of Key West and _____ which this Work Order is hereby made a part of.

UNIT PRICE ITEMS

The contractor further proposes to accept as full payment for the work proposed herein the

amounts computed under the provisions of the Contract Documents and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The amount shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.

Unit prices for items already established in the General Services Contract shall be identical to those provided in this Work Order.

The cost of items not established in the General Services Contract shall be established according to the Contract Documents. The contractor shall provide with this Work Order submittal a complete breakdown of the costs for labor, equipment, and material for these supplemental work items. Unit prices for labor and equipment shall be identical to those established in the General Services Contract, where applicable. Costs for labor, equipment, and materials not established in the General Services Contract shall be supported by documentation submitted with this Work Order.

ACCEPTANCE

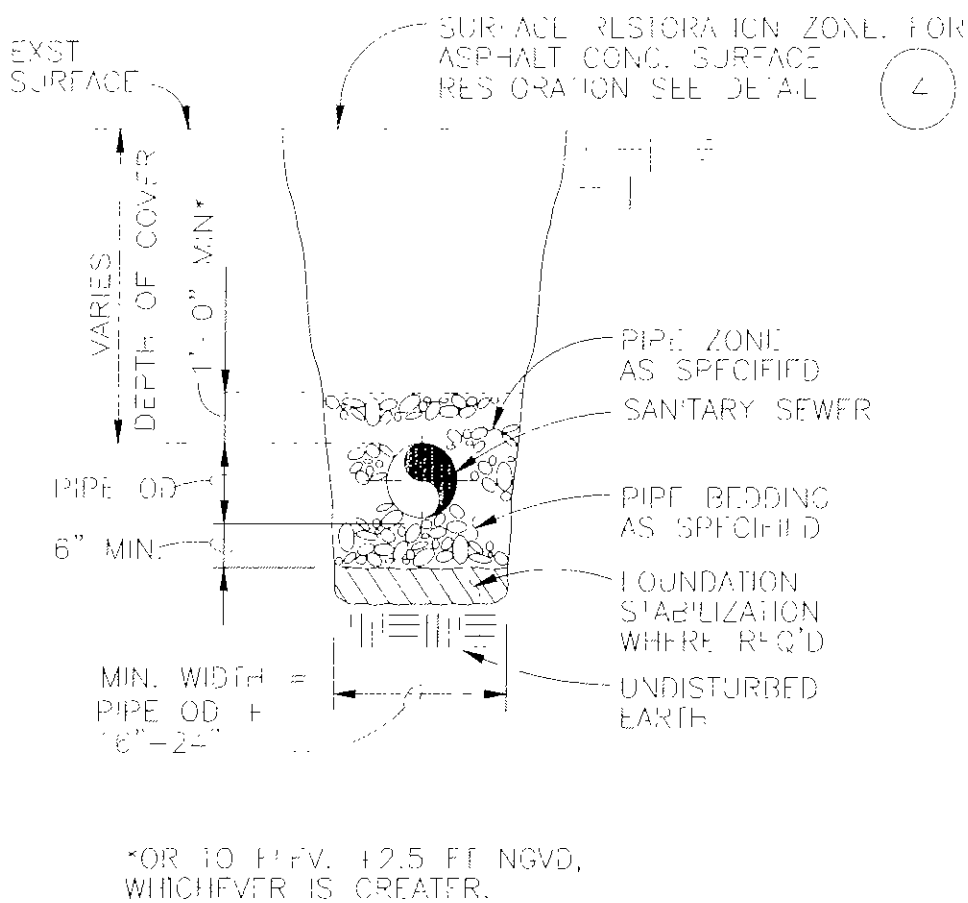
By signature, the parties each accept the provisions of this work order and authorize _____ to proceed at the direction of the City's representative in accordance with the General Services Contract between the City of Key West and _____

The City of Key West in issuing the above described Work Order authorizes _____ to proceed with the work as of this day_____ and to complete the work within 90 days. The completion date for this Work Order is _____.

_____ CITY OF KEY WEST

By: _____ By: Jim Scholl
City Manager

Date: _____ Date: _____



City of Key West
Engineering Services
604 Simonton Street
Key West, FL 33040

TYPICAL TRENCH

STANDARD DETAIL

N.T.S.

10/17/00

PART 3

CONDITIONS OF CONTRACT

GENERAL CONDITIONS
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DEFINITIONS

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

1. AS APPROVED

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

2. AS SHOWN, AND AS INDICATED

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

3. BIDDER

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

4. CONTRACT DOCUMENTS

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

5. CONTRACTOR

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

6. CONTRACT COMPLETION

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

7. DAYS

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

8. DRAWINGS

The term "Drawings" refers to the official Drawings, profiles, cross sections, elevations, details, and other working drawings and supplementary drawings, or reproductions thereof

which shows the location, character, dimensions, and details of the work to be performed.

9. ENGINEER

The person or organization identified as such in the Contract Documents. The Term "Engineer" means the Owner's Engineer, Owner's contracted Engineer, or its authorized representative.

9(a). PROJECT MANAGER

The person or organization identified as such in the Contract Documents. The Term "Project Manager" means the Owner's authorized representative overseeing the project for the City.

10. NOTICE

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

11. OR EQUAL

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

12. OWNER

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

Wherever in these Documents the word "Owner" appears, it shall be understood to mean the City of Key West whose address is 525 Angela Street, P.O. Box 1409, Key West, Florida 33041-1409.

13. PLANS (See Drawings if applicable)

14. SPECIFICATIONS

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

FEDERAL, STATE, COUNTY, AND LOCAL STANDARD SPECIFICATIONS

Where portions of the work traverse or cross federal, state, county, or local highways, roads, or streets, and the agency in control of such property has established standard specifications governing items of work that differ from these Specifications, the most stringent requirements shall apply.

The Contractor shall comply with all regulations and requirements of the State Highway Department and the County Road Department wherever the work traverses or crosses state or county highways.

15. NOTICE TO PROCEED

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

16. SUBSTANTIAL COMPLETION

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

17. WORK

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

CONTRACT DOCUMENTS

18. INTENT OF CONTRACT DOCUMENTS

The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intent of the Documents is to describe a functionally

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

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

19. DISCREPANCIES AND OMISSIONS

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

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

A. CONTRACT
B. BID
C. CRITERION FOR PROJECT
D. SPECIAL CONDITIONS
E. SUPPLEMENTARY CONDITIONS
F. REQUEST FOR BIDS
G. INSTRUCTIONS TO BIDDERS
H. GENERAL CONDITIONS
I. SPECIFICATIONS
J. DRAWINGS

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

20. CHANGES IN THE WORK

The Owner, without notice to the Sureties and without invalidating the Contract, may order changes in the work within the general scope of the Contract by altering, adding to, or

deducting from the work, the Contract being adjusted accordingly. All such work shall be executed under the conditions of the original Contract, except as specifically adjusted at the time of ordering such change.

In giving instructions, the Engineer may order minor changes in the work not involving extra cost and not inconsistent with the purposes of the project, but otherwise, except in an emergency endangering life and property, additions or deductions from the work shall be performed only in pursuance of an approved Change Order from the Owner, countersigned by the Engineer.

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

21. EXAMINATIONS AND VERIFICATION OF CONTRACT DOCUMENTS

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

22. DOCUMENTS TO BE KEPT ON THE JOBSITE

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

The Contractor shall maintain on a daily basis at the jobsite, and make available to the Engineer on request, one current record set of the Drawings which have been accurately marked to indicate all modifications in the completed work that differ from the design information shown on the Drawings. Upon Substantial completion of the work, the Contractor shall give the Engineer one (1) complete set of these marked up record Drawings.

23. ADDITIONAL CONTRACT DOCUMENTS

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

24. OWNERSHIP OF CONTRACT DOCUMENTS

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

any and all claims arising from any such reuse. Any such verification and adaptation shall entitle the Engineer to further compensation at rates to be agreed upon by the user and the Engineer.

THE ENGINEER

25. AUTHORITY OF THE ENGINEER

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

26. DUTIES AND RESPONSIBILITIES OF THE ENGINEER

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

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

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

27. LIMITATIONS ON ENGINEER'S RESPONSIBILITIES

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

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

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

28. REJECTED WORK

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

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

29. LINES AND GRADES

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

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

The Contractor shall furnish all surveys, labor, and equipment, including setting all alignment and gradient, grade stakes, batter boards, and everything necessary to lay out his/her work. The Contractor shall be responsITBle for maintaining and re-establishing

at his expense, all control points. After completion of his construction, he shall reset all permanent monuments at their original locations and elevations.

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

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

30. SUBMITTALS

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

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

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

Engineer will review submittals with reasonable promptness, but Engineer's review will be only for conformance with the design concept of the project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences, or procedures of construction (except where a specific means, method, technique, sequence, or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review of

a separate item as such will not indicate review of the assembly in which the item functions. Contractor shall make corrections required by Engineer, and shall return the required number of corrected copies of shop drawings and submit as required new samples for review. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

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

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

31. DETAIL DRAWINGS AND INSTRUCTIONS

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

THE CONTRACTOR AND HIS EMPLOYEES

32. CONTRACTOR, AN INDEPENDENT AGENT

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

32. (a) ASSIGNMENT OF CONTRACT

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

33. SUBCONTRACTING

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

The Contractor is as fully responsible to the Owner for the acts and omissions of his

Subcontractors and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.

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

34. INSURANCE AND LIABILITY

A. GENERAL

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

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

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

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

B. CONTRACTOR AND SUBCONTRACTOR INSURANCE

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

C. COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

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

D. GENERAL LIABILITY INSURANCE (INCLUDING AUTOMOBILE)

The Contractor shall maintain during the life of this Contract such general liability, completed operations and products liability, and automobile liability insurance as

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

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

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

E. BUILDERS RISK ALL RISK INSURANCE

Unless otherwise modified in the Supplementary Conditions, the Contractor shall secure and maintain during the life of this Contact, Builders Risk All Risk Insurance Coverage in an amount equal to the full value of the facilities under construction. DeductITBle shall be no greater then $5,000. Such insurance shall include coverage for earthquake, landslide, flood, collapse, loss due to the result of faulty workmanship or design, and all other normally covered risks, and shall provide losses to be paid to the Contractor, Owner, and Engineer as their interests may appear.

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

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

F. NO PERSONAL LIABILITY OF PUBLIC OFFICIALS

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

G. SURETY AND INSURER QUALIFICATIONS

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

Surety or insurance company shall be duly licensed and qualified to do business in the State of Florida. If requested, Contractor shall provide proof of Florida Licensure for all insurance companies.

35. INDEMNITY

A. Contractor shall indemnify and hold harmless the Owner, 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 Contract. Except as specifically provided herein, this Contract does not require Contractor to indemnify the Owner, its employees, officers, directors, or agents from any liability, damage, loss, claim, action, or proceeding. These indemnifications shall survive the term of this Contract. In the event that any action or proceeding is brought against the Owner by reason of any such claim or demand, Contractor shall, upon written notice from the Owner, resist and defend such action or proceeding by counsel satisfactory to the Owner.

B. 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 Owner's option, any and all claims of liability and all suits and actions of every name and description covered by Part A of this section above which may be brought against the Owner whether performed by Contractor, or persons employed or utilized by Contractor.

36. EXCLUSION OF CONTRACTOR CLAIMS

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

37. TAXES AND CHARGES

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

38. REQUIREMENTS OF STATE LAW FOR PUBLIC WORKS PROJECTS

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

39. CODES, ORDINANCES, PERMITS, AND LICENSES

The Contractor shall keep himself fully informed of all local codes and ordinances, as well as state and federal laws, which in any manner affect the work herein specified. The Contractor shall at all times comply with said codes and ordinances, laws, and regulations, and protect and indemnify the Owner, the Engineer and their respective employees, and its officers and agents against any claim or liability arising from or based on the violation of any such laws, ordinances, or regulations. All permits, licenses and inspection fees necessary for prosecution and completion of the work shall be secured and paid for by the Contractor, unless otherwise specified.

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

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

B. NOISE ORDINANCE

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

C. LICENSES

BIDDER must represent that he holds all applicable state, county, and City of Key West licenses and permits required to do business as a contractor with respect to the work descrITBed in the Contract Documents before he may Bid on the project.

The following licenses and certificates are required as a minimum:

A. All licenses or certificates required by federal, state or local statutes or regulations.

B. A valid Business Tax Receipt issued by the City of Key West, if required.

C. A valid Certificate of Competency issued by the Building Official of the City of Key West which shall remain valid throughout the time period of the Contract, if required.

Further, the successful BIDDER must, within ten (10) calendar days of Notice of Award, furnish documentation showing that, as a minimum, he has complied with the provisions of Chapter 91 of the Code of Ordinances of the City of Key West in order to enter into the Agreement contained in the Contract Documents.

40. SUPERINTENDENCE

The Contractor shall keep at the project site, competent supervisory personnel. The Contractor shall designate, in writing, before starting work, a project superintendent who shall be an employee of the Contractor and shall have complete authority to represent and

to act for the Contractor. Engineer shall be notified in writing prior to any change in superintendent assignment. The Contractor shall give efficient supervision to the work, using his best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, and procedures, and for providing adequate safety precautions and coordinating all portions of the work under the Contract. It is specifically understood and agreed that the Engineer, its employees and agents, shall not have control or charge of and shall not be responsible for the construction means, methods, techniques, procedures, or for providing adequate safety precautions in connection with the work under Contract.

40(a). CONTRACTOR'S RESPONSITBILITIES:

A. The Contractor shall employ such superintendents, foremen, and workmen as are careful and competent. Whenever the Engineer shall determine that any person employed by the Contractor is in his opinion, incompetent, unfaithful, disorderly or insubordinate, such person shall, upon notice, be discharged from the work and shall not again be employed on it except with the written consent of the Engineer. Should the Contractor fail to remove such person or persons, or fail to furnish suitable or sufficient machinery, equipment or force for the proper prosecution of the work the Engineer may withhold all estimates which are, or may become due, or may suspend the work until such orders are complied with.

B. The Contractor shall provide qualified personnel to assist the Engineer in making field checks, measurements, asbuilt checks, inspection, test runs, and the necessary quality check work related to the project work. An english speaking superintendent or foreman shall be onsight at all times.

C. The Contractor shall provide and maintain at his own expense, in a sanitary condition, such accommodations for the use of his employees as is necessary to comply with the requirements and regulations of the State and County Boards of Health. He shall commit no public nuisance.

D. The Contractor shall conduct the work so as to insure the least obstruction to traffic practicable, and shall provide for the convenience of the general public and of the residents along and adjacent to the work in a manner satisfactory to the Engineer. Materials and equipment stored on the work site shall be placed so as to cause as little obstruction to the public as possITBle and shall be lighted and barricaded as hereinafter provided. Keep driveways and entramces serving the premises clear and available to the Owner and the Owner's employees at all times. Do not use these areas for parking or storage of materials and equipment on site.

E. Unless otherwise expressly stipulated herein, the use of explosives is not contemplated in the prosecution of the Contract, and in no case will their use be permitted within a municipality without the written permission of the City Engineer and a permit issued by the Chief of the Fire Department. Where such permission for the use of explosives is obtained, the Contractor shall use the utmost care so as not to endanger life or property, and whenever directed the size and number of charges shall be reduced. All explosives shall be stored in a secure

manner, and all such storage places shall be marked clearly, "DANGEROUS EXPLOSIVES", and shall be in care of competent watchmen

41. RECEPTION OF ENGINEER'S COMMUNICATIONS

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

The Engineer may schedule project meetings for the purposes of discussing and resolving matters concerning the various elements of the work. The Engineer shall determine the time and place for these meetings, and the names of persons required being present. The Contractor shall comply with these attendance requirements and shall also require his/her Subcontractors to comply.

42. SAFETY

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

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

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

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

If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Engineer and the Owner. In addition, the Contractor must promptly report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site, giving full details and statements of witnesses.

If a claim is made by anyone against the Contractor or any Subcontractor on account of any

accident, the Contractor shall promptly report the facts in writing to the Engineer, giving full details of the claim.

A. OWNER'S RIGHT TO STOP WORK

If the Contractor or Subcontractor fails to provide adequate safety provisions as required by the Contract Documents the Owner has the right to stop all construction work at the location with inadequate safety provisions until adequate provisions are in place. The Owner shall not be liable for any delays caused by the Contractor's failure to provide and maintain required safety provisions.

B. CLEANUP PROCEDURES FOR HURRICANE WARNINGS AND HURRICANE WATCH

In the event the National Oceanographic and Atmospheric Administration (NOAA) issues a Tropical Storm Watch or a Hurricane Watch for the Keys the Engineer will Contact the Contractor informing him that the Watch has been established. Within four (4) hours of the notice the Contractor shall provide the Engineer with a written plan and schedule descrITBing how and when the Contractor will remove all unnecessary items from the work area and tie down all necessary supplies and barricades in the event a Tropical Storm Warning or a Hurricane Warning is issued. The Contractor shall remove all unnecessary items from work areas and shall tie down all movable objects (under 200 lbs.) The Engineer will determine "necessary" items. The Owner shall not be liable for any financial hardship or delays caused as a result of demobilization or remobilization of work due to the above.

C. OCCUPATIONAL SAFETY AND HEALTH

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

43. PROTECTION OF WORK AND PROPERTY

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

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

43(a). HISTORIC PRESERVATION

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

44. RESPONSIBILITY OF CONTRACTOR TO ACT IN AN EMERGENCY

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

45. MATERIALS AND APPLIANCES

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

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

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

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

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

47. SUBSTITUTION OF MATERIALS

Except for Owner-selected equipment items, and items where no substitution is clearly specified, whenever any material, article, device, product, fixture, form, type of

construction, or process is indicated or specified by patent or proprietary name, by name of manufacturer, or by catalog number, such specifications shall be deemed to be used for the purpose of establishing a standard of quality and facilitating the description of the material or process desired. This procedure is not to be construed as eliminating from competition other products of equal or better quality by other manufacturers where fully suitable in design, and shall be deemed to be followed by the words "or equal". The Contractor may, in such cases, submit complete data to the Engineer for consideration of another material, type, or process, which shall be substantially equal in every respect to that so indicated or specified. Substitute materials shall not be used unless approved in writing. The Engineer will be the sole judge of the substituted article or material.

48. TESTS, SAMPLES, AND OBSERVATIONS

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

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

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

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

49. ROYALTIES AND PATENTS

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

50. CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

If the work should be stopped under an order of any court or other public authority for a period of more than three (3) months, through no act or fault of the Contractor, its Subcontractors, or respective employees or if the Engineer should fail to make recommendation for payment to the Owner or return payment request to Contractor for

revision within thirty (30) calendar days after it is due, or if the Owner should fail to pay the Contractor within thirty (30) calendar days after time specified in Article PARTIAL PAYMENTS, any sum recommended by the Engineer, then the Contractor may, upon 15 days' written notice to the Owner and the Engineer, stop work or terminate this Contract and recover from the Owner payment for all acceptable work performed and reasonable termination expenses, unless said default has been remedied.

51. CORRECTION OF DEFECTIVE WORK DURING WARRANTY PERIOD

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

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

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

PROGRESS OF THE WORK

52. BEGINNING OF THE WORK

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

53. SCHEDULES AND PROGRESS REPORTS

Prior to starting the construction, the Contractor shall prepare and submit to the Engineer, a progress schedule showing the dates on which each part or division of the work is expected to be started and finished, and a preliminary schedule for submittals. The progress schedule

for submittals shall be brought up to date and submitted to the Engineer at the end of each month or at such other times the Engineer may request.

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

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

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

Unless specifically authorized by the Engineer, work shall not be performed during the Goombay Festival, Fantasy Fest, Thanksgiving, or Christmas.

54. PROSECUTION OF THE WORK

It is expressly understood and agreed that the time of beginning, rate of progress, and time of completion of the work are the essence of this Contract. The work shall be prosecuted at such time, and in or on such part or parts of the project as may be required, to complete the project as contemplated in the Contract Documents and the progress schedule.

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

55. OWNER'S RIGHT TO RETAIN IMPERFECT WORK

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

55(a). OWNER'S RIGHT TO STOP WORK

If the Contractor or any subcontractor should fail to provide adequate safety provisions required by the Contract Documents, including but not limited to maintenance of traffic, trench safety devices and procedures, safety fencing, barricading, signage or unsafe work practices, the Owner has the right to issue a Stop Work Notice and stop all construction work at the location with the inadequate safety provisions until such time that adequate safety provisions are in place. The Owner shall not be liable for delays caused by the Contractor's failure to provide and maintain required safety provisions. No extension of time will be granted to the Contractor for delays occurring due to a Stop Work Notice.

56. OWNER'S RIGHT TO DO WORK

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

57. OWNER'S RIGHT TO TRANSFER EMPLOYMENT

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

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

58. DELAYS AND EXTENSION OF TIME

If the Contractor is delayed in the progress of the work by any act or neglect of the Owner or the Engineer, or by any separate Contractor employed by the Owner, or by strikes, lockouts, fire, adverse weather conditions not reasonably anticipated, or acts of Nature, and if the Contractor, within forty-eight (48) hours of the start of the occurrence, gives written notice to the Owner of the cause of the potential delay and estimate of the possible time extension involved, and within ten (10) calendar days after the cause of the delay has been remedied, the Contractor gives written notice to the Owner of any actual time extension

requested as a result of the aforementioned occurrence, then the Contract time may be extended by change order for such reasonable time as the Engineer determines. It is agreed that no claim shall be made or allowed for any damages, loss, or expense which may arise out of any delay caused by the above referenced acts or occurrences other than claims for the appropriate extension of time.

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

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

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

59. DIFFERING SITE CONDITIONS

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

A. Subsurface or latent physical conditions at the site which differ materially from those indicated in this contract,

B. Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

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

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

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

60. LIQUIDATED DAMAGES

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

61. OTHER CONTRACTS

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

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

62. USE OF PREMISES

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

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

63. SUBSTANTIAL COMPLETION DATE

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

64. PERFORMANCE TESTING

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

65. OWNER'S USE OF PORTIONS OF THE WORK

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

66. CUTTING AND PATCHING

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

67. CLEANING UP

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

PAYMENT

68. PAYMENT FOR CHANGE ORDERS

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

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

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

A. UNIT PRICES

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

B. LUMP SUM

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

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

C. COST REIMBURSEMENT WORK

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

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

1. Labor including foremen for those hours they are assigned and participating in the cost reimbursement work (actual payroll cost, including wages, fringe benefits as established by negotiated labor agreements, labor insurance, and labor taxes as established by law). No other fixed labor burdens will be

considered, unless approved in writing by the Owner.

2. Material delivered and used on the designated work, including sales tax, if paid by the Contractor or his Subcontractor.

3. Rental, or equivalent rental cost of equipment, including necessary transportation for items having a value in excess of one hundred (100) dollars.

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

4. Additional bond, as required and approved by the owner.

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

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

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

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

Valid copies of vendors' invoices shall substantiate material charges. Such invoices shall be submitted with the daily report sheets, or, if not available, they shall be submitted with subsequent daily report sheets. Said daily report sheets shall be signed by the Contractor or his authorized agent.

The Owner reserves the right to furnish such materials and equipment as he deems

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

69. PARTIAL PAYMENTS

A. GENERAL

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

B. ESTIMATE

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

The Owner will make payment to the Contractor within forty five (45) calendar days upon receipt of the written recommendation of payment from the Engineer.

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

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

1. The work is defective, or completed work has been damaged requiring correction or replacement.

2. Written claims have been made against Owner or Liens have been filed in connection with the work.

3. The Contract Price has been reduced because of Change Orders.

4. Owner has been required to correct defective work or complete the work in accordance with Article OWNER'S RIGHT TO DO WORK;

5. Of Contractor's unsatisfactory prosecution of the work in accordance with the Contract Documents; or

6. Contractor's failure to make payment to Subcontractors or for labor, materials, or equipment.

C. DEDUCTION FROM ESTIMATE

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

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

D. QUALIFICATION FOR PARTIAL PAYMENT FOR MATERIALS DELIVERED

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

1. Materials, as used herein, shall be considered to be those items that are fabricated and manufactured material and equipment. No consideration shall be given to individual purchases of less than two hundred (200) dollars for any one item.

2. To receive partial payment for materials delivered to the site, but not incorporated in the work, it shall be necessary for the Contractor to include a list of such materials on the Partial Payment Request. At his sole discretion, the Engineer may approve items for which partial payment is to

be made. Partial payment shall be based on the Contractor's actual cost for the materials as evidenced by invoices from the supplier. Proper storage and protection shall be provided by the Contractor, and as approved by the Engineer. Final payment shall be made only for materials actually incorporated in the work and, upon acceptance of the work, all materials remaining for which advance payments had been made shall revert to the Contractor, unless otherwise agreed, and partial payments made for these items shall be deducted from the final payment for the work.

3. Contractor warrants and guarantees that title to all work, materials, and equipment covered by any Application for Payment, whether incorporated in the project or not, will pass to Owner at the time of payment free and clear of all liens, claims, security interests, and encumbrances.

4. If requested by the Engineer, the Contractor shall provide, with subsequent pay requests, invoices receipted by the supplier showing payment in full has been made.

E. PAYMENT

After deducting the retainage and the amount of all previous partial payments made to the Contractor from the amount earned, the amount due will be made payable to the Contractor. Recommendations for payment received by the Owner less than forty five (45) calendar days prior to the scheduled day for payment will not be processed or paid until the following month.

70. CLAIMS FOR EXTRA WORK

In any case where the Contractor deems additional time or compensation will become due him under this Contract for circumstances other than those defined in Article DELAYS AND EXTENSION OF TIME, the Contractor shall notify the Engineer, in writing, of his intention to make claim for such time or compensation before he begins the work on which he bases the claim, in order that such matters may be settled, if possible, or other appropriate action taken. The notice of claim shall be in duplicate, in writing, and shall state the circumstances and the reasons for the claim, but need not state the amount. If such notification is not given, or if the Engineer is not afforded proper facilities by the Contractor for keeping strict account of actual costs, then the Contractor hereby agrees to waive the claim for such additional time or compensation. Such notice by the Contractor, and fact that the Engineer has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim.

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

71. RELEASE OF LIENS OR CLAIMS

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

72. FINAL PAYMENT

Upon completion of the work, the Contractor shall notify the Engineer, in writing, that he has completed it and shall request final payment for that Work Performed. The Contractor shall be responsITBle for keeping an accurate and detailed record of his actual construction. Upon completion of construction and before final acceptance and payment, the Contractor shall furnish the Engineer record drawings (if applicable) of his construction. Upon receipt of a request for final payment and the record drawings, the Engineer will inspect and, if acceptable, submit to the Owner his recommendation as to acceptance of the completed work and as to the final estimate of the amount due the Contractor. Upon approval of this final estimate by the Owner and compliance by the Contractor with provisions in Article 71. RELEASE OF LIENS OR CLAIMS, and other provisions as may be applicable, the Owner shall pay to the Contractor all monies due him under the provisions of these Contract Documents.

73. NO WAIVER OF RIGHTS

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

74. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

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

SUPPLEMENTARY CONDITIONS

REVISIONS AND ADDITIONS TO THE GENERAL CONDITIONS
The General Conditions are hereby revised as follows:

ARTICLE 9 "ENGINEER"

Add the following:

Wherever in these Documents the word "Engineer" appears, it shall be understood to mean the Owner's representative overseeing the project for the City.

ARTICLE 34 INSURANCE AND LIABILITY

Contractor shall maintain limits no less than those stated below:

A. Worker's Compensation – Statutory – in compliance with the Compensation law of the State of Florida. The coverage must include Employer's Liability with a limit of One Million ($1,000,000.00) Dollars each accident.

B. Commercial General Liability Insurance with a minimum limit of liability per occurrence of One Million ($1,000,000.00) Dollars for bodily injury and property damage. This insurance shall include the following coverage:
   - Premises-Operations
   - Broad Form Contractual Liability
   - Products and Completed Operations
   - Use of Independent Contractors and Subcontractors
   - Personal Injury
   - Broad Form Property Damage

C. Business Automobile Liability Insurance with a minimum limit of liability per occurrence of One Million ($1,000,000.00) Dollars for bodily injury and property damage. This insurance shall include for bodily injury and property damage the following coverage:
   - Owned automobiles
   - Hired automobiles
   - Non-owned automobiles

D. Excess/Umbrella Liability shall have a minimum limit of Two Million ($2,000,000.00) per occurrence/aggregate.

E. It shall be the responsibility of the Contractor to ensure that all subcontractors comply with the same insurance requirements as is required of Contractor.

F. Certificates of Insurance meeting the required insurance provisions shall be forwarded to Engineer, Owner's and Risk Management.

ARTICLE 34 "BUILDERS RISK ALL RISK INSURANCE"
Builders Risk All Risk Insurance is not required as part of this contract.

BID FORM

#	Item	Unit	Douglas N. Higgins	Charely Toppino & Sons
1	**Performance and Payment Bonds**			
a	For First $100,000 Worth of Construction Per/$1,000 of Construction	ea	$20.00	$14.40
b	Next $400,000 Worth of Construction Per/$1,000 of Construction	ea	$18.00	$14.40
c	Next $2,000,000 Worth of Construction Per/$1,000 of Construction	ea	$18.00	$9.00
d	Next $2,500,000 Worth of Construction Per/$1,000 of Construction	ea	$15.00	$7.80
e	Next $2,500,000 Worth of Construction Per/$1,000 of Construction	ea	$15.00	$7.20
2	**Mob/Demob**			
a	Mobilization and Demobilization, % of Work Order (includes M.O.T., General & Supplementary Conditions, Certified AutoCAD As-builts)	%	5.00%	5.00%
b	Project Signs	ea	$1,000.00	$700.00
3	**Personnel**			
a	Superintendent	hr	$105.00	$80.73
b	Foreman	hr	$85.00	$60.55
c	Operator	hr	$60.00	$38.75
d	Laborer	hr	$44.00	$27.90
e	Mason	hr	$60.00	$46.50

#	Item	Unit	Douglas N. Higgins	Charely Toppino & Sons
f	Licensed Surveyor	hr	$325.00	$77.50
4	**Equipment**			
a	Backhoe, with Rock Bucket, without Operator, Cat 426, or Equal	day	$400.00	$765.00
b	Backhoe, with Rock Bucket, without Operator, Cat 320, or Equal	day	$550.00	$810.00
c	Wheel Front End Loader, without Operator, Cat 950, or Equal	day	$550.00	$810.00
d	Air Compressor, 165 C.F.M.	day	$230.00	$225.00
e	Dump Truck, 15 CY, without Operator	day	$450.00	$630.00
f	Flatbed Dump Truck, without Operator	day	$340.00	$450.00
g	Backhoe, Rubber Tire, Various Attachments, without Operator, Ackerman H7MC, or equal	day	$900.00	$1,125.00
h	Trailer, Scow, off-road sand truck, without Operator, 24 CY minimum	day	$350.00	$720.00
i	Pavement Saw	day	$170.00	$180.00
j	3-inch Trash Pump	day	$170.00	$180.00
k	4-inch Trash Pump	day	$300.00	$270.00
l	6-inch Hydraulic Pump	day	$800.00	$720.00
m	1000 Gallon Sediment Box	day	$300.00	$180.00
n	Jet Truck (Cleaning)	day	$1,800.00	$1,350.00

#	Item	Unit	Douglas N. Higgins	Charely Toppino & Sons
o	Laser	day	$80.00	$45.00
p	Vibratory Roller	day	$400.00	$495.00
q	Plate Compactor	day	$80.00	$90.00
r	Dozer	day	$500.00	$765.00
s	Road Grader	day	$900.00	$900.00
t	Bob Cat or equivalent	day	$300.00	$405.00
u	Water Truck	day	$350.00	$450.00
v	Huber Grader	day	$450.00	$675.00
w	18" Auger Truck	day	$1,900.00	$3,600.00
5	**Materials**			
a	Crushed Lime rock	ton	$60.00	$35.00
b	No. 57 Rock	ton	$60.00	$35.00
c	No. 89 Rock	ton	$60.00	$40.00
d	Screening Sand	ton	$60.00	$35.00
e	Ortona Sand (0.35 - 0.65 grain size)	ton	$90.00	$65.00
f	Coral Sand	ton	$150.00	$35.00

#	Item	Unit	Douglas N. Higgins	Charely Toppino & Sons
g	No. 4 Rock	ton	$60.00	$35.00
h	Sod	sf	$2.50	$0.50
	Trench Excavation and Backfill Per Detail 3123-110			
6	**Pipe 12 inches and Under**			
a	0 - 6 feet Deep	lf	$65.00	$70.77
b	6 - 8 feet Deep	lf	$70.00	$92.56
c	8 - 10 feet Deep	lf	$90.00	$115.79
d	10 - 12 feet Deep	lf	$114.00	$149.54
7	**Pipe 15 inches through 24 inches**			
a	0 - 6 feet Deep	lf	$75.00	$78.77
b	6 - 8 feet Deep	lf	$85.00	$81.06
c	8 - 10 feet Deep	lf	$100.00	$119.47
d	10 - 12 feet Deep	lf	$130.00	$146.72
8	**Pipe 30 inches through 36 inches**			
a	0 - 6 feet Deep	lf	$85.00	$130.22
b	6 - 8 feet Deep	lf	$95.00	$148.53

#	Item	Unit	Douglas N. Higgins	Charely Toppino & Sons
c	8 - 10 feet Deep	lf	$120.00	$207.79
d	10 - 12 feet Deep	lf	$175.00	$372.10
9	**Pipe 42 inches through 48 inches**			
a	0 - 6 feet Deep	lf	$125.00	$156.66
b	6 - 8 feet Deep	lf	$140.00	$197.19
c	8 - 10 feet Deep	lf	$165.00	$262.93
d	10 - 12 feet Deep	lf	$200.00	$379.25
10	**Pipe 54 inches through 60 inches**			
a	0 - 6 feet Deep	lf	$155.00	$173.25
b	6 - 8 feet Deep	lf	$180.00	$215.71
c	8 - 10 feet Deep	lf	$210.00	$287.61
d	10 - 12 feet Deep	lf	$240.00	$429.33
	During Sewer Service Lateral Installation, Not Part of Sewer Main Installation			
11	**Pipe 6 inches**			
a	0 - 6 feet Deep	lf	$50.00	$50.00
b	6 - 8 feet Deep	lf	$65.00	$75.00

#	Item	Unit	Douglas N. Higgins	Charely Toppino & Sons
c	8 - 10 feet Deep	lf	$78.00	$100.00
d	10 - 12 feet Deep	lf	$94.00	$120.00
12	**Foundation Stabilization**			
a	Foundation Stabilization	cy	$75.00	$50.00
13	**Trench Safety System(s)**			
a	Trench Safety System - OSHA Compliance	lf	$10.00	$50.00
14	**Surface Restoration**			
a	Lime Rock Base	sy	$40.00	$18.00
b	Lime Rock Base over Sewer Trenches, Pipe 12 inches through 24 inches	lf	$19.00	$30.00
c	Lime Rock Base over Sewer Trenches, Pipe 30 inches through 48 inches	lf	$24.00	$45.00
d	Lime Rock Base over Sewer Service Lines	lf	$30.00	$30.00
e	Asphalt Surface repair	sy	$15.00	$100.00
f	Flowable Fill (500 psi)	cy	$180.00	$180.00
15	**Pavement**			
a	Removal of Bitumius Surface	sy	$2.00	$0.50
b	Raise Manholes Lids	ea	$700.00	$250.00

#	Item	Unit	Douglas N. Higgins	Charely Toppino & Sons
c	Raise Water Valve	ea	$400.00	$300.00
d	Raise Stormwater Inlet Grates	ea	$700.00	$250.00
e	Asphalt Concrete Overlay	ton	$190.00	$516.00
f	Rework Existing Base	sy	$5.00	$4.80
g	Asphalt Concrete Leveling Course	ton	$190.00	$507.60
h	Asphalt Milling, (angle milling machine) for small patchwork (less than 400 SF patches)	sy	$6.00	$110.40
i	Asphalt Milling, (road or curbside or large sections)	sy	$5.00	$49.20
j	Asphalt Imprinting / Asphalt Coloring	sy	$10.00	$100.00
k	Saw Cut Asphalt 0"-6"	lf	$4.00	$1.00
l	Saw Cut Asphalt >6"	lf	$6.00	$2.00
m	Saw Cut Concrete 0"-6"	lf	$5.00	$2.00
n	Saw Cut Concrete >6"	lf	$8.00	$5.00
16	**Sidewalk Installation**			
a	4 inches depth	sf	$10.00	$7.50
b	6 inches depth	sf	$11.00	$8.90
c	Rebar # 4	lb	$4.00	$1.55

#	Item	Unit	Douglas N. Higgins	Charely Toppino & Sons
d	Concrete sidewalk and curb repairs	cy	$300.00	$400.00
e	Thickened Edge	lf	$25.00	$6.00
17	**Curb Installation**			
a	FDOT Type D	lf	$47.00	$21.00
b	FDOT Type F	lf	$57.00	$25.00
c	FDOT Drop Curb	lf	$55.00	$22.00
18	**Formed Concrete, placed**			
a	Misc. Formed Concrete, placed (i.e.: small retaining walls, etc.)	cy	$950.00	$650.00
b	Concrete Band (12" x 18" with steel)	cy	$950.00	$600.00
19	**Pigmentation of Concrete ("Lambert Southwest Dry Cement Colors" integral, or equal)**			
a	All colors	sf	$10.00	$10.00
20	**Stamped Concrete**			
a	Stamping Concrete	sf	$14.00	$10.00
b	Sealer – Lambert Colorseal (one coat), or equal	sf	$4.00	$3.00
21	**Detectable Warning Paver**			
a	2-1/4 X 3-5/8 X 7-5/8 Brick Pavers with ADAAG Detectable Warning System - Endicott or	sf	$30.00	$25.00

#	Item	Unit	Douglas N. Higgins	Charely Toppino & Sons
b	2-1/4 X 4 X 8 Brick Pavers with ADAAG Detectable Warning System - Endicott or equal	sf	$30.00	$27.00
22	**Pavement Markings**			
a	Crosswalk	lf	$8.00	$10.00
b	STOP	ea	$400.00	$100.00
c	Arrow	ea	$400.00	$100.00
d	Separation of Lanes	lf	$8.00	$2.00
e	White line	lf	$7.00	$1.50
23	**Brick**			
a	Brick Installed (ASTM Specification Heavy Vehicular Paving Brick Type II)	sf	$25.00	$15.00
b	Brick Installed (ASTM Specification Pedestrian Paving Brick Type I)	sf	$25.00	$10.00
	Stormwater Gravity Injection Well Construction			
24	**Baffle Box with Injection Well**			
a	Install 100' Gravity Injection Well with Triple Chamber Baffle Box, with One Inlet Grate & Two Manhole Lids with a minimum of 60 feet of 24" PVC Schedule 80	ea	$92,000.00	$69,000.00
b	Install 100' Gravity Injection Well with Triple Chamber Baffle Box, with Three Manhole Lids with a minimum of 60 feet of 24" PVC Schedule 80 grouted casing.	ea	$92,000.00	$68,000.00
	Catch Basin and Inlets			
25	**Curb Inlet**			

#	Item	Unit	Douglas N. Higgins	Charely Toppino & Sons
a	Type 1 Top, Type P Bottom with 4 foot Diameter Alternate A, 0 6-foot Depth	ea	$6,000.00	$3,411.20
b	Type 2 Top, Type P Bottom with 4 foot Diameter Alternate A, 0 6-foot Depth	ea	$6,000.00	$4,066.40
c	Type 9 Top, Type P Bottom with 4 foot Diameter Alternate A, 0 6-foot Depth	ea	$6,000.00	$1,467.70
d	Type F-3, Type P Bottom with 4 foot Diameter Alternate A, 0 6-foot Depth	ea	$6,000.00	$2,600.00
e	Additional Depth over 6 foot for Type 1, Type 2 or Type 9 Curb Inlet, Type P Bottom with 4 foot Diameter Alternate A	vf	$500.00	$260.00
26	**Ditch Bottom Inlet**			
a	Type C, 0 6 foot Depth	ea	$6,000.00	$904.80
b	Additional Depth over 6 foot Depth for Ditch Bottom Inlet, Type C	vf	$500.00	$260.00
c	Type J, 0 6 foot Depth	ea	$6,000.00	$1,761.50
d	Additional Depth over 6 foot Depth for Ditch Bottom Inlet, Type J	vf	$500.00	$260.00
e	Removal of Existing Inlets or Storm Manholes Structures, Unclassified Depth	ea	$2,000.00	$1,300.00
27	**ADS Polyethylene Pipe**			
a	12 inches	lf	$23.00	$8.71
b	15 inches	lf	$26.00	$11.90
c	18 inches	lf	$30.00	$14.77
d	24 inches	lf	$36.00	$25.82

#	Item	Unit	Douglas N. Higgins	Charely Toppino & Sons
e	36 inches	lf	$50.00	$47.23
f	42 inches	lf	$80.00	-
28	**Reinforced Concrete Pipe**			
a	15 inches	lf	$46.00	$12.19
b	18 inches	lf	$52.00	$16.97
c	24 inches	lf	$70.00	$25.84
29	**Reinforced Concrete Pipe Class IV**			
a	24 inches	lf	$82.00	$33.59
b	30 inches	lf	$105.00	$48.37
c	36 inches	lf	$118.00	$67.42
d	48 inches	lf	$175.00	$102.60
30	**PVC Sch 40**			
a	1/2 inch	lf	$2.00	$0.44
b	3/4 inch	lf	$3.00	$0.74
c	1 inch	lf	$4.00	$1.25
d	2 inch	lf	$5.00	$1.01

#	Item	Unit	Douglas N. Higgins	Charely Toppino & Sons
e	4 inch	lf	$8.00	$2.43
f	6 inch	lf	$10.00	$7.96
31	**PVC Sch 80**			
a	1/2 inch	lf	$3.00	$0.96
b	3/4 inch	lf	$4.00	$1.00
c	1 inch	lf	$5.00	$1.13
d	2 inch	lf	$6.00	$2.11
e	4 inch	lf	$10.00	$6.20
f	6 inch	lf	$12.00	$14.04
32	**C - 900 Pipe DR18**			
a	4 inch	lf	$6.00	$3.64
b	6 inch	lf	$10.00	$7.28
c	8 inch	lf	$15.00	$12.66
d	10 inch	lf	$22.00	$18.88
e	12 inch	lf	$28.00	$26.65
33	**C - 900 Pipe DR25**			

#	Item	Unit	Douglas N. Higgins	Charely Toppino & Sons
a	4 inch	lf	$5.00	$2.60
b	6 inch	lf	$9.00	$5.33
c	8 inch	lf	$12.00	$8.91
d	10 inch	lf	$16.00	$13.72
e	12 inch	lf	$22.00	$19.37
34	**C - 905 Pipe DR25**			
a	14 inch	lf	$60.00	$24.70
b	16 inch	lf	$70.00	$31.81
c	18 inch	lf	$80.00	$40.11
d	20 inch	lf	$90.00	$49.10
e	24 inch	lf	$110.00	$70.51
f	30 inch	lf	$150.00	$117.40
g	36 inch	lf	$200.00	$180.91
h	42 inch	lf	$360.00	$330.81
i	48 inch	lf	$500.00	$431.21
35	**C - 905 Pipe DR41**			

#	Item	Unit	Douglas N. Higgins	Charely Toppino & Sons
a	14 inch	lf	$55.00	$19.01
b	16 inch	lf	$62.00	$20.01
c	18 inch	lf	$73.00	$30.00
d	20 inch	lf	$83.00	$30.51
e	24 inch	lf	$90.00	$44.51
f	30 inch	lf	$115.00	$72.67
g	36 inch	lf	$150.00	$112.50
h	42 inch	lf	$265.00	$206.80
i	48 inch	lf	$370.00	$269.92
36	**Joints**			
a	Mechanically Restrained Joints for PVC Pipe 4"	ea	$80.00	$44.11
b	Mechanically Restrained Joints for PVC Pipe 6"	ea	$90.00	$57.94
c	Mechanically Restrained Joints for PVC Pipe 8"	ea	$120.00	$95.62
d	Mechanically Restrained Joints for PVC Pipe 10"	ea	$190.00	$166.35
e	Mechanically Restrained Joints for PVC Pipe 12"	ea	$220.00	$181.99
f	Mechanically Restrained Joints for PVC Pipe 16"	ea	$500.00	$433.43

#	Item	Unit	Douglas N. Higgins	Charely Toppino & Sons
g	Mechanically Restrained Joints for PVC Pipe 18"	ea	$550.00	$496.86
h	Mechanically Restrained Joints for PVC Pipe 20"	ea	$900.00	$735.05
i	Mechanically Restrained Joints for PVC Pipe 24"	ea	$1,000.00	$859.86
j	Mechanically Restrained Joints for PVC Pipe 30"	ea	$1,700.00	$1,744.44
k	Mechanically Restrained Joints for PVC Pipe 36"	ea	$2,200.00	$2,162.36
l	Mechanically Restrained Joints for PVC Pipe 42"	ea	$2,600.00	$2,522.00
m	Mechanically Restrained Joints for PVC Pipe 48"	ea	$3,300.00	$3,201.41
37	**Other**			
a	Removal of Existing Storm Drain Pipe, Unclassified Depth and Diameter	lf	$70.00	$25.00
b	Additional Cost for Exfiltration Trench	lf	$195.00	$150.00
c	Seepage Trench	lf	$200.00	$150.00
d	French Drain	lf	$180.00	$150.00
	Manhole and Miscellaneous Concrete Construction			
38	**Manholes**			
a	Standard 4 foot Diameter Manholes, 0-6-foot Depth	ea	$6,000.00	$3,494.40
b	Standard 4 foot Diameter Manholes, over 6 foot Depth	vf	$500.00	$345.80

#	Item	Unit	Douglas N. Higgins	Charely Toppino & Sons
c	Drop Manhole Assemblies	vf	$300.00	$156.00
d	Additional Cost to Provide Watertight Manhole Frame and Cover in Lieu of Standard Frame and Cover	ea	$3,300.00	$156.00
e	Conflict Manholes (6-foot Diameter), 0-6 foot Depth	ea	$9,000.00	$1,982.50
f	Conflict Manholes (6 foot Diameter), Over 6 foot Depth	vf	$800.00	$156.00
39	**Service Connection Pipe Stub outs**			
a	6 inches	ea	$440.00	$500.00
b	Connections to Existing Manholes	ea	$2,200.00	$800.00
c	Removal of Existing Manholes, Unclassified Depth	ea	$2,800.00	$850.00
d	Adjusting Existing Manholes	ea	$1,200.00	$250.00
	Sewer Connection Services			
40	**Sewer Service Connection Pipe**			
a	Connection at Trench Wall	ea	$1,000.00	$500.00
b	Cleanouts	ea	$440.00	$300.00
c	Cleanout Box	ea	$440.00	$300.00
41	**During Sewer Service Lateral Installation, Not Part Of Sewer Main Installation**			
a	PVC Wye Installation Any Size	ea	$60.00	$250.00

#	Item	Unit	Douglas N. Higgins	Charely Toppino & Sons
b	Insert a Tee 6"	ea	$500.00	$500.00
	Cleaning and Internal Inspection of Existing Sewers			
42	**Cleaning**			
a	6-10 inch Diameter Pipe	lf	$18.00	$4.80
b	12 - 15 inch Diameter Pipe	lf	$22.00	$7.20
c	18-24 inch Diameter Pipe	lf	$30.00	$13.20
d	36-42 inch Diameter Pipe	lf	$45.00	$15.60
e	Manholes, Any Diameter	ea	$800.00	$250.00
43	**PVC Wye Fittings or Connections**			
a	6 x 6	ea	$200.00	$45.86
b	8 x 6	ea	$230.00	$59.59
c	10 x 6	ea	$270.00	$200.60
d	12 x 6	ea	$340.00	$273.23
e	15 x 6	ea	$540.00	$461.39
f	Ductile Iron or Cast Iron Fittings, Complete with Cement Mortar Lining and Thrust Blocks	lb	$20.00	$1,676.25
44	**Connections to Dissimilar Gravity Pipe**			

#	Item	Unit	Douglas N. Higgins	Charely Toppino & Sons
a	8 inches	ea	$180.00	$27.25
b	10 inches	ea	$230.00	$40.50
c	12 inches	ea	$330.00	$47.26
d	15 inches	ea	$430.00	$81.06
e	Removal of Existing Sanitary Sewer lines, Unclassified Depth and Diameter	lf	$60.00	$62.50
f	Concrete Encasement with steel	cy	$540.00	$300.00
	Manually Operated Valves and Check Valves			
45	**Installation of Plug Valves and Valve Boxes**			
a	4 inches	ea	$800.00	$1,250.00
b	6 inches	ea	$1,000.00	$1,750.00
c	8 inches	ea	$1,400.00	$21,887.50
d	10 inches	ea	$2,600.00	$3,500.00
e	12 inches	ea	$3,200.00	$4,625.00
f	18 inches	ea	$7,000.00	$8,945.00
46	**Environmental Protection**			
a	Turbidity Screen	lf	$18.00	$12.50

#	Item	Unit	Douglas N. Higgins	Charely Toppino & Sons
b	Silt Barrier	lf	$6.00	$2.50
c	Concrete Encasement with steel	cy	$5,000.00	$375.00
d	Dewatering Trench 4 ft deep	LS	$1,500.00	$625.00
e	Dewatering Trench 6 ft deep	LS	$2,000.00	$937.00
f	Dewatering Trench 8 ft deep	LS	$3,000.00	$1,250.00
g	Dewatering Trench 10 ft deep	LS	$5,000.00	$1,875.00
h	Dewatering Trench 12 ft deep	LS	$8,000.00	$2,500.00
i	Dewatering Pit Excavation	LS	$8,000.00	$2,500.00
47	**Waterline Relocation**			
a	4 inch	lf	$80.00	$50.00
b	6 inch	lf	$90.00	$70.00
c	8 inch	lf	$110.00	$95.00
d	10 inch	lf	$130.00	$110.00
e	12 inch	lf	$150.00	$150.00
f	14 inch	lf	$180.00	$180.00
g	16 inch	lf	$240.00	$210.00

#	Item	Unit	Douglas N. Higgins	Charely Toppino & Sons
h	18 inch	lf	$280.00	$220.00
48	**Permitting**			
a	Waterline Install -FKAA	ea	cost plus 15%	$1,500.00
b	FDEP	ea	cost plus 15%	$2,000.00
49	**Testing**			
a	Bacterial Test-waterline	ea	$3,000.00	$1,725.00
b	Compaction Testing for soil	ea	$300.00	$287.50
c	Gravity Sewerline Pressure Test	ea	$400.00	$1,380.00
d	Forcemain Sewerline Pressure Test	ea	$2,000.00	$1,380.00
e	Infiltration Test for manholes	ea	$300.00	$1,380.00
f	Waterline Pressure Test	ea	$2,000.00	$1,380.00
50	**Landscaping**			
a	Transplant Existing Tree (0-10" in diameter) includes all labor, materials, equipment & maintenance	ea	$1,300.00	$500.00
b	Plant New Tree (0-10" diameter) includes all labor, materials, equipment & maintenance	ea	$2,400.00	$1,000.00
c	Transplant Existing Tree (over 10" in diameter) includes all labor, materials, equipment & maintenance	ea	$2,400.00	$1,000.00
d	Plant New Tree (over 10" in diameter) includes all labor, materials, equipment & maintenance	ea	$4,200.00	$2,000.00

#	Item	Unit	Douglas N. Higgins	Charely Toppino & Sons
e	Sod Removal	sf	$0.10	$0.45
f	Sod Placement	sf	$0.50	$0.50
g	Seeding	sf	$0.20	$0.50
h	Debris Removal and hauling to an acceptable certified landfill	ton	$100.00	$100.00
i	Tree removal: 8"-10" Diameter Pine	ea	$2,000.00	$500.00
j	Fence: 6' Chain Link w/ 3 strand Barbed wire: remove & reinstall	ea	$1,000.00	$15.00
51	**Roadway Signs**			
a	F.D.O.T Sign Installation (includes sign, post and installation)	ea	$500.00	$500.00
52	**Other**			
a	Markup Allowed -materials, equipment, testing, etc. not listed above	%	15.00%	15.00%
53	**HDPE DR 17**			
a	12 inch		$40.00	$39.16
b	18 inch		$54.00	$78.43
c	24 inch		$110.00	$140.14
d	30 inch		$140.00	$217.80
54	**HDPE DR 21**			
a	12 inch		$35.00	$39.16

#	Item	Unit	Douglas N. Higgins	Charely Toppino & Sons
b	18 inch		$49.00	$78.43
c	24 inch		$100.00	$140.14
d	30 inch		$120.00	$217.80
55	**Ductile Iron Pipe**			
a	4 inch		$15.00	$20.70
b	6 inch		$20.00	$22.34
c	8 inch		$28.00	$27.86
d	10 inch		$37.00	$35.98
e	12 inch		$48.00	$46.10
f	18 inch		$100.00	$94.46
g	24 inch		$147.00	$145.67
h	30 inch		$220.00	$222.80