

RESOLUTION NO. 16-197

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AWARDED THE BID OF CHARLEY TOPPINO AND SONS, INC. FOR RIGHT OF WAY IMPROVEMENTS 2016 CONTRACT, IN ACCORDANCE WITH THE TERMS SPECIFIED IN ITB 014-16, INCLUDING UNIT PRICING (AN AMOUNT NOT TO EXCEED BUDGETED FUNDS OF \$1,314,403.00); AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT IN SUBSTANTIAL CONFORMANCE WITH THE CONTRACT DOCUMENTS CONTAINED IN THE BID PACKAGE AND UPON ADVICE AND CONSENT OF THE CITY ATTORNEY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on May 4, 2016 two bids were opened in response to ITB #014-16, for Right-of-Way Improvements 2016, and the bids were determined to be responsive; and

WHEREAS, both bids exceeded total budgeted funds available, however, paragraph 13 in the Instructions to Bidders specifies "If at the time this Contract is to be awarded, the total of the lowest acceptable bid exceeds the funds then estimated by the City as available, the City may reject all Bids or take such other actions as best serves the interest of the City;" and

WHEREAS, Specification Section 01020, Summary of Work, Paragraph 1.7 further provides the City the right to add or delete locations; and

WHEREAS, City staff recommends award of bid, with the knowledge that work will be performed on a unit price basis in accordance with the Unit Price Schedule of Values included in Toppino's bid proposal, and that individual work orders will be issued by City staff and approved by the City Manager for the selected project locations.

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

Section 1: That the bid of Charley Toppino and Sons, Inc. for the Right-of-Way Improvements Project in accordance with the terms specified in ITB #15-006 is hereby awarded, in an amount not to exceed the FY 15-16 budgeted amount of \$1,314,403.00.

Section 2: That the City Manager is authorized to execute a contract in substantial conformance with the contract documents contained within the bid package on behalf of the City of Key West, upon the advice and consent of the City Attorney.

Section 3: 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 21 day of June, 2016.

Authenticated by the Presiding Officer and Clerk of the Commission on 22 day of June, 2016.

Filed with the Clerk on June 22, 2016.

Mayor Craig Cates	<u>Yes</u>
Vice Mayor Clayton Lopez	<u>Absent</u>
Commissioner Sam Kaufman	<u>Yes</u>
Commissioner Richard Payne	<u>Yes</u>
Commissioner Margaret Romero	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>


CRAIG CATES, MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST
3140 Flagler Ave Key West, FL 33040 (305) 809-3700

EXECUTIVE SUMMARY

Date: June 8, 2016
To: Jim Scholl, City Manager
From: Gary Volenec, P.E. Engineering Department
CC: Greg Veliz, Assistant City Manager
James Bouquet, P.E., Director of Engineering
Subject: Approve the Award of ITB 014-16 *Right-of-Way Improvements 2016* Contract to Charley Toppino & Sons, Inc.

Action Statement

Award ITB 014-16 *Right-of-Way Improvements 2016* contract to Charley Toppino & Sons, Inc. for construction of roadway, sidewalk and shoulder restoration. Authorize the City Manager to execute the associated Agreement, individual Work Orders and any necessary budget transfers.

Background

Invitation to Bid ITB 014-16 *Right-of-Way Improvements 2016* provides for unit prices to provide for:

- Paving improvements,
- Sidewalk replacement to maintain Americans with Disability Act (ADA) compliance, and
- Shoulder restoration to provide for improved roadside drainage in troublesome areas within the City.

EXECUTIVE SUMMARY

The total bid was based on quantities estimated for the following work locations planned for completion during FY 2015-2016 under this contract. Note that ITB 014-16 Specification Section 01020 Summary of Work Paragraph 1.7 provides the City the right to add or delete locations.

Streets

Ann Street (Front Street to Caroline Street)	Mill and Pave
Dey Street (Simonton Street to Elizabeth Street)	Mill and Pave
Duncombe Street (Flagler Avenue to Venetia Street)	Mill and Pave
Reynolds Street (Von Phister Street to Atlantic)	Mill and Pave
Southard Street (White Street to Simonton Street)	Mill and Pave
Venetia Street (Bertha Street to Duncombe Street)	Mill and Pave
Northside Drive/20 th Street (18 th Street to Donald Ave.)	Mill and Pave
Whitehead Street (Virginia Street to United Street)	Mill and Pave

Sidewalks

Whitehead St.	(Truman to Julia / Westside)	remove & replace & ADA
Whitehead St.	(Julia to Virginia / Both Sides)	remove & replace & ADA
Whitehead St.	(Virginia to Amelia / East Side)	remove & replace & ADA
Angela Street	(Emma to Thomas / North Side)	new ADA sidewalk

Shoulders

Staples Avenue	(5th to 8th)
Staples Avenue	(11th to 12th)
Seidenberg Avenue	(5th to 12th)

The Contract was advertised and competitively bid. On May 4, 2016, bids were received from Charley Toppino & Sons, Inc. (Toppino) and D.N. Higgins, Inc. (Higgins). Refer to Exhibits A and B for respective bid proposals. As indicated on the attached bid tabulation (Exhibit C), Toppino was the apparent low bidder by \$45,752.78.

Toppino's total bid of \$1,832,322.02 exceeds total funds remaining in the budgeted accounts for this work (approximately \$1,314,403); however, as stated in Paragraph 13 in the Instructions to Bidders:

If at the time this Contract is to be awarded, the total of the lowest acceptable bid exceeds the funds then estimated by the City as available, the City may reject all Bids or take such other actions as best serves the interest of the City.

Purpose and Justification

The City of Key West "Pavement Management Analysis Report" dated June 15, 2012 provided for a ranking system of City streets in need of repair and maintenance. Additionally the ADA Settlement Agreement requires the continued upgrade and repair of sidewalks within the City. The approval of the award of this Contract will allow the City to continue the progress made in providing for a more drivable and walkable environment for the citizens and visitors to our City.

Continued improvements and maintenance of City infrastructure is critical to meeting the current and future needs of the citizens of Key West. The City's goal is to continue the maintenance and improvements of its streets. (Strategic Plan "Infrastructure" Goal 4).

Financial Issues

The current Fiscal Year 2015/2016 budget provides for funding of this project under Account #102- 4102-541-6300 as infrastructure improvements. The funding sources for this project are:

II41021601 - 2016 ADA Compliance Sidewalk & Intersection:	\$500,000.
II41021602: 2016 City Wide Paving Program:	\$1,000,000.
II41021603 – Shoulder Restoration Program:	<u>\$125,000.</u>
	\$1,625,000.
Funds Previously Encumbered:	<u>(\$310,597.)</u>
Funds Available:	\$1,314,403.

Individual work orders will be issued by City staff and approved by the City Manager for the selected project locations. Work will be performed on unit price basis in accordance with the Unit Price Schedule of Values included in Toppino's bid proposal.

Recommendation

Staff recommends awarding ITB 014-16 *Right-of-Way Improvements 2016* contract to Charley Toppino & Sons, Inc. for construction of roadway, sidewalk and shoulder restoration and authorizing the City Manager to execute the associated Agreement, individual Work Orders and any necessary budget transfers.

INTEROFFICE MEMORANDUM

To: Jim Bouquet, Engineering Director
CC: Devon Steckly, Project Manager Engineering
Gary Volenec, City Engineer
From: Cheri Smith, City Clerk
Date: May 4, 2016
Subject: **RIGHT OF WAY IMPROVEMENTS 2016; BID 014-16**

The following bids were opened Wednesday, May 4, 2016 at 3:00 p.m. in response to the above referenced project.

1. Douglas N. Higgins, Inc. Mobilization/Demobilization: \$ 13,000.00
3390 Travis Pointe Road Total: Total Base Bid: \$1,878,074.80
Suite A
Ann Arbor, MI 48108

2. Charley Toppino & Sons, Inc. Mobilization/Demobilization: \$ 222,000.00
P.O. Box 787 Total Base Bid: \$1,832,222.02
Key West, FL 33041

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

BID PROPOSAL

To: The City of Key West, Florida

Address: 3126 Flagler Avenue
Key West, Florida 33040

Project Title: RIGHT OF WAY IMPROVEMENTS 2016

Project No.: ITB 014-16

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

Name: RONALD J. ARMSTRONG

Telephone: 305 296-5606

E mail: RONALDJ@TOPPKW.COM

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 City, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

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

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

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Bid is accepted, he will, within 10 days after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver to the City examples of the Performance Bond and Payment Bond required herein, and evidence of holding required licenses and

certificates, and will, to the extent of his Bid, furnish all machinery, tool, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 10 calendar days after the date of the Notice to Proceed and to complete the construction, in all respects, within the number of calendar days set forth in each Work Order.

This Contract will automatically expire and be terminated one (1) year after the date of the execution of the Contract by the City unless granted a one year contract extension at the discretion of the City.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work authorized by a particular Work Order within the time limit or extended time limit agreed upon in that Work Order, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the City at the rate of \$500 per day for all work authorized under said Work Order until the work shall have 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 Nos'. 1, _____, _____, _____, _____ (Bidder shall insert the number of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said Addenda.

SALES AND USE TAXES

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

ESTIMATED QUANTITIES

Estimated Quantities in Bid Proposal Form are provided for Bid comparison purposes. Work will be performed on a unit price basis and actual quantities for payment may vary significantly.

BID PROPOSAL FORM
Revised Addendum No. 1

FDOT Item Number	Item Description	Quantity & Unit	Unit Price	Total Extended Price
0101-1	Mobilization/Demobilization	1 per Each	\$ 222,000.00	\$ 222,000.00
0210-1-1	Reworking Limerock Base (up to 6")	3,000 S.Y.	\$ 6.00	\$ 18,000.00
0230-1	Limerock Stabilized base (12" thick at 98% of T-180)	3,800 S.Y.	\$ 7.00	\$ 26,600.00
0327-70-5	Asphalt Milling (2 inch average thickness, includes disposal)	20,000 S.Y.	\$ 4.80	\$ 96,000.00
0334-1-13	Superpave Asphalt Leveling Course SP-12.5 (1.5" Thick - Overlay) (Traffic Level C)	3,000 Ton	\$ 198.00	\$ 594,000.00
0337-7-54	Asphalt Friction Course FC-9.5 (0.5" Thick) (Traffic Level C)	1,000 Ton	\$ 201.00	\$ 201,000.00
0425-3-50	Manholes, (Raise/Lower)	10 Each	\$ 550.00	\$ 5,500.00
0425-6	Valve/Meter Box, Adjustment	200 Each	\$ 90.00	\$ 18,000.00
0425-7	Manhole Cover – Replacement	10 Each	\$ 650.00	\$ 6,500.00
0425-8	Drainage Structures – Miscellaneous Adjustment	20 Each	\$ 575.00	\$ 11,500.00
0520-1-10	Concrete Curb and Gutter, Type "F"	1,000 L.F.	\$ 40.00	\$ 40,000.00
0520-2-4	Concrete Curb, Type "D"	1,000 L.F.	\$ 31.00	\$ 31,000.00
0522-1	Concrete Sidewalks, 4" thick	1,000 S.Y.	\$ 80.00	\$ 80,000.00
0522-2	Concrete Sidewalks and Driveways, 6" thick	100 S.Y.	\$ 85.00	\$ 8,500.00
0527-2	Detectable Warnings (ADA Truncated Domes)	4,000 S.F.	\$ 25.00	\$ 100,000.00
0570-1-2	Performance Turf, Sod	450 S.Y.	\$ 10.00	\$ 4,500.00
0706-3	Retro-reflective Pavement Markers	200 Each	\$ 5.00	\$ 1,000.00
0710-11101	Painted Curb Markings (Red, Yellow, or Blue, Solid, Side and Top of Curb)	600 L.F.	\$ 1.00	\$ 600.00
0710-11111	Painted Pavement Markings (Standard, White, Solid, 6")	500 L.F.	\$ 1.00	\$ 500.00
0711-11121	Thermoplastic (70 Mil, White, Solid, 6")	3,000 L.F.	\$ 1.00	\$ 3,000.00

FDOT Item Number	Item Description	Quantity & Unit	Unit Price	Total Extended Price
0711-11123	Thermoplastic (70 Mil, White, Solid, 12")	500 L.F.	\$ 2.50	\$ 1,000.00
0711-11124	Thermoplastic (70 Mil, White, Solid, 18")	200 L.F.	\$ 3.00	\$ 600.00
0711-11125	Thermoplastic (70 Mil, White, Solid, 24")	500 L.F.	\$ 3.95	\$ 1,975.00
0711-11160	Thermoplastic (70 Mil, White, Message)	100 Each	\$ 150.00	\$ 15,000.00
0711-11170	Thermoplastic (70 Mil, White, Arrow)	10 Each	\$ 150.00	\$ 1,500.00
0710-11211	Painted Pavement Markings (Standard, Yellow, Solid, 6")	4,000 L.F.	\$ 1.10	\$ 4,400.00
0711-11221	Thermoplastic (70 Mil, Yellow, Solid, 6")	3,000 L.F.	\$ 2.00	\$ 6,000.00
0711-11223	Thermoplastic (70 Mil, Yellow, Solid, 12")	200 L.F.	\$ 2.25	\$ 450.00
0711-11224	Thermoplastic (70 Mil, Yellow, Solid, 18")	200 L.F.	\$ 3.00	\$ 600.00
0711-11421	Thermoplastic (70 Mil, Blue, Solid, 6")	500 L.F.	\$ 2.00	\$ 1,000.00
0710-11421	Painted Pavement Markings (Standard, Blue, Solid, 6")	500 L.F.	\$ 1.50	\$ 750.00
0711-11460	Thermoplastic (70 Mil, Blue, Handicap Symbol)	15 Each	\$ 350.00	\$ 5,250.00
1080-11201	Utility Fixtures, 2" - 4.9", Furnish and Install, Valve/Meter Box	50 Each	\$ 245.00	\$ 12,250.00
1080-15	Utility Fixtures, Adjust and Modify	10 Each	\$ 195.00	\$ 1,950.00
NS-1	New Single Post and New Sign (includes existing sign/post removal, 3" dia. Alum. Post, brackets, concrete footer and installation)	20 Each	\$ 450.00	\$ 9,000.00
NS-2	Single Sign Post (includes existing post removal, 3" dia. Alum. Post, brackets, concrete footer and installation, reuse existing sign)	20 Each	\$ 250.00	\$ 5,000.00
NS-3	Concrete Curb Thickened Edge	1,000 L.F.	\$ 2.00	\$ 2,000.00
NS-4	Shoulder Restoration (includes all equipment, labor, material (FDOT Certified Washed Miami No. 57 Stone) and clean-up/dust control)	12,000 S.Y.	\$ 16.00	\$ 192,000.00

SUBCONTRACTORS

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

Portion of Work: ASPHALT Value: \$850,000.00

Name: GENERAL ASPHALT

Address: 4850 NW 72ND AVE MIAMI, FL 33166

Phone: (305) 592-3480

Portion of Work: CONCRETE Value: \$50,000.00

Name: BELLA CONSTRUCTION

Address: 35 DIAMOND DR. KEY WEST, FL 33040

Phone: 305 292-9888

Portion of Work: _____ Value: _____

Name: _____

Address: _____

Phone: _____

Portion of Work: _____ Value: _____

Name: _____

Address: _____

Phone: _____

BIDDER

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
FRANK P. TOPPINO	PRESIDENT
EDWARD TOPPINO, SR	SECRETARY
DANIEL P. TOPPINO	ASSISTANT SECRETARY
RICHARD J. TOPPINO	ASSISTANT TREASURER

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____, 2016.

Signature of Bidder

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 2 day of MAY, 2016.

(SEAL)



Name of Corporation CHARLEY TOPPINO & SONS, INC.

By *Frank P. Toppino*

Title PRESIDENT

Attest *William J. Toppino*

FLORIDA BID BOND

BOND NO. Not applicable

AMOUNT: \$ 5% of Bid

KNOW ALL MEN BY THESE PRESENTS, that Charley Toppino & Sons, Inc. hereinafter called the PRINCIPAL, and Travelers Casualty and Surety Company of America a corporation duly organized under the laws of the State of Connecticut having its principal place of business at in the State of CT and authorized to do business in the State of Florida, as SURETY, are held firmly bound unto City of Key West, hereinafter called the Obligee, in the sum of DOLLARS (\$ 5% of Bid Proposal Submitted) for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid or Proposal, said Bid Proposal, by reference thereto, being hereby made a part hereof.

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

RIGHT OF WAY IMPROVEMENTS 2016

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

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within ten (10) working days after written notice of such acceptance, enters into a written Contract with the OBLIGEE then this obligation shall be void: otherwise the sum herein stated shall be due and payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said principal.

Signed and sealed this 20th day of April, 2016.

Charley Toppino & Sons, Inc.

PRINCIPAL

By: Frank P. Toppino

Travelers Casualty and Surety Company of America

SURETY

By: William L. Parker
ATTORNEY-IN-FACT & FL Resident Agent
William L. Parker





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 230629

Certificate No. 006719004

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

William L. Parker, Davor I. Mimica, Ileana M. Bauza, William Frederick Kleis, and Eduardo A. Menendez

of the City of Miami, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 25th day of March, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 25th day of March, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

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 that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

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

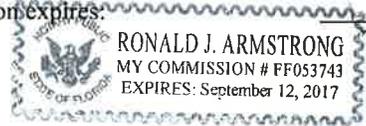
Frank P. Toppino
(signature) 5-2-16

(date)

STATE OF FL
COUNTY OF MONROE

PERSONALLY APPEARED BEFORE ME, the undersigned authority,
FRANK P. TOPPINO who, after first being sworn by me, affixed his/her signature

(name of individual signing)
in the space provided above on this
day of 5-2-, 2016

My commission expires: Ronald J. Armstrong
 NOTARY PUBLIC

INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the "indemnitees") from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONTRACTOR's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONTRACTOR or of any third party to whom CONTRACTOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONTRACTOR: CHARLEY TOPPINO & SONS, INC.

SEAL:

P.O. BOX 787, KEY WEST, FL 33041

Address

Frank P. Toppino
Signature

FRANK P. TOPPINO

Print Name

PRESIDENT

Title

5-2-16

Date



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 CHARLEY TOPPINO & SONS, INC. Phone: 305 296-5606
US HWY # 1, MM 8.5, ROCKLAND KEY, KW, FL 33040 305 296-5189
 Current Local Address: _____ Fax: _____
 (P.O Box numbers may not be used to establish status)

Length of time at this address: 30 YRS
Frank P. Toppino Date: 5-2-16
 Signature of Authorized Representative

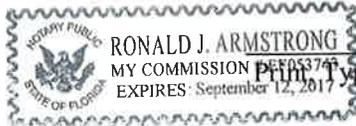
STATE OF FL COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 2 day of MAY, 2016.

By FRANK P. TOPPINO, of CHARLEY TOPPINO & SONS, INC.
 (Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

or has produced identification _____ as identification
 (Type of identification)

Ronald J. Armstrong
 Signature of Notary



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

 Title or Rank

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FL)
 : SS
COUNTY OF MONROE)

I, the undersigned hereby duly sworn, depose and say that the firm of CHARLEY TOPPINO & SONS, INC. provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

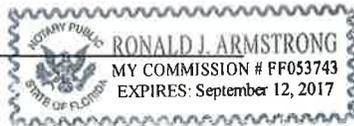
By: Frank P. Toppino

Sworn and subscribed before me this

2 Day of MAY, 2016.

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

My Commission Expires: _____



CONE OF SILENCE AFFIDAVIT

STATE OF FL)
)
 : SS
COUNTY OF MONROE)

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of CHARLEY TOPPINO & SONS, INC. have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence.

Frank P. Toppino

Signature

5-2-16

Date

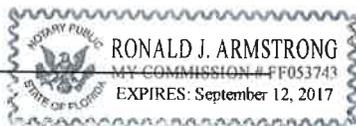
Sworn and subscribed before me this

2 Day of MAY, 2016.

Ronald J. Armstrong

NOTARY PUBLIC, State of FL at Large

My Commission Expires: _____



BIDDER'S CHECKLIST

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

1. All Contract Documents thoroughly read and understood
2. All blank spaces in Bid filled in black ink.
3. Extended amounts and sum of these amounts added correctly.
4. Addenda acknowledged.
5. Subcontractors named in the Bid.
6. Experience record included.
7. Bid signed by authorized officer.
8. Bid Bond completed and executed, including power-of-attorney dated the same day.
9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work.
10. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within 10 days after receiving a Notice of Award.
11. Bid submitted intact with the volume containing the Bidding Requirements and one (1) original and two (2) USB drives each with a single file of the entire bid package.
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid.
13. Bid Proposal Submitted with Anti-kickback Affidavit, Public Entity Crime Forms, City of Key West Indemnification Form, Local Vendor Certification, Equal Benefits, Cone of Silence, State of Florida License, and Bidder's Checklist.

CHARLEY TOPPINO & SONS, INC.
P.O. BOX 787
KEY WEST, FL 33041

305 296-5606

PAST PROJECTS

1.) CITY OF KEY WEST
P.O. BOX 1409
KEY WEST, FL 33040
305 809-3965

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

PROJECTS:

RIGHT OF WAY MAINTENANCE: 1998-2009	\$2,352,000	BOND YES
CONCRETE PLACEMENT- 2002, 2005, 2007	\$2,400,000	BOND YES
WHITE STREET PIER REPAIR	\$ 88,000	BOND YES
STAPLES AVE BRIDGE	\$ 81,000	BOND YES
HOCKEY RINK	\$ 50,000	BOND YES
KAMIEN SUBDIVISION	\$1,656,000	BOND YES
SOUTHERNMOST POINT REHABILITATION	\$ 73,000	BOND YES
GENERAL SERVICES CON. 1998---2000	\$4,000,000	BOND YES
GENERAL SERVICES CON. 2002, 2005	\$2,000,000	BOND YES
GENERAL SERVICES CON. 2007	\$2,000,000	BOND YES
GENERAL SERVICES CON. 2011	\$1,000,000	BOND YES
GRAVITY INJECTION WELLS: PHASE I	\$4,800,000	BOND YES
GRAVITY INJECTION WELLS: PHASE II	\$2,236,000	BOND YES
GRAVITY INJECTION WELLS: PHASE 5	\$1,998,385	BOND YES
GRAVITY INJECTION WELLS: PHASE 6	\$1,989,225	BOND YES
JOSE MARTI VEG REMOVAL / DRAINAGE	\$ 90,000	BOND NO
SMATHERS BEACH LANDSCAPING	\$ 100,000	BOND YES
DONALD AVE DRAINAGE SWALE	\$ 61,000	BOND NO
HURRICANE GEORGES CLEANUP	\$ 431,000	BOND NO
MITIGATION FLOW PROJECT	\$2,100,000	BOND YES
HARBOR WALK KW BIGHT	\$3,040,000	BOND YES
DINGY DOCKS 2001	\$ 104,000	BOND YES
WHITE ST PIER RIP RAP	\$ 131,054	BOND YES
FLAGLER AVE PHASE 1 & 2	\$1,391,000	BOND YES
WHITE ST PUMP STATION	\$1,645,000	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 1	\$ 218,890	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 2	\$ 164,181	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 3	\$ 253,666.00	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 4	\$ 197,080.00	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 5	\$ 294,826.00	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 6	\$ 446,800.00	BOND YES
SIDEWALK ENHANCEMENTS: PHASE 7	\$ 235,100.00	BOND YES
COLLEGE ROAD ENHANCEMENTS	\$ 283,921.84	BOND YES

ATLANTIC BLVD ENHANCEMENTS	\$ 498,839.13	BOND YES
DONALD AVE CANAL EMBANK	\$ 50,912.00	BOND NO
16 TH ST PAVEMENT STABILIZATION	\$108,000.00	BOND NO
CAROLINE STREET IMPROVEMENTS	\$3,000,000.00	BOND YES
PUMP STATION "F"	\$1,671,000.00	BOND YES
SIMONTON STREET EMER OUTFALL	\$ 893,000.00	BOND YES

2.) MONROE COUNTY
1100 SIMONTON STREET
KEY WEST, FL 33040
305 292-4426

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

PROJECTS:

PALM AVE ROADWAY	\$ 931,000	BOND YES
WILHELMINA PARK	\$ 145,000	BOND YES
MARATHON AIRPORT TAXILANES, T HANGER DEV.	\$2,366,000	BOND YES
MARATHON AIRPORT SERVICE ROAD	\$ 688,000	BOND YES
KW INTN AIRPORT: EXOTIC VEGETATION REMOVE	\$ 192,000	BOND YES
KW INTN AIRPORT: PARKING LOTS	\$ 531,000	BOND YES
BIG COPPITT PARK	\$ 860,242	BOND YES
BIG PINE BASIN FILL IN AND DEMO	\$ 904,943	BOND YES
MARATHON AIRPORT APRONS	\$ 376,344	BOND YES
PRADO CIRCLE	\$ 339,000	BOND YES
PALM DR BRIDGE REPAIR	\$ 131,000	BOND NO
KWIA DRAINAGE RECONSTRUCTION	\$ 295,000	BOND YES

3.) FLORIDA DEPT OF TRANSPORTATION
605 Suwannee Street
Tallahassee, FL 32399-0450
(850) 414-4000

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

TRUMAN AVE PROJECT:	\$10,500,000	BOND YES
BIG COPPITT BIKE PATH:	\$ 480,000	BOND YES
EMERGENCY ROAD REPAIRS, HURR WILMA:	\$ 185,000	BOND NO
HURRICANE GEORGES ROAD REPAIRS:	\$ 52,000	BOND NO
KNIGHTS KEY	\$ 373,000	BOND YES
BIG COPPITT BOAT RAMP & SPANISH HARBOR:	\$ 500,000	BOND NO
BIKE PATH SADDLE BUNCH KEYS	\$ 450,000	BOND YES
BOCA CHICA SEAGRASS MITIGATION	\$ 1,352,930	BOND YES
SUMMERLAND KEY DRAINAGE	\$2,000,000	BOND YES

3.) SAUER INC.
 11223 PHILLIPS PARKWAY DR EAST
 JACKSONVILLE, FL 32256-15274
 904 262-6444

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

PROJECTS:

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

4.) FLORIDA KEY AQUADUCT AUTHORITY
 1100 KENNEDY DRIVE
 KEY WEST, FL 33040
 305 296-2454

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

PROJECTS:

FCAA CONSTRUCTION YARD BUILDING	\$ 682,000	BOND YES
PUMP STATION	\$ 377,555	BOND YES
BIG COPPITT WASTE WATER SYSTEM	\$11,078,347	BOND YES
DEMO WATER TANKS, BIG COPPITT	\$ 55,000	BOND YES
FLAGLER AVE WATERMAIN	\$ 306,861	BOND YES
REPUMP STATION BIG PINE KEY	\$ 919,020.00	BOND YES

5.) GULF BUILDERS
 P.O. BOX 668307
 POMPANO BEACH, FL 33066
 954 583-5115

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

PROJECTS:

ROOSEVELT GARDENS HOUSING PROJECT	\$1,256,000	BOND	YES
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6.) BJ&K CONSTRUCTION
970 WEST MCNAB ROAD
FORT LAUDERDALE, FL 33309
954 974-7744

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

PROJECTS:

MERIDIAN WEST APARTMENTS	\$1,700,000	BOND	YES
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7.) HEERY INTERNATIONAL
1625 DENNIS STREET
KEY WEST, FL 33040
305 293-3008

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

PROJECTS:

KEY WEST HIGH SCHOOL REPLACEMENT: PHASES 1, 2, 3	\$2,363,000	BOND	YES
POINCIANA ELEMENTARY SCHOOL:	\$633,000	BOND	YES

8. COASTAL CONSTRUCTION
5959 BLUE LAGOON DR
STE 200
MIAMI, FL 33126
305 559-4900

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

PROJECTS:

SUGARLOAF ELEMENTARY SCHOOL:	\$2,300,000	BOND	YES
BEACHSIDE CONDOS	\$2,665,000	BOND	YES
POINCIANA ROYALE	\$ 524,520	BOND	YES
HORACE O BRYANT MIDDLE SCH DEMO	\$ 388,081	BOND	YES
HORACE O BRYANT MIDDLE SCH SITE	\$1,553,202	BOND	YES

9.) HISTORIC TOURS OF AMERICA

**201 FRONT STREET
Key West, Florida 33040
305 296-3609**

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

PROJECTS:

PARK VILLAGE	\$ 317,000	BOND	NO
MARQUESA COURT	\$ 405,000	BOND	NO
KEY COVE LANDINGS	\$ 675,000	BOND	NO
LANDINGS AT KEY HAVEN	\$1,500,000	BOND	NO

10.) DEMOYA GROUP

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

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

PROJECTS:

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

11.) DL PORTER

**6574 PALMER CIRCLE
SARASOTA, FL 34238
941 929-9400**

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

PROJECTS:

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

SPINDRIFT HOTEL DEMO & SITEWORK	\$300,000.00	BOND NO
FIRE STATION # 2 CITY OF KEY WEST	\$661,000.00	BOND NO
SPINDRIFT HOTEL	\$150,000.00	BOND NO
HISTORIC SEAPORT COMMONS	\$ 81,000.00	BOND NO

12. HARRY PEPPER & ASSOCIATES
215 CENTURY 21 DRIVE
JACKSONVILLE, FL 32216
904 721-3300

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

PROJECTS:

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

13. BRPH
3275 SUNTREE BLVD
MELBOURNE, FL 32940

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

PROJECTS:

ECO DISCOVERY CENTER	\$ 50,000	BOND NO
BOCA CHICA FITNESS CENTER	\$ 36,000	BOND NO
MARINA BY PASS ROAD, BOCA	\$348,000	BOND NO
TACTS BUILDING, BOCA CHICA	\$ 32,000	BOND NO
NANCY FOSTER ENVIRONMENTAL CTR	\$541,000	BOND NO
BLDG. # 324 PARKING	\$93,000	BOND NO
SIGSBEE PARK YOUTH CENTER	\$89,600	BOND NO

14. DOOLEY MACK CONTRACTORS
5800 LAKEWOOD RANCH BLVD.
SARASOTA, FL 34240
941 921-4636

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

PROJECTS:

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

15. BOTANICAL GARDENS
5210 COLLEGE ROAD
KEY WEST, FL 33040
305 296-1504

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

PROJECTS:

BOTANICAL GARDENS PHASE 1 POND	\$329,896.50	BOND YES
BOTANICAL GARDENS PHASE III	\$167,000.00	BOND YES

16. BALFOUR BEATTY MILITARY HOUSING MANAGEMENT LLC
10 CAMPUS BLVD.
NEWTOWN SQUARE, PA 19073
610 355-8051

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

PROJECTS:

RENOVATIONS FAMILY HOUSING MEDICAL CTR	\$141,350.00	BOND NO
RENOVATIONS TO QUARTERS LB, MEDICAL CTR	\$ 39,800.00	BOND NO

17. FL DEPT OF ENVIRONMENTAL PROTECTION
3900 COMMONWEALTH BLVD.
TALLAHASSEE, FL 32399-3000
305 420-8432

SCOPE OF WORK: BRIDGE REPAIR TO OLD OHIO BAHIA HONDA BRIDGE, MM 38.7, REPAIR ENTIRE SUPER STRUCTURE DECK, PROVIDE AND INSTALL AL PEDESTRIAN RAILING, MILL/RESURFACE AND STRIPE, SPALL / CRACK REPAIR.

PROJECTS:

OHIO BAHIA HONDA BRIDGE REPAIR:	\$837,700.00	BOND YES
HERITAGE TRAIL: SUGARLOAF SEGMENT:	\$255,000.00	BOND YES
HERITAGE TRAIL: KEY HAVEN TO BIG COPPITT:	\$2,052,268.00	BOND YES
HERITAGE TRAIL: SPANISH HARBOR	\$4,083,000.00	BOND YES

18. SH MARATHON, LTD.
506 FLEMING ST.
KEY WEST, FL 33040
305 294-6100

SCOPE OF WORK: DEMOLITION AND REBUILD OF HOTEL, RESTAURANT, MARINA AND BOAT SLIPS IN MARATHON, FL. HOLIDAY INN EXPRESS.

HOLIDAY INN EXPRESS: \$8,890,227 BOND YES

19. DORADO/CONQUISTADOR
541 N. PALMATTO AVE.
SUITE 104
SANFORD, FL 32771
407 688-0600

SCOPE OF WORK: SITEWORK, ENVIRONMENTAL MITIGATION, CANAL EXCAVATION, FILL REMOVAL AND PROCESSING AT THE BOCA CHICA NAVAL AIR STATION AIRFIELD.

PROJECTS:

BOCA CHICA AIRFIELD VEGETATION	\$1,057,126.00	BOND YES
BOCA CHICA ANTENNA PAD MITIGATION	\$ 385,213.00	BOND NO
GEIGER KEY MITIGATION	\$ 432,549.46	BOND NO
NE HYDRO RESTORATION	\$1,206,399.00	BOND YES
BOCA CHICA WEST LAGOONS	\$ 910,420.00	BOND YES
BOCA CHICA PERIMETER ROAD	\$ 315,317.00	BOND YES
ROCKLAND STAGING AREA	\$ 69,899.00	BOND YES
BIG COPPITT SITE 2 EAST	\$ 47,910.00	BOND YES
AREAS: 1,2,3,5,6, 20,21,22,23,24	\$6,800,000.00	BOND YES

20. SS RAFFERTY, LLC
3717 EAGLE AVE
KEY WEST, FL 33040

SCOPE OF WORK: DEMOLITION, SITEWORK, BUILDING.

512 DUVAL STREET BUILDING \$1,071,586.28 BOND NO

21. BOTSFORD BUILDERS
937 107th Street Gulf
Marathon, FL 33050
(305) 743-9644

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

PROJECTS:

FLAGLER'S VILLAGE	\$956,445.00	BOND YES
OCEANSIDE MARINA DEMO	\$193,950.00	BOND NO

22. GENERAL ASPHALT

4950 NW 172 AVE
MIAMI, FL 33166
(305) 592-3480

SCOPE OF WORK: EXCAVATION, CLEAR / GRUBBING, ROAD BASE, CONCRETE WORK
STORM DRAINAGE

SUGARLOAF SEGMENT US # 1	\$401,598.22	BOND NO
SHARK KEY WEST US # 1	\$61,320.86	BOND NO
RAMROD LITTLE TORCH US # 1	\$463,939.28	BOND NO
SUGARLOAF TO BIG COPPITT US # 1	\$136,250.46	BOND NO
TRUMAN AVE E6I33	\$125,588.00	BOND NO
S. ROOSEVELT-BIG COPPITT US # 1 T6320	\$1,860,000.00	BOND NO

23. WHARTON SMITH

3547 SW CORPORATE PARKWAY
PALM CITY, FL 34990-8152
(772) 283-2944

SCOPE OF WORK: STORM DRAINAGE, INJECTION WELLS.

GEORGE ST BASIN PROJECT	\$ 80,134.50	BOND YES
CUDJOE REGIONAL AWRF	\$250,800.00	BOND YES

24. AJAX BUILDING CORPORATION

6050 PORTER WAY
SARASOTA, FL 34232
(941) 371-6222

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

FKCC MARINE TECH BUILDING	\$466,000.00	BOND YES
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25. CIVIC CONSTRUCTION

7144 SW 47TH STREET
MIAMI, FL 33155
(305) 661-4859

JL WOODE, LLC

49 IMMIGRATION ST
SUITE 103
CHARLESTON, SC 29403
(312) 363-6000

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

PROJECTS:

HILTON GARDEN INN, SITE B DEMO	\$62,000.00	BOND NO
FAIRFIELD INN, SITE A DEMO	\$50,000.00	BOND NO
QUALITY INN, SITE C DEMO	\$235,502.00	BOND NO
HAMPTON INN, SITE D SITEWORK	\$244,653.00	BOND NO
HILTON GARDEN INN, SITE B SITEWORK	\$603,000.00	BOND NO
FAIRFIELD INN, SITE A SITEWORK	\$461,000.00	BOND NO
QUALITY INN, SITE C SITEWORK	\$477,000.00	BOND NO

27. SCHOOL BOARD, MONROE COUNTY

241 TRUMBO RD
KEY WEST, FL 33040
(305) 293-1400

SCOPE OF WORK: SITE WORK, SIDEWALKS, CURBS, ROADWORK, PARKING LOTS, ASPHALT, FIELD LIGHTING.

HARRIS SCHOOL DEMO	\$86,000.00	BOND NO
HOB PARKING LOT, SOCCER FIELD	\$343,882.00	BOND YES

28. BOY SCOUTS OF AMERICA, SOUTH FL COUNCIL

15255 NW 82ND AVE
MIAMI LAKES, FL 33016
(305) 364-0020

SCOPE OF WORK: SITEWORK, DEMOLITION, STORM DRAINAGE, SANITARY SEWER, LIFT STATION, GRINDER PUMPS, WATER MAINS, PARKING LOTS, ASPHALT, SIDEWALKS, CURBS, ROADWORK, MODULAR HOUSE, TWO STORY BATHHOUSE FACILITY, ELECTRICAL, PLUMBING, LANDSCAPING, ENVIRONMENTAL MITIGATION.

CAMP SAWYER, BOY SCOUT CAMP	\$2,295,049.13	BOND YES
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29. LONGSTOCK II, LLC STOCK ISLAND MARINA VILLAGE, PHASE 1

7009 SHRIMP ROAD
KEY WEST, FL 33040
(305) 294-2288

SCOPE OF WORK: SITE WORK, DEMOLITION, STORM DRAINAGE, INJECTIONS WELLS, SANITARY SEWER, WATER MAINS, FIRE LINES, SIDEWALKS, CURBS, BRICK PAVING, ROADWORK, PARKING LOTS, ASPHALT, FENCING, MARINE DOCK FACILITIES: DECKING, FIRE SYSTEM, SANITARY SEWER LIFT STATION, FORCE MAINS, SEAWALLS, FLOATING DOCKS, FUEL SYSTEM, LANDSCAPING, IRRIGATION, DREDGING.

STOCK ISLAND MARINA VILLAGE PH 1	\$ 15,010,683.79	BOND YES
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30. DOUGLAS N. HIGGINS, KEY WEST

5707 College Road
Key West, FL 33040
(305) 292-7717

SCOPE OF WORK: DEMOLITION, STORM DRAINAGE, INJECTIONS WELLS, SANITARY SEWER.

EAST FRONT ST FLOOD MITIGATION, CKW	\$444,000.00	BOND NO
KEY WEST TRANSIT FACILITY	\$ 77,487.00	BOND NO

31. LAYNE HEAVY CIVIL

4520 NORTH STATE ROAD 37
ORLEANS, IN 47452
812 865-3232

SCOPE OF WORK: TEMP INJECTIONS WELLS, SANITARY SEWER, WATER MAINS.

CUDJOE REGIONAL WASTEWATER COLLECTION SYSTEM: OUTER ISLANDS	\$5,400,000.00	BOND NO
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32. GIANNETTI CONTRACTING OF FL, INC.

2660 NW 15th Court # 108
Pompano Beach, FL 33069-1500
(954) 972-8104

SCOPE OF WORK: TEMP INJECTIONS WELLS

CUDJOE REGIONAL WASTEWATER COLLECTION SYSTEM: OUTER ISLANDS	\$391,200.00	BOND NO
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33. SOUTHERNMOST CABANA RESORT, LLC

P.O. Box 420236
Summerland Key, FL. 33042
(850) 221 2338

SCOPE OF WORK: SITEWORK, SANITARY SEWER, STORM SEWER, FIRE LINES, WATERMANS.

SOUTHERNMOST CABANA RESORT	\$430,000.00	BOND NO
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33. MARATHON OCEAN HOUSING LLC

5604 PGA BOULEVARD
SUITE 109
PALM BEACH GARDENS, FL 33418
(561) 722-9725

SCOPE OF WORK: SITEWORK, SANITARY SEWER (GRAVITY & VAC SYSTEM), STORM SEWER, FIRE LINES, WATERMANS, DEMOLITION, ROADWORK, CONCRETE WORK, ASPHALT PAVING, PAVEMENT STRIPING, LANDSCAPING.

TARPON HARBOR, MARATHON	\$2,223,000.00	BOND NO
-------------------------	----------------	---------

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER	
RG0045369	

The GENERAL CONTRACTOR
Named below HAS REGISTERED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2017

(INDIVIDUAL MUST MEET ALL LOCAL LICENSING
REQUIREMENTS PRIOR TO CONTRACTING IN ANY AREA)

TOPPINO, FRANK P
CHARLEY TOPPINO & SONS INC
POST OFFICE BOX 787
KEY WEST - FL 33041-0787



ISSUED: 08/10/2015

DISPLAY AS REQUIRED BY LAW

SEQ # L1508100001321

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 CHARLEY TOPPINO & S (FRANK ENG CTINbr:0010428
Location Addr 2011 FLAGLER AVE
Lic NBR/Class 16-00023996 CONTRACTOR - REG ENGINEERING I
Issue Date: September 28, 2015 Expiration Date: September 30, 2016
License Fee \$325.00
Add. Charges \$0.00
Penalty \$0.00
Total \$325.00

Comments:

This document must be prominently displayed.

CHARLEY TOPPINO & SONS, INC.

CHARLEY TOPPINO & S (FRANK ENG
FRANK TOPPINO
P.O. BOX 787
KEY WEST FL 33041

Oper: KEYMBID Type: OC Drawer: 1
Date: 9/30/15 54 Receipt no: 39456
2016 23996
OR LIC OCCUPATIONAL RENEWAL
Trans Number: 1.00 \$325.00
CK CHECK 55250 3068993 \$325.00
Trans date: 9/30/15 Time: 8:39:59

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	CHARLEY TOPPINO & SONS (EDWAR)	CTINbr:0005358
Location Addr	MM 8 1/2 ROCKLAND KEY	
Lic NBR/Class	16-00017557 CONTRACTOR - REG ENGINEERING I	
Issue Date:	September 28, 2015	Expiration Date:September 30, 2016
License Fee	\$325.00	
Add. Charges	\$0.00	
Penalty	\$0.00	
Total	\$325.00	

Comments:

This document must be prominently displayed.

CHARLEY TOPPINO & SONS, INC.

CHARLEY TOPPINO & SONS (EDWAR)
 EDWARD TOPPINO
 P.O. BOX 787
 KEY WEST FL 33041

Oper: KEYWBLD Type: OC Drawer: 1
 Date: 9/30/15 54 Receipt no: 39455
 2015 17557
 OR LIC OCCUPATIONAL RENEWAL
 1.00
 License Number: 65256
 3069392
 8925.00

Trans date: 9/30/15 Time: 8:39:36

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 CHARLEY TOPPINO & S (FRANK RG) CTINbr:0005344
 Location Addr 2011 FLAGLER AVE
 Lic NBR/Class 16-00023997 CONTRACTOR - REG GENERAL
 Issue Date: September 28, 2015 Expiration Date: September 30, 2016
 License Fee \$325.00
 Add. Charges \$0.00
 Penalty \$0.00
 Total \$325.00

Comments:

This document must be prominently displayed.

FRANK P. TOPPINO

CHARLEY TOPPINO & S (FRANK RG)
 POB 787
 KEY WEST FL 33041

Oper: KEYWBLD Type: OC Drawn: 1
 Date: 9/30/15 5:54 Receipt no: 39454
 OR LIC OCCUPATIONAL RENEWAL \$325.00
 1.00
 Trans Number: 55255
 CK CHECK \$325.00
 Trans date: 9/30/15 Time: 8:39:12

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



CTINbr:0018407

Business Name T AND B DRILLING LLC
Location Addr M M 9 ROCKLAND KEY

Lic NBR/Class 16-00022594 CONTRACTOR - SPEC WELL DRILLING

Issue Date: September 28, 2015 Expiration Date: September 30, 2016

License Fee \$103.00

Add. Charges \$0.00

Penalty \$0.00

Total \$103.00

Comments: LEONARD, GEORGE, QUALIFIER

KARL SICKLE, SECONDARY QUALIFIER

This document must be prominently displayed.

T AND B DRILLING INC

T AND B DRILLING LLC

P.O. BOX 787

KEY WEST FL 33041

Oper: KEYWORD Type: OC Drawer: 1
Date: 9/30/15 5A Receipt no: 39453
22594

OR LJC OCCUPATIONAL RENEWAL
1.00

Trans Number: 55251 \$103.00
PK CHECK 3068990 \$103.00

Trans date: 9/30/15 Time: 8:38:48



CITY OF KEY WEST, FLORIDA

Regulatory Permit / License Certificate of Competency

P.O. Box 1409, Key West, FL 33041

TOPPINO EDWARD
CLINbr: 0024610

Business Name: TOPPINO EDWARD
 Location Addr: MM 8 1/2 ROCKLAND KEY
 Lic NBR/Class: 17-00030287 COMPETENCY CARD
 Issue Date: September 28, 2015 Expiration Date: September 30, 2017
 License Fee: \$30.00
 Add. Charges: \$0.00
 Penalty: \$0.00
 Total: \$30.00

Comments: **COMP CARD #473 FOR ENGINEERING CLASS I CONTR.**

TOPPINO EDWARD
P.O. BOX 787
KEY WEST FL 33040

Oper: KENBBLD Type: OC Drawer: 1
 Date: 9/30/15 54 Receipt no: 33450
 2017 30287
 OR LIC OCCUPATIONAL RENEWAL
 Trans number: 1.00 \$30.00
 CK CHECK 65252 3068987 \$30.00
 Trans date: 9/30/15 Time: 8:37:32



CITY OF KEY WEST, FLORIDA

Regulatory Permit / License Certificate of Competency

P.O. Box 1409, Key West, FL 33041

Business Name: TOPPINO FRANK CTINbr:0024611

Location Addr: 2011 FLAGLER AVE

Lic NBR/Class: 17-00030288 COMPETENCY CARD

Issue Date: September 28, 2015 **Expiration Date: September 30, 2017**

License Fee: \$30.00

Add. Charges: \$0.00

Penalty: \$0.00

Total: \$30.00

Comments: **COMP CARD #121 FOR GENERAL CONTRACTOR**

TOPPINO FRANK
P.O. BOX 787

KEY WEST FL 33040

Oper: KEYWBID	Type: OC	Drawer: 1
Date: 9/30/15 54	Receipt no: 39452	
2017	30288	
OR	LIC OCCUPATIONAL RENEWAL	
	1.00	\$30.00
Trans number:		3058989
CK CHECK	65253	\$30.00
Trans date: 9/30/15	Time: 8:38:20	



THE CITY OF KEY WEST
Post Office Box 1409
Key West, FL 33041-1409

ADDENDUM NO. 1
ITB 014-16
RIGHT OF WAY IMPROVEMENTS

This addendum 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. **Invitation to Bid** -Prebid Meeting Minutes and Sign in Sheet - Exhibit A
2. **Instructions to Bidders - 1.B Document Interpretation** - Contractor Written Questions and City Answers – Exhibit B
3. **Bid Proposal Form** – revises Item Quantities – 0327-70-5 Asphalt Milling, 0522-1 Concrete Sidewalks, 0522-2 Concrete Sidewalks and Driveways, and adds Item 0710-11101 Painted Curb Markings. The enclosed Revised Bid Proposal Form replaces original solicitation Bid Proposal Form. Submit a completed revised Bid Proposal Form – Exhibit C.
4. **Section 1025 Measurement and Payment** - revises 1.4 Description of Items, M Painted Striping through adding 0710-1101 Painted Curb Markings – Exhibit D.

Solicitation Bid Date and Time remain unchanged.

All Bidders 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

CHARLEY TOPPINO & SONS, INC.

Name of Business



THE CITY OF KEY WEST

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

Right of Way Improvements ITB 014-16
Pre-Bid Meeting
Wednesday, April 13, 2016 9 AM
Minutes and Sign-In Sheet

1. Project Scope Overview

- 18,200 sy Asphalt Paving
- 800 sy Concrete Sidewalk
- 12,000 sy Shoulder Swale Restoration
- Various Locations throughout City Limits

2. Project Schedule

- Bid Opening Date – Wednesday, May 4th at 3:00 PM
- City Commission Award Construction Contract – June 2016 – *Anticipate June 21 CC Mtg*
- Construction Contract Notice to Proceed Issuance – June 2016 – *clarified multiple NTPs by individual Work Orders*
- Construction Contract Completion – June 2017

3. Bid Preparation Consideration Topics

- Bid Preparation requires submitting Bid Proposals per the Invitation to Bid and Instructions to Bidder stipulations – reference pages 2 through 9
- Bid Preparation Questions must be submitted only in writing and at least 8 days prior to bid opening date – reference page 4, therefore the question submittal deadline is Tuesday, April 26. Answers to written questions provided by Addendum.
- Bid Type – Unit price bid – reference page 5.
- Bid Security - 5% of Base Bid pricing shall be provided with Proposal – reference page 7
- Contract Award - 60 days from bid opening – reference page 7 – *clarified anticipating award June 21 CC Mtg*
- Contract Award basis on the lowest total base bid with option to award both the lowest and next lowest bids – reference pages 7 and 8 – *clarified City intends awarding two contracts*
- Contract Bonds such as; Performance and Payment Bonds are a Contract Requirement – reference page 8
- Notice to Proceed issuance by Work Order – reference page 9

4. Project General Considerations

- Daily Reporting – reference page 67
- Work Order Locations – reference pages 79 and 80
- Bid Item Descriptions – reference pages 83 through 85
- Field Engineering – reference pages 86 and 87 – *clarified Field Engineering section references more than surveying*
- Submittals – reference pages 88 and 89 – *clarified Submittal requirements per FDOT Specifications Level of Acceptance*
- Preconstruction AV Recording – reference page 90
- Testing Services – reference pages 91 and 92 – *clarified Testing requirements per FDOT Specifications Level of Acceptance*
- Work Order Closeout – reference pages 95 through 97 – *clarified Closeout Section addresses releasing retaining requirements and liquidated damages*

5. Project Technical Specifications

- 2016 FDOT Standards – reference page 99
- City of Key West Standard Details – reference pages 101 through 108
- Florida Keys Aqueduct Authority Details – reference pages 109 through 117

Meeting Adjourned 10:05 am

City of Key West - Right of Way Improvements 2016 - April 13, 2016 - Pre Bid Meeting Sign-in Sheet

	NAME	COMPANY	PHONE NO.	E-MAIL
1	DEVON STECKLY	CITY	305 809 3747	dsteckly@cityofkeywest-fl.gov
2	GARY VOLENEC	CITY	305 809-3967	gvolenec@cityofkeywest-fl.gov
3	Paul Waters	DNHI	305-797-1019	PaulW@dnhiggins.com
4				
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From: Devon Steckly
Sent: Wednesday, April 20, 2016 3:00 PM
To: 'Andrew Toppino'
Subject: RE: RIGHT OF WAY IMPROVEMENTS 2016

Andrew,

Thanks for presenting question via email. City will respond via addendum.

Devon Steckly
Senior Project Manager
City of Key West
PO Box 1409
Key West, FL 33041
305.809.3747
dsteckly@cityofkeywest-fl.gov

From: Andrew Toppino [mailto:ajtoppino@gmail.com]
Sent: Wednesday, April 20, 2016 2:31 PM
To: Devon Steckly <dsteckly@cityofkeywest-fl.gov>
Subject: RIGHT OF WAY IMPROVEMENTS 2016

Devon,

As I was reading through the 2016 ROW Improvements contract documents, I noticed that the bid proposal form quantity for 4" sidewalk (50,000 SY) differs largely from the proposed work locations estimated quantity (800 SY).

Just wanted to bring this to the Citys attention.

Thanks!

--

Andrew Toppino
Estimator

Charley Toppino & Sons
Office: (305)-296-5606
Fax: (305)-296-5189

Monroe Concrete Products
Office: (305)-296-9934
Fax: (305)-296-2396

Cell: (305)-797-5839
AJToppino@gmail.com

CharleyToppinoandSons.com

BID PROPOSAL FORM
Revised Addendum No. 1

FDOT Item Number	Item Description	Quantity & Unit	Unit Price	Total Extended Price
0101-1	Mobilization/Demobilization	1 per Each	\$ _____	\$ _____
0210-1-1	Reworking Limerock Base (up to 6")	3,000 S.Y.	\$ _____	\$ _____
0230-1	Limerock Stabilized base (12" thick at 98% of T-180)	3,800 S.Y.	\$ _____	\$ _____
0327-70-5	Asphalt Milling (2 inch average thickness, includes disposal)	20,000 S.Y.	\$ _____	\$ _____
0334-1-13	Superpave Asphalt Leveling Course SP-12.5 (1.5" Thick - Overlay) (Traffic Level C)	3,000 Ton	\$ _____	\$ _____
0337-7-54	Asphalt Friction Course FC-9.5 (0.5" Thick) (Traffic Level C)	1,000 Ton	\$ _____	\$ _____
0425-3-50	Manholes, (Raise/Lower)	10 Each	\$ _____	\$ _____
0425-6	Valve/Meter Box, Adjustment	200 Each	\$ _____	\$ _____
0425-7	Manhole Cover – Replacement	10 Each	\$ _____	\$ _____
0425-8	Drainage Structures – Miscellaneous Adjustment	20 Each	\$ _____	\$ _____
0520-1-10	Concrete Curb and Gutter, Type "F"	1,000 L.F.	\$ _____	\$ _____
0520-2-4	Concrete Curb, Type "D"	1,000 L.F.	\$ _____	\$ _____
0522-1	Concrete Sidewalks, 4" thick	1,000 S.Y.	\$ _____	\$ _____
0522-2	Concrete Sidewalks and Driveways, 6" thick	100 S.Y.	\$ _____	\$ _____
0527-2	Detectable Warnings (ADA Truncated Domes)	4,000 S.F.	\$ _____	\$ _____
0570-1-2	Performance Turf, Sod	450 S.Y.	\$ _____	\$ _____
0706-3	Retro-reflective Pavement Markers	200 Each	\$ _____	\$ _____
0710-11101	Painted Curb Markings (Red, Yellow, or Blue, Solid, Side and Top of Curb)	600 L.F.	\$ _____	\$ _____
0710-11111	Painted Pavement Markings (Standard, White, Solid, 6")	500 L.F.	\$ _____	\$ _____
0711-11121	Thermoplastic (70 Mil, White, Solid, 6")	3,000 L.F.	\$ _____	\$ _____

FDOT Item Number	Item Description	Quantity & Unit	Unit Price	Total Extended Price
0711-11123	Thermoplastic (70 Mil, White, Solid, 12")	500 L.F.	\$ _____	\$ _____
0711-11124	Thermoplastic (70 Mil, White, Solid, 18")	200 L.F.	\$ _____	\$ _____
0711-11125	Thermoplastic (70 Mil, White, Solid, 24")	500 L.F.	\$ _____	\$ _____
0711-11160	Thermoplastic (70 Mil, White, Message)	100 Each	\$ _____	\$ _____
0711-11170	Thermoplastic (70 Mil, White, Arrow)	10 Each	\$ _____	\$ _____
0710-11211	Painted Pavement Markings (Standard, Yellow, Solid, 6")	4,000 L.F.	\$ _____	\$ _____
0711-11221	Thermoplastic (70 Mil, Yellow, Solid, 6")	3,000 L.F.	\$ _____	\$ _____
0711-11223	Thermoplastic (70 Mil, Yellow, Solid, 12")	200 L.F.	\$ _____	\$ _____
0711-11224	Thermoplastic (70 Mil, Yellow, Solid, 18")	200 L.F.	\$ _____	\$ _____
0711-11421	Thermoplastic (70 Mil, Blue, Solid, 6")	500 L.F.	\$ _____	\$ _____
0710-11421	Painted Pavement Markings (Standard, Blue, Solid, 6")	500 L.F.	\$ _____	\$ _____
0711-11460	Thermoplastic (70 Mil, Blue, Handicap Symbol)	15 Each	\$ _____	\$ _____
1080-11201	Utility Fixtures, 2" - 4.9", Furnish and Install, Valve/Meter Box	50 Each	\$ _____	\$ _____
1080-15	Utility Fixtures, Adjust and Modify	10 Each	\$ _____	\$ _____
NS-1	New Single Post and New Sign (includes existing sign/post removal, 3" dia. Alum. Post, brackets, concrete footer and installation)	20 Each	\$ _____	\$ _____
NS-2	Single Sign Post (includes existing post removal, 3" dia. Alum. Post, brackets, concrete footer and installation, reuse existing sign)	20 Each	\$ _____	\$ _____
NS-3	Concrete Curb Thickened Edge	1,000 L.F.	\$ _____	\$ _____
NS-4	Shoulder Restoration (includes all equipment, labor, material (FDOT Certified Washed Miami No. 57 Stone) and clean-up/dust control)	12,000 S.Y.	\$ _____	\$ _____

FDOT Item Number	Item Description	Quantity & Unit	Unit Price	Total Extended Price
NS-5	Seepage Trench	500 L.F.	\$ _____	\$ _____
NS-6	Failed Trench Restoration	1,000 L.F.	\$ _____	\$ _____
NS-7	Performance and Payment Bonds (based upon Summation of Total Extended Amounts = \$ _____) To Be Paid on a Per Work Order Basis	Per \$1,000	\$ _____	\$ _____

TOTAL OF BASE BID ITEMS

_____ \$ _____
 TOTAL IN WORDS TOTAL IN FIGURES

Company Name

Authorized Signature

Title

01025: MEASUREMENT AND PAYMENT**Revised Addendum No. 1****PART 1 GENERAL****1.1 GENERAL**

- A. The CONTRACTOR shall receive and accept the compensation as provided in the BID and the Contract in full payment for performing all operations necessary to complete the work under this Contract, and also in full payment for all loss or damages arising from the nature of the work, until the final acceptance by the OWNER.
- B. The Unit prices stated in the Bid include all costs and expenses for performing and completing the work as ordered and as described in the Contract Documents, details, technical specifications, and specified herein. Measurement and payment for an item at a Unit Price or Lump Sum shown in the Bid shall be in accordance with the description of the item in this section.
- C. The CONTRACTOR'S attention is called to the fact that the quotations for various items of work are intended to establish a total price for completing the work. Should the CONTRACTOR feel that the cost for an item has not been established in the BID, or this section, they shall include the cost for that work in an applicable BID item, so that this bid reflects his total Unit Prices and Aggregate Sums for completing the work in its entirety.
- D. The quantities for payment under this Contract shall be determined by actual measurement of completed items, in-place, and ready for service and accepted by the OWNER, in accordance with the applicable method of payment therefore contained herein. The CONTRACTOR shall designate and provide a representative to be present at, to witness, and to assist in the making of field measurement of payment.

1.2 MEASUREMENT GENERAL

- A. Whenever pay quantities of material are determined by weight, the material shall be weighed on scales furnished by CONTRACTOR and certified accurate by the state agency responsible. A weight or load slip shall be obtained from the scale operator and delivered to the OWNER'S representative at the point of delivery of the material.
- B. Vehicles used to haul material being paid for by weight shall be weighed empty daily and at such additional times as required by ENGINEER. Each vehicle shall bear a plainly legible identification mark.
- C. All materials which are specified for measurement by the cubic yard "measured in the vehicle" shall be hauled in vehicles of such type and size that the actual contents may be readily and accurately determined. Unless all vehicles are of uniform capacity, each vehicle must bear a plainly legible identification mark indicating its water level capacity. All vehicles shall be loaded to at least their water level capacity. Loads hauled in vehicles not meeting the above requirements or loads of a quantity less than the capacity of the vehicle, measured after being leveled off as

above provided, will be subject to rejection, and no compensation will be allowed for such material.

D. Units of measure shown on the Bid shall be as follows unless specified otherwise.

<u>Item</u>	<u>Method of Measurement</u>
CY	Cubic Yard: Field Measure Calculated by ENGINEER within the limits specified or shown
EA	Each: Field Count by ENGINEER
LF	Linear Foot: Field Measure by ENGINEER
LS	Lump Sum: Unit is one; no measurement will be made
SF	Square Foot: Measurement & calculation by Engineer
SY	Square Yard: Measurement & calculation by Engineer
TON	Ton: Haul tickets signed by Engineer

1.3 PAYMENT

- A. General: Progress payments on individual Work Orders will be made monthly based on the date of Work Order Notice to Proceed.
- B. Payment for all Work shown or specified in the Contract Documents is included in the Contract Price. No measurement or payment will be made for individual items except as itemized herein as unit price items.
- C. Payment will not be made for following:
1. Loading, hauling, and disposing of rejected material.
 2. Quantities of material wasted or disposed of in manner not called for under Contract Documents.
 3. Rejected loads of material, including material rejected after it has been placed by reason of failure of CONTRACTOR to conform to provisions of Contract Documents.
 4. Material not unloaded from transporting vehicle.
 5. Defective Work not accepted by OWNER.
 6. Material remaining on hand after completion of Work.

1.4 DESCRIPTION OF BID ITEMS

- A. Mobilization/Demobilization (Item 0101-1) shall be paid at the unit price per each Work Order issued.
- B. Reworking Existing Limerock Base (Item 0210-1-1) shall be paid at the unit price per square yard of base course material reworked and tested as stated in the CONTRACTOR's Bid and shall constitute full compensation for all earthwork required for this work.
- C. Limerock Stabilized Base (Item 0230-1) shall be paid at the unit price per square yard of limerock as stated in the CONTRACTOR's Bid and shall constitute full compensation for furnishing and delivering the limerock. All other labor, materials, equipment, compaction, testing and incidentals necessary to complete the work shall be considered incidental to the unit price as stated in the CONTRACTOR's Bid.
- D. Asphalt Milling (Item 0327-70-5) ordered by the ENGINEER will be paid at the unit price per square yard of asphalt concrete pavement milled as stated in the CONTRACTOR's Bid, and shall constitute full compensation for all asphalt concrete pavement milled beyond that considered to be incidental and required for connections to existing pavement. No compensation will be paid for milling in areas damaged due to the CONTRACTOR's failure to protect surface.
- E. Asphalt Concrete Courses (Items 0334-1-13 and 0337-7-54) Payment for the asphalt concrete pavement courses will be made at the unit price per ton of concrete asphalt stated in the CONTRACTOR's Bid, and shall constitute full compensation for furnishing and applying the tack coat, furnishing, laying, and compacting. Measurement for payment will be based on the number of tons (2,000 pounds) of asphalt concrete incorporated in the pavement, as weighed on tested scales. Present trip ticket to the ENGINEER for signature as the material is delivered. Each trip ticket will show the date and time of delivery, truck number or driver's name, net weight of the material, and shall be considered as valid delivery receipts only when signed by the ENGINEER. Payment will be made only for the items of work shown in the Schedule of Unit Prices and individual Work Order. All other labor, materials, equipment, testing and incidentals necessary to complete the work shall be considered incidental to the unit prices shown in the Bid.
- F. Utility Appurtenance Extensions and Replacements (Items 0425-3-50, 0425-6, 0425-7, 0425-8, 1080-11201, and 1080-15) including extensions of valves, valve boxes, meter boxes, manholes, catch basins, inlets or other appurtenances and replacement of valve and meter boxes will include full compensation for all work and materials required to raise, extend or replace each appurtenance. Payment for utility appurtenance extensions and replacements will be based on the unit price for each extension stated in the CONTRACTOR's Bid.
- G. Curbs and Gutters (Items 0520-1-10, 0520-2-4 and NS-3) shall be paid by the lineal foot of curb, curb and gutter, or thickened edge constructed at unit prices stated in the Contractor's BID. Payment shall be considered full compensation for furnishing all labor, materials, and equipment to complete the work. Payment for replacing curbs damaged by contractor will be incidental to the contract.

- H. Concrete Sidewalks (Items 0522-1 and 0522-2) shall be paid by the square yard of concrete surface at unit prices stated in the Contractor's BID. Payment shall be considered full compensation for demolition and removal of existing concrete sidewalks, furnishing all labor, materials, and equipment to complete the work as specified under this section. There will be no payment for replacing sidewalks damaged by contractor as that work is incidental to the contract.
- I. Detectable Warnings (Item 0527-2) shall be paid by the square foot of detectable warnings installed as stated in the CONTRACTOR's Bid and shall constitute full compensation for all labor, materials and equipment required for this work.
- J. Sod (Item 0570-1-2) shall be paid at the unit price per square yard of sod as stated in the CONTRACTOR's Bid and shall constitute full compensation for all labor, materials and equipment required for this work.
- K. Retro-Reflective Pavement Markers (Item 0706-3) shall be paid per each marker at the unit price stated in the CONTRACTOR's Bid and shall constitute full compensation for furnishing and installing said marker.
- L. Thermoplastic Pavement Striping (Items 0711-11121, 0711-11123, 0711-11124, 0711-11125, 0711-11221, 0711-11223, 0711-11224, and 0711-11421) shall be paid by the lineal foot of striping as stated in the CONTRACTOR's Bid and shall constitute full compensation for furnishing and installing striping.
- M. Painted Pavement and Curb Striping (Items 0710-11101, 0710-11111, 0710-11211, and 0710-11421) shall be paid by the lineal foot of striping as stated in the CONTRACTOR's Bid and shall constitute full compensation for furnishing and installing striping.
- N. Thermoplastic Pavement Markings (Items 0711-11160, 0711-11170, and 0711-11460) shall be paid per each marking stated in the CONTRACTOR's Bid and shall constitute full compensation for furnishing and installing said marking.
- O. New Single Post Sign and New Sign (Item NS-1) shall be paid for each sign at the unit price as stated in the CONTRACTOR's Bid and shall constitute full compensation for furnishing and installation.
- P. Single Post Sign Reusing Existing Sign (NS-2) shall be paid for each sign post at the unit price as stated in the CONTRACTOR's Bid and shall constitute full compensation for removal, furnishing and installation of the new pole and existing sign.
- Q. Shoulder Restoration (Item NS-4) shall be paid at the unit price per square yard of restoration as stated in the CONTRACTOR's Bid and shall constitute full compensation for all labor, materials and equipment required for this work.
- R. Seepage Trench (Item NS-5) shall be paid at the unit price per lineal foot of trench construction as stated in the CONTRACTOR's Bid and shall constitute full compensation for all labor, materials and equipment required for this work.

- S. Failed Trench Restoration (Item NS-6) shall be paid at the unit price per lineal foot of trench restoration as stated in the CONTRACTOR's Bid and shall constitute full compensation for all labor, materials, equipment, compaction, testing and incidentals required for this work.
- T. Performance and Payment Bonds (NS-7) shall be paid per individual work order total cost based on unit price per \$1,000 in the Bid Proposal.

END OF SECTION

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

BID PROPOSAL

To: The City of Key West, Florida

Address: 3126 Flagler Avenue
Key West, Florida 33040

Project Title: RIGHT OF WAY IMPROVEMENTS 2016

Project No.: ITB 014-16

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

Name: Paul R. Waters

Telephone: (305) 797-1019

E mail: paulw@dnhiggins.com

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 City, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

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

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

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Bid is accepted, he will, within 10 days after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver to the City examples of the Performance Bond and Payment Bond required herein, and evidence of holding required licenses and

certificates, and will, to the extent of his Bid, furnish all machinery, tool, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 10 calendar days after the date of the Notice to Proceed and to complete the construction, in all respects, within the number of calendar days set forth in each Work Order.

This Contract will automatically expire and be terminated one (1) year after the date of the execution of the Contract by the City unless granted a one year contract extension at the discretion of the City.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work authorized by a particular Work Order within the time limit or extended time limit agreed upon in that Work Order, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the City at the rate of \$500 per day for all work authorized under said Work Order until the work shall have 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 Nos'. 1, ____, ____, ____, ____ (Bidder shall insert the number of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said Addenda.

SALES AND USE TAXES

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

ESTIMATED QUANTITIES

Estimated Quantities in Bid Proposal Form are provided for Bid comparison purposes. Work will be performed on a unit price basis and actual quantities for payment may vary significantly.



THE CITY OF KEY WEST
Post Office Box 1409
Key West, FL 33041-1409

ADDENDUM NO. 1
ITB 014-16
RIGHT OF WAY IMPROVEMENTS

This addendum 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. **Invitation to Bid** -Prebid Meeting Minutes and Sign in Sheet - Exhibit A
2. **Instructions to Bidders - 1.B Document Interpretation** - Contractor Written Questions and City Answers – Exhibit B
3. **Bid Proposal Form** – revises Item Quantities – 0327-70-5 Asphalt Milling, 0522-1 Concrete Sidewalks, 0522-2 Concrete Sidewalks and Driveways, and adds Item 0710-11101 Painted Curb Markings. The enclosed Revised Bid Proposal Form replaces original solicitation Bid Proposal Form. Submit a completed revised Bid Proposal Form – Exhibit C.
4. **Section 1025 Measurement and Payment** - revises 1.4 Description of Items, M Painted Striping through adding 0710-1101 Painted Curb Markings – Exhibit D.

Solicitation Bid Date and Time remain unchanged.

All Bidders 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.

A handwritten signature in black ink, appearing to read "Paul Waters", written over a horizontal line.

Signature

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

Name of Business

BID PROPOSAL FORM
Revised Addendum No. 1

FDOT Item Number	Item Description	Quantity & Unit	Unit Price	Total Extended Price
0101-1	Mobilization/Demobilization	1 per Each	\$ <u>13,000</u> -	\$ <u>13,000</u> -
0210-1-1	Reworking Limerock Base (up to 6")	3,000 S.Y.	\$ <u>2.80</u>	\$ <u>8,400</u> -
0230-1	Limerock Stabilized base (12" thick at 98% of T-180)	3,800 S.Y.	\$ <u>27</u> -	\$ <u>102,600</u> -
0327-70-5	Asphalt Milling (2 inch average thickness, includes disposal)	20,000 S.Y.	\$ <u>5.40</u>	\$ <u>108,000</u> -
0334-1-13	Superpave Asphalt Leveling Course SP-12.5 (1.5" Thick - Overlay) (Traffic Level C)	3,000 Ton	\$ <u>218</u> -	\$ <u>654,000</u> -
0337-7-54	Asphalt Friction Course FC-9.5 (0.5" Thick) (Traffic Level C)	1,000 Ton	\$ <u>233</u> -	\$ <u>233,000</u> -
0425-3-50	Manholes, (Raise/Lower)	10 Each	\$ <u>530</u> -	\$ <u>5,300</u> -
0425-6	Valve/Meter Box, Adjustment	200 Each	\$ <u>75</u> -	\$ <u>15,000</u> -
0425-7	Manhole Cover - Replacement	10 Each	\$ <u>850</u> -	\$ <u>8,500</u> -
0425-8	Drainage Structures - Miscellaneous Adjustment	20 Each	\$ <u>700</u> -	\$ <u>14,000</u> -
0520-1-10	Concrete Curb and Gutter, Type "F"	1,000 L.F.	\$ <u>47</u> -	\$ <u>47,000</u> -
0520-2-4	Concrete Curb, Type "D"	1,000 L.F.	\$ <u>37</u> -	\$ <u>37,000</u> -
0522-1	Concrete Sidewalks, 4" thick	1,000 S.Y.	\$ <u>112</u> -	\$ <u>112,000</u> -
0522-2	Concrete Sidewalks and Driveways, 6" thick	100 S.Y.	\$ <u>132</u> -	\$ <u>13,200</u> -
0527-2	Detectable Warnings (ADA Truncated Domes)	4,000 S.F.	\$ <u>15</u> -	\$ <u>60,000</u> -
0570-1-2	Performance Turf, Sod	450 S.Y.	\$ <u>12.50</u>	\$ <u>5,625</u> -
0706-3	Retro-reflective Pavement Markers	200 Each	\$ <u>8.50</u>	\$ <u>1,700</u> -
0710-11101	Painted Curb Markings (Red, Yellow, or Blue, Solid, Side and Top of Curb)	600 L.F.	\$ <u>5</u> -	\$ <u>3,000</u> -
0710-11111	Painted Pavement Markings (Standard, White, Solid, 6")	500 L.F.	\$ <u>0.50</u>	\$ <u>250</u> -
0711-11121	Thermoplastic (70 Mil, White, Solid, 6")	3,000 L.F.	\$ <u>1.50</u>	\$ <u>4,500</u> -

FDOT Item Number	Item Description	Quantity & Unit	Unit Price	Total Extended Price
0711-11123	Thermoplastic (70 Mil, White, Solid, 12")	500 L.F.	\$ <u>2.60</u>	\$ <u>1,300 -</u>
0711-11124	Thermoplastic (70 Mil, White, Solid, 18")	200 L.F.	\$ <u>4 -</u>	\$ <u>800 -</u>
0711-11125	Thermoplastic (70 Mil, White, Solid, 24")	500 L.F.	\$ <u>5.20</u>	\$ <u>2,600 -</u>
0711-11160	Thermoplastic (70 Mil, White, Message)	100 Each	\$ <u>160 -</u>	\$ <u>16,000 -</u>
0711-11170	Thermoplastic (70 Mil, White, Arrow)	10 Each	\$ <u>100 -</u>	\$ <u>1,000 -</u>
0710-11211	Painted Pavement Markings (Standard, Yellow, Solid, 6")	4,000 L.F.	\$ <u>0.50</u>	\$ <u>2,000 -</u>
0711-11221	Thermoplastic (70 Mil, Yellow, Solid, 6")	3,000 L.F.	\$ <u>1.50</u>	\$ <u>4,500 -</u>
0711-11223	Thermoplastic (70 Mil, Yellow, Solid, 12")	200 L.F.	\$ <u>2.60</u>	\$ <u>520 -</u>
0711-11224	Thermoplastic (70 Mil, Yellow, Solid, 18")	200 L.F.	\$ <u>4 -</u>	\$ <u>800 -</u>
0711-11421	Thermoplastic (70 Mil, Blue, Solid, 6")	500 L.F.	\$ <u>1.60</u>	\$ <u>800 -</u>
0710-11421	Painted Pavement Markings (Standard, Blue, Solid, 6")	500 L.F.	\$ <u>0.50</u>	\$ <u>250 -</u>
0711-11460	Thermoplastic (70 Mil, Blue, Handicap Symbol)	15 Each	\$ <u>55 -</u>	\$ <u>825 -</u>
1080-11201	Utility Fixtures, 2" - 4.9", Furnish and Install, Valve/Meter Box	50 Each	\$ <u>240 -</u>	\$ <u>12,000 -</u>
1080-15	Utility Fixtures, Adjust and Modify	10 Each	\$ <u>985 -</u>	\$ <u>9,850 -</u>
NS-1	New Single Post and New Sign (includes existing sign/post removal, 3" dia. Alum. Post, brackets, concrete footer and installation)	20 Each	\$ <u>385 -</u>	\$ <u>7,700 -</u>
NS-2	Single Sign Post (includes existing post removal, 3" dia. Alum. Post, brackets, concrete footer and installation, reuse existing sign)	20 Each	\$ <u>290 -</u>	\$ <u>5,800 -</u>
NS-3	Concrete Curb Thickened Edge	1,000 L.F.	\$ <u>6 -</u>	\$ <u>6,000 -</u>
NS-4	Shoulder Restoration (includes all equipment, labor, material (FDOT Certified Washed Miami No. 57 Stone) and clean-up/dust control)	12,000 S.Y.	\$ <u>16 -</u>	\$ <u>192,000 -</u>

FDOT Item Number	Item Description	Quantity & Unit	Unit Price	Total Extended Price
NS-5	Seepage Trench	500 L.F.	\$ <u>55</u> -	\$ <u>27,500</u> -
NS-6	Failed Trench Restoration	1,000 L.F.	\$ <u>112</u> -	\$ <u>112,000</u> -
NS-7	Performance and Payment Bonds (based upon Summation of Total Extended Amounts - \$ <u>1,850,320</u>) To Be Paid on a Per Work Order Basis	Per \$1,000	\$ <u>15</u> -	\$ <u>27,754.80</u>

TOTAL OF BASE BID ITEMS

ONE MILLION EIGHT HUNDRED SEVENTY-EIGHT THOUSAND SEVENTY-FOUR DOLLARS AND	\$ <u>1,878,074.80</u>
TOTAL IN WORDS EIGHTY CENTS	TOTAL IN FIGURES

Douglas N. Higgins, Inc.
Company Name

Kelly A. Wilkii
Authorized Signature

Vice-President
Title

SUBCONTRACTORS

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

Portion of Work: Mill & Pave Value: \$900,000⁰⁰

Name: General Asphalt
Address: 4850 NW 72ND Ave Miami, FL 33166
Phone: 305-592-3480

Portion of Work: Striping Value: \$25,000⁰⁰

Name: Tri-County Pavement Marking
Address: 1400 SW 27th Ave Miami, FL 33145
Phone: 786-412-5037

Portion of Work: _____ Value: _____

Name: _____
Address: _____
Phone: _____

Portion of Work: _____ Value: _____

Name: _____
Address: _____
Phone: _____

BIDDER

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
<i>President - Douglas N. Higgins</i>	
<i>Vice-President - Daniel Higgins, Brandy Bartolone</i>	
<i>Secretary - Sandra Garrison, Tamara Ludwig</i>	
<i>Treasurer, Vice-Pres., Secretary - Kelly Wilkie</i>	

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____, 2016.

Signature of Bidder

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 4th day of May, 2016.

(SEAL)

Name of Corporation Douglas N. Higgins, Inc.

By Kelly A. Wilkie

Title Vice-President

Attest _____

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p>Project Name: Royal Harbor Water System Improvements - Phase I Job No. 800-14</p> <p>Owner - Address - Project Manager - Phone: City of Naples - Utilities Dept. 380 Riverside Cir. Naples, FL 34102 Allyson Holland, Deputy Director (239) 213-4713 AMHolland@naplesgov.com</p> <p>Engineer - Address - Phone: Tetra Tech, Inc. 10600 Chevrolet Way, Ste. 300 Estero, FL 33928 Brett Messner, P.E. (239) 390-1467</p> <p>Contract Date: May 21, 2014 Final Contract Amount: \$2,072,961.00 Completion Date: March 27, 2015</p> <p>Project Description: Replace 14,700 LF of asbestos cement water mains with 4 inch and 8 inch PVC water main, (2) 10 inch HDPE directional drills underneath the intercoastal canal to "loop" the system. Installation of 950 LF of 4 inch PVC force main to replace deteriorating discharge force main from the City's Lift Station and approx. 290 LF of 12 inch corrugated PVC storm drain piping.</p>	<p>Project Name: Everglades City Water System Upgrade Phase II Job No. 825-13</p> <p>Owner - Address - Project Manager - Phone: City of Everglades City 102 Copeland Ave. Everglades City, FL 34139 Mayor Sammy Hamilton, Jr. (239) 695-3781</p> <p>Engineer - Address - Phone: American Engineering Consultants 573 Bald Eagle Dr. Marco Island, FL 34145 Rony Joel, P.E. (239) 394-1697</p> <p>Contract Date: May 28, 2013 Final Contract Amount: \$2,534,189.05 Completion Date: January 14, 2015</p> <p>Project Description: Installation of a new membrane filtration system housed in a new structure, upgraded transfer pumps, chemical systems, standby generator and associated instrumentation and electrical supply. Installed a new force main to the Copeland Lift Station; upgraded the Carnestown & Copeland Lift Stations; upgraded water pumps & replaced existing PS roof at booster station.</p>
<p>Project Name: Livingston Road IQ Water ASR System Well Below the USDW - Phase 2 Job No. 1000-13</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 Zamira DelToro, PM (239) 252-6279 Zamiradeltoro@colliergov.net</p> <p>Engineer - Address - Phone: CDM Smith 2180 W. First St., Ste. 400 Ft. Myers, FL 33901 Jason Sciandra, P.E. (239) 938-9600</p> <p>Contract Date: December 11, 2013 Final Contract Amount: \$2,551,180.45 Completion Date: January 30, 2015</p> <p>Project Description: Drilling & testing of new Class V Group Three ASR injection well system, designated ASR-2. Construction of ASR Pipeline. Installation of above ground mechanical piping and valves, electrical equipment and control equipment removed to provide space for the required well drill equip. Perform all associated misc. work, restoration and cleanup.</p>	<p>Project Name: WTP Hand/Guardrail Replacement Job No. 730-14</p> <p>Owner - Address - Project Manager - Phone: City of Naples - Utilities Dept. 380 Riverside Cir. Naples, FL 34102 David Graff, PM 239-213-4716 dgraft@naplesgov.com</p> <p>Engineer - Address - Phone: City of Naples - Utilities Dept. 380 Riverside Cir. Naples, FL 34102 David Graff, PM 239-213-4716</p> <p>Contract Date: October 29, 2014 Final Contract Amount: \$64,729.00 Completion Date: February 4, 2015</p> <p>Project Description: Removal of sub-standard Hand/Guardrail Systems in three areas of the Water Treatment Plant with new aluminium Hand/Guardrail Systems meeting OSHA Standards</p>
<p>Project Name: Hitching Post Force Main Improvements Job No. 1425-15</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3339 Tamiami Trail E., Suite 303 Naples, FL 34112 Gary Butler, SPM garvbutler@colliergov.net (239) 252-5377</p> <p>Engineer - Address - Phone: Johnson Engineering, Inc. 2122 Johnson St., P.O. Box 1550 Fort Myers, FL 33902 Michael Dickey, P.E. msd@johnsoneng.com (239) 461-2455</p> <p>Contract Date: March 31, 2015 Final Contract Amount: \$174,913.00 Completion Date: July 1, 2015</p> <p>Project Description: Install 8 inch Wastewater Forcemain Pipelines, Valves, Air Release Valves and connect to existing system, jack and bore crossings, backfill, bedding, flowable fill, pavement and restoration, flushing & pressure testing. County supplied material.</p>	<p>Project Name: Vanderbilt Beach Rd. & Southbay Dr. Water Main Relocation Job No. 980-15</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3339 Tamiami Trail E., Suite 303 Naples, FL 34112 Diana Dueri, PMP dianadueri@colliergov.net (239) 252-3989</p> <p>Engineer - Address - Phone: Agnoli, Barber and Brundage, Inc. 7400 Tamiami Trail N., Ste. 200 Naples, FL 34108 Dominick Amico, P.E. amico@abblinc.com (239) 597-3111</p> <p>Contract Date: April 30, 2015 Final Contract Amount: \$128,267.00 Completion Date: August 7, 2015</p> <p>Project Description: Installation of approximately 850 LF of new 16" water main. Including valves, fittings, meter boxes, fire hydrants, MOT, dewatering, removal and disposal of asbestos concrete water main, back filling, compaction, sod, landscaping, pavement, sidewalks, driveways and road restoration.</p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p>Project Name: SCWRF Odor Control Blowdown Disposal Job No. 750-13</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 (239) 252-5344 Alicia Abbott, PM AliciaAbbott@colliergov.net</p> <p>Engineer - Address - Phone: CPH Corp. 5601 Mariner St, Ste. 240 Tampa, FL 33609 (813) 288-0433 W. Wade Wood, P.E.</p> <p>Contract Date: November 14, 2013 Final Contract Amount: \$352,625.51 Completion Date: August 14, 2014</p> <p>Project Description: Install new duplex pump station including an 8x10 precast wetwell, 2-3hp submersible pumps, control panel, electromagnetic flow meter, ph meter & PLC to provide ph control of effluent. 200 ft of 3" force main was installed to route pump station discharge to the deep injection well. a bypass to the sanitary sewer system is provided as an alternate discharge location.</p>	<p>Project Name: ARV Replacement Program - Phase II Job No. 890-13</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 (239) 252-4233 Corrine Trtan, Project Manager CorrineTrtan@colliergov.net</p> <p>Engineer - Address - Phone: AECOM 4415 Metro Pkwy., Ste. 404 Fl. Myers, FL 33916 (239) 278-7996 Dustin Chisum, EI</p> <p>Contract Date: June 25, 2013 Final Contract Amount: \$322,790.00 Completion Date: August 14, 2014</p> <p>Project Description: Remove & replace over a hundred air release valves on various existing force main lines. Most of the replacements increased the size of the air release valve from a two to a three inch.</p>
<p>Project Name: Swallow Ave. Drainage - Phase II Job No. 790-14</p> <p>Owner - Address - Project Manager - Phone: City of Marco Island 50 Bald Eagle Dr. Marco Island, FL 34145 Timothy Pinter, P.E. (239) 389-5018 Tpinter@cityofmarcoisland.com</p> <p>Engineer - Address - Phone: AEC of Marco Island, Inc. 573 Bald Eagle Dr. Marco Island, FL 34145 (239) 394-1697</p> <p>Contract Date: June 10, 2014 Final Contract Amount: \$541,087.00 Completion Date: September 27, 2014</p> <p>Project Description: Install of 2 large structures and large diameter storm drain pipe systems from an existing outfall. Approximately 505 LF of reinforced concrete pipe and 820 LF of smooth wall HDPE pipe. Misc. storm drain inlets and minor utility work and swale grading (approx. 400 LF). Sod replacement and misc. restoration</p>	<p>Project Name: J & C Blvd Roadway Improvements Job No. 940-13</p> <p>Owner - Address - Project Manager - Phone: Collier County Transportation Eng. Dept. 2885 South Horseshoe Dr. Naples, FL 34104 Julio Ordonez (239) 252-5762 julioordonez@colliergov.net</p> <p>Engineer - Address - Phone: Agnoli, Barber and Brundage, Inc. 7400 Trail Blvd. #200 Naples, FL 34108 Edward F. Tryka III, P.E. (239) 597-3111</p> <p>Contract Date: February 11, 2014 Final Contract Amount: \$1,460,479.30 Completion Date: September 30, 2014</p> <p>Project Description: Project consisted of drainage improvements, excavating existing CMP and replacing with 5,080 ft of new RCP Pipe. Extensive swale grading and the addition of 129 Catch Basin structures. In addition the road was widened in both directions ranging in 2-4 ft then finished with a 1" overlay with new signage and striping, replaced driveways and sod.</p>
<p>Project Name: SCWRF Proposed 30" & 24" Force Main Phase I and MPS 306 Force Main Phase III Job No. 745-14</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 Wayne Karlovich, P.E. (239) 252-5372 WayneKarlovich@colliergov.net</p> <p>Engineer - Address - Phone: Hole Montes, Inc. 950 Encore Way Naples, FL 34110 David Schmitt, P.E. (239) 252-2000</p> <p>Contract Date: June 13, 2014 Final Contract Amount: \$410,877.33 Completion Date: November 26, 2014</p> <p>Project Description: Install one (1) 30" diameter HDPE x 400' horizontal directional drill force main and one (1) 30" diameter HDPE x 600' horizontal directional drill with 200' of ductile iron force main. Includes all valves, appurtenances and restoration</p>	<p>Project Name: Golden Gate City Stormwater Drainage Improvements Job No. 795-14</p> <p>Owner - Address - Project Manager - Phone: Collier County Growth Mgmt. Div. 2885 S. Horseshoe Dr. Naples, FL 34104 Tad Pluc, Inspector (239) 252-5799 TadPluc@colliergov.net</p> <p>Engineer - Address - Phone: Q. Grady Minor & Associates 3800 Via Del Rey Bonita Springs, FL 34134 Brent Addison, P.E. (239) 947-1144</p> <p>Contract Date: October 28, 2014 Final Contract Amount: \$525,316.23 Completion Date: March 11, 2015</p> <p>Project Description: Drainage and Sidewalk Improvements - Remove and replace existing drainage structures and culverts; install new drainage structures and culverts in driveways, pavement and sidewalk patching, swale regrading and misc. site restoration</p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p>Project Name: Pinewoods & Naples Bath & Tennis Water System Improvements Job No. 725-14</p> <p>Owner - Address - Project Manager - Phone: City of Naples - Utilities Department 380 Riverside Dr. Naples, FL 34102 David Graff (239) 213-4716 dgraft@naplesgov.com</p> <p>Engineer - Address - Phone: City of Naples - Utilities Department 380 Riverside Dr. Naples, FL 34102</p> <p>Contract Date: July 8, 2014 Final Contract Amount: \$81,016.00 Completion Date: October 31, 2014</p> <p>Project Description: Install 8" hot taps with valves, install approx. 165 ft. of 8" C900 PVC, directional drill & pull in 10" DR 9 pipe and 10" HDPE pipe, 6" hot tap with valves, transition connect 10" HDPE to 6" tap and 8" PVC, flush pressure test and restore. Asphalt repair.</p>	<p>Project Name: Master Pump Station 312 Rehabilitation Job No. 912-13</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 Peter Schall (239) 252-5343 PeterSchall@colliergov.net</p> <p>Engineer - Address - Phone: Agnoli, Barber & Brundage, Inc. 7400 Tamiami Trail N., Ste. 200 Naples, FL 34108 (239) 597-3111 Steve Martin, P.E. (Martin@abbinc.com)</p> <p>Contract Date: February 12, 2013 Final Contract Amount: \$5,752,145.14 Completion Date: March 6, 2014</p> <p>Project Description: Complete rehabilitation of wetwell & control building, including installation of bioscrubber in series with existing odor control equipment. Work included 6 new sewage pump installations, extensive electrical and controls work, dewatering, fencing, sitework, etc.</p>
<p>Project Name: Thomasson Drive 24 Inch Force Main Job No. 924-14</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 (239) 252-5372 Wayne Karlovich, P.E. waynekarlovich@colliergov.net</p> <p>Engineer - Address - Phone: Johnson Engineering 2122 Johnson St., P.O. Box 1550 Ft. Myers, FL 33902-1550 Michael Dickey, P.E. msd@johnsoneng.com</p> <p>Contract Date: April 29, 2014 Final Contract Amount: \$174,390.00 Completion Date: July 22, 2014</p> <p>Project Description: Approximately 2100 LF of 24 inch force main, plug valves, fittings and appurtenances. The force main was installed in and around heavy existing utilities. Included in the project was 2 road crossings that were open cut and 42 inch steel casings utilized.</p>	<p>Project Name: WWTP Supplemental Water Line Job 720-14</p> <p>Owner - Address - Project Manager - Phone: City of Naples - Public Utilities 380 Riverside Cir. Naples, FL 34102 Justin Frederiksen, P.E. 239-213-4762 jfrederiksen@naplesgov.com</p> <p>Engineer - Address - Phone: City of Naples - Utilities Department 380 Riverside Cir. Naples, FL 34102 Justin Frederiksen, P.E. jfrederiksen@naplesgov.com</p> <p>Contract Date: June 6, 2014 Final Contract Amount: \$99,126.00 Completion Date: September 16, 2014</p> <p>Project Description: Installation of a supplemental water line to the City's WWTP effluent transfer station. Hot tapping an existing 6" CI water line east of the City's Equipment Services Facility; meter/backflow assembly, pipeline through plant, discharge assembly, valves, fittings, approx. 615 LF of 6" DI pipe, approx. 168' of 4" DI pipeline, fittings, hardware, restoration of drives/roads, sod.</p>
<p>Project Name: MPS 306 Force Main - Phase 1 Job No. 740-14</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 (239) 252-5372 Wayne Karlovich, P.E. waynekarlovich@colliergov.net</p> <p>Engineer - Address - Phone: AECOM Technical Services, Inc. 4415 Metro Pkwy., Ste. 404 Ft. Myers, FL 33916 (239) 278-7996 Donovan S. Bramlett, P.E.</p> <p>Contract Date: March 24, 2014 Final Contract Amount: \$626,089.00 Completion Date: July 31, 2014</p> <p>Project Description: Directional drilling 2 runs of 30" HDPE force main, 900' & 1100' tied together with a 30" plug valve, open cut 300' of 30" ductile iron force main, connect to HDPE directional drill with a 30" plug valve, connect entire line to existing force main.</p>	<p>Project Name: LASIP Davis Blvd. Canal Improvements Job No. 900-13</p> <p>Owner - Address - Project Manager - Phone: Collier County Growth Mgmt. Division 2885 South Horseshoe Drive Naples, FL 34104 (239) 252-2885 Tad Pluc, Project Mgr. tadpluc@colliergov.net</p> <p>Engineer - Address - Phone: CDM Smith 12501 World Plaza Ln., Bldg. 51 Ft. Myers, FL 33907 (239) 938-9600 Jane Williams, P.E.</p> <p>Contract Date: January 7, 2014 Final Contract Amount: \$1,727,214.43 Completion Date: September 23, 2014</p> <p>Project Description: Regrading 8,400 lf of the Davis Blvd. Canal. Reestablishing control and repairing erosion along the entire length was a priority on this job. Extremely hard rock was encountered throughout most of the project. A cast in place control weir was built by our forces in coordination with the County & the SFWMD.</p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p>Project Name: City of Naples - WWTP Filter Rehab. Job No. 862-13</p> <p>Owner - Address - Project Manager - Phone: City of Naples - Public Utilities 380 Riverside Cir. Naples, FL 34102 Justin Frederiksen, P.E. 239-213-4762</p> <p>Engineer - Address - Phone: Aqua-Aarobic Systems, Inc.</p> <p>Contract Date: February 6, 2013 Final Contract Amount: \$454,916.00 Completion Date: August 22, 2013</p> <p>Project Description: This project was comprised of the complete rehabilitation of two (2) 90' x 16' automatic backwash filters, including removal and replacement of all existing media, porous plates, caulking and retaining angles. Also included was removal and replacement of the filter bridge rails and UHMW backwash shoe on each system. Some incidental concrete patching was performed, as well as full startup and performance testing.</p>	<p>Project Name: NCWRF Filter Set 1 Rehabilitation Job No. 857-12</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 Wayne Karlovich, P.E. (239) 252-5372</p> <p>Engineer - Address - Phone: Hole Montes, Inc. 950 Encore Way Naples, FL 34110 Frank Feeney, P.E. (239) 254-2000</p> <p>Contract Date: June 26, 2012 Final Contract Amount: \$1,455,517.97 Completion Date: June 26, 2013</p> <p>Project Description: Complete Removal of four sand bed automatic backwash filter systems. Structural improvements to load bearing concrete walls, resurfacing of interior filter walls, and installation of four new automatic backwash filter systems including underdrains, media, and mechanical equipment.</p>
<p>Project Name: Southwest Florida International Airport Midfield Terminal Apron Expansion & Taxiway Job No. 995-12</p> <p>Owner - Address - Project Manager - Phone: Lee County Port Authority c/o Manhattan Construction (Florida), Inc. 3705-1 Westview Dr. Naples, FL 34104 Hector Yanez, Project Mgr. 239-643-6000</p> <p>Engineer - Address - Phone: AECOM Transportation 4415 Metro Pkwy., Ste. 404 Fort Myers, FL 33916 239-278-7996</p> <p>Contract Date: June 25, 2012 Final Contract Amount: \$2,732,733.48 Completion Date: February 11, 2014</p> <p>Project Description: Construction of storm water infrastructure improvements within the SW Fla. International Airport newly expanded taxiway and terminal areas. Work consisted of installing cast-in-place and precast storm structures, approximately 5700 LF of RCP ranging in size from 30" to 72"x 113" (2200 LF of which is large diameter), and implements dewatering systems to enable construction of work in dry soil conditions.</p>	<p>Project Name: MPS 318 - Right-of-Way Taking Job No. 918-13</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 Wayne Karlovich, P.E. (239) 252-5372</p> <p>Engineer - Address - Phone: Johnson Engineering 2350 Stanford Ct. Naples, FL 34112 (239) 434-0333 Jared Brown</p> <p>Contract Date: September 9, 2013 Final Contract Amount: \$182,818.23 Completion Date: May 6, 2014</p> <p>Project Description: Demolition of Retaining walls, fence, and other site imp. Reconstruction of the demolished improvements. Rehab. Of pump station, replace ductile iron pipe with HDPE, abandoning the valve vaults & reconfigure the meter/bypass assembly. Landscape & irrigation replacement.</p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p>Project Name: Immokalee Stormwater Downtown Improvements</p> <p>Owner - Address - Project Manager - Phone: Collier County Board of County Commissioners Immokalee Area CRA 1320 N. 15th St. Immokalee, FL 34142 Bradley Muckel (239) 867-4121 #202</p> <p>Engineer - Address - Phone: CDM Smith, Inc. 2180 West First St., #400 Fort Myers, FL 33901 Marc Stonehouse, P.E. (239) 938-9616</p> <p>Contract Date: January 24, 2012 Final Contract Amount: \$2,709,797.14 Completion Date: December 20, 2012</p> <p>Project Description: Constructed 7.6 acre retention pond and approximately 16,500 LF of RCP storm sewer ranging in size between 18 and 42 inches. The work was completed in a semi-urban part of Immokalee, FL and also included 262 LF of 4 x 6 box culvert parallel to and under an existing road.</p>	<p>Project Name: Gateway Triangle Residential Area Tertiary Stormwater System Improvements</p> <p>Owner - Address - Project Manager - Phone: Collier County Board of County Commissioners Bayshore Gateway Triangle CRA 4069 Bayshore Drive Naples, FL 34112 Ashley Caserta (239) 643-1115</p> <p>Engineer - Address - Phone: Q. Grady Minor and Assoc. P.A. 3800 Via Del Rey Bonita Springs, FL 34134 David Schmidt (239) 947-1144</p> <p>Contract Date: March 30, 2012 Final Contract Amount: \$1,731,977.00 Completion Date: February, 2013</p> <p>Project Description: This project was designed to reduce known flooding in the Gateway Triangle. Removal of existing culverts, mitered ends and driveways, installation of over 10,000 LF of culvert pipe, over 400 mitered ends, 300 driveways, regrading/realignment of grass swales and pavement overlay of disturbed areas.</p>
<p>Project Name: Irrigation Quality Water Sites - Priority Group 2 Sites</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 Aaron Cromer, PMP (239) 252-5338</p> <p>Engineer - Address - Phone: Hole Montes, Inc. 950 Encore Way Naples, FL 34110 Frank Feeney, P.E. (239) 254-2000</p> <p>Contract Date: January 24, 2012 Final Contract Amount: \$515,474.13 Completion Date: February 13, 2013</p> <p>Project Description: Allow improved control and monitoring of IQ Water usage at Tarpon Cove, Calusa Bay, Veteran's Park and Vineyards Elementary School Properties. Installation of 4 meter assemblies comprised of an MOV, electromagnetic flowmeter, flow control valve and all associated power and controls hardware and software.</p>	<p>Project Name: NCWRF Multiple Projects - Bleach Piping, Knife Gate Valves, Channel Mixers, Clarifiers, Potable Water Interconnect</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 Craig Pajer, Project Manager (239) 252-2554</p> <p>Engineer - Address - Phone: Hole Montes, Inc. 950 Encore Way Naples, FL 34110 Jerry Taricska (239) 254-2000</p> <p>Contract Date: July 21, 2011 Final Contract Amount: \$457,031.30 Completion Date: June 21, 2013</p> <p>Project Description: <u>Bleach Piping</u> - Remove, replace and paint 1 1/2", 2" & 3" PVC bleach piping and valves at the North Bleach Facility <u>Knife Gate Valves</u> - Remove 3 existing 30" knife gate valves at the mixed liquor splitter box and replace with 3 - 30" plug valves <u>Channel Mixers</u> - Remove 4 existing 1hp mixers and replace with 4 1hp vertical solid shaft right angle mixers located in the MLE Aeration Basin influent channel. <u>Potable Water Interconnect</u> - Install 6" & 4" ductile piping, valves and backflow preventer to connect the BFP Booster Pump at the Sludge Handling Building to the potable water system. <u>Clarifiers 6 & 7</u> - Remove and replace drive systems, rebuild center columns, replace seals, repair, replace and coat corroded metal, piping and valves.</p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p>Project Name: Pump Station 312.29 & 312.41 Refurbishment</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 Zamira Del Toro, Project Mgr. 239-252-6279</p> <p>Engineer - Address - Phone: Tetra Tech, Inc. 10600 Chevrolet Way, Ste. 300 Estero, FL 33928 Danny Nelson, P.E. 239-390-1467</p> <p>Contract Date: August 23, 2011 Final Contract Amount: \$267,222.12 Completion Date: April 25, 2012</p> <p>Project Description: PS 312.29 - Refurbishment of existing PS 312.29 to install new HDPE discharge piping, new check and plug valves, new pumps and pH probe. Also amended existing electrical control panels to allow for new components. New curbs, stone, & landscaping installed. PS 312.41 - Refurbishment of existing PS 312.41 to install new HDPE discharge piping, check and plug valves, pumps, electrical control panels, generator with ATS, new telemetry along with new lining in pump station. Privacy slats were also installed in existing fence along with new stone landscaping.</p>	<p>Project Name: Hendry County - Construction of CR 78 Phase 1A & 1B Drainage Improvements</p> <p>Owner - Address - Project Manager - Phone: Hendry County Board of County Comm. P.O. Box 1607 99 East Cowboy Way LaBelle, FL 33975 Shane Parker, PE (863) 675-5222</p> <p>Engineer - Address - Phone: Johnson Engineering 251 W. Hickpochee Ave. LaBelle, FL 33935 James. V. Lofton, Jr. (863) 612-0594</p> <p>Contract Date: December 1, 2011 Final Contract Amount: \$765,516.97 Completion Date: July 10, 2012</p> <p>Project Description: Remove & install roadway concrete box culverts and headwalls. Installed concrete sediment basin & ditch block, steel sheet pile, grade work for slopes and relocation of swales and ditches, remove and replace guardrails and asphalt. Install pedestrian picket railing, rip-rap, drainage pipe, sod, signage and striping.</p>
<p>Project Name: Traditions, Golf Residences and Villas at Grey Oaks</p> <p>Owner - Address - Project Manager - Phone: CCC Traditions, LLC 135 San Lorenzo Ave. Coral Gables, FL 33146</p> <p>Engineer - Address - Phone: Peninsula Engineering 2600 Golden Gate Pkwy. Naples, FL 34105 CJ Brown 239-262-2600</p> <p>Contract Date: January 1, 2012 Final Contract Amount: \$363,596.00 Completion Date: July 13, 2012</p> <p>Project Description: Modification of existing sanitary sewer system from single family home layout to multi-family home layout, new city water system, modification of existing drainage system.</p>	<p>Project Name: Michigan Street Sidewalk Project</p> <p>Owner - Address - Project Manager - Phone: City of Bonita Springs 9101 Bonita Beach Road Bonita Springs, FL 34135 (239) 949-6262 David Liccardi</p> <p>Engineer - Address - Phone: Lake Hickory Ventures, Inc. 22210 Fairmont Ct. Estero, FL 33928 (239) 898-4008</p> <p>Contract Date: August 15, 2012 Final Contract Amount: \$175,734.00 Completion Date: September 28, 2012</p> <p>Project Description: Furnish and installed Portland Cement Concrete sidewalk along the west side of Michigan Street from Bonita Beach Road to Pennsylvania Ave. Project consisted of 2220 LF of sidewalk, 15", 24", and 30" reinforced concrete pipe, mitered end sections, yard drains, vertical headwal, FDOT approved railing, fill material, sod, signage, striping, and various incidental items.</p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p>Project Name: Wyndemere Country Club Remove/Install 43 Fire Hydrants & Valves</p> <p>Owner - Address - Project Manager - Phone: Collier County Water Distribution 4370 Mercantile Ave. Naples, FL 34104 Pam Libby 239-252-6239</p> <p>Engineer - Address - Phone: N/A</p> <p>Contract Date: September 5, 2011 Final Contract Amount: \$98,350.00 Completion Date: November 21, 2011 Project Description: Remove/Install 43 Fire Hydrants & Valves Remove/Install 3 Inline Valves Install 1 new Inline Valves</p>	<p>Project Name: NCWRF Compliance Assurance</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3301 E. Tamiami Trail Naples, FL 34112 Peter Schait, PMP</p> <p>Engineer - Address - Phone: Hole Montes, Inc. 950 Encore Way Naples, FL 34110 Clifford Pepper, P.E. (239) 254-2000</p> <p>Contract Date: November 6, 2009 Final Contract Amount: \$8,683,000.00 Completion Date: November 23, 2011 Project Description: Upgrade to existing odor control system. Installation of 4 new odor control units. Construction of two HDPE lined water storage ponds. Repairs and reshaping of existing ponds. Upgrade to existing MLE Aeration basins including fine bubble diffuser systems, centrifugal blower and odor control covers. Stormwater upgrades throughout site including ponds and swales. Upgrades and modifications to existing chemical supply systems</p>
<p>Project Name: Vanderbilt Beach MSTU, Gulf Shore Drive Utility Relocate</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 Mark Sunyak, P.E. (Project Manager)</p> <p>Engineer - Address - Phone: Malcolm Pirnie 4315 Metro Pkwy, Ste. 520 Ft. Myers, FL 33916</p> <p>Contract Date: November 28, 2011 Final Contract Amount: \$72,778.50 Completion Date: January 27, 2012 Project Description: Relocate, remove/abandonment of specified portions of existing 8 inch asbestos cement water pipe, installation of new 8 inch PVC water pipe, connections, fittings, valves, joint restrains, mechanical fittings and appurtenances, excavating, pipe bedding/backfilling, grading, sod installation, dispose of pipe and earth material, roadway and site restoration.</p>	<p>Project Name: Bella Terra - Replace Existing Irrigation Main</p> <p>Owner - Address - Project Manager - Phone: Habitat Lakes LLC 782 NW 42nd Ave., Ste 630 Miami, FL 33126 305-445-9855</p> <p>Engineer - Address - Phone: Banks Engineering 10511 Ben C. Pratt Pkwy. Ft. Myers, FL 33966 239-939-5490</p> <p>Contract Date: December 5, 2011 Final Contract Amount: \$108,712.18 Completion Date: January 18, 2012 Project Description: Replace Existing Irrigation Main</p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p>Project Name: Lakes Park Water Quality Improvements</p> <p>Owner - Address - Project Manager - Phone: Lee County Board of County Commissioners P.O. Box 398 Fort Myers, FL 33902-0398 Anura Karuna-Muni 239-533-8131</p> <p>Engineer - Address - Phone: AIM Engineering & Surveying, Inc. 5300 Lee Blvd. Lehigh Acres, FL 33971 Lee Flynn, P.E. 239-332-4569</p> <p>Contract Date: April 26, 2011 Final Contract Amount: \$487,985.00 Completion Date: October 30, 2011</p> <p>Project Description: Constructing two additional control structures (CS 4 and 5) to enhance current flow patterns and reduce stagnant zones at the north and south ends of the west lake. The two existing control structures (CS 1 and 5) were modified by installing slide gates to reduce flow through these structures. The project also involved clearing and grading of four existing spoil islands to create littoral shelves by the removal of exotics and spoil material and the planting of native wetland vegetation.</p>	<p>Project Name: East Naples/Solana Road Pump Station Improvements</p> <p>Owner - Address - Project Manager - Phone: City of Naples - Public Utilities Division 380 Riverside Circle Naples, FL 34102 Dave Graff 239-213-4716</p> <p>Engineer - Address - Phone: Tetra Tech 201 East Pine Street, Ste. 1000 Naples, FL 34102 Jennifer Woodall, P.E. 407-839-3955</p> <p>Contract Date: March, 2010 Final Contract Amount: \$2,500,000.00 Completion Date: February, 2011</p> <p>Project Description: Replacement of high services pumps, installation of electrical rooms and roof modifications, VFD Installation, 600kw generator installation as well as other mechanical, structural, electrical and instrumentation improvements at two booster stations.</p>
<p>Project Name: NCWRF Repair 5 Sludge Presses</p> <p>Owner - Address - Project Manager - Phone: Collier County Board of County Commissioners 3301 East Tamiami Trail Naples, FL 34112 Claude Nesbitt, Sr. Project Mgr. 239-252-8380</p> <p>Engineer - Address - Phone: Komline-Sanderson Engineering Corp. 12 Holland Ave. Peapack, NJ 07977-0257 Steven Lukacs 908-234-1000</p> <p>Contract Date: July 15, 2010 Final Contract Amount: \$143,000.00 Completion Date: November 14, 2011</p> <p>Project Description: Install sludge presses at 1, 2, 3, 5 and 6</p>	<p>Project Name: SCRWTP Chlorination Improvements</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3301 E. Tamiami Trail Naples, FL 34112 Alicia Abbott, Project Manager 239-252-5344</p> <p>Engineer - Address - Phone: Tetra Tech 201 East Pine Street, Ste. 1000 Naples, FL 34102 Jennifer Woodall, P.E. 407-839-3955</p> <p>Contract Date: June 17, 2011 Final Contract Amount: \$98,831.00 Completion Date: November 3, 2011</p> <p>Project Description: Extend two existing chlorine feed lines and installed chlorine residual analyzers.</p>
<p>Project Name: NCWRF Deep Injection Well Mag Meter Replacement</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3339 Tamiami Trail E., Ste. 303 Naples, FL 34112 Craig J. Pajer, Project Manager 239-252-2554</p> <p>Engineer - Address - Phone: N/A</p> <p>Contract Date: January 10, 2011 Final Contract Amount: \$24,526.72 Completion Date: September 13, 2011</p> <p>Project Description: Remove and install NCWRF DIW Magnetic Flow Meters, electrical disconnection and reconnection, provided and installed 24 inch Mega-flange</p>	<p>Project Name: (4) 8" Gravity Line Segment Replacement along Vanderbilt Drive</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3301 Tamiami Trail E. Naples, FL 34112 James Sainvilus, Project Manager 239-252-4285</p> <p>Engineer - Address - Phone: N/A</p> <p>Contract Date: August 16, 2011 Final Contract Amount: \$158,000.00 Completion Date: September 23, 2011</p> <p>Project Description: Four 8" point repairs on Vanderbilt Drive</p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p>Project Name: Immokalee & Everglades Intersection Improvements</p> <p>Owner - Address - Project Manager - Phone: Collier County Board of Commissioners 3301 Tamiami Trail East Naples, FL 33412</p> <p>Engineer - Address - Phone: Collier County TECM 2885 Horseshoe Dr. Naples, FL 34109</p> <p>Contract Date: August 2, 2010 Final Contract Amount: \$50,108.00 Completion Date: November 8, 2010 Project Description: Subcontract Agreement with Better Roads, Inc.</p>	<p>Project Name: Popash Creek Preserve Improvements</p> <p>Owner - Address - Project Manager - Phone: Lee County Board of County Commissioners P.O. Box 398 Fort Myers, FL 33902-0398 Anura Karuna-Muni 239-533-8131</p> <p>Engineer - Address - Phone: T.Y. Lin International 2400 First St., Ste. 200 Fort Myers, FL 33901 Richard White Jr., P.E. (239) 332-4846</p> <p>Contract Date: December 14, 2010 Final Contract Amount: \$1,035,426.46 Completion Date: June 30, 2011 Project Description: Work at Popash Creek consisted of construction external berms on three sides of the 307 acre preserve, constructing some internal berms in the South area, lowering the existing east-west berm (south of the interceptor ditch), installing 36" and 48" RCP's, channel excavation as part of Lake 1, sand cement rip rap installation, rip rap installation, sheet piling, weir gate installation as well as other misc. storm improvements.</p>
<p>Project Name: North County Water Reclamation Facility Flow Meter Replacement, Phase 2</p> <p>Owner - Address - Project Manager - Phone: Collier County Board of County Commissioners 3301 East Tamiami Trail Naples, FL 34112 Claude Nesbitt, Sr. Project Mgr. 239-252-8380</p> <p>Engineer - Address - Phone: Hole Montes 950 Encore Way Naples, FL 34110 239-254-2000</p> <p>Contract Date: May 21, 2010 Final Contract Amount: \$192,994.05 Completion Date: December 6, 2010 Project Description: Furnish and install EQ Tank Furnish and install OX Ditch</p>	<p>Project Name: Lee/Hendry County Construction of Injection Well Surface Facilities</p> <p>Owner - Address - Project Manager - Phone: Lee County Solid Waste Division 10500 Buckingham Rd. Fort Myers, FL 33905 Keith Howard, Solid Waste 239-533-8917 khoward@leegov.com</p> <p>Engineer - Address - Phone: MWH Americas, Inc. 14311 Metropolis Ave., Ste. 101 Fort Myers, FL 33912 Gordon Kennedy (Gordon.P.Kennedy@us.mwhglobal.com) 239-236-0011</p> <p>Contract Date: January 25, 2011 Final Contract Amount: \$1,455,900.09 Completion Date: November 15, 2011 Project Description: Construction of a 2 acre injectate Storage Pond, installation of double containment HDPE piping for transfer of leachate, installation of an injection well and monitoring well, installation of an annular pressure tank fed with nitrogen, installation of monitoring well pumps, transducers and appurtenances along with injectate transfer, self-priming, non-clog, horizontal pumps. Project also involved installation of all associated electrical and complicated instrumentation system to cater for the safe transfer of leachate from various storage ponds into the injection well.</p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p>Project Name: Mackle Park Phase 3 (A) Improvements</p> <p>Owner - Address - Project Manager - Phone: City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145</p> <p>Engineer - Address - Phone: American Engineering Consultants of Marco Island, Inc. 573 Bald Eagle Drive Marco Island, FL 34145 (239) 394-1697</p> <p>Contract Date: January 19, 2010 Final Contract Amount: \$240,100.00 Completion Date: April 30, 2010 Project Description: Park renovations to include: New asphalt walkway around lake, new bollard lighting, new lake fountain, new polygon shelter</p>	<p>Project Name: Isle of Capri - Phase I Water Main Improvements</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3301 Tamiami Trail East Naples, FL 34112 Diana Dueri 239-252-4218</p> <p>Engineer - Address - Phone: David Schmitt, P.E. Q. Grady Minor 3800 Via Del Rey Bonita Springs, FL 34134 239-947-1144</p> <p>Contract Date: April 29, 2010 Final Contract Amount: \$906,080.33 Completion Date: January 2, 2011 Project Description: Installation of new water distribution pipeline that connects to the existing 12-inch water transmission main that goes into the Isles of Capri from Collier Blvd. Includes installation of approx. 4500 LF of 12" PVC and 4500 LF of 6" PVC. Work also involves installation of new service lines and cross connection devices at each service location, along with several new fire hydrants and road restoration.</p>
<p>Project Name: Winterberry Drive & South Heathwood Drive Water Main Improvements</p> <p>Owner - Address - Project Manager - Phone: City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145 Timothy E. Pinter, P.E., Public Works Director 239-389-5000</p> <p>Engineer - Address - Phone: AECOM Technical Services, Inc. 4415 Metro Parkway, Suite 404 Fort Myers, FL 33916 Alfred J. Mittl, P.E. 239-278-7996</p> <p>Contract Date: March 4, 2010 Final Contract Amount: \$130,881.37 Completion Date: October 29, 2010 Project Description: 18" Interconnect to existing 36" ductile iron watermain</p>	<p>Project Name: MPS 104 Reclaimed Water Main Supp</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3301 E. Tamiami Trail Naples, FL 34112 Shanthy Sridhar 239-252-5345</p> <p>Engineer - Address - Phone: Greeley and Hansen 1567 Hayley Lane, Suite 201 Fort Myers, FL 33907 Kevin Higginson, P.E. 239-226-9660</p> <p>Contract Date: April 27, 2010 Final Contract Amount: \$245,908.88 Completion Date: January 21, 2011 Project Description: Construction of Approx. 240 LF of 16 inch and 18 inch reclaimed water main and improvements to a wastewater pumping station, including one horizontal directional drill roadway crossing and all pipe, fittings, appurtenances, valves, connection to existing reclaimed water main, air release valves, surface restoration, testing, and placing new reclaimed water main and pumping station improvements in service.</p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p>Project Name: SCWTP Rehab Reactor #1</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Planning & Project Management 3301 East Tamiami Trail Naples, FL 34112 (239) 252-4218</p> <p>Engineer - Address - Phone: N/A</p> <p>Contract Date: July 28, 2009 Final Contract Amount: \$97,400.00 Completion Date: December 3, 2009</p>	<p>Project Name: Master Pump Station 302 Rehabilitation</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Planning & Project Management 3301 East Tamiami Trail Naples, FL 34112 (239) 252-4218</p> <p>Engineer - Address - Phone: Q. Grady Minor & Associates, P.A. David Schmitt 3800 Via Del Rey Bonita Springs, FL 34134</p> <p>Contract Date: November 10, 2008 Final Contract Amount: \$2,011,347.57 Completion Date: April 30, 2010</p> <p>Project Description: Rehabilitation of Pump Station 302 Complete Tear out of existing pumps and piping. Installed 8 new 100 HP pumps and associated 30" piping. Bypassed sanitary pump station with a 30,000 GPM bypass system in in extreme tight conditions.</p>
<p>Project Name: Magnolia Pond Drive Stormwater Improvements</p> <p>Owner - Address - Project Manager - Phone: Collier County Stormwater Dept. 2885 S. Horseshoe Drive Naples, FL 34104 Val Prince (239) 252-5879</p> <p>Engineer - Address - Phone: Q. Grady Minor & Associates 3800 Via Del Rey Bonita Springs, FL 34134 David Schmitt, P.E. (239) 947-1144</p> <p>Contract Date: June 29, 2009 Final Contract Amount: \$86,775.00 Completion Date: October 2, 2009</p>	<p>Project Name: Year 4 Sewer Districts Wastewater Lift Stations - Phase One and Two</p> <p>Owner - Address - Project Manager - Phone: Marco Island Utilities 50 Bald Eagle Drive Marco Island, FL 34145 James Miller, Public Works (239) 394-3880</p> <p>Engineer - Address - Phone: Boyle Engineering Corp. 4415 Metro Pkwy., Ste. 404 Ft. Myers, FL 33916 (239) 278-7996</p> <p>Contract Date: May 20, 2008 Final Contract Amount: \$1,777,185.54 Completion Date: April 23, 2010</p> <p>Project Description: Installation of 18 precast concrete wet wells from 15 to 20 feet deep in existing residential neighborhoods. Installed valve vaults, master manholes, hatch covers & 12 inch sanitary sewer from master manholes to wet well for 19 lift stations.</p>
<p>Project Name: Master Pump Station 101 Improvements</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3301 E. Tamiami Trail, Bldg. H Naples, FL 34112 (239) 252-4285</p> <p>Engineer - Address - Phone: Agnoli, Barber & Brundage, Inc. 7400 Tamiami Trail N., Ste. 200 Naples, FL 34108 (239) 597-3111</p> <p>Contract Date: November 30, 2009 Final Contract Amount: \$147,534.62 Completion Date: August 6, 2010</p> <p>Project Description: Install forcemain and generator at MPS 101</p>	<p>Project Name: Port of the Islands Mechanical & Electrical Work at Water Well No. 3</p> <p>Owner - Address - Project Manager - Phone: Port of the Island Community Improvement District</p> <p>Engineer - Address - Phone: Hole Montes, Inc. 950 Encore Way Naples, FL 34110 (239) 254-2000</p> <p>Contract Date: December 21, 2009 Final Contract Amount: \$169,398.99 Completion Date: June 2, 2010</p> <p>Project Description: Mechanical & Electrical work associated with new water well No. 3, including new well pump, control valve, flow meter and telemetry connection to well No. 3 system.</p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

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

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p>Project Name: Pump Station 109 and 113 Improvements</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Engineering 3301 Tamiami Trail East, Building H Sandy Sridhar</p> <p>Engineer - Address - Phone: Q. Grady Minor & Associates 3800 Via Del Rey Bonita Springs, Florida 34134 David Schmitt</p> <p>Contract Date: February 8, 2006 Final Contract Amount: \$1,229,561.25 Completion Date: September 29, 2006</p>	<p>Project Name: Marco Island Wastewater Treatment Plant Expansion - Phase 1 Improvements</p> <p>Owner - Address - Project Manager - Phone: City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145 Mr. Bruce Weinstein 239-389-5182</p> <p>Engineer - Address - Phone: CDM 9311 College Parkway Fort Myers, FL 33919 Adam Soblenski 239-437-9494</p> <p>Contract Date: May 23, 2006 Final Contract Amount: \$9,787,283.47 Completion Date: January 17, 2007</p>
<p>Project Name: Appurtenances For Wells RO 101N and 102N</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Engineering 3301 Tamiami Trail East, Building H Naples, Florida 34112 Peter Schalt</p> <p>Engineer - Address - Phone: Hazen & Sawyer 2101 Corporate Boulevard, Suite 301 Boca Raton, Florida 33431 Albert Muniz</p> <p>Contract Date: May 24, 2005 Final Contract Amount: \$597,000.00 Completion Date: January 27, 2006 Length of Contract: 240 days Project Description: This project was to install two complete wellhead facilities. The work included structural concrete, mechanical, electrical, fiber optic line connections, and I & C. The raw water pipe size was greater than 12 inches.</p>	<p>Project Name: Construction of Wells 35 & 36</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Engineering 3301 Tamiami Trail East, Building H Howard Brogdon</p> <p>Engineer - Address - Phone: Camp Dresser & McKee, Inc. 9311 College Parkway, Suite 1 Fort Myers, Florida 33919 Adam Sobolewski 239-432-9494</p> <p>Contract Date: August 16, 2005 Final Contract Amount: \$998,980.97 Completion Date: January 30, 2006 Length of Contract: 120 days Project Description: This project was to install two complete wellhead facilities and install over 1000 LF of 24" PVC Raw Water pipe. The work included structural concrete, mechanical, electrical, fiber optic line connections, ductbank, and I & C.</p>
<p>Project Name: 12th Avenue Interconnect Booster PS</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Engineering 3301 Tamiami Trail East, Building H Naples, Florida 34112 Peter Schalt</p> <p>Engineer - Address - Phone: Hazen and Sawyer 1905 South 25th Street, Suite 103 Fort Pierce, Florida 34947 Albert Muniz</p> <p>Contract Date: August 8, 2005 Final Contract Amount: \$1,083,000.00 Completion Date: October 31, 2006</p>	<p>Project Name: NCWRF Rebuild filter Set 1 Clean and Paint Filter Beds</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Karen Guliani</p> <p>Engineer - Address - Phone: Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Karen Guliani</p> <p>Contract Date: March 1, 2005 Final Contract Amount: \$354,817.00 Completion Date: September 14, 2005</p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p><u>Project Name:</u> Tigertail Sewer District Wastewater Collection System Expansion</p> <p><u>Owner - Address - Project Manager - Phone:</u> City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145 Mr. James Miller 239-389-5011</p> <p><u>Engineer - Address - Phone:</u> Bolye Engineering 4415 Metro Parkway, Suite 104 Fort Myers, FL 33916 Fred Mitti 239-278-7996</p> <p><u>Contract Date:</u> March 7, 2006 <u>Final Contract Amount:</u> \$2,920,703.33 <u>Completion Date:</u> December 21, 2006</p> <p><u>Project Description:</u> New gravity sewer for over 2 miles (11,600 LF) in and existing developed neighborhood. Sewer was up to 14 feet deep and needed formal dewatering. Included laterals, cleanouts, transmission main, forcemain and a 15 foot deep Lift Station. The lift station included a precast wet well, submersible sewage pumps, and control panel, electrical, and startup testing.</p>	<p><u>Project Name:</u> Pads for MBR and Equipment</p> <p><u>Owner - Address - Project Manager - Phone:</u> City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145 Mr. Bruce Weinstein 239-389-5182</p> <p><u>Engineer - Address - Phone:</u> CDM 9311 College Parkway Fort Myers, FL 33919 Adam Soblenski 239-437-9494</p> <p><u>Contract Date:</u> March 13, 2006 <u>Final Contract Amount:</u> \$183,000.00 <u>Completion Date:</u> May 13, 2006</p>
<p><u>Project Name:</u> Rosemary Park Paving & Drainage Improvements</p> <p><u>Owner - Address - Project Manager - Phone:</u> City of Bonita Springs Public Works Department 9101 Bonita Beach Road Bonita Springs, Florida 239-949-6243</p> <p><u>Engineer - Address - Phone:</u> Q. Grady Minor 3800 Via Del Rey Bonita Springs 34134 David Schmitt 239-949-6243</p> <p><u>Contract Date:</u> April 5, 2006 <u>Final Contract Amount:</u> \$831,805.33 <u>Completion Date:</u> November 1, 2006</p>	<p><u>Project Name:</u> Forest Lakes MSTU Phase 2 Drainage Improvements</p> <p><u>Owner - Address - Project Manager - Phone:</u> Collier County - ATM Stormwater Department 2885 Horseshoe Drive South Naples, Florida 34104 Darryl Richard</p> <p><u>Engineer - Address:</u> Willson Miller 3200 Bailey Lane, Suite 200 Naples, Florida 34105 Craig Pajer</p> <p><u>Contract Date:</u> May 2, 2006 <u>Final Contract Amount:</u> \$193,287.00 <u>Completion Date:</u> July 19, 2006</p>
<p><u>Project Name:</u> Dortch Ave. Drainage & Paving Impvs. Hampton Street Sidewalk Improvements</p> <p><u>Owner - Address - Project Manager - Phone:</u> City of Bonita Springs Public Works Department 9101 Bonita Beach Road Bonita Springs, Florida 239-949-6243</p> <p><u>Engineer - Address - Phone:</u> Q. Grady Minor 3800 Via Del Rey Bonita Springs 34134 David Schmitt 239-949-6243</p> <p><u>Contract Date:</u> March 15, 2006 <u>Final Contract Amount:</u> \$316,400.50 <u>Completion Date:</u> August 1, 2006</p>	<p><u>Project Name:</u> Lehigh Acres Interconnect with The City of Fort Myers</p> <p><u>Owner - Address - Project Manager - Phone:</u> Florida Governmental Utility Authority 1229 Homestead Rd. N. Lehigh Acres, FL 33936 (239) 368-1615</p> <p><u>Engineer - Address - Phone:</u> Malcom Pirnie, Inc. 2301 Maitland Center Parkway, Suite 425 Maitland, Florida 32751 Victor Hurlburt 407-659-5550</p> <p><u>Contract Date:</u> June 15, 2006 <u>Final Contract Amount:</u> \$2,884,382.00 <u>Completion Date:</u> April 2007</p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p>Project Name: Connection to Water Main - Marco Shores</p> <p>Owner - Address - Project Manager: City of Marco Island Public Works 50 Bald Eagle Drive Marco Island, Florida 34145 James Miller</p> <p>Engineer - Address - Phone:</p> <p>Contract Date: April 26, 2007 Final Contract Amount: \$188,000.00 Completion Date: August 31, 2007</p>	<p>Project Name: Collier County NCRWTP AND SCRWTP Sand Separators</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities 3301 East Tamiami Trail Naples, Florida 34112 Diana Dueri</p> <p>Engineer - Address - Phone: Hazen and Sawyer</p> <p>Contract Date: December 20, 2007 Final Contract Amount: \$1,453,249.71 Completion Date: July 17, 2009 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.</p>
<p>Project Name: SCRWTP Raw Water Transmission Main & Appurtenances for Raw Water Wells 39S, 40S, 41S & 42S</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Engineering Department 3301 Tamiami Trail, Building H Naples, Florida 34112 Peter Schall</p> <p>Engineer - Address - Phone: Hazen & Sawyer 2101 Coporate Boulevard, Suite 301 Boca Raton, Florida 33431 Albert Muniz 561-997-8070</p> <p>Contract Date: September 26, 2006 Final Contract Amount: \$1,884,000.00 Completion Date: April 11, 2007 Length of Contract: 210 days Project Description: Installed 3500 LF of 16-inch HDPE raw water transmission main and 3500 LF of Fiber Option and Electrical ductbanks, and instrumentation and Control Facilities at the four new water well facilities. This provided the plant the ability to produce sufficient capacity to meet water demands. Included installation of pigging stations and electrical enclosures.</p>	<p>Project Name: Decomissioning of Pelican Bay Wastewater Treatment Plant</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Sandy Sridhar</p> <p>Engineer - Address - Phone: Hazen and Sawyer 2101 Corporate Boulevard, Suite 303 Boca Raton, Florida 33431 Kurt Pfeffer 561-997-8070</p> <p>Contract Date: February 8, 2006 Final Contract Amount: \$72,500.00 Completion Date: July 30, 2006</p>
<p>Project Name: Pelican Bay Fire and Irrigation Water System Improvement at the Ritz Carlton</p> <p>Owner - Address - Project Manager: Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Claude Nesbitt</p> <p>Engineer - Address - Phone: Wilson Miller, Inc. 3200 Bailey Lane, Suite 200 Naples, Florida 34105 Craig Pager 800-649-4336</p> <p>Contract Date: March 30, 2006 Final Contract Amount: \$162,723.43 Completion Date: February 28, 2007</p>	<p>Project Name: Reclaimed Water Aquifer Storage and Recovery</p> <p>Owner - Address - Project Manager: Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Alicia Abbott</p> <p>Engineer - Address: Water Resource Solution 1388 Colonial Boulevard Fort Myers, Florida 33907 Lloyd Horvath</p> <p>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.</p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p>Project Name: Gateway Triangle Stormwater Improvements</p> <p>Owner - Address - Project Manager - Phone: Collier County Stormwater Department 2885 Horseshoe Drive Naples, Florida 34104 Shane Cox 239-252-8192</p> <p>Engineer - Address: HDR, Inc. 200 West Forsyth Street Jacksonville, Florida 32202 Laura Phillips</p> <p>Contract Date: November 5, 2007 Final Contract Amount: \$1,021,336.78 Completion Date: July 28, 2008</p> <p>Project Description: Stormwater improvements to existing area - excavation of approximately 34,000 Cy of dirt and grading to form three continuous ponds. Installation of box culverts, sheet piling, concrete ditch pavement and storm drainage structures.</p>	<p>Project Name: Marco Island North Barfield & North Marco Sanitary Sewer District</p> <p>Owner - Address - Project Manager - Phone: City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145 Mr. James Miller 239-389-5011</p> <p>Engineer - Address - Phone: Bolye Engineering 4415 Metro Parkway, Suite 104 Fort Myers, FL 33916 Fred Mittl 239-278-7996</p> <p>Contract Date: March 1, 2007</p> <p>Final Contract Amount: North Marco \$4,644,806.99 North Barfield \$7,270,729.37</p> <p>Completion Date: North Marco May 11, 2008 North Barfield March 24, 2008</p> <p>Project Description: New gravity sewer for over 4 miles (23,540 LF) of an existing residential neighborhood. Sewer was up to 14 feet deep and needed formal dewatering. Also included laterals, cleanouts, transmission main, forcemain, lift stations, and roadway Const. - Concurrently we built the N. Marco Sewer Dist. With an additional 15,685 LF of gravity sewer.</p>
<p>Project Name: NCWRF MLE Bleach Project Phase 2, Mechanical</p> <p>Owner - Address - Project Manager: Collier County Public Utilities Engineering Department 3301 Tamiami Trail, East, Building H Naples, Florida 34112 Dianna Dueri</p> <p>Engineer - Address - Phone: Hole Montes 950 Encore Way Naples, Florida 34110 Jerry Taricska 239-254-2000</p> <p>Contract Date: September 17, 2007 Final Contract Amount: \$336,412.49 Completion Date: June 17, 2008</p> <p>Project Description: Bleach piping modifications to chlorine contact chambers and modification of pump skids to have redundancy in bleach feed system.</p>	<p>Project Name: Rehabilitation of Master Pump Station 316</p> <p>Owner - Address - Project Manager: Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Sandy Sridhar</p> <p>Engineer - Address - Phone: Q. Grady Minor & Associates 3800 Via Del Rey Bonita Springs, Florida 34134 David Schmitt 239-947-1144</p> <p>Contract Date: November 16, 2007 Final Contract Amount: \$765,823.34 Completion Date: June 3, 2008</p> <p>Project Description: Full rehab 800 GPM Master Pump Station</p>
<p>Project Name: Rehabilitation of Master Pump Station 318</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Sandy Sridhar</p> <p>Engineer - Address - Phone: Q. Grady Minor & Associates 3800 Via Del Rey Bonita Springs, Florida 34134 David Schmitt 239-947-1144</p> <p>Contract Date: October 9, 2007 Final Contract Amount: \$789,070.59 Completion Date: June 10, 2008</p> <p>Project Description: Fully rehab 3000 GPM Master Pump Station</p>	<p>Project Name: NCRWTP Chemical Labatory Ventilation Improvements</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Tom Chmelik 239-732-2575</p> <p>Engineer - Address - Phone: TLC Engineering 1400 Colonial Boulevard, Suite 203 Fort Myers, Florida 33907 Nicholas L. Mancuso 239-275-4240</p> <p>Contract Date: March 13, 2007 Final Contract Amount: \$749,367.67 Completion Date: November 30, 2008</p> <p>Project Description: Replace complete HVAC system including air handler, ductwork, exhaust fans, condenser and rehab fume hoods</p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p>Project Name: CAT Operations & Administration Center Pump Station and Force Main Connection</p> <p>Owner - Address - Project Manager: Collier County Alternative Transportation Division 2885 South Horseshoe Drive Naples, Florida 34104 Sue Faulkner</p> <p>Engineer: Q. Grady Minor 3800 Via Del Rey Bonita Springs, Florida 34134</p> <p>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.</p>	<p>Project Name: San Marco Master Lift Station</p> <p>Owner - Address - Project Manager - Phone: City of Marco Island Public Works 50 Bald Eagle Drive Marco Island, Florida 34145 Timothy E. Pinter, P.E.</p> <p>Engineer - Address - Phone:</p> <p>Contract Date: January 2, 2008 Final Contract Amount: \$833,615.61 Completion Date:</p> <p>Project Description: Construct new 800 GPM Master Lift Station</p>
<p>Project Name: Irrigation Quality Water Project</p> <p>Owner - Address - Project Manager: Collier County Facilities Management 3301 Tamiami Trail East, Building W Naples, Florida 34112 Damon Gonzales</p> <p>Engineer - Address - Phone: Anchor Engineering</p> <p>Contract Date: March 14, 2007 Final Contract Amount: \$1,213,474.52 Completion Date: January 15, 2008</p>	<p>Project Name: Golden Gate WWTP and Injection Pump Station</p> <p>Owner - Address - Project Manager - Phone: Florida Governmental Utility Authority 11985 Collier Blvd., Ste. 7 Golden Gate, FL 34116 (239) 455-1583</p> <p>Engineer - Address - Phone: Arcadis 2092 Old Arbor Ct. Sarasota, FL 34232 813-335-1799</p> <p>Contract Date: August 17, 2008 Final Contract Amount: \$2,621,907.78 Completion Date: July 13, 2009 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.</p>
<p>Project Name: Treeline Master Pump Station</p> <p>Owner - Address - Project Manager - Phone: City of Fort Myers 2200 Second Street Fort Myers, Florida 33902 Eliana Hayes, E.I. (239) 332-6318</p> <p>Engineer - Address - Phone: Johnson Engineering, Inc. 2122 Johnson Street Fort Myers, Florida 33920 David Trouteaud (239) 334-0046</p> <p>Contract Date: July 1, 2008 Final Contract Amount: \$1,043,805.00 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.</p>	<p>Project Name: PS S-127 and S-133 Pump Refurbishment and Bearing Replace.</p> <p>Owner - Address - Project Manager - Phone: South Florida Water Management District 2101 Centrepark West Drive, Suite 110 West Palm Beach, Florida 33409 Mike Curley</p> <p>Engineer - Address - Phone: South Florida Water Management District 3301 Gun Club Road West Palm Beach, Florida 33406 Teri Swartz</p> <p>Contract Date: April 10, 2008 Final Contract Amount: \$3,947,723.00 Completion Date: July 2010</p>

EXPERIENCE STATEMENT - SOUTHWEST DIVISION

<p>Project Name: City County Flow Swap</p> <p>Owner - Address - Project Manager - Phone: Collier County Public Utilities Engineering 3301 East Tamiami Trail, Building H Naples, Florida 34112 Sandy Sridhar</p> <p>Engineer - Address - Phone: Agnoli, Barber and Brundage 7400 Trail Blvd. Naples, Florida 34102 Dominic Amico</p> <p>Contract Date: July 27, 2009 Final Contract Amount: \$132,794.26 Completion Date: September 9, 2009</p> <p>Project Description: Installation of force main, MOV's and valve vaults to two locations which would allow bypass from Collier County to the City of Naples.</p>	<p>Project Name: Collier County Justice Center Muffin Monster</p> <p>Owner - Address - Project Manager - Phone: Collier County Facilities Management Department 3335 Tamiami Trail E., Ste. 101 Naples, Florida 34112 (239) 252-8380</p> <p>Engineer - Address - Phone: Q. Grady Minor and Associates, P.A. 3800 Via Del Rey Bonita Springs, Florida 34134 David Schmitt 239-947-1144</p> <p>Contract Date: March 11, 2009 Final Contract Amount: \$141,568.41 Completion Date: August 7, 2009</p> <p>Project Description: Construction of grinder pump station (vault), installation of muffin monster (grinder/auger assembly), new sanitary sewer and manholes. Replacement of the existing sanitary sewer with a new 12-inch main and a high water alarm system.</p>
<p>Project Name: Pump Station S-6 Gearbox Replacement</p> <p>Owner - Address - Project Manager - Phone: South Florida Water Management District 2101 Centrepark West Drive, Suite 110 West Palm Beach, Florida 33409 Gerard Flynn</p> <p>Engineer - Address - Phone: South Florida Water Management District 3301 Gun Club Road West Palm Beach, Florida 33406 Michael Millares</p> <p>Contract Date: December 3, 2009 Final Contract Amount: \$2,191,945.00 Completion Date: May 2010</p>	<p>Project Name: Cove Stormwater Pump Station Imp.</p> <p>Owner - Address - Project Manager - Phone: City of Naples Department of Streets and Stormwater 295 Riverside Circle Naples, Florida 34102 Gregg Strakaluse, P.E. (gstrakaluse@naplesgov.com) (239) 213-5003</p> <p>Engineer - Address - Phone: AECOM 4415 Metro Parkway, Ste. 404 Fort Myers, Florida 33916 Ronald Cavalieri, P.E. (239) 278-7996 Ronald.Cavalieri@aecom.com</p> <p>Contract Date: 2/4/09 Award, 3/16/09 NTP Final Contract Amount: \$2,798,870.00 Completion Date: 3/22/10</p> <p>Project Description: New high capacity vertical turbine pumps. Large, below grade concrete structure that require sheeting and dewatering. Installed control gates and trash rakes. Extensive electrical and controls work.</p>
<p>Project Name: Master Pump Station 305 Rehabilitation</p> <p>Owner - Address - Project Manager Collier County Public Utilities Engineering Department 3301 Tamiami Trail East, Building H Naples, Florida 34112 Sandy Sridhar</p> <p>Engineer - Address: Q. Grady Minor and Associates, P.A. 3800 Via Del Rey Bonita Springs, Florida 34134 David Schmitt</p> <p>Contract Date: August 11, 2008 Final Contract Amount: \$444,000.00 Completion Date: January 16, 2009</p> <p>Project Description: Fully rehab 2300 GPM Master Pump Station</p>	<p>Project Name: Water Reuse Piping Modifications / Reuse System Upgrade</p> <p>Owner - Address - Project Manager - Phone: City of Marco Island Public Utilities 50 Bald Eagle Drive Marco Island, Florida 34145 Bruce Weinstein 239-389-5000</p> <p>Engineer: Metcalf and Eddy</p> <p>Contract Date: February 10, 2008 Final Contract Amount: \$649,171.67 Completion Date: November 2008</p> <p>Project Description: Rehab 500,000 Gallon Tank and convert potable water facility to reuse storage facility</p>

FLORIDA BID BOND

BOND NO. 35BCSH

AMOUNT: \$ 5%

KNOW ALL MEN BY THESE PRESENTS, that Douglas N. Higgins, Inc. hereinafter called the PRINCIPAL, and Hartford Accident and Indemnity Company a corporation duly organized under the laws of the State of CT having its principal place of business at in the State of CT and authorized to do business in the State of Florida, as SURETY, are held firmly bound unto City of Key West, hereinafter called the Obligee, in the sum of DOLLARS (\$ five percent of attached bid (5%)) for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid or Proposal, said Bid Proposal, by reference thereto, being hereby made a part hereof.

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

RIGHT OF WAY IMPROVEMENTS 2016

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

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within ten (10) working days after written notice of such acceptance, enters into a written Contract with the OBLIGEE then this obligation shall be void: otherwise the sum herein stated shall be due and payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said principal.

Signed and sealed this 4th day of May, 2016.

Douglas N. Higgins, Inc.
PRINCIPAL

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

Hartford Accident and Indemnity Company
SURETY

By: Joelle LaPierre
ATTORNEY-IN-FACT Joelle LaPierre
Resident Agent

POWER OF ATTORNEY

THE HARTFORD

BOND, T-12

One Hartford Plaza
Hartford, Connecticut 06155
bond.claims@thehartford.com

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

Agency Code: n/a (BondCenter)

KNOW ALL PERSONS BY THESE PRESENTS THAT:

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

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

Kathleen Adams, Slobodanka Bilic, Tammy Brown, Jessica Ciccone, Michele Conley, SuAnne Cox, Reina Dail, Lori S. Damron, Julio Del Valle, Gloria Diaz, Sara DiFiore, Nancy Dudley, Frantz Gebara, Christina Heatley, Eugene Herrera, Liliana Johnson, Joelle LaPierre, Alpha D. Laureano, Shanta Mahadeo, Gregory Markham, Amy Jo Miller, Emily Olan, Geoffrey Rampersad, Teruko Reinertsen, Tanya Rios, Shari Ruff, Sandi Smith, VL Wheeler, Shelby Wiggins, Nancy Moore, Melissa Haskins, Jennifer Jensen, Alexandra Hofer, Elizabeth Lynch, Keith Dozois, Robert Reinhold, Valarie Cambridge, Mark Loges, Christopher Silva, Karissa Steffen of Lake Mary, FL

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 August 1, 2009 the Companies have caused these presents to be signed by its 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.



John Gray, Assistant Secretary

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, 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 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.



Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2016

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 May 4, 2016.

Signed and sealed at the City of Hartford.



Kevin Heckman, Assistant Vice President

PUBLIC ENTITY CRIMES FORM

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract No. ITB D14-16
for The City of Key West
2. This sworn statement is submitted by Douglas N. Higgins, Inc.
(Name of entity submitting sworn statement)
3390 Travis Pointe Rd., Ste. A
whose business address is Ann Arbor, MI 48108
Phone 734-996-9500 Fax 734-996-8480
(If applicable to 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(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, non-jury 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 that 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. There has been a subsequent Proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

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

Kelly A. Wilkie
(signature) 5-4-2016
(date)

STATE OF Michigan

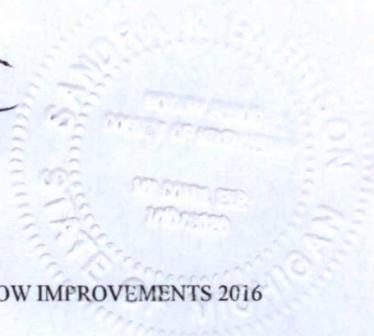
COUNTY OF Washtenaw

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Kelly A. Wilkie who, after first being sworn by me, affixed his/her signature in the space provided above on this
(name of individual signing)

day of May 4, 2016

My commission expires: 1-10-2020 Sandra K Garrison
NOTARY PUBLIC



ANTI-KICKBACK AFFIDAVIT

STATE OF Michigan
COUNTY OF Washtenaw : SS

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

4th day of May, 2016

Sandra K Garrison
NOTARY PUBLIC, State of ~~Florida~~ at Large
Michigan

My Commission Expires: 1-10-2020



SANDRA K GARRISON
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires January 10, 2020

INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the "indemnitees") from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONTRACTOR's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONTRACTOR or of any third party to whom CONTRACTOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONTRACTOR: Douglas N. Higgins, Inc. SEAL:

Douglas N. Higgins, Inc.
3390 Travis Pointe Rd., Ste. A

Address **Ann Arbor, MI 48108**
Phone 734-996-9500 Fax 734-996-8480

Kelly A. Wilkie
Signature

Kelly A. Wilkie
Print Name

Vice-President
Title

5-4-2014
Date

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

Length of time at this address: _____

_____ Date: _____

Signature of Authorized Representative

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2016.

By _____, of _____
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

or has produced identification _____ as identification
(Type of identification)

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

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



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

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

(850) 487-1395

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

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. 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
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION**

CGC060189 ISSUED: 08/27/2014

**CERTIFIED GENERAL CONTRACTOR
HIGGINS, DANIEL NORMAN
DOUGLAS N HIGGINS INC**

**IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2016 L1408270003526**

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER
CGC060189

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016



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



ISSUED: 08/27/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1408270003526

State of Florida

Department of State

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

The document number of this corporation is 830666.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on January 7, 2016, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Seventh day of January, 2016*



Ken DeJong
Secretary of State

Tracking Number: CC4525079233

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

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

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 July 1, 2015 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."

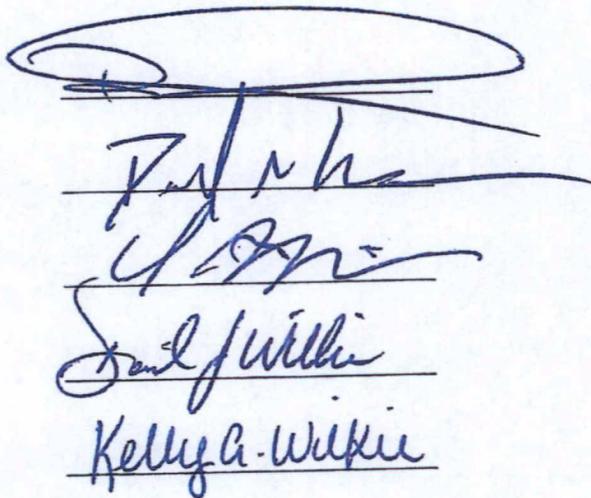
Brandy L. Bartolone

Daniel N. Higgins

Douglas N. Higgins

David J. Wilkie

Kelly A. Wilkie



Handwritten signatures of the listed persons, each written over a horizontal line. The signatures are: Brandy L. Bartolone, Daniel N. Higgins, Douglas N. Higgins, David J. Wilkie, and Kelly A. Wilkie.

Kelly A. Wilkie
Kelly A. Wilkie
Secretary

Dated: July 1, 2015

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 16-00022114 CONTRACTOR - CERT GENERAL CONTRACTOR
 Issue Date: July 28, 2015 Expiration Date: September 30, 2016
 License Fee \$325.00
 Add. Charges \$0.00
 Penalty \$0.00
 Total \$325.00

Comments:

User: KEYWBLD Type: OC Drawer: 1
Date: 7/31/15 55 Receipt no: 31448

2016 22114

CIT OCCUPATIONAL RENEWAL
1.00 \$325.00

This document must be prominently displayed.

DOUGLAS N. HIGGINS, INC

11663 \$325.00

trans date: 7/31/15 Time: 12:27:52

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

ANN ARBOR MI 48108

BIDDER'S CHECKLIST

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

1. All Contract Documents thoroughly read and understood
2. All blank spaces in Bid filled in black ink.
3. Extended amounts and sum of these amounts added correctly.
4. Addenda acknowledged.
5. Subcontractors named in the Bid.
6. Experience record included.
7. Bid signed by authorized officer.
8. Bid Bond completed and executed, including power-of-attorney dated the same day.
9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work.
10. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within 10 days after receiving a Notice of Award.
11. Bid submitted intact with the volume containing the Bidding Requirements and one (1) original and two (2) USB drives each with a single file of the entire bid package.
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid.
13. Bid Proposal Submitted with Anti-kickback Affidavit, Public Entity Crime Forms, City of Key West Indemnification Form, Local Vendor Certification, Equal Benefits, Code of Silence, State of Florida License, and Bidder's Checklist.

CONTRACT DOCUMENTS FOR:



RIGHT OF WAY IMPROVEMENTS 2016

ITB 014-16

MARCH 2016

MAYOR: CRAIG CATES

COMMISSIONERS:

SAMUEL KAUFMAN

BILLY WARDLOW

JIMMY WEEKLEY

MARGARET ROMERO

CLAYTON LOPEZ

RICHARD PAYNE

PREPARED BY:
ENGINEERING SERVICES

COPY NO: _____

CITY OF KEY WEST

KEY WEST, FLORIDA

CONTRACT DOCUMENTS

for

RIGHT OF WAY
IMPROVEMENTS 2016

CONSISTING OF:
BID DOCUMENTS
CONTRACT DOCUMENTS
CONDITIONS OF THE CONTRACT
GENERAL REQUIREMENTS
TECHNICAL SPECIFICATIONS
STANDARD DETAILS
FIGURES

KEY WEST, FLORIDA

MARCH 2016

Project Codes II41021601,1602, 1603.

INFORMATION TO BIDDERS

SUBJECT: INVITATION TO BID NO. 014-16:
RIGHT OF WAY IMPROVEMENTS 2016

ISSUE DATE: SUNDAY, APRIL 3, 2016

MAIL OR SPECIAL
DELIVERY REPOSSES TO: CITY CLERK
CITY OF KEY WEST
3126 FLAGLER AVE KEY
WEST, FL 33040

DELIVER BIDS TO: SAME AS ABOVE

BIDS MUST BE
RECEIVED: WEDNESDAY, MAY 4, 2016

NOT LATER THAN: 3:00 P.M. LOCAL TIME

SUE SNIDER
PURCHASING AGENT
CITY OF KEY WEST

ses

Enclosures

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PART 1
BIDDING DOCUMENTS

INVITATION TO BID

Sealed bids for RIGHT OF WAY IMPROVEMENTS 2016 / ITB 014-16 addressed to the City of Key West, will be received at the Office of the City Clerk, 3126 Flagler Avenue St., Key West Florida, until **3:00 p.m., local time, on Wednesday the 4th day of MAY 2016**, and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

Please submit **ONE (1) ORIGINAL and TWO (2) USB drives each with a single file of the entire bid proposal package. Bid package shall be enclosed in a sealed envelope clearly marked on the outside "ITB 014-16: RIGHT OF WAY IMPROVEMENTS"; addressed and delivered to the City Clerk's office at the address noted above.**

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

The Project contemplated consists of work within the City's RIGHT OF WAY including asphalt paving, sidewalk construction and shoulder restoration as directed by the City.

Drawings and Specifications may be obtained from Demand Star by Onvia or on the City of Key West website www.cityofkeywest-fl.gov. For bid package access on Demand Star please contact www.demandstar.com or call 1-800-711-1712.

A **pre-bid meeting** will be held in the conference room at 3126 Flagler Avenue, Key West, Florida on **Wednesday, April 13, 2016 at 9:00 a.m.**

For information concerning the proposed work, please contact Devon Steckly, Senior Project Manager, Engineering Services by email at dsteckly@cityofkeywest-fl.gov. The City's "Cone of Silence" Ordinance 2-773 does not allow verbal communications.

The successful Bidder will be required to furnish the necessary additional bond(s) for the faithful performance of the Contract, as Prescribed in the Bidding Documents. Within 10 days after the Notice of Award, the successful Bidder will also be required to furnish documentation showing that he is in compliance with the licensing requirements of the state and that the Provisions of Chapter 66 of the Code of Ordinances of the City of Key West. Compliance with these Provisions is required before the Contractor can enter into the agreement contained in the Contract Documents.

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

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

The Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of the provisions of Chapter 66 Section 87 of the Code of Ordinances of the City of Key West; within 10 days the following the Notice of Award and must demonstrate that he holds at a minimum, the following licenses & certificates;

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

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

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

At the time of the award, the successful Bidder must show satisfactory documents of such State, County, and City licenses as would be required. Any permit and/or license requirement and subsequent costs are located within the bid documents. The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the Bid in question. The City may reject bids for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the bidder misstates or conceals a material fact in its bid, (3) if the bid does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the bid is conditional, (5) if a change of circumstances occurs making the purpose of the bid unnecessary to the City, or (6) if such rejection is in the best interest of the City. The City may also waive any minor formalities or irregularities in any bid.

The Owner reserves the right to award contracts to multiple bidders as necessary to meet required work schedules as determined by the City.

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 Devon Steckly, Senior Project Manager, dsteckly@cityofkeywest-fl.gov in writing (at least eight (8) calendar days prior to the 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 become available to all registered holders of Bidding 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.

2. GENERAL DESCRIPTION OF THE PROJECT

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

3. QUALIFICATION OF CONTRACTORS

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

4. BIDDER'S UNDERSTANDING

Each Bidder must inform himself of the conditions relating to the execution of the work and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Bidder of his obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents. Each Bidder shall inform himself of, and the Bidder awarded a Contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the work. This requirement includes, but is not limited to, regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, natural resource protection, fire protection, burning and non-burning requirements, permits, fees, 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 in all appropriate places in the Bid Proposal Form.

6. PREPARATION OF BIDS

A. GENERAL

All blank spaces in the Bid form must be filled in, as required, in BLACK INK. All Price information will be shown in figures where required. No changes shall be made in the phraseology of the forms.

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

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

B. SIGNATURE

The Bidder shall sign his Bid in the blank space provided therefore. If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If the 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 on 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. SPECIAL BIDDING REQUIREMENTS

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

The Bidder shall submit with his Bid his experience record showing their experience and expertise in RIGHT OF WAY improvement work. Such experience record shall provide at least five (5) current or recent Projects of similar work, preferably within Florida or the

Southeastern United States. For each Project the following information will 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

D. ATTACHMENTS

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

State of Florida Contractor's License
Anti-Kickback Affidavit
Public Entity Crime Form
Local Vendors Certification
Domestic Partnership Affidavit
Cone of Silence
Indemnification
Bidder's Checklist

7. STATE AND LOCAL SALES AND USE TAXES

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

All Bids must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid. Bids must be made on the Bid Proposal forms provided herewith, submit one (1) original and two (2) USB drives each with a single file of the entire bid proposal package.

Each Bid must be submitted in a sealed envelope, so marked as to indicate the Bidder's name and its contents without being opened, and addressed in conformance with the instructions in the Invitation to Bid.

9. MODIFICATION OR WITHDRAWAL OF BID PROPOSALS

Prior to the time and date designated for receipt of Bids, any Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for the receipt of Bids.

Such notice shall be in writing over the signature of the Bidder or by email. If by email, 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, and it shall be so worded as not to reveal the amount of the original Bid. No Bid may be withdrawn after the time scheduled for the opening of Bids, unless the time specified in paragraph AWARD OF CONTRACT of these Instructions to Bidders shall have elapsed.

10. BID SECURITY

Bids must be accompanied by cash, a certified check drawn on a bank in good standing, or a Bid Bond issued by a Surety authorized to issue such bonds in the state where the work is located, in the amount of five (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 Sixty (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. Agent and surety phone numbers must be provided.

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

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

11. RETURN OF BID SECURITY

Within fifteen (15) days after the award of the Contract, the City will return the Bid securities to all Bidders who's 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 Bidder's Bonds and any guarantees which have been forfeited, will be returned to the respective Bidders whose Bids they accompanied.

12. AWARD OF CONTRACT

Within sixty (60) calendar days after the opening of the Bids, the City will accept one 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. In the event of failure of the lowest responsive Bidder to sign the Contract and provide acceptable insurance certificate(s) and acceptable performance and payment bonds, and evidence of holding required licenses, the City may award the Contract to the next lowest, responsive, responsible Bidder.

The City reserves the right to accept or reject any and all Bids, and to waive any informalities and irregularities in said Bids. The City reserves the right to award to both the lowest and next lowest responsive, responsible Bidder.

13. BASIS OF AWARD

The award will be made by the City, on the basis of the Total of Base Bid Items found on the Bid Proposal Form, from the lowest responsive, responsible Bidder, which in the City's sole and absolute judgment, will serve the best interests of the City.

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

14. EXECUTION OF CONTRACT

The successful Bidder shall, within ten (10) working days after receiving Notice of Award, sign and deliver to the City a Contract and two (2) copies in the form hereto attached together with the acceptable insurance certificates, bonds, and evidence of the holding required licenses as required in these Documents. Within ten (10) working days after receiving the signed Contract from the successful Bidder, the City's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

15. CONTRACT BONDS

A. PERFORMANCE AND PAYMENT BONDS

The successful Bidder shall file with the City, at the time of delivery of the signed Contract, a Performance Bond and Payment Bond on the forms bound herewith, each in the full amount of the Contract Price in accordance with the requirements of Florida Statutes Section 255.05 or 713.23, as applicable, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the construction of the work, and to cover all guarantees against defective workmanship or materials, or both, during the warranty period following the date of final acceptance of the work by the City. The Surety furnishing this bond shall have a sound financial standing and a record of service satisfactory to the City, 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. Section 255.05(7), Florida Statutes, in lieu of the bond required by law, the contractor may file with the city an alternative form of security in the form of cash, a money order, a certified check, a cashier's check or an irrevocable letter of credit.

B. POWER-OF-ATTORNEY

The Attorney-in-Fact (Resident Agent) who executes Performance and Payment Bonds on 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. Performance and Payment Bonds, and respective powers-of-attorney will have the same date.

16. FAILURE TO EXECUTE CONTRACT AND FURNISH BOND

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

17. PERFORMANCE OF WORK BY SUBCONTRACTOR

Each Bidder must furnish with his proposal a list of subcontractor performed items and the estimated value of each item.

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. Work Orders will be issued as a means to track time & materials for work performed in the referenced right of way. A time estimate for the completion of each work order will be stated in that particular Work Order; when the Contractor receives a Work Order, work shall commence as soon as possible and all work shall be completed 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, within five (5) calendar days of the receipt of the Work Order, make a written claim to the Engineer and City for an extension in the time of completion. If in the opinion of the Engineer and City, 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 and City.

Should a Work Order extend past the one (1) year contract period for unforeseen reasons the work shall be automatically extended to the date of completion not to exceed 90 days.



THE CITY OF KEY WEST

Post Office Box 1409
Key West, FL 33041-1409

ADDENDUM NO. 1 ITB 014-16 RIGHT OF WAY IMPROVEMENTS

This addendum 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. **Invitation to Bid** -Prebid Meeting Minutes and Sign in Sheet - Exhibit A
2. **Instructions to Bidders - 1.B Document Interpretation** - Contractor Written Questions and City Answers – Exhibit B
3. **Bid Proposal Form** – revises Item Quantities – 0327-70-5 Asphalt Milling, 0522-1 Concrete Sidewalks, 0522-2 Concrete Sidewalks and Driveways, and adds Item 0710-11101 Painted Curb Markings. The enclosed Revised Bid Proposal Form replaces original solicitation Bid Proposal Form. Submit a completed revised Bid Proposal Form – Exhibit C.
4. **Section 1025 Measurement and Payment** - revises 1.4 Description of Items, M Painted Striping through adding 0710-1101 Painted Curb Markings – Exhibit D.

Solicitation Bid Date and Time remain unchanged.

All Bidders 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

Name of Business



THE CITY OF KEY WEST
Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

Right of Way Improvements ITB 014-16

Pre-Bid Meeting

Wednesday, April 13, 2016 9 AM

Minutes and Sign-In Sheet

1. Project Scope Overview

- 18,200 sy Asphalt Paving
- 800 sy Concrete Sidewalk
- 12,000 sy Shoulder Swale Restoration
- Various Locations throughout City Limits

2. Project Schedule

- Bid Opening Date – Wednesday, May 4th at 3:00 PM
- City Commission Award Construction Contract – June 2016 – Anticipate June 21 CC Mtg
- Construction Contract Notice to Proceed Issuance – June 2016 – clarified multiple NTPs by individual Work Orders
- Construction Contract Completion – June 2017

3. Bid Preparation Consideration Topics

- Bid Preparation requires submitting Bid Proposals per the Invitation to Bid and Instructions to Bidder stipulations – reference pages 2 through 9
- Bid Preparation Questions must be submitted only in writing and at least 8 days prior to bid opening date – reference page 4, therefore the question submittal deadline is Tuesday, April 26. Answers to written questions provided by Addendum.
- Bid Type – Unit price bid – reference page 5.
- Bid Security - 5% of Base Bid pricing shall be provided with Proposal – reference page 7
- Contract Award - 60 days from bid opening – reference page 7 – clarified anticipating award June 21 CC Mtg
- Contract Award basis on the lowest total base bid with option to award both the lowest and next lowest bids – reference pages 7 and 8 – clarified City intends awarding two contracts
- Contract Bonds such as; Performance and Payment Bonds are a Contract Requirement – reference page 8
- Notice to Proceed issuance by Work Order – reference page 9

4. Project General Considerations

- Daily Reporting – reference page 67
- Work Order Locations – reference pages 79 and 80
- Bid Item Descriptions – reference pages 83 through 85
- Field Engineering – reference pages 86 and 87 – clarified Field Engineering section references more than surveying
- Submittals – reference pages 88 and 89 – clarified Submittal requirements per FDOT Specifications Level of Acceptance
- Preconstruction AV Recording – reference page 90
- Testing Services – reference pages 91 and 92 – clarified Testing requirements per FDOT Specifications Level of Acceptance
- Work Order Closeout – reference pages 95 through 97 – clarified Closeout Section addresses releasing retaining requirements and liquidated damages

Key to the Caribbean – average yearly temperature 77 ° Fahrenheit.

5. Project Technical Specifications

- 2016 FDOT Standards – reference page 99
- City of Key West Standard Details – reference pages 101 through 108
- Florida Keys Aqueduct Authority Details – reference pages 109 through 117

Meeting Adjourned 10:05 am

City of Key West - Right of Way Improvements 2016 - April 13, 2016 - Pre Bid Meeting Sign-in Sheet

	NAME	COMPANY	PHONE NO.	E-MAIL
1	DEVON STECKLY	CITY	305 809 3747	dsteckly@cityofkeywest-fl.gov
2	GARY VOLENEC	CITY	305 809-3967	gvolenec@cityofkeywest-fl.gov
3	Paul Waters	DNHI	305-797-1019	PaulW@dnhiggins.com
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From: Devon Steckly
Sent: Wednesday, April 20, 2016 3:00 PM
To: 'Andrew Toppino'
Subject: RE: RIGHT OF WAY IMPROVEMENTS 2016

Andrew,

Thanks for presenting question via email. City will respond via addendum.

Devon Steckly
Senior Project Manager
City of Key West
PO Box 1409
Key West, FL 33041
305.809.3747
dsteckly@cityofkeywest-fl.gov

From: Andrew Toppino [mailto:ajtoppino@gmail.com]
Sent: Wednesday, April 20, 2016 2:31 PM
To: Devon Steckly <dsteckly@cityofkeywest-fl.gov>
Subject: RIGHT OF WAY IMPROVEMENTS 2016

Devon,

As I was reading through the 2016 ROW Improvements contract documents, I noticed that the bid proposal form quantity for 4" sidewalk (50,000 SY) differs largely from the proposed work locations estimated quantity (800 SY).

Just wanted to bring this to the Citys attention.

Thanks!

--

Andrew Toppino
Estimator

Charley Toppino & Sons
Office: (305)-296-5606
Fax: (305)-296-5189

Monroe Concrete Products
Office: (305)-296-9934
Fax: (305)-296-2396

Cell: (305)-797-5839
AJToppino@gmail.com

CharleyToppinoandSons.com

BID PROPOSAL FORM
Revised Addendum No. 1

FDOT Item Number	Item Description	Quantity & Unit	Unit Price	Total Extended Price
0101-1	Mobilization/Demobilization	1 per Each	\$ _____	\$ _____
0210-1-1	Reworking Limerock Base (up to 6")	3,000 S.Y.	\$ _____	\$ _____
0230-1	Limerock Stabilized base (12" thick at 98% of T-180)	3,800 S.Y.	\$ _____	\$ _____
0327-70-5	Asphalt Milling (2 inch average thickness, includes disposal)	20,000 S.Y.	\$ _____	\$ _____
0334-1-13	Superpave Asphalt Leveling Course SP-12.5 (1.5" Thick - Overlay) (Traffic Level C)	3,000 Ton	\$ _____	\$ _____
0337-7-54	Asphalt Friction Course FC-9.5 (0.5" Thick) (Traffic Level C)	1,000 Ton	\$ _____	\$ _____
0425-3-50	Manholes, (Raise/Lower)	10 Each	\$ _____	\$ _____
0425-6	Valve/Meter Box, Adjustment	200 Each	\$ _____	\$ _____
0425-7	Manhole Cover – Replacement	10 Each	\$ _____	\$ _____
0425-8	Drainage Structures – Miscellaneous Adjustment	20 Each	\$ _____	\$ _____
0520-1-10	Concrete Curb and Gutter, Type "F"	1,000 L.F.	\$ _____	\$ _____
0520-2-4	Concrete Curb, Type "D"	1,000 L.F.	\$ _____	\$ _____
0522-1	Concrete Sidewalks, 4" thick	1,000 S.Y.	\$ _____	\$ _____
0522-2	Concrete Sidewalks and Driveways, 6" thick	100 S.Y.	\$ _____	\$ _____
0527-2	Detectable Warnings (ADA Truncated Domes)	4,000 S.F.	\$ _____	\$ _____
0570-1-2	Performance Turf, Sod	450 S.Y.	\$ _____	\$ _____
0706-3	Retro-reflective Pavement Markers	200 Each	\$ _____	\$ _____
0710-11101	Painted Curb Markings (Red, Yellow, or Blue, Solid, Side and Top of Curb)	600 L.F.	\$ _____	\$ _____
0710-11111	Painted Pavement Markings (Standard, White, Solid, 6")	500 L.F.	\$ _____	\$ _____
0711-11121	Thermoplastic (70 Mil, White, Solid, 6")	3,000 L.F.	\$ _____	\$ _____

FDOT Item Number	Item Description	Quantity & Unit	Unit Price	Total Extended Price
0711-11123	Thermoplastic (70 Mil, White, Solid, 12")	500 L.F.	\$ _____	\$ _____
0711-11124	Thermoplastic (70 Mil, White, Solid, 18")	200 L.F.	\$ _____	\$ _____
0711-11125	Thermoplastic (70 Mil, White, Solid, 24")	500 L.F.	\$ _____	\$ _____
0711-11160	Thermoplastic (70 Mil, White, Message)	100 Each	\$ _____	\$ _____
0711-11170	Thermoplastic (70 Mil, White, Arrow)	10 Each	\$ _____	\$ _____
0710-11211	Painted Pavement Markings (Standard, Yellow, Solid, 6")	4,000 L.F.	\$ _____	\$ _____
0711-11221	Thermoplastic (70 Mil, Yellow, Solid, 6")	3,000 L.F.	\$ _____	\$ _____
0711-11223	Thermoplastic (70 Mil, Yellow, Solid, 12")	200 L.F.	\$ _____	\$ _____
0711-11224	Thermoplastic (70 Mil, Yellow, Solid, 18")	200 L.F.	\$ _____	\$ _____
0711-11421	Thermoplastic (70 Mil, Blue, Solid, 6")	500 L.F.	\$ _____	\$ _____
0710-11421	Painted Pavement Markings (Standard, Blue, Solid, 6")	500 L.F.	\$ _____	\$ _____
0711-11460	Thermoplastic (70 Mil, Blue, Handicap Symbol)	15 Each	\$ _____	\$ _____
1080-11201	Utility Fixtures, 2" - 4.9", Furnish and Install, Valve/Meter Box	50 Each	\$ _____	\$ _____
1080-15	Utility Fixtures, Adjust and Modify	10 Each	\$ _____	\$ _____
NS-1	New Single Post and New Sign (includes existing sign/post removal, 3" dia. Alum. Post, brackets, concrete footer and installation)	20 Each	\$ _____	\$ _____
NS-2	Single Sign Post (includes existing post removal, 3" dia. Alum. Post, brackets, concrete footer and installation, reuse existing sign)	20 Each	\$ _____	\$ _____
NS-3	Concrete Curb Thickened Edge	1,000 L.F.	\$ _____	\$ _____
NS-4	Shoulder Restoration (includes all equipment, labor, material (FDOT Certified Washed Miami No. 57 Stone) and clean-up/dust control)	12,000 S.Y.	\$ _____	\$ _____

FDOT Item Number	Item Description	Quantity & Unit	Unit Price	Total Extended Price
NS-5	Seepage Trench	500 L.F.	\$_____	\$_____
NS-6	Failed Trench Restoration	1,000 L.F.	\$_____	\$_____
NS-7	Performance and Payment Bonds (based upon Summation of Total Extended Amounts = \$_____) To Be Paid on a Per Work Order Basis	Per \$1,000	\$_____	\$_____

TOTAL OF BASE BID ITEMS

_____ \$ _____
 TOTAL IN WORDS TOTAL IN FIGURES

Company Name

Authorized Signature

Title

01025: MEASUREMENT AND PAYMENT
Revised Addendum No. 1

PART 1 GENERAL

1.1 GENERAL

- A. The CONTRACTOR shall receive and accept the compensation as provided in the BID and the Contract in full payment for performing all operations necessary to complete the work under this Contract, and also in full payment for all loss or damages arising from the nature of the work, until the final acceptance by the OWNER.
- B. The Unit prices stated in the Bid include all costs and expenses for performing and completing the work as ordered and as described in the Contract Documents, details, technical specifications, and specified herein. Measurement and payment for an item at a Unit Price or Lump Sum shown in the Bid shall be in accordance with the description of the item in this section.
- C. The CONTRACTOR'S attention is called to the fact that the quotations for various items of work are intended to establish a total price for completing the work. Should the CONTRACTOR feel that the cost for an item has not been established in the BID, or this section, they shall include the cost for that work in an applicable BID item, so that this bid reflects his total Unit Prices and Aggregate Sums for completing the work in its entirety.
- D. The quantities for payment under this Contract shall be determined by actual measurement of completed items, in-place, and ready for service and accepted by the OWNER, in accordance with the applicable method of payment therefore contained herein. The CONTRACTOR shall designate and provide a representative to be present at, to witness, and to assist in the making of field measurement of payment.

1.2 MEASUREMENT GENERAL

- A. Whenever pay quantities of material are determined by weight, the material shall be weighed on scales furnished by CONTRACTOR and certified accurate by the state agency responsible. A weight or load slip shall be obtained from the scale operator and delivered to the OWNER'S representative at the point of delivery of the material.
- B. Vehicles used to haul material being paid for by weight shall be weighed empty daily and at such additional times as required by ENGINEER. Each vehicle shall bear a plainly legible identification mark.
- C. All materials which are specified for measurement by the cubic yard "measured in the vehicle" shall be hauled in vehicles of such type and size that the actual contents may be readily and accurately determined. Unless all vehicles are of uniform capacity, each vehicle must bear a plainly legible identification mark indicating its water level capacity. All vehicles shall be loaded to at least their water level capacity. Loads hauled in vehicles not meeting the above requirements or loads of a quantity less than the capacity of the vehicle, measured after being leveled off as

above provided, will be subject to rejection, and no compensation will be allowed for such material.

D. Units of measure shown on the Bid shall be as follows unless specified otherwise.

<u>Item</u>	<u>Method of Measurement</u>
CY	Cubic Yard: Field Measure Calculated by ENGINEER within the limits specified or shown
EA	Each: Field Count by ENGINEER
LF	Linear Foot: Field Measure by ENGINEER
LS	Lump Sum: Unit is one; no measurement will be made
SF	Square Foot: Measurement & calculation by Engineer
SY	Square Yard: Measurement & calculation by Engineer
TON	Ton: Haul tickets signed by Engineer

1.3 PAYMENT

- A. General: Progress payments on individual Work Orders will be made monthly based on the date of Work Order Notice to Proceed.
- B. Payment for all Work shown or specified in the Contract Documents is included in the Contract Price. No measurement or payment will be made for individual items except as itemized herein as unit price items.
- C. Payment will not be made for following:
1. Loading, hauling, and disposing of rejected material.
 2. Quantities of material wasted or disposed of in manner not called for under Contract Documents.
 3. Rejected loads of material, including material rejected after it has been placed by reason of failure of CONTRACTOR to conform to provisions of Contract Documents.
 4. Material not unloaded from transporting vehicle.
 5. Defective Work not accepted by OWNER.
 6. Material remaining on hand after completion of Work.

1.4 DESCRIPTION OF BID ITEMS

- A. Mobilization/Demobilization (Item 0101-1) shall be paid at the unit price per each Work Order issued.
- B. Reworking Existing Limerock Base (Item 0210-1-1) shall be paid at the unit price per square yard of base course material reworked and tested as stated in the CONTRACTOR's Bid and shall constitute full compensation for all earthwork required for this work.
- C. Limerock Stabilized Base (Item 0230-1) shall be paid at the unit price per square yard of limerock as stated in the CONTRACTOR's Bid and shall constitute full compensation for furnishing and delivering the limerock. All other labor, materials, equipment, compaction, testing and incidentals necessary to complete the work shall be considered incidental to the unit price as stated in the CONTRACTOR's Bid.
- D. Asphalt Milling (Item 0327-70-5) ordered by the ENGINEER will be paid at the unit price per square yard of asphalt concrete pavement milled as stated in the CONTRACTOR's Bid, and shall constitute full compensation for all asphalt concrete pavement milled beyond that considered to be incidental and required for connections to existing pavement. No compensation will be paid for milling in areas damaged due to the CONTRACTOR's failure to protect surface.
- E. Asphalt Concrete Courses (Items 0334-1-13 and 0337-7-54) Payment for the asphalt concrete pavement courses will be made at the unit price per ton of concrete asphalt stated in the CONTRACTOR's Bid, and shall constitute full compensation for furnishing and applying the tack coat, furnishing, laying, and compacting. Measurement for payment will be based on the number of tons (2,000 pounds) of asphalt concrete incorporated in the pavement, as weighed on tested scales. Present trip ticket to the ENGINEER for signature as the material is delivered. Each trip ticket will show the date and time of delivery, truck number or driver's name, net weight of the material, and shall be considered as valid delivery receipts only when signed by the ENGINEER. Payment will be made only for the items of work shown in the Schedule of Unit Prices and individual Work Order. All other labor, materials, equipment, testing and incidentals necessary to complete the work shall be considered incidental to the unit prices shown in the Bid.
- F. Utility Appurtenance Extensions and Replacements (Items 0425-3-50, 0425-6, 0425-7, 0425-8, 1080-11201, and 1080-15) including extensions of valves, valve boxes, meter boxes, manholes, catch basins, inlets or other appurtenances and replacement of valve and meter boxes will include full compensation for all work and materials required to raise, extend or replace each appurtenance. Payment for utility appurtenance extensions and replacements will be based on the unit price for each extension stated in the CONTRACTOR's Bid.
- G. Curbs and Gutters (Items 0520-1-10, 0520-2-4 and NS-3) shall be paid by the lineal foot of curb, curb and gutter, or thickened edge constructed at unit prices stated in the Contractor's BID. Payment shall be considered full compensation for furnishing all labor, materials, and equipment to complete the work. Payment for replacing curbs damaged by contractor will be incidental to the contract.

- H. Concrete Sidewalks (Items 0522-1 and 0522-2) shall be paid by the square yard of concrete surface at unit prices stated in the Contractor's BID. Payment shall be considered full compensation for demolition and removal of existing concrete sidewalks, furnishing all labor, materials, and equipment to complete the work as specified under this section. There will be no payment for replacing sidewalks damaged by contractor as that work is incidental to the contract.
- I. Detectable Warnings (Item 0527-2) shall be paid by the square foot of detectable warnings installed as stated in the CONTRACTOR's Bid and shall constitute full compensation for all labor, materials and equipment required for this work.
- J. Sod (Item 0570-1-2) shall be paid at the unit price per square yard of sod as stated in the CONTRACTOR's Bid and shall constitute full compensation for all labor, materials and equipment required for this work.
- K. Retro-Reflective Pavement Markers (Item 0706-3) shall be paid per each marker at the unit price stated in the CONTRACTOR's Bid and shall constitute full compensation for furnishing and installing said marker.
- L. Thermoplastic Pavement Striping (Items 0711-11121, 0711-11123, 0711-11124, 0711-11125, 0711-11221, 0711-11223, 0711-11224, and 0711-11421) shall be paid by the lineal foot of striping as stated in the CONTRACTOR's Bid and shall constitute full compensation for furnishing and installing striping.
- M. Painted Pavement and Curb Striping (Items 0710-11101, 0710-11111, 0710-11211, and 0710-11421) shall be paid by the lineal foot of striping as stated in the CONTRACTOR's Bid and shall constitute full compensation for furnishing and installing striping.
- N. Thermoplastic Pavement Markings (Items 0711-11160, 0711-11170, and 0711-11460) shall be paid per each marking stated in the CONTRACTOR's Bid and shall constitute full compensation for furnishing and installing said marking.
- O. New Single Post Sign and New Sign (Item NS-1) shall be paid for each sign at the unit price as stated in the CONTRACTOR's Bid and shall constitute full compensation for furnishing and installation.
- P. Single Post Sign Reusing Existing Sign (NS-2) shall be paid for each sign post at the unit price as stated in the CONTRACTOR's Bid and shall constitute full compensation for removal, furnishing and installation of the new pole and existing sign.
- Q. Shoulder Restoration (Item NS-4) shall be paid at the unit price per square yard of restoration as stated in the CONTRACTOR's Bid and shall constitute full compensation for all labor, materials and equipment required for this work.
- R. Seepage Trench (Item NS-5) shall be paid at the unit price per lineal foot of trench construction as stated in the CONTRACTOR's Bid and shall constitute full compensation for all labor, materials and equipment required for this work.

- S. Failed Trench Restoration (Item NS-6) shall be paid at the unit price per lineal foot of trench restoration as stated in the CONTRACTOR's Bid and shall constitute full compensation for all labor, materials, equipment, compaction, testing and incidentals required for this work.
- T. Performance and Payment Bonds (NS-7) shall be paid per individual work order total cost based on unit price per \$1,000 in the Bid Proposal.

END OF SECTION

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

BID PROPOSAL

To: The City of Key West, Florida

Address: 3126 Flagler Avenue
Key West, Florida 33040

Project Title: RIGHT OF WAY IMPROVEMENTS 2016

Project No.: ITB 014-16

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

Name: _____

Telephone: _____

E mail: _____

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 City, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

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

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

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Bid is accepted, he will, within 10 days after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver to the City examples of the Performance Bond and Payment Bond required herein, and evidence of holding required licenses and

certificates, and will, to the extent of his Bid, furnish all machinery, tool, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 10 calendar days after the date of the Notice to Proceed and to complete the construction, in all respects, within the number of calendar days set forth in each Work Order.

This Contract will automatically expire and be terminated one (1) year after the date of the execution of the Contract by the City unless granted a one year contract extension at the discretion of the City.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work authorized by a particular Work Order within the time limit or extended time limit agreed upon in that Work Order, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the City at the rate of \$500 per day for all work authorized under said Work Order until the work shall have 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 Nos'. ____, ____, ____, ____, ____ (Bidder shall insert the number of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said Addenda.

SALES AND USE TAXES

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

ESTIMATED QUANTITIES

Estimated Quantities in Bid Proposal Form are provided for Bid comparison purposes. Work will be performed on a unit price basis and actual quantities for payment may vary significantly.

BID PROPOSAL FORM

FDOT Item Number	Item Description	Quantity & Unit	Unit Price	Total Extended Price
0101-1	Mobilization/Demobilization	1 per Each	\$ _____	\$ _____
0210-1-1	Reworking Limerock Base (up to 6")	3,000 S.Y.	\$ _____	\$ _____
0230-1	Limerock Stabilized base (12" thick at 98% of T-180)	3,800 S.Y.	\$ _____	\$ _____
0327-70-5	Asphalt Milling (2 inch average thickness, includes disposal)	36,000 S.Y.	\$ _____	\$ _____
0334-1-13	Superpave Asphalt Leveling Course SP-12.5 (1.5" Thick - Overlay) (Traffic Level C)	3,000 Ton	\$ _____	\$ _____
0337-7-54	Asphalt Friction Course FC-9.5 (0.5" Thick) (Traffic Level C)	1,000 Ton	\$ _____	\$ _____
0425-3-50	Manholes, (Raise/Lower)	10 Each	\$ _____	\$ _____
0425-6	Valve/Meter Box, Adjustment	200 Each	\$ _____	\$ _____
0425-7	Manhole Cover – Replacement	10 Each	\$ _____	\$ _____
0425-8	Drainage Structures – Miscellaneous Adjustment	20 Each	\$ _____	\$ _____
0520-1-10	Concrete Curb and Gutter, Type "F"	1,000 L.F.	\$ _____	\$ _____
0520-2-4	Concrete Curb, Type "D"	1,000 L.F.	\$ _____	\$ _____
0522-1	Concrete Sidewalks, 4" thick	50,000 S.Y.	\$ _____	\$ _____
0522-2	Concrete Sidewalks and Driveways, 6" thick	10,000 S.Y.	\$ _____	\$ _____
0527-2	Detectable Warnings (ADA Truncated Domes)	4,000 S.F.	\$ _____	\$ _____
0570-1-2	Performance Turf, Sod	450 S.Y.	\$ _____	\$ _____
0706-3	Retro-reflective Pavement Markers	200 Each	\$ _____	\$ _____
0710-11111	Painted Pavement Markings (Standard, White, Solid, 6")	500 L.F.	\$ _____	\$ _____
0711-11121	Thermoplastic (70 Mil, White, Solid, 6")	3,000 L.F.	\$ _____	\$ _____
0711-11123	Thermoplastic (70 Mil, White, Solid, 12")	500 L.F.	\$ _____	\$ _____
0711-11124	Thermoplastic (70 Mil, White, Solid, 18")	200 L.F.	\$ _____	\$ _____

FDOT Item Number	Item Description	Quantity & Unit	Unit Price	Total Extended Price
0711-11125	Thermoplastic (70 Mil, White, Solid, 24")	500 L.F.	\$ _____	\$ _____
0711-11160	Thermoplastic (70 Mil, White, Message)	100 Each	\$ _____	\$ _____
0711-11170	Thermoplastic (70 Mil, White, Arrow)	10 Each	\$ _____	\$ _____
0710-11211	Painted Pavement Markings (Standard, Yellow, Solid, 6")	4,000 L.F.	\$ _____	\$ _____
0711-11221	Thermoplastic (70 Mil, Yellow, Solid, 6")	3,000 L.F.	\$ _____	\$ _____
0711-11223	Thermoplastic (70 Mil, Yellow, Solid, 12")	200 L.F.	\$ _____	\$ _____
0711-11224	Thermoplastic (70 Mil, Yellow, Solid, 18")	200 L.F.	\$ _____	\$ _____
0711-11421	Thermoplastic (70 Mil, Blue, Solid, 6")	500 L.F.	\$ _____	\$ _____
0710-11421	Painted Pavement Markings (Standard, Blue, Solid, 6")	500 L.F.	\$ _____	\$ _____
0711-11460	Thermoplastic (70 Mil, Blue, Handicap Symbol)	15 Each	\$ _____	\$ _____
1080-11201	Utility Fixtures, 2" - 4.9", Furnish and Install, Valve/Meter Box	50 Each	\$ _____	\$ _____
1080-15	Utility Fixtures, Adjust and Modify	10 Each	\$ _____	\$ _____
NS-1	New Single Post and New Sign (includes existing sign/post removal, 3" dia. Alum. Post, brackets, concrete footer and installation)	20 Each	\$ _____	\$ _____
NS-2	Single Sign Post (includes existing post removal, 3" dia. Alum. Post, brackets, concrete footer and installation, reuse existing sign)	20 Each	\$ _____	\$ _____
NS-3	Concrete Curb Thickened Edge	1,000 L.F.	\$ _____	\$ _____
NS-4	Shoulder Restoration (includes all equipment, labor, material (FDOT Certified Washed Miami No. 57 Stone) and clean-up/dust control)	12,000 S.Y.	\$ _____	\$ _____
NS-5	Seepage Trench	500 L.F.	\$ _____	\$ _____
NS-6	Failed Trench Restoration	1,000 L.F.	\$ _____	\$ _____

FDOT Item Number	Item Description	Quantity & Unit	Unit Price	Total Extended Price
NS-7	Performance and Payment Bonds (based upon Summation of Total Extended Amounts = \$_____) To Be Paid on a Per Work Order Basis	Per \$1,000	\$_____	\$_____

TOTAL OF BASE BID ITEMS

_____ \$ _____
TOTAL IN WORDS TOTAL IN FIGURES

Company Name

Authorized Signature

Title

SUBCONTRACTORS

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

Portion of Work: _____ Value: _____

Name: _____

Address: _____

Phone: _____

Portion of Work: _____ Value: _____

Name: _____

Address: _____

Phone: _____

Portion of Work: _____ Value: _____

Name: _____

Address: _____

Phone: _____

Portion of Work: _____ Value: _____

Name: _____

Address: _____

Phone: _____

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____, 2016.

Signature of Bidder

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this ___ day of _____, 2016.

(SEAL)

Name of Corporation _____

By _____

Title _____

Attest _____

FLORIDA BID BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that _____ hereinafter called the PRINCIPAL, and _____ a corporation duly organized under the laws of the State of _____ having its principal place of business at in the State of _____ and authorized to do business in the State of Florida, as SURETY, are held firmly bound unto City of Key West, hereinafter called the Obligee, in the sum of DOLLARS (\$ _____) for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid or Proposal, said Bid Proposal, by reference thereto, being hereby made a part hereof.

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

RIGHT OF WAY IMPROVEMENTS 2016

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

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within ten (10) working days after written notice of such acceptance, enters into a written Contract with the OBLIGEE then this obligation shall be void: otherwise the sum herein stated shall be due and payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said principal.

Signed and sealed this _____ day of _____, 2016.

PRINCIPAL

By: _____

SURETY

By: _____
ATTORNEY-IN-FACT

PUBLIC ENTITY CRIMES FORM

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____
for _____

2. This sworn statement is submitted by _____
(name of entity submitting sworn statement)
whose business address is _____
_____ and (if applicable) its Federal Employer
Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social
Security Number of the individual signing this sworn statement.)

3. My name is _____ and my relationship to
(please Print name of individual signing)
the entity named above is _____.

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(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, non-jury 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 that 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. There has been a subsequent Proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

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

(signature)

(date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

(name of individual signing)

day of _____, 2016

My commission expires:

NOTARY PUBLIC

ANTI-KICKBACK AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF _____)

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: _____

Sworn and subscribed before me this

_____ day of _____, 2016

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____

INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the "indemnitees") from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONTRACTOR's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONTRACTOR or of any third party to whom CONTRACTOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONTRACTOR: _____

SEAL:

Address

Signature

Print Name

Title

Date

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

Length of time at this address: _____

Signature of Authorized Representative Date: _____

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2016.

By _____, of _____
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

or has produced identification _____ as identification
(Type of identification)

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

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

BIDDER'S CHECKLIST

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

1. All Contract Documents thoroughly read and understood
2. All blank spaces in Bid filled in black ink.
3. Extended amounts and sum of these amounts added correctly.
4. Addenda acknowledged.
5. Subcontractors named in the Bid.
6. Experience record included.
7. Bid signed by authorized officer.
8. Bid Bond completed and executed, including power-of-attorney dated the same day.
9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work.
10. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within 10 days after receiving a Notice of Award.
11. Bid submitted intact with the volume containing the Bidding Requirements and one (1) original and two (2) USB drives each with a single file of the entire bid package.
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid.
13. Bid Proposal Submitted with Anti-kickback Affidavit, Public Entity Crime Forms, City of Key West Indemnification Form, Local Vendor Certification, Equal Benefits, Cone of Silence, State of Florida License, and Bidder's Checklist.