

**CITY OF MARATHON, FLORIDA
RESOLUTION 2014-97**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AWARDED BID FOR “MULTIPLE WASTEWATER SERVICE CONNECTIONS NO. 2” TO KEYS CONTRACTING SERVICES, INC.; APPROVING CONTRACT IN THE AMOUNT OF \$55,510; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Marathon (the “City”) issued an Invitation To Bid (ITB) for Multiple Wastewater Service Connections no. 2 (the “Project”) on July 13, 2014, with sealed bids opened on August 15, 2014; and

WHEREAS, Keys Contracting Services, Inc., submitted the lowest responsive and responsible bid in the amount of \$55,510 in response to the City’s ITB as set forth in the Bid tabulation attached hereto as Exhibit “A-1”; and

WHEREAS, the City Council desires to award the Bid for the Project to and enter into a Contract with Keys Contracting Services, Inc., in the amount of \$55,510 as shown in Exhibit “A.”

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

Section 1. The above recitals are true and correct and are incorporated herein.


Section 2. The City Council hereby awards the Bid to and approves the Contract in Exhibit “A” with Keys Contracting Services, Inc. for Multiple Wastewater Service Connections no. 2 in the amount of \$55,510.

Section 3. The City Manager is authorized to execute the Contract with Keys Contracting Services, Inc.

Section 4. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Marathon, Florida, this 26th day of August, 2014.


THE CITY OF MARATHON, FLORIDA



Mayor Dick Ramsay

AYES: Bartus, Bull, Keating, Senmartin, Ramsay
NOES: None
ABSENT: None
ABSTAIN: None

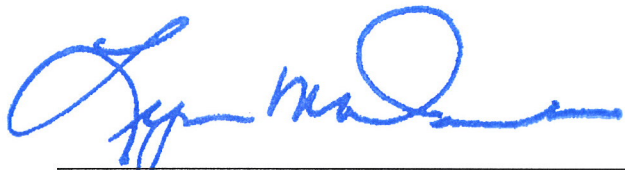
ATTEST:



Diane Clavier
City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**



Lynn M. Dannheisser, City Attorney

SECTION 00500
 AGREEMENT BETWEEN
 THE CITY OF MARATHON
 AND
 KEYS CONTRACTING SERVICES
 For
 MULTIPLE SEWER CONNECTIONS NO. 2 PROJECT

THIS AGREEMENT is made between the City of Marathon, Florida, a Florida municipal corporation whose address and principal place of business is 9805 Overseas Highway, Marathon, Florida 33050, (hereinafter the "City") and Keys Contracting Services a Florida corporation whose address and principal place of business is: 935 107th Street Marathon, FL 33050, (hereinafter the "Contractor"), and

WHEREAS, the City desires to engage the Contractor to provide construction services as specified below (the "Work").

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the City agree as follows.

1. **Scope of Services/Deliverables.**

- (a) The Contractor shall provide the Work at the unit price [] or lump sum price [X] specified in **Exhibit "A" – Scope of Work for Multiple Sewer Connections No. 2** attached to this Agreement, and made a part hereof by this reference. Contractor shall be responsible for supplying all apparatus, equipment, labor, materials, means of transport, services and tools incidental or necessary to complete the Work.

2. **Term/Commencement Date and Liquidated Damages.**

- (a) Unless specified otherwise in **Exhibit "A"** the Contractor shall not commence work until the City issues Contractor a written Notice to Proceed and the Work shall be substantially completed within **(75)** calendar days after the date specified in the Notice to Proceed ("Substantial Completion"), and fully completed and ready for final payment in accordance with the Agreement Documents within **(105)** calendar days after the date specified in the Notice to Proceed ("Final Completion"). The City Manager may extend the term of this Agreement up to an additional fifteen (15) days at his sole discretion based upon the recommendation of the City's Community Services Director, City Engineer or Utilities Director.
- (b) Contractor agrees that time is of the essence and Contractor shall complete each deliverable for the Work within the timeframes set forth in **Exhibit "A"**, unless extended by the City Manager. The City shall issue a written notice identifying the date the Work is deemed fully complete which shall be the Final Completion date.

times specified herein, plus any approved extensions thereof allowed by the City. The Contractor also recognizes that the damages which the City will incur if the Work is not substantially completed on time and/or fully completed on time are not readily ascertainable at the time this Agreement is entered into, and the Contractor recognizes the difficulties involved in proving the actual loss suffered by City if the Work is not substantially completed on time and/or fully completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages to compensate the City, and not as a penalty for delay or as an incentive to complete on time, Contractor shall pay City (\$250.00) for each calendar day that expires after the time specified for Substantial Completion of the Work. After Substantial Completion, if Contractor fails to fully complete the Work within the time specified for Final Completion and readiness for final payment or any proper extension thereof granted by City, Contractor shall pay City (\$100.00) for each calendar day that expires after the time specified for Final Completion and readiness for final payment. Contractor agrees that the liquidated damage amounts specified herein bear a reasonable relationship to the actual damages to be suffered due to public inconvenience and damage to the City's reputation if the Contractor fails to substantially complete and/or fully complete the Work on time. The liquidated damages are not in compensation for any other damages, and expressly exclude damages for completion contractor expenses, lost/unrealized revenue, financing costs, professional services, attorney fees, and/or additional City staffing that may be incurred if the Work is not substantially completed on time and/or fully completed on time. All liquidated damages amounts will continue to be charged if the Contractor abandons the Work, or is terminated, and the Work is completed by another party.

- (d) Should the Substantial Completion and/or Final Completion and acceptance of Work, together with any modification or additions, be delayed beyond the time for performance set above because of lack of performance by the Contractor, it is understood and agreed that aside from any liquidated damages, the Contractor shall be liable to the City for all actual additional costs and/or losses incurred by the City including, but not limited to, completion contractor expenses, lost/unrealized revenue, financing costs, professional services, attorney fees, and/or additional City staffing that incurred because the Work was not substantially completed on time and/or fully completed on time.
- (e) Monies due to the City for liquidated damages and/or actual damages shall be deducted from any monies due the Contractor, or if no money is due or the amount due is insufficient to cover the amount charged, the Contractor shall be liable for said amount.

3.

Compensation and Payment.

- (a) For the purpose of developing the values to be paid on a monthly basis, Contractor shall submit a Schedule of Values to be reviewed and approved by the City at least thirty (30) days before the first progress payment request. This Schedule of Values shall constitute the values of each unit within each category that will be paid for the Work (see, Application for Payment, Instructions "General Information").
- (b) The Contractor shall invoice the City on a monthly basis. All invoices shall provide a detailed statement of the Work performed by Contractor for the period of time covered by the invoice. Contractor shall use the form attached hereto as Exhibit "B," or such other form as may be provided by City from time to time, which is to be used by Contractor in requesting progress or final payments and which is to include such supporting documentation as is required by the Agreement Documents. The City will withhold 10% of each Pay Application as retainage which shall be paid upon Final Completion of the Work.
- (c) Each application for partial payment shall include partial lien/bond releases from all subcontractors and suppliers and a sworn statement by Contractor that partial payments received from City for the Work have been applied by Contractor to discharge in full all of Contractor's obligations, including payments to subcontractors and suppliers, stated in prior applications for payment. If payment has been withheld from a subcontractor and/or supplier the sworn statement shall state the reasons for the nonpayment. All partial payment requests shall be accompanied by consents of surety for each subcontractor and supplier.
- (d) The final application for payment shall be accompanied by all documentation called for in the Agreement Documents, together with complete and legally effective releases and/or waivers (satisfactory to City) of all liens and claims arising out of or in connection with the Work and consent of the surety, if any, to final payment. If any subcontractor or supplier fails to furnish a sub-tier release, Contractor shall provide the City with a sworn written explanation for why the subcontractor or supplier has not been paid. The City may require the Contractor to provide security to ensure all disputed and/or undisputed amounts owed are paid; or withhold the disputed and/or undisputed amounts owed from the final payment until such time as the final releases and consents of surety for each subcontractor and supplier.
- (e) The City shall pay Contractor in accordance with the Florida Prompt Payment Act. When the Contractor believes the Work is substantially complete, the Contractor shall notify the City and within 15 calendar days the parties shall create and review a single draft punch list of items to be completed in order for the Work to be fully complete. The City shall review the draft punch list and within 5 days of being provided with the draft punch list, the City shall provide the Contractor with the Final Punch list of work to be completed for the Work to be deemed fully complete.

- (f) If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Contractor the undisputed portion of the invoice. Upon written request of the Finance Director, the Contractor shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.
- (g) All payments shall only be from appropriations budgeted on an annual basis.

4. **Subcontractors.**

- (a) The Contractor shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Work.
- (b) Any subcontractors used on the Work must have the prior written approval of the City Manager and be properly licensed and insured in the same amounts as the Contractor.

5. **City's Responsibilities.**

- (a) Upon request, if available, the City shall furnish maps, plans, studies, reports and other information regarding anticipated field conditions readily available and in the City's possession.
- (b) The City shall arrange for access to and make all provisions for Contractor to enter upon real property as required for Contractor to inspect the site and perform the Work as may be requested in writing by the Contractor.

6. **Contractor's Responsibilities.**

- (a) Contractor shall exercise the same degree of care, skill and diligence in the performance of the Work as is ordinarily provided by a professional under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Work, it is determined that the Contractor's deliverables are incorrect, defective or fail to conform to the Scope of Work or perform as intended, upon written notification from the City Manager, the Contractor shall at Contractor's sole expense, immediately correct the Work.
- (b) Contractor and its subcontractors shall comply with all applicable laws and regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall develop and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent public and private property and of underground facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property caused, directly or indirectly, in whole

or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be immediately remedied by Contractor. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and the City has made final payment to Contractor.

- (c) On a daily basis during the course of the Work, Contractor shall maintain the site free of debris and dust so as to minimize any inconvenience to surrounding properties. Upon completion of the Work, Contractor shall remove all apparatus, debris, equipment, materials, and tools created or used to construct the Work, and except for the Work or as otherwise directed by the City return the site in the same condition as at the beginning of the Work.
- (d) If the Work will create any obstructions, road closures or traffic impacts, Contractor shall provide the City and surrounding property owners with no less than seventy-two (72) hours prior notice of the anticipated or planned obstructions, road closures or traffic impacts.
- e) Permits: Unless otherwise provided, Contractor shall obtain and pay for all construction permits and licenses. The City shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for prosecution of the work.

7. **Termination.**

- (a) The City Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Contractor, or immediately with cause.
- (b) Unless directed otherwise in writing by the City Manager, upon receipt of the City's written notice of intent to terminate or notice of actual termination, Contractor shall stop the Work.
- (c) In the event of termination by the City, the Contractor shall be paid for all Work accepted by the City Manager up to the date of termination.
- (d) The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data properly indexed and labeled pertaining to the Work to the City, in a hard copy and/or electronic format (as specified by the City) within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

8. **Insurance.**

The Contractor shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by the City. The underwriter of such insurance shall be qualified to do business in the State of Florida and have agents

upon whom service of process may be made in the State of Florida. If requested by the City Manager, the insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers. The insurance coverage shall include a minimum of:

- (a) Worker's Compensation and Employer's Liability Insurance. If applicable, coverage to apply for all employees at minimum statutory limits as required by Florida Law. Contractors with Worker's Compensation exemption shall not hold City liable for employee injury or claims.
- (a) Comprehensive Automobile and Vehicle Liability Insurance. Motor vehicle liability insurance, including applicable no-fault coverage, with limits of liability of not less than **\$10,000** per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles. Commercial General Liability. If applicable, commercial general liability coverage with limits of liability of not less than **\$100,000** per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.
- (d) The Contractor will add the City as an additional named insured on all insurance policies applicable to the Work under this Agreement. Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Certificates of Insurance shall include the City as additional named insured. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted.

9. **Nondiscrimination.**

- (a) During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination.

10. **Agreement Documents.**

The Agreement Documents listed below, which are listed in their order of precedence for the purpose of resolving conflicts, errors and discrepancies, by this reference shall become a part of the Agreement as though physically attached as a part thereof:

Change Orders
Agreement
Exhibits to the Agreement
Bid Documents (Addendum, Invitation to Bid/RFQ, Instructions to Bidders/Proposers, Proposal Form provided by Contractor, Notice of Award and Notice to Proceed);

CONTRACTOR AGREES THAT THERE IS NO IMPLIED OR EXPRESS WARRANTY OF CONSTRUCTABILITY WITH REGARD TO THE WORK OR DESIGN ENCOMPASSED BY THE AGREEMENT DOCUMENTS.

11. Attorneys' Fees and Waiver of Jury Trial.

- (a) If either the City or Contractor is required to enforce the terms of the Agreement by court proceedings or otherwise, whether or not formal legal action is required, the parties shall bear their own attorney fees, costs and expenses, at the trial and appellate level.
- (b) In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

12. Indemnification.

- (a) General Indemnity. Contractor shall indemnify and hold harmless the City, its officers, and employees, from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential, including, but not limited to, fees and charges of engineers, architects, attorney's, consultants and other professionals and trial and appellate court and arbitration costs arising out of or resulting from the performance of the Work, excluding claims arising from the sole negligence of City. Such indemnification shall specifically include but not be limited to claims, damages, losses and expenses arising out of or resulting from (i) any and all bodily injuries, sickness, death, disease; (ii) injury to or destruction of real property or tangible personal property, be it publicly or privately owned, including the loss of use resulting therefrom; (iii) other such damages, liabilities or losses received or sustained by any person or persons during or on account of any operations connected with the construction of the Work including the warranty period; (iv) the use of any improper materials; (v) any construction defect including patent defects; (vi) any act or omission of Contractor or his Subcontractors, agents, servants or employees; (vii) the violation of any federal, state, county or City laws, ordinances or regulations by Contractor, his Subcontractors, agents, servants or employees; (viii) the breach or alleged breach by Contractor of any term of this Agreement, including the breach or alleged breach of any warranty or guarantee.
- (b) Defense. In the event that any claims are brought or actions are filed against the City that are encompassed by the Contractor's duty to indemnify as stated in this Agreement, the Contractor agrees to defend against all claims and actions brought against the City regardless of whether such claims or actions are rightfully or wrongfully brought or filed. City reserves the right to select its own legal counsel to conduct any defense in any such proceedings and all costs and fees associated

therewith including any costs or fees of an appeal shall be the responsibility of Contractor.

- (c) Specific Indemnity. Contractor shall indemnify and hold harmless the City for liability for damages to persons or property caused in whole or in part by any act, omission, or default of the City, its officers, directors, agents, or employees arising from the Agreement or its performance. Such indemnification shall not include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of the City or its officers, directors, agents or employees, or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the Contractor or any of the Contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees. The extent of the indemnification shall be limited to \$5,000,000 which the parties agree bears a reasonable commercial relationship to the contract. The monetary limitation on the extent of the indemnification provided to the City shall not be less than \$1 million per occurrence.
- (d) Payment of Losses. Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever, excluding only those in which the damages arose out of the sole negligence of City, in connection with the foregoing indemnifications, including, but not limited to, reasonable attorney's fees and costs to defend all claims or suits in the name of City when applicable.
- (e) Contractor's indemnification shall not be limited to the amount of comprehensive general liability insurance which Contractor is required to obtain under the Agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Section 768.28 *Florida Statutes*, as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party described in this Section and its subparts.
- (f) The provisions of this section shall survive termination of this Agreement.

13. Notices/Authorized Representatives.

- (a) Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Michael Puto
 City Manager
 City of Marathon, Florida
 9805 Overseas Highway
 Marathon, Florida 33050

With a Copy to: Lynn Dannheisser
City Attorney
GrayRobinson, P.A.
1221 Brickell Ave., Suite 1600
Miami, FL 33131

For The Contractor: Chris Gratton, President
Keys Contracting Services
935 107th Street
Marathon, FL 33050

14. **Governing Law.**

- (a) This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Monroe County, Florida, Middle Keys Division of the Circuit Court or the Federal Southern District of Florida.

15. **Entire Agreement/Modification/Amendment.**

- (a) This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.
- (b) No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document. This Agreement may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof via a written Change Order, in the form attached hereto as **Exhibit "C,"** or such other form as may be provided by City from time to time.

16. **Ownership and Access to Records and Audits.**

- (a) All records, books, documents, maps, data, deliverables, papers, and financial information (the "Records") that result from the Contractor providing services to the City under this Agreement shall be the property of the City. The Records shall be properly indexed and labeled.
- (b) The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Contractor involving transactions related to this Agreement.
- (c) The City may terminate this Agreement for refusal by the Contractor to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

17. Nonassignability.

- (a) This Agreement shall not be assignable by Contractor unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Contractor, and such firm's familiarity with the City's area, circumstances, and desires.

18. Severability.

- (a) If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. Independent Contractor.

- (a) The Contractor and its employees, volunteers and agents shall be and remain independent contractor and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. Compliance with Laws.

- (a) The Contractor shall ensure that it, and all its subcontractors (at all tiers), comply with all federal, state and local applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Work.

21. Waiver.

- (a) The failure of the City to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. Survival of Provisions.

- (a) Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. Prohibition of Contingency Fees.

- (a) The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. Counterparts.

- (a) This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

25. Authorization to Sign Agreement.

- (a) The execution and delivery of this Agreement by Contractor is within Contractor's capacity and all requisite action has been taken to make this Agreement valid and binding on Contractor in accordance with its terms.

26. Non-Exclusive Agreement.

- (a) The services to be provided by the Contractor pursuant to this Agreement shall be non-exclusive and nothing herein shall preclude the City from engaging other firms to perform the same or similar services for the benefit of the City as determined in its sole and absolute discretion.

27. Performance and Payment Bonds.

- (a) Prior to commencing the Work identified in Exhibit "A," the Contractor shall deliver to the City Performance and Payment Bonds in the form attached hereto as Exhibit "D" securing its obligations to be performed for the Work. Each Bond shall be in an amount equal to the contract price for the Work. The Performance and Payment Bonds will cease to be effective on the date of the City's final payment for the Work. Effective immediately thereafter, Contractor shall provide a Maintenance Bond for the one year warranty period commencing on the date of the City's final payment for the Work in the amount of one hundred twenty five percent (125%) of the Work price.
- (b) City may deem this Section "Not Applicable" as provided on the Instructions to Bid for the Work.

28. Continuing the Work.

- (a) Unless directed otherwise in writing by the City Manager, Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with City.

29. Changes In The Work.

- (a) Without invalidating the Agreement and without notice to any surety, City may, at any time or from time-to-time, order additions, deletions, or revisions in the Work by a Written Amendment or Change Order. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved.
- (b) The Contract Price may only be changed by a written Change Order. Any claim for an increase or decrease in the Contract Price shall be based on written notice of intent to claim delivered to the City promptly [but in no event later than three (3) business days after the first occurrence of the event giving rise to the amount of the claim]. Contractor shall deliver to the City a good faith estimate of the cost and time impacts caused by the claim causing event within seven (7) calendar days of the first occurrence of the event giving rise to the claim. Within seven (7) calendar days of the conclusion of the claim causing event, but no later than the Substantial Completion date, Contractor shall deliver to the City a full and complete written claim identifying all costs and time impacts that the Contractor believes should be paid due to the claim causing event and shall include full and final substantiation for all price and time adjustments. The City Manager will review the claim and make a decision on the request. The City Manager's decision will be final unless within seven (7) calendar days of the date of the City Manager's decision the Contractor provides the City with written notice expressly stating that the Contractor disputes the decision and intends to pursue the matter via litigation. Failure by Contractor to strictly comply with the provisions of this article will result in a waiver of the claim.

30. Subsurface Conditions

- (a) Information shown on the Drawings and/or indicated in the Agreement Documents as to the location of existing utilities and subsurface conditions has been prepared from the most reliable data available to the City. This information is not guaranteed, however, and it shall be the Contractor's responsibility to determine the location, character and depth of existing utilities. The City expressly disclaims any warranty as to the underground conditions to be encountered. The Contractor should not rely on locations, condition, or quantity of subsurface structures or conditions depicted on drawings, as the locations, condition, and quantities are approximations.

31. Compensation for Delay.

- (a) NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS, DISRUPTION, INTERFERENCE, OR HINDRANCE (collectively "Delay"). Notwithstanding anything to the contrary contained in the Agreement Documents, the Contractor shall not be entitled to additional compensation for any Delay unless the Delay shall have been caused by acts constituting willful or intentional interference by the City with the Contractor's performance of the Work, and then only where such acts continue after Contractor's written notice to the City of such interference.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates under each signature. The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same; and by Contractor by and through its President, who has been duly authorized to execute same.

ATTEST:

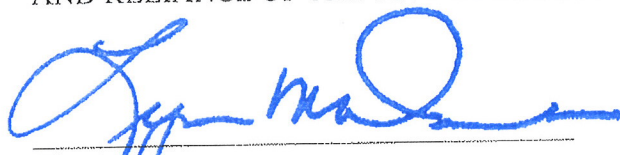
CITY OF MARATHON


Diane Clavier, City Clerk

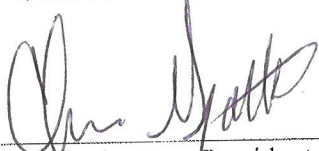
By: 
Michael Puto, City Manager

Date: 8/29/14

APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:


City Attorney

CONTRACTOR

By: 
Chris Gratton, President

Date: 8/29/14

EXHIBIT "A"
SCOPE OF WORK

Construction Plans for Sewer Connection in FDOT ROW.
At 2888 Overseas Highway, Marathon FL
Prepared by Solaria Design & Consulting Co.

Utility Construction Plans, 5550 Overseas Highway, Marathon, FL
Prepared by David Douglas Associates, Inc.

Area 6, Lot 2 and 3 Sewer Pit
13755 and 13759 Overseas Highway, Marathon, FL
Prepared by James F. Thompson, PE

CONSTRUCTION PLANS

FOR

SEWER CONNECTION IN FDOT R.O.W.

AT

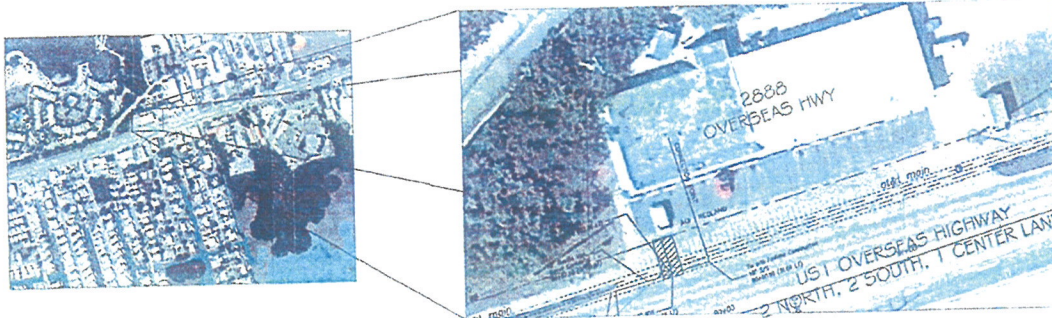
2888 OVERSEAS HIGHWAY MARATHON, FL

PREPARED BY

SOLARIA DESIGN & CONSULTING CO
CERT OF AUTH 28784
3000 OVERSEAS HIGHWAY
MARATHON, FL
305.289.7980

FOR

CITY OF MARATHON
UTILITIES DEPARTMENT
9850 OVERSEAS HIGHWAY
MARATHON, FL 33050



LOCATION MAP
SCALE: NTS

SITE PLAN
SCALE: NTS

1. CITY OF MARATHON
ENGINEERING DEPARTMENT AT 9850 OVERSEAS HIGHWAY
MARATHON, FL 33050
2. SOLARIA DESIGN & CONSULTING CO
3000 OVERSEAS HIGHWAY
MARATHON, FL 33050
3. CITY OF MARATHON
UTILITIES DEPARTMENT
9850 OVERSEAS HIGHWAY
MARATHON, FL 33050

- 1. SITE PLAN
- 2. CONSTRUCTION DETAILS
- 3. PLAN
- 4. ELEVATION
- 5. SECTION
- 6. FINISH SCHEDULE
- 7. MATERIAL SPECIFICATIONS
- 8. NOTES
- 9. LEGEND
- 10. INDEX
- 11. APPENDICES
- 12. REFERENCE DRAWINGS
- 13. CITY OF MARATHON UTILITIES DEPARTMENT
- 14. CITY OF MARATHON UTILITIES DEPARTMENT
- 15. CITY OF MARATHON UTILITIES DEPARTMENT

1. CITY OF MARATHON
ENGINEERING DEPARTMENT AT 9850 OVERSEAS HIGHWAY
MARATHON, FL 33050
2. SOLARIA DESIGN & CONSULTING CO
3000 OVERSEAS HIGHWAY
MARATHON, FL 33050
3. CITY OF MARATHON
UTILITIES DEPARTMENT
9850 OVERSEAS HIGHWAY
MARATHON, FL 33050

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UTILITIES DEPARTMENT
9850 OVERSEAS HIGHWAY
MARATHON, FL 33050



SOLARIA

DESIGN & CONSULTING CO.

3000 OVERSEAS HIGHWAY

MARATHON, FL 33050

TEL: 305.289.7980

FAX: 305.289.7981

WWW.SOLARIADCS.COM

REGISTERED PROFESSIONAL ENGINEER

FLORIDA LICENSE NO. 12543

REGISTERED PROFESSIONAL ENGINEER

FLORIDA LICENSE NO. 12543

REGISTERED PROFESSIONAL ENGINEER

FLORIDA LICENSE NO. 12543

1. TITLE: 2888 OVERSEAS HIGHWAY

2. DATE: 08/20/2014

3. DRAWN BY: J. B. BROWN

4. CHECKED BY: J. B. BROWN

5. APPROVED BY: J. B. BROWN

6. SCALE: NTS

7. SHEET NO. 1 OF 1

8. PROJECT NO. 14-0001

9. CLIENT: CITY OF MARATHON

10. LOCATION: 2888 OVERSEAS HIGHWAY

11. CITY: MARATHON, FL

12. COUNTY: LEON

13. STATE: FLORIDA

14. DATE: 08/20/2014

15. TIME: 10:00 AM

16. DRAWING NO. 14-0001-01

17. SHEET NO. 1 OF 1

18. PROJECT NO. 14-0001

19. CLIENT: CITY OF MARATHON

20. LOCATION: 2888 OVERSEAS HIGHWAY

21. CITY: MARATHON, FL

22. COUNTY: LEON

23. STATE: FLORIDA

24. DATE: 08/20/2014

25. TIME: 10:00 AM

26. DRAWING NO. 14-0001-01

27. SHEET NO. 1 OF 1

28. PROJECT NO. 14-0001

29. CLIENT: CITY OF MARATHON

30. LOCATION: 2888 OVERSEAS HIGHWAY

31. CITY: MARATHON, FL

32. COUNTY: LEON

33. STATE: FLORIDA

34. DATE: 08/20/2014

35. TIME: 10:00 AM

36. DRAWING NO. 14-0001-01

37. SHEET NO. 1 OF 1

38. PROJECT NO. 14-0001

39. CLIENT: CITY OF MARATHON

40. LOCATION: 2888 OVERSEAS HIGHWAY

41. CITY: MARATHON, FL

42. COUNTY: LEON

43. STATE: FLORIDA

44. DATE: 08/20/2014

45. TIME: 10:00 AM

46. DRAWING NO. 14-0001-01

47. SHEET NO. 1 OF 1

48. PROJECT NO. 14-0001

49. CLIENT: CITY OF MARATHON

50. LOCATION: 2888 OVERSEAS HIGHWAY

51. CITY: MARATHON, FL

52. COUNTY: LEON

53. STATE: FLORIDA

54. DATE: 08/20/2014

55. TIME: 10:00 AM

56. DRAWING NO. 14-0001-01

57. SHEET NO. 1 OF 1

58. PROJECT NO. 14-0001

59. CLIENT: CITY OF MARATHON

60. LOCATION: 2888 OVERSEAS HIGHWAY

61. CITY: MARATHON, FL

62. COUNTY: LEON

63. STATE: FLORIDA

64. DATE: 08/20/2014

65. TIME: 10:00 AM

66. DRAWING NO. 14-0001-01

67. SHEET NO. 1 OF 1

68. PROJECT NO. 14-0001

69. CLIENT: CITY OF MARATHON

70. LOCATION: 2888 OVERSEAS HIGHWAY

71. CITY: MARATHON, FL

72. COUNTY: LEON

73. STATE: FLORIDA

74. DATE: 08/20/2014

75. TIME: 10:00 AM

76. DRAWING NO. 14-0001-01

77. SHEET NO. 1 OF 1

78. PROJECT NO. 14-0001

79. CLIENT: CITY OF MARATHON

80. LOCATION: 2888 OVERSEAS HIGHWAY

81. CITY: MARATHON, FL

82. COUNTY: LEON

83. STATE: FLORIDA

84. DATE: 08/20/2014

85. TIME: 10:00 AM

86. DRAWING NO. 14-0001-01

87. SHEET NO. 1 OF 1

88. PROJECT NO. 14-0001

89. CLIENT: CITY OF MARATHON

90. LOCATION: 2888 OVERSEAS HIGHWAY

91. CITY: MARATHON, FL

92. COUNTY: LEON

93. STATE: FLORIDA

94. DATE: 08/20/2014

95. TIME: 10:00 AM

96. DRAWING NO. 14-0001-01

97. SHEET NO. 1 OF 1

98. PROJECT NO. 14-0001

99. CLIENT: CITY OF MARATHON

100. LOCATION: 2888 OVERSEAS HIGHWAY

101. CITY: MARATHON, FL

102. COUNTY: LEON

103. STATE: FLORIDA

104. DATE: 08/20/2014

105. TIME: 10:00 AM

106. DRAWING NO. 14-0001-01

107. SHEET NO. 1 OF 1

108. PROJECT NO. 14-0001

109. CLIENT: CITY OF MARATHON

110. LOCATION: 2888 OVERSEAS HIGHWAY

111. CITY: MARATHON, FL

112. COUNTY: LEON

113. STATE: FLORIDA

114. DATE: 08/20/2014

115. TIME: 10:00 AM

116. DRAWING NO. 14-0001-01

117. SHEET NO. 1 OF 1

118. PROJECT NO. 14-0001

119. CLIENT: CITY OF MARATHON

120. LOCATION: 2888 OVERSEAS HIGHWAY

121. CITY: MARATHON, FL

122. COUNTY: LEON

123. STATE: FLORIDA

124. DATE: 08/20/2014

125. TIME: 10:00 AM

126. DRAWING NO. 14-0001-01

127. SHEET NO. 1 OF 1

128. PROJECT NO. 14-0001

129. CLIENT: CITY OF MARATHON

130. LOCATION: 2888 OVERSEAS HIGHWAY

131. CITY: MARATHON, FL

132. COUNTY: LEON

133. STATE: FLORIDA

134. DATE: 08/20/2014

135. TIME: 10:00 AM

136. DRAWING NO. 14-0001-01

137. SHEET NO. 1 OF 1

138. PROJECT NO. 14-0001

139. CLIENT: CITY OF MARATHON

140. LOCATION: 2888 OVERSEAS HIGHWAY

141. CITY: MARATHON, FL

142. COUNTY: LEON

143. STATE: FLORIDA

144. DATE: 08/20/2014

145. TIME: 10:00 AM

146. DRAWING NO. 14-0001-01

147. SHEET NO. 1 OF 1

148. PROJECT NO. 14-0001

149. CLIENT: CITY OF MARATHON

150. LOCATION: 2888 OVERSEAS HIGHWAY

151. CITY: MARATHON, FL

152. COUNTY: LEON

153. STATE: FLORIDA

154. DATE: 08/20/2014

155. TIME: 10:00 AM

156. DRAWING NO. 14-0001-01

157. SHEET NO. 1 OF 1

158. PROJECT NO. 14-0001

159. CLIENT: CITY OF MARATHON

160. LOCATION: 2888 OVERSEAS HIGHWAY

161. CITY: MARATHON, FL

162. COUNTY: LEON

163. STATE: FLORIDA

164. DATE: 08/20/2014

165. TIME: 10:00 AM

166. DRAWING NO. 14-0001-01

167. SHEET NO. 1 OF 1

168. PROJECT NO. 14-0001

169. CLIENT: CITY OF MARATHON

170. LOCATION: 2888 OVERSEAS HIGHWAY

171. CITY: MARATHON, FL

172. COUNTY: LEON

173. STATE: FLORIDA

174. DATE: 08/20/2014

175. TIME: 10:00 AM

176. DRAWING NO. 14-0001-01

177. SHEET NO. 1 OF 1

178. PROJECT NO. 14-0001

179. CLIENT: CITY OF MARATHON

180. LOCATION: 2888 OVERSEAS HIGHWAY

181. CITY: MARATHON, FL

182. COUNTY: LEON

183. STATE: FLORIDA

184. DATE: 08/20/2014

185. TIME: 10:00 AM

186. DRAWING NO. 14-0001-01

187. SHEET NO. 1 OF 1

188. PROJECT NO. 14-0001

189. CLIENT: CITY OF MARATHON

190. LOCATION: 2888 OVERSEAS HIGHWAY

191. CITY: MARATHON, FL

192. COUNTY: LEON

193. STATE: FLORIDA

194. DATE: 08/20/2014

195. TIME: 10:00 AM

196. DRAWING NO. 14-0001-01

197. SHEET NO. 1 OF 1

198. PROJECT NO. 14-0001

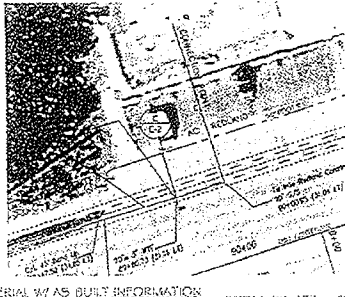
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200. LOCATION: 2888 OVERSEAS HIGHWAY

201. CITY: MARATHON, FL

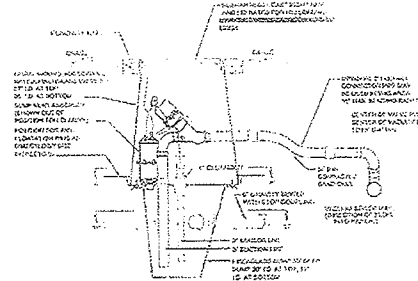
202. COUNTY: LEON

203. STATE: FLORIDA

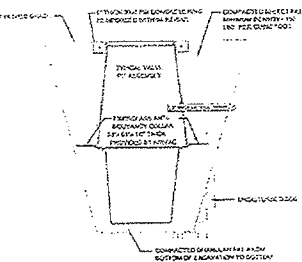


AERIAL WITH BUILT INFORMATION
SCALE: NTS

- NOTES:
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES.
 2. ALL MATERIALS SHALL BE OF THE QUALITY AND IN QUANTITIES AS SHOWN ON THESE DRAWINGS.
 3. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE DISTRICT ENGINEER.
 4. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE DISTRICT ENGINEER.
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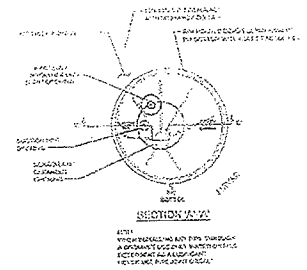


VALVE PIT TANK ID A

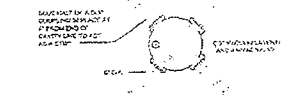


VALVE PIT BEDDING AND BACK FILL
WITH OPTIONAL FIBERGLASS COLLAR SHOWN

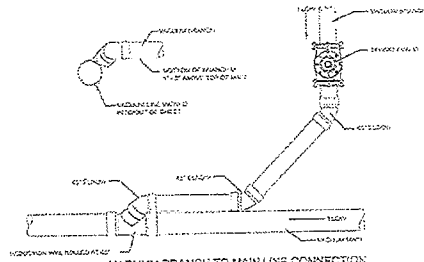
- NOTES:
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES.
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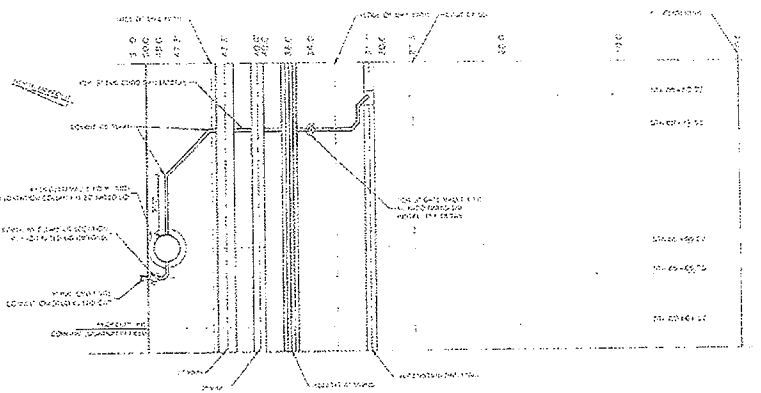
SECTION VIEW



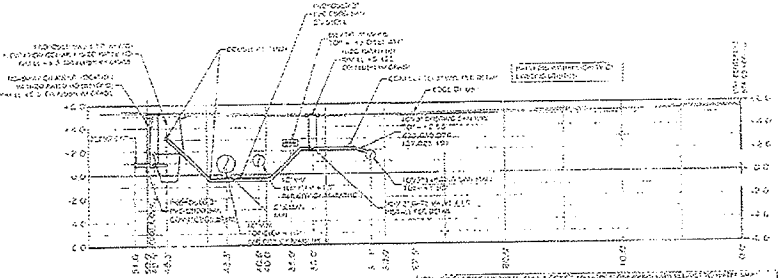
SECTION VIEW



VACUUM BRANCH TO MAIN LINE CONNECTION
'BASIS OF DESIGN'



SEWER CONNECTION PLAN
SCALE: 1:50



SEWER CONNECTION PROFILE
SCALE: 1:50



PROJECT NO. 2666
DATE: 10/1/50
DRAWN BY: [Name]
CHECKED BY: [Name]
APPROVED BY: [Name]

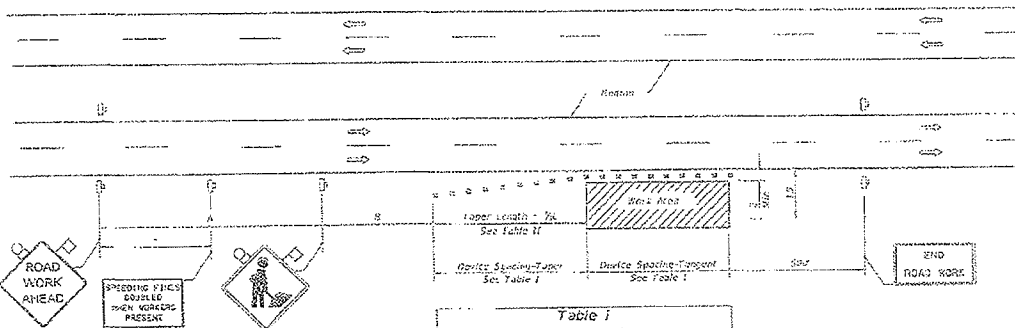
2666 OVERSEAS HIGHWAY MARATHON, FL 33050

NO.	REVISION	DATE
1	AS SHOWN	10/1/50

SEWER CONNECTION
PLAN
PROFILE
DETAILS

C-2

EXHIBIT A



Speed	Spacing (ft.)	
	A	B
40 mph or less	200	200
45 mph	300	300
50 mph or greater	500	300

* 500' beyond the ROAD WORK AHEAD sign or midway between signs whichever is less.

Speed (mph)	Max. Distance Between Devices (ft.)			
	Cores or Tubular Markers		Type I or Type II (Interchange or Vertical Panels or Drums)	
	Taper	Tangent	Taper	Tangent
25	25	50	25	50
25 to 45	25	50	25	50
45 to 70	25	50	50	100

Speed (mph)	in (ft.)			Notes
	10' Shoulder	12' Shoulder	14' Shoulder	
25	70	75	82	1 - 25'
30	80	86	92	
35	90	96	102	1 - 35'
40	100	106	112	
45	110	116	122	1 - 45'
50	120	126	132	
55	130	136	142	1 - 55'
60	140	146	152	
65	150	156	162	1 - 65'
70	160	166	172	

W_s = length of shoulder taper in feet
 W = width of total shoulder in feet (includes device and tapered width)
 S = posted speed limit (mph)

- SYMBOLS**
- Work Area
 - Sign with 10" X 18" Sign
 - Orange Flag and Type II Taper
 - Channelizing Device (SD) Index III (SD)
 - Work Zone Sign
 - Lane Identification - Direction of Traffic

GENERAL NOTES

- If the work operation encroaches on the through traffic lanes or when four or more work vehicles enter the through traffic lanes in a one hour period (excluding establishing and terminating the work area), a flagger shall be provided and a HAZARD sign shall be substituted for the WORKING sign. The flagger shall be positioned at the point of vehicle entry or departure from the work area.
- This TCD plan also applies to work performed in the median where there is less than 12' from the edge of roadway.
- When work is being performed on a non-lane unimproved roadway the signs normally required in the median for should shall be omitted.
- WORKING signs to be removed or fully covered when no work is being performed.
- STOPPER WORK sign may be used as an alternative to the HAZARD sign.
- When a side road intersects the highway within the TCD zone, additional TCD devices shall be shown in accordance with other applicable TCD indexes.
- See general TCD requirements and additional information, refer to Table No. 100.

DURATION NOTES

- Signs with channelizing devices may be omitted if all of the following conditions are met:
 - Work operations are 50 minutes or less
 - Vehicles in the work area have high-visibility, flashing, reflective, or strobe light operation

CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCRUSH THE AREA CLOSER THAN 12' BUT NOT CLOSER THAN 2' TO THE EDGE OF TRAVEL WAY.

LAST REVISION 01/01/01	DESCRIPTION: 	FDOT 2014 DESIGN STANDARDS	MULTILANE, WORK ON SHOULDER	INDEX NO. 612	SHEET NO. 1 of 1
---------------------------	------------------	-------------------------------	-----------------------------	------------------	---------------------

PROJECT: 2008 OVERSEAS HIGHWAY IMPROVEMENT PROJECT
 CONTRACT NO.: 2008-01
 SHEET NO.: 612
 DATE: 01/01/01
 EXHIBIT A

C-5

ARTIST REFERENCE DRAWING
 POWER CONNECTION
 33090
 MARATHON, FL
 OVERSEAS
 2000

NOT TO SCALE
 THIS DRAWING IS A REFERENCE DRAWING AND IS NOT TO BE USED FOR CONSTRUCTION. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL ADJACENT PROPERTIES AND PUBLIC ROADS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL EXISTING UTILITIES AND STRUCTURES TO ORIGINAL OR BETTER CONDITION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL DEBRIS AND WASTE FROM THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING A SAFE WORKING ENVIRONMENT AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL ADJACENT PROPERTIES AND PUBLIC ROADS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL EXISTING UTILITIES AND STRUCTURES TO ORIGINAL OR BETTER CONDITION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL DEBRIS AND WASTE FROM THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING A SAFE WORKING ENVIRONMENT AT ALL TIMES.

DATE: 10/10/00
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

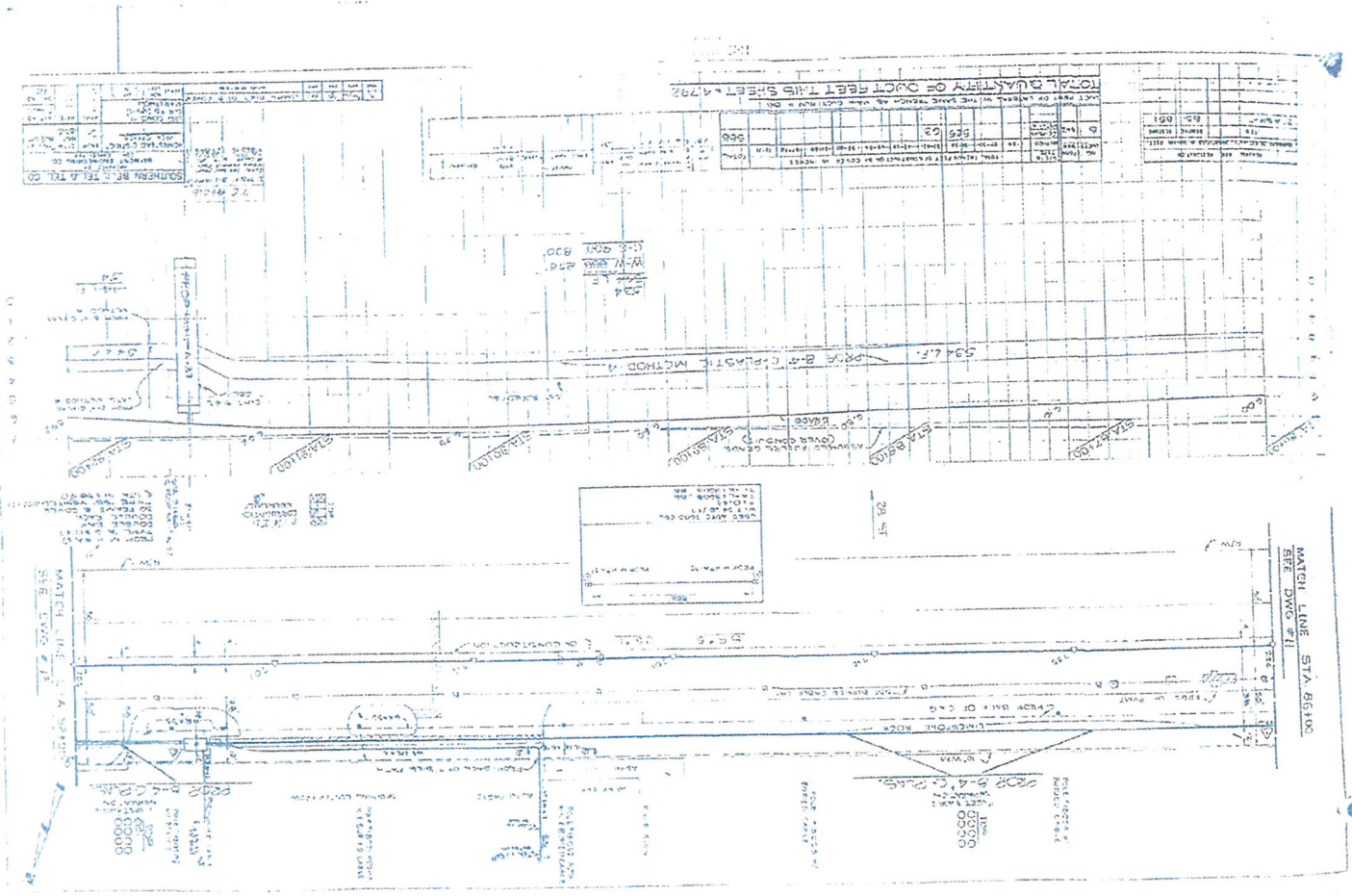


TABLE 1: MATERIALS

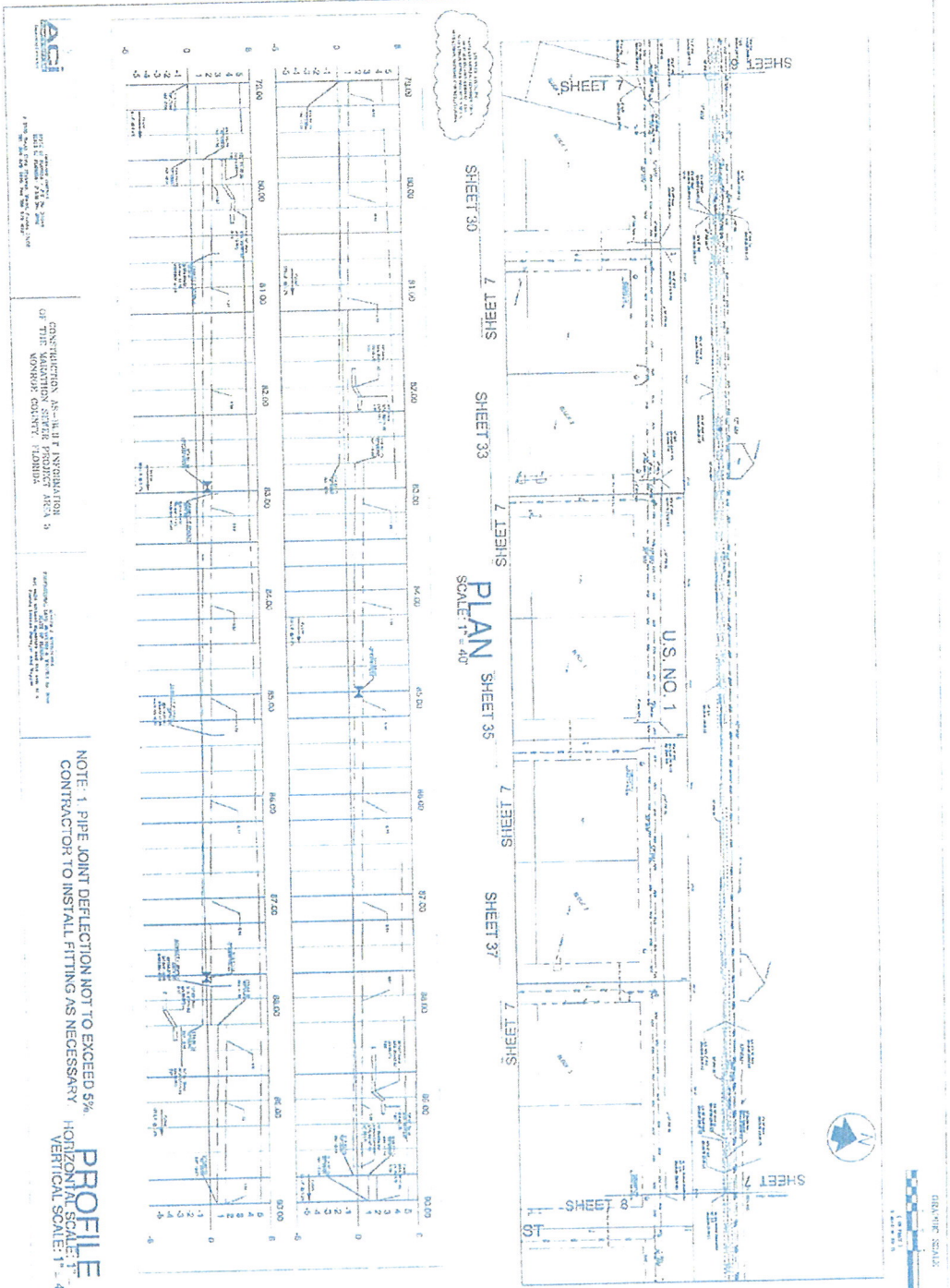
NO.	DESCRIPTION	QUANTITY	UNIT
1
2
3

TABLE 2: TOTAL QUANTITY OF OBJECTS PER THIS SHEET

NO.	DESCRIPTION	QUANTITY	UNIT
1
2
3

TABLE 3: SUMMARY

NO.	DESCRIPTION	QUANTITY	UNIT
1
2
3



ACI
 1015 N. GARDEN AVENUE
 ANAHEIM, CALIF. 92816
 714-771-2000

CONSTRUCTION AS SHOWN IS INSPIRATION
 OF THE MARATHON SEWER PROJECT AREA 3
 MARATHON, FLORIDA

DESIGNED BY
 W. J. BROWN, P.E.
 1015 N. GARDEN AVENUE
 ANAHEIM, CALIF. 92816
 714-771-2000

NOTE: 1. PIPE JOINT DEFLECTION NOT TO EXCEED 5%
 CONTRACTOR TO INSTALL FITTING AS NECESSARY

PROFILE
 HORIZONTAL SCALE: 1" = 40'
 VERTICAL SCALE: 1" = 4'

NO.	REVISION	DATE	BY	CHKD.
1	ISSUED FOR PERMIT	11/15/11	WJB	WJB
2	ISSUED FOR CONSTRUCTION	11/15/11	WJB	WJB

MARATHON SEWER PROJECT AREA 3
US1 SANITARY SEWER
STA # 79+00 - 90+00

WEC
 WATER ENGINEERING CONSULTANTS
 20000 VETERAN'S BOULEVARD
 SUITE 7-5
 FORT CHARLOTTE, FLORIDA 33954
 (813) 724-2447

NO.	REVISION	DATE	BY	CHKD.
1	ISSUED FOR PERMIT	11/15/11	WJB	WJB
2	ISSUED FOR CONSTRUCTION	11/15/11	WJB	WJB

EXHIBIT A

C-7

2888
 OVERSILAS
 HIGHWAY
 MARATHON, FL
 33090
 SLURRY
 CONNECTION
 CITY
 REFERENCE
 DRAWING

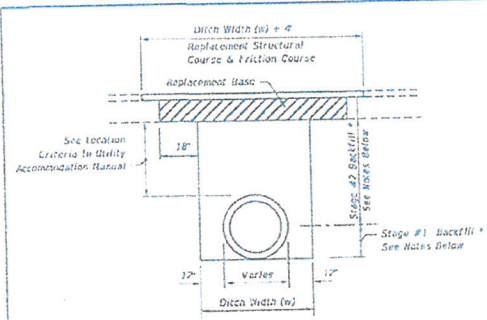
2888
 OVERSILAS
 HIGHWAY
 MARATHON, FL
 33090
 SLURRY
 CONNECTION
 CITY
 REFERENCE
 DRAWING



SOLARIA



POLARITA
 CONSULTING ENGINEERS
 10000 W. BOULEVARD
 SUITE 100
 BOCA RATON, FL 33433
 (561) 991-1100
 www.polarita.com



FLEXIBLE PAVEMENT NOTES

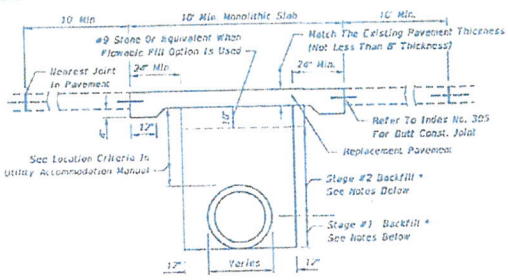
PAVEMENT REMOVAL AND REPLACEMENT

The replacement asphalt shall match the existing structural and friction courses for type and thickness in accordance with current FDOT asphalt mix specifications.
 The mix base materials shall be either of the same type and composition as the materials removed or of equal or greater structural adequacy (See Index No. 305).

BACKFILL
COMPACTED AND STABILIZED FILL OPTION

Backfill material shall be placed in accordance with Section 125 of the Standard Specifications.
 In Stage #1, construct compacted fill beneath the haunches of the pipe, using mechanical tampers suitable for this purpose. This compaction applies to the material placed beneath the haunches of the pipe and above any bedding.
 In Stage #2, construct compacted fill along the sides of the pipe and up to the bottom of the base within the upper 12" receiving Type B Stabilization. In lieu of Type B Stabilization, the Contractor may construct using Optional Base Group 3.
 * **FLOWABLE FILL OPTION**
 If compaction can not be achieved through normal mechanical methods then flowable fill may be used.
 Flowable fill is to be placed in accordance with Section 121 of the Specifications, as approved by the Engineer.
 Do not allow the utility being installed to float. If a method is provided to prevent flotation from occurring, Stages #1 and #2 can be combined, if approved by the Engineer.
 In Stage #1, place flowable fill midway, up on both sides of the utility. Allow to harden before placing Stage #2.
 In Stage #2, place flowable fill to the bottom of the existing base course.

FLEXIBLE PAVEMENT CUT



RIGID PAVEMENT NOTES

PAVEMENT REMOVAL AND REPLACEMENT

High early strength cement concrete (3000 psi) meeting the requirements of Standard Specification 356 shall be used for rigid pavement replacement.
 Pavement shall be mechanically sawed and restored to conform with existing pavement joints within 12 hours (See Index No. 305).

GRANULAR BACKFILL

Any edgeline system that is removed shall be replaced with the same type materials. Any edgeline system that is damaged shall be repaired with methods approved by the Engineer.
 Fill material shall be placed in accordance with the Standard Specifications. Fill material shall be special select soil in accordance with Index No. 505.

In Stage #1, construct compacted fill beneath the haunches of the pipe, using mechanical tampers suitable for this purpose. This compaction applies to the material placed beneath the haunches of the pipe and above any bedding.
 In Stage #2, construct fill along the sides of the pipe and up to the bottom of replacement pavement.

* **FLOWABLE FILL OPTION**

If mechanical compaction can not be achieved through normal mechanical methods then flowable fill may be used.
 Flowable fill is to be placed in accordance with Section 121 of the Specifications, as approved by the Engineer.

Do not allow the utility being installed to float. If a method is provided to prevent flotation from occurring, Stages #1 and #2 can be combined, if approved by the Engineer.

In Stage #1, place flowable fill midway up on both sides of the utility. Allow to harden before placing Stage #2.
 In Stage #2, place flowable fill to the bottom of the stone layer.

RIGID PAVEMENT CUT

GENERAL NOTES

- The details provided in this standard index apply to cases in which Jack and bore or directional boring methods are not required by the Engineer.
- Flowable fill shall not be placed directly over loose, or high plastic, or weak material (see Index 305) which will cause settlement due to fill weight. Where highly compressible material exists, the amount, stage and depth of flowable fill must be engineered to prevent pavement settlement.
- These details do not apply to utility runs longitudinal to the centerline of the roadway which may require the additional use of geotextiles, special bedding and backfill, or other special requirements.
- Method of construction must be approved by the Engineer.
- Some pipe may require special granular backfill up to 6" above top of pipe. Geotextiles may be required to encapsulate the special granular material.
- Where asphalt concrete overlays exist over full slab concrete pavement, the replacement pavement shall have an overlay constructed over the replacement slab. The overlay shall match the existing asphalt pavement thickness. The replacement friction course shall match the existing friction course, except structural course may be used in lieu of dense graded friction course.
- All shoulder pavement, curb, curb and gutter, and their substructure disturbed by utility trench cut construction shall be restored in kind.
- The use of flowable fill to reduce the time traffic is taken off a facility is acceptable but must have prior approval by the Engineer. Flowable fill use is allowed only when properly engineered for pavement crossings, whether straight or diagonal, and shall not be installed for significant depths or lengths. The maximum length shall be fifty (50) feet and a maximum depth of six (6) feet unless supported by an engineering document prepared by a registered professional engineer that specializes in soil engineering. The engineering document shall address the evaluation of local groundwater flow interruption and settlement potential.
- Estimable flowable fill is to be used when the flowable fill option is selected.

TRENCH CUTS AND RESTORATIONS ACROSS ROADWAYS

LAST REVISION 07/01/12	DESCRIPTION:	FDOT 2014 DESIGN STANDARDS	MISCELLANEOUS UTILITY DETAILS	INDEX NO. 307	SHEET NO. 1 of 3
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2888
 OVERSEAS
 HIGHWAY
 MARATHON, FL
 33050
 SEWER
 CONNECTION
 REPAIR
 DETAILS
 C-9
 EXHIBIT A

5550 Overseas Highway

PROJECT ADDRESS:
 5550 Overseas Highway
 Miramar, Florida 33026
 Client:
 City of Miramar
 Daily Supervisor:
 Miramar, Florida 33026

Project Manager:
 Steven Murray, Project Manager
 Phone: (305) 666-1100
 Fax: (305) 666-1101
 Email: smurray@ddai.com



DATE: 11/22/14
 SHEET NO. 3 OF 3

UTILITY DETAILS

UTILITY	DEPTH
WATER	48"
SEWER	48"
STORM	48"
TELEPHONE	18"
CABLE	18"
POWER	18"
OTHER	

EXHIBIT A

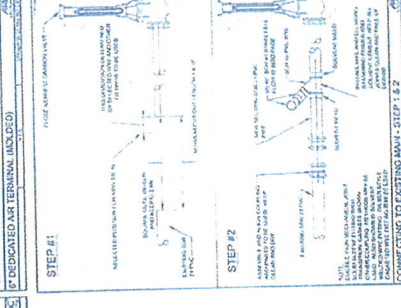
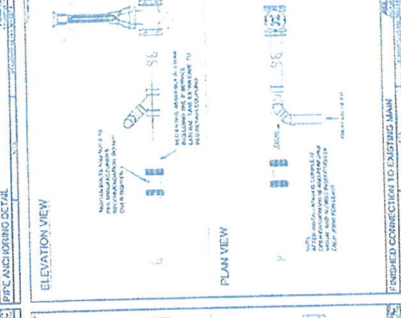
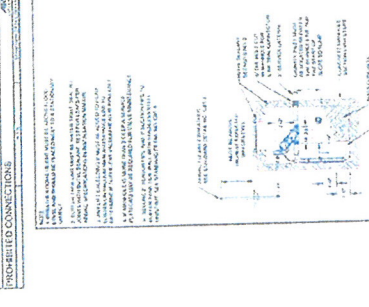
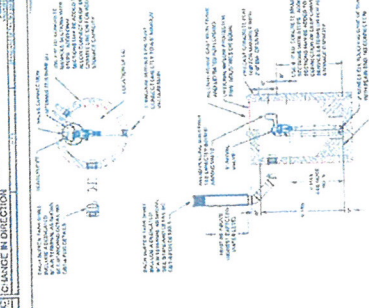
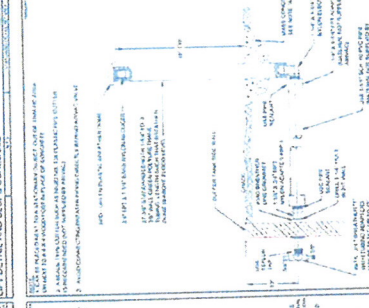
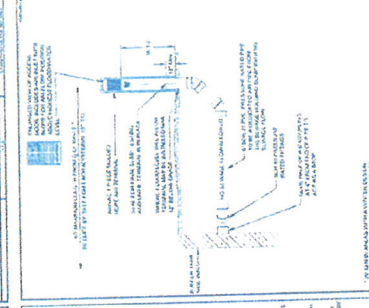
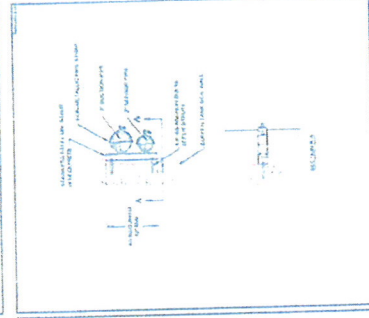
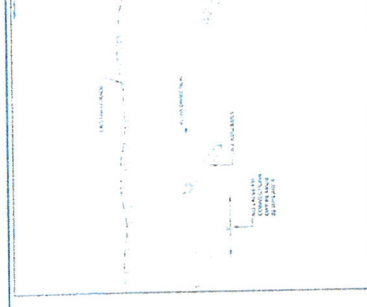
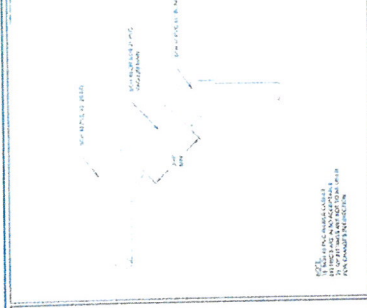
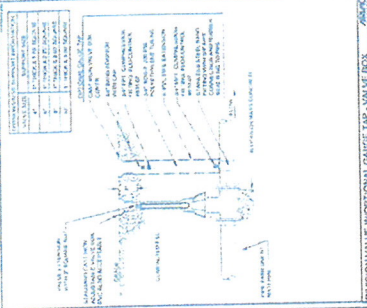
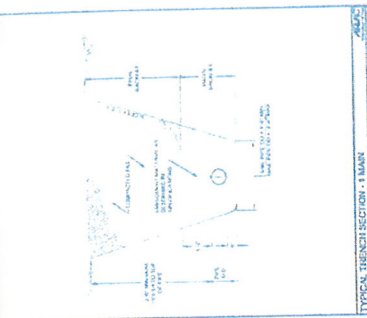
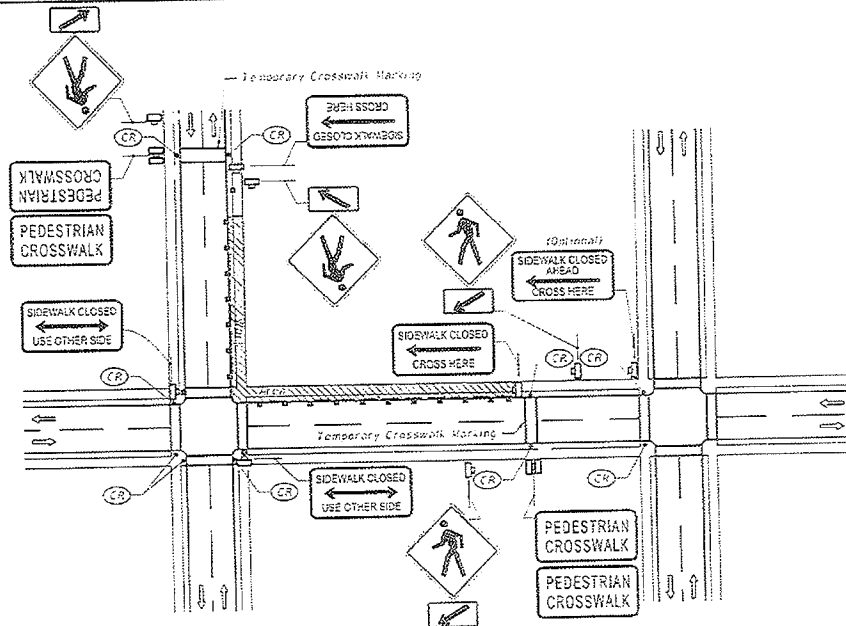
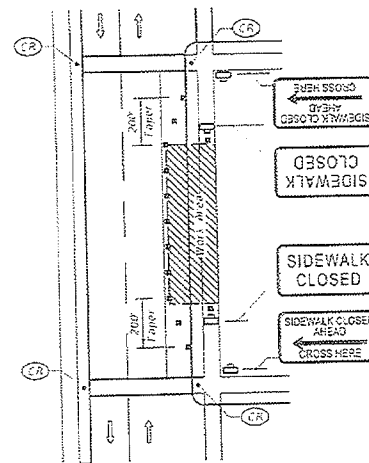


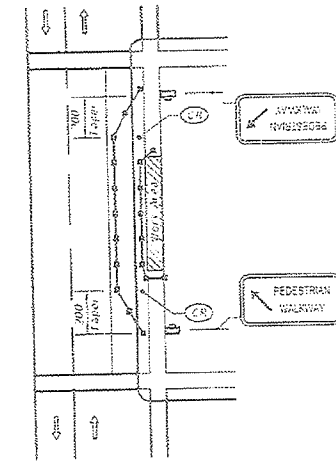
EXHIBIT A



CORNER SIDEWALK CLOSURE WITH TEMPORARY CROSSWALKS



MID-BLOCK SIDEWALK CLOSURE



MID-BLOCK SIDEWALK CLOSURE WITH TEMPORARY WALKWAY

GENERAL NOTES

- 1 Only the signs controlling pedestrian flows are shown. Other work zone signs will be needed to control traffic on the streets.
- 2 For sheeting of traffic control devices and general TCE requirements refer to Index No. 660. Maximum spacing between barricades, vertical panels, drums or tubular markers shall not be greater than 25'.
- 3 Street lighting should be considered.
- 4 For nighttime closures use Type A flashing warning lights on barricades supporting signs and closing sidewalks. Use Type C steady-burn lights on channelizing devices separating the work area from vehicular traffic.
- 5 Pedestrian traffic signal displays controlling closed crosswalks shall be covered or deactivated.
- 6 Post Maximum Signs located near or adjacent to a sidewalk shall have a 7' minimum clearance from the bottom of sign to the sidewalk.
- 7 When construction activities involve sidewalks on both sides of the street, efforts should be made to stage the construction so that both sidewalks are not out of service at the same time.
- 8 In the event that sidewalks on both sides of the street are closed, pedestrian should be routed around the construction zone.
- 9 Temporary walkways shall be a minimum of 4' wide with a maximum 0.02 cross slope and a maximum 0.05 running slope between ramps. Temporary walkways less than 5' in width shall provide for a 5' x 5' opening space at intervals not to exceed 200'. Temporary ramps shall meet the requirements for curb ramps specified in Index No. 304. Temporary walkway surfaces and ramps shall be stable, firm, slip resistant, and kept free of any obstructions and hazards such as holes, debris, mud, construction equipment, stored materials, etc.
- 10 Temporary ramps and temporary crosswalk markings shall be removed with completion of the sidewalk, unless otherwise noted in the plans. All work and materials associated with constructing temporary curb ramps and temporary crosswalk markings, removal and disposal of temporary curb ramps and temporary crosswalk markings, and restoration to original condition shall be paid for as Maintenance of Traffic Lump Sum.
- 11 A diagonal or longitudinal channelizing device shall be placed across the full width of the closed sidewalk.

SYMBOLS

- Work Area
- Channelizing Device (See Index No. 600)
- Work Zone Sign
- Required Locations For Either Temporary Or Permanent Curb Ramps
- Lane Identification - Direction of Traffic
- Pedestrian Longitudinal Channelizing Device

CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT WORKERS OR THEIR ACTIVITIES ENCRUSH ON THE SIDEWALK FOR A PERIOD OF MORE THAN 60 MINUTES

LAST REVISION 07/01/13

REVISION DESCRIPTION



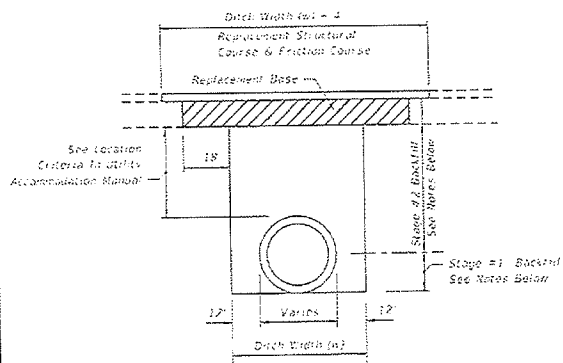
FDOT 2014 DESIGN STANDARDS

PEDESTRIAN CONTROL FOR CLOSURE OF SIDEWALKS

INDEX NO 660

SHEET NO 1 of 1

EXHIBIT A



FLEXIBLE PAVEMENT NOTES

PAVEMENT REMOVAL AND REPLACEMENT

Pavement shall be mechanically swept

The replacement asphalt shall match the existing structural and friction courses for type and thickness in accordance with current FDOT asphalt mix specifications

The new base materials shall be either of the same type and composition as the materials removed or of equal or greater structural adequacy (See Index No. 514)

BACKFILL

COMPACTED AND STABILIZED FILL OPTION

Backfill material shall be placed in accordance with Section 125 of the Standard Specifications

In Stage #1, construct compacted fill beneath the haunches of the pipe, using mechanical tamps suitable for this purpose. This compaction extends to the material placed beneath the haunches of the pipe and above any bedding

In Stage #2, construct compacted fill along the sides of the pipe and up to the bottom of the backfill the upper 12" requiring Type B Stabilization. In lieu of Type B Stabilization, the Contractor may construct using Optional Base Gravel B

*** FLOWABLE FILL OPTION**

If compaction can not be achieved through normal mechanical means, the flowable fill may be used

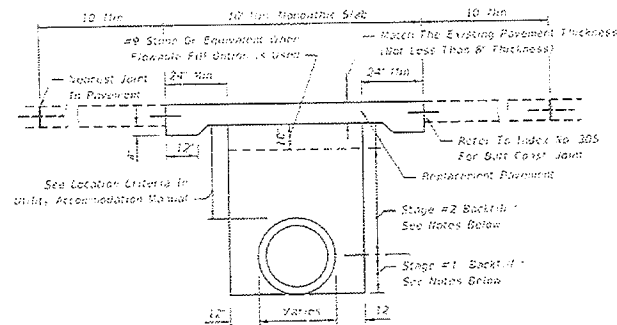
Flowable fill is to be placed in accordance with Section 121 of the Specifications, as approved by the Engineer

Do not allow the utility being installed to float. If a method is provided to prevent rotation from occurring, Stages #1 and #2 can be combined, if approved by the Engineer

In Stage #1, place flowable fill midway up on both sides of the utility. Allow to harden before placing Stage #2

In Stage #2, place flowable fill to the bottom of the existing base course

FLEXIBLE PAVEMENT CUT



RIGID PAVEMENT NOTES

PAVEMENT REMOVAL AND REPLACEMENT

High early strength cement concrete (3000 psi) meeting the requirements of Standard Specification 316 shall be used for trench pavement replacement

Pavement shall be mechanically swept and restored to conform with existing pavement joints within 12 hours (See Index No. 305)

GRANULAR BACKFILL

Any eegrdam system that is removed shall be replaced with the same type material. Any eegrdam system that is changed shall be required with methods approved by the Engineer

Fill material shall be placed in accordance with the Standard Specifications. Fill material shall be placed swept and in accordance with Index No. 505

In Stage #1, construct compacted fill beneath the haunches of the pipe, using mechanical tamps suitable for this purpose. This compaction applies to the material placed beneath the haunches of the pipe and above any bedding

In Stage #2, construct fill along the sides of the pipe and up to the bottom of replacement pavement

*** FLOWABLE FILL OPTION**

If mechanical compaction can not be achieved through normal mechanical means, the flowable fill may be used

Flowable fill is to be placed in accordance with Section 121 of the Specifications, as approved by the Engineer

Do not allow the utility being installed to float. If a method is provided to prevent rotation from occurring, Stages #1 and #2 can be combined, if approved by the Engineer

In Stage #1, place flowable fill midway up on both sides of the utility. Allow to harden before placing Stage #2

In Stage #2, place flowable fill to the bottom of the stone layer

RIGID PAVEMENT CUT

GENERAL NOTES

- The details provided in this standard under apply to cases of utility cuts and take on residential paving methods are not required by the Engineer
- Flowable fill shall not be placed directly over loose or free water or over material free from 50% which will cause settlement due to fill when placed. Highly compressible materials exist, the material shall not be used. Flowable fill must be engineered to prevent pavement settlement
- These details do not apply to utility cuts longitudinal to the centerline of the roadway which may require the additional use of geogrids, slope stability and backfill, or other special requirements
- Method of construction must be approved by the Engineer
- Some pipe may require partial granular backfill up to a maximum of 12". Geogrids may be required to encapsulate the partial granular material
- Where asphalt concrete overlays exist over full depth concrete, the replacement pavement shall have an overlay constructed over the replacement slab. The overlay shall match the existing asphalt pavement thickness. The replacement friction course shall match the existing friction course unless structural course may be used in lieu of more granular material
- All shoulder pavement, curb, curb and gutter, and their substrations shall be to utility trench cut construction shall be restored in situ
- The use of flowable fill to reduce the time traffic is taken off a facility is acceptable but must have prior approval by the Engineer. Flowable fill use is allowed only when properly engineered for pavement thickness, whether straight or skewed, and shall not be installed for structural distress lengths. The maximum length shall be forty (40) feet and a maximum width of six (6) feet unless supported by an engineering document prepared by a registered professional engineer that addresses in your municipality. The engineering document shall address the evaluation of local geotechnical, the identification and settlement potential
- Excavate flowable fill is to be used when the flowable fill system is selected

TRENCH CUTS AND RESTORATIONS ACROSS ROADWAYS


LAST REVISION 07/01/12	REVISION	DESCRIPTION	 FDOT 2014 DESIGN STANDARDS	MISCELLANEOUS UTILITY DETAILS	INDEX NO 307	SHEET NO 1 of 3
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EXHIBIT A

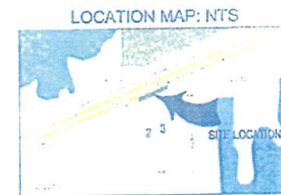
CONSTRUCTION PLANS
for
SEWER CONNECTIONS AT
13755 AND 13759 OVERSEAS HIGHWAY
MARATHON, FLORIDA

Drawing Index
CS Cover Sheet
WS-1 Sewer Plan
WS-2 Sewer Details

Attachments included with Construction Plans
FDOT Design Standards
Index # 611,612, 613, 660, 307

Prepared for:
City of Marathon
Utility Department
9805 Overseas Highway
Marathon, FL 33050

2014 Florida Department of Transportation,
Standard Specification for Road and Bridge
Construction and Design Standards take
precedence for all work within the Right of Way.



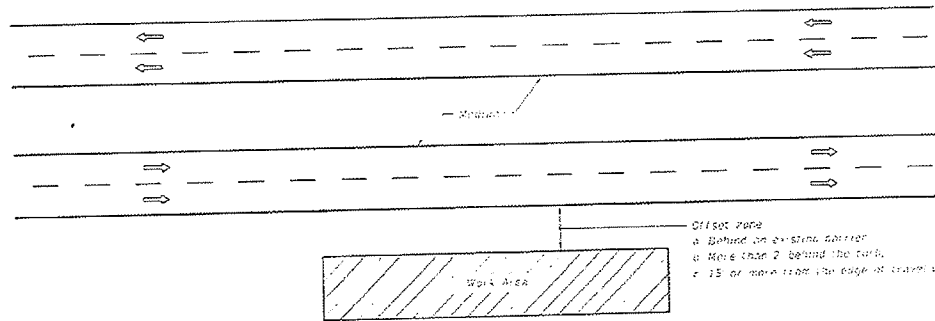
NO.	DATE	DESCRIPTION	BY	CHK'D	REVISION	DATE
1	11/24/11	ISSUED FOR PERMIT	JM	JM		11/24/11
2	12/07/11	REVISED	JM	JM		12/07/11
3	12/20/11	REVISED	JM	JM		12/20/11

AREA 6 LOT 2 AND 3 SEWER PIT
MARATHON, FLORIDA

13755 & 13759 Oversea Highway
Marathon, Florida

DESIGNED BY JAMES T. BIRNBAUM PE - FL REG #54731	CHECKED BY AL BIRNBAUM PE - FL REG #54731	DATE 12/20/11	SCALE AS SHOWN	SHEET CS
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Exhibit A



GENERAL NOTES

1. If the work operation (excluding establishing and terminating the work area), requires that two or more work vehicles cross the offset zone in any one hour, traffic control will be in accordance with Index No. 612.
2. No special signing is required.
3. This index also applies when work is being performed on a multi-lane undivided highway.
4. This index also applies to work performed in the median behind an existing barrier or more than 15' from the edge of travel way, both roadways. Work performed in the median behind curb and gutter shall be in accordance with Index No. 612.
5. When a side road intersects the highway within the work area, additional traffic control devices shall be placed in accordance with other applicable TCZ indices.
6. When construction activities intersect on a sidewalk, refer to Index No. 660.
7. For general TCZ requirements and additional information, refer to Index No. 600.

SYMBOLS

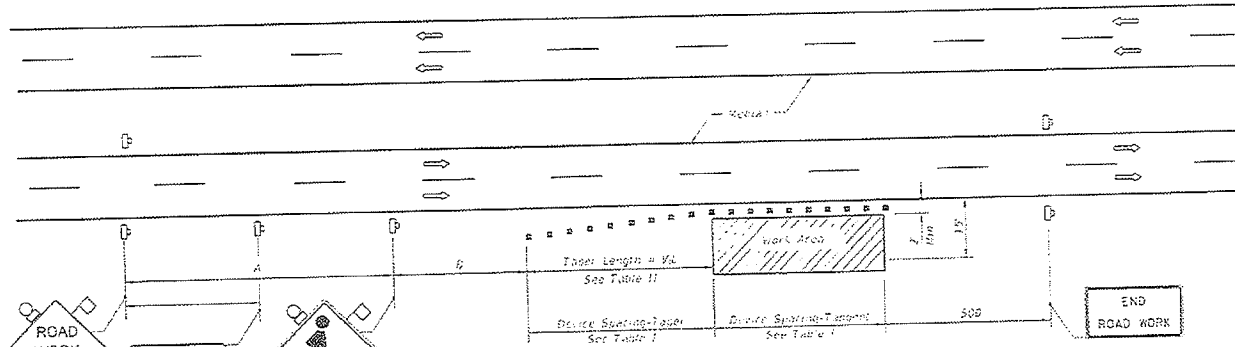
- Work Area
- Lane Identification + Direction of Traffic

CONDITIONS

WHERE ANY VEHICLES, EQUIPMENT, WORKERS AND THEIR ACTIVITIES ARE BEHIND AN EXISTING BARRIER, MORE THAN 2' BEHIND THE CURB, OR 15' OR MORE FROM THE EDGE OF TRAVEL WAY.

6. NOTES: 1. ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED. 2. SEE INDEX NO. 600 FOR GENERAL REQUIREMENTS AND ADDITIONAL INFORMATION.

LAST REVISION 07/01/05	DESCRIPTION	 FDOT 2014 DESIGN STANDARDS	MULTILANE WORK OUTSIDE SHOULDER	INDEX NO 611	SHEET NO 1 of 1
EXHIBIT A					



Speed	Spacing (ft.)	
	A	B
40 mph or less	200	200
+5 mph	350	350
50 mph or greater	500	500

* 500' beyond the ROAD WORK AHEAD sign or midway between signs whichever is less

Speed (mph)	Max. Distance Between Devices (ft.)			
	Cones or Tubular Markers		Type I or Type II Barricades or Vertical Panels or Drums	
	Taper	Tangent	Taper	Tangent
25	25	50	25	50
30 to 45	25	50	50	50
50 to 70	25	50	50	100

Speed (mph)	Vt (ft.)			Notes
	8' Shldr	10' Shldr	12' Shldr	
25	28	35	42	115-120
30	40	50	60	
35	55	68	82	
40	72	90	107	140-155
45	120	150	180	
50	133	167	200	
55	147	185	220	170-185
60	166	208	248	
65	173	217	260	
70	187	232	280	

B = Maximum Shoulder Width

Vt = Length of Shoulder Taper in Feet

V = Width of Total Shoulder in Feet (exclusive of paved and graded areas)

S = Posted Speed Limit in MPH

SYMBOLS

- Work Area
- Signs (W11, W12, W13, W14, W15, W16, W17, W18, W19, W20, W21, W22, W23, W24, W25, W26, W27, W28, W29, W30, W31, W32, W33, W34, W35, W36, W37, W38, W39, W40, W41, W42, W43, W44, W45, W46, W47, W48, W49, W50, W51, W52, W53, W54, W55, W56, W57, W58, W59, W60, W61, W62, W63, W64, W65, W66, W67, W68, W69, W70, W71, W72, W73, W74, W75, W76, W77, W78, W79, W80, W81, W82, W83, W84, W85, W86, W87, W88, W89, W90, W91, W92, W93, W94, W95, W96, W97, W98, W99, W100)
- Channelizing Device (See Index No. 600)
- Work Zone Sign
- Lane Identification & Direction of Traffic

GENERAL NOTES

- If the work operation encroaches on the through traffic lanes or when four or more work vehicles enter the through traffic lanes in a one hour period, a flashing red light and rotating red arrow shall be used to control traffic. A flagger shall be present and a FLAGGER sign shall be substituted for the WORKER sign. The flagger shall be positioned at the point of vehicle entry or departure from the work area.
- When TCE also applies to work performed in the median more than 2 feet less than 15' from the edge of travelway.
- When work is being performed on a maintenance unpaved roadway, the signs normally mounted in the median shall be omitted.
- WORKERS signs to be removed or fully covered when no work is being performed.
- SHOULDER WORK sign may be used as an alternate to the WORKER symbol sign.
- When a side road intersects the highway within the TCE zone, additional TCE devices shall be placed in accordance with other applicable TCE indexes.
- For general TCE requirements and additional information, refer to Index No. 600.

DURATION NOTES

- Signs and channelizing devices may be omitted if all of the following conditions are met:
 - a. Work operations are 60 minutes or less.
 - b. Vehicles in the work area have high-visibility, rotating, flashing, oscillating or strobe lights operating.

CONDITIONS

WHEN ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCRUSH THE AREA CLOSER THAN 15' BUT NOT CLOSER THAN 7' TO THE EDGE OF TRAVEL WAY

LAST REVISION 07/01/07



FDOT 2014
DESIGN STANDARDS

MULTILANE, WORK ON SHOULDER

INDEX NO. 612
SHEET NO. 1 of 1

EXHIBIT A

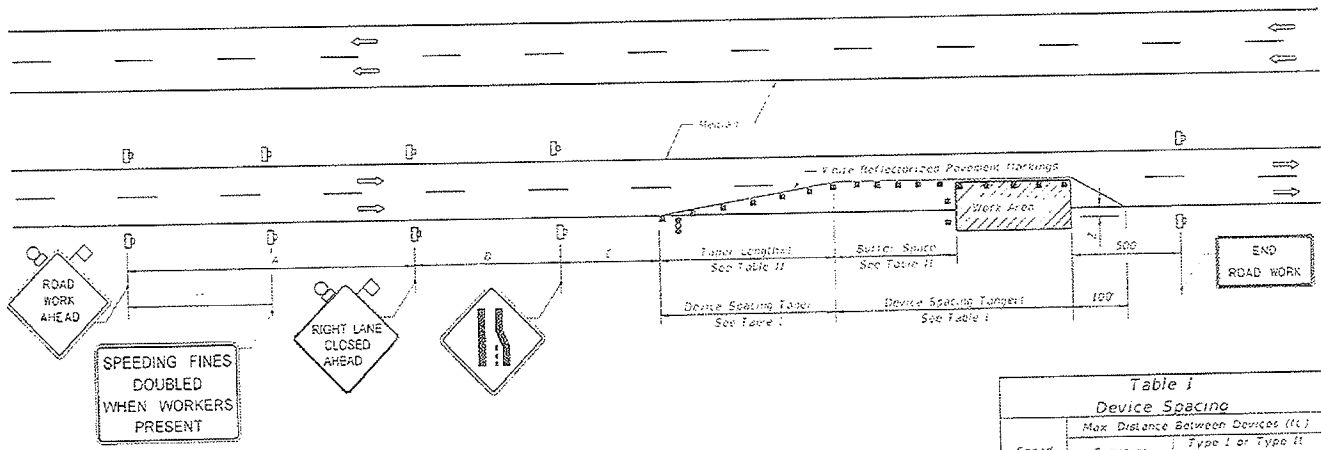


Table II
Buffer Space and Taper Length

Speed (mph)	Buffer Space (ft.)		Taper Length (ft.)	
	Dist	1	1	2
25	135	175		
30	200	180		
35	250	180		
40	305	180		
45	360	180		
50	425	180		
55	495	180		
60	570	180		
65	645	180		
70	730	180		

When Buffer Space cannot be obtained due to geometric constraints, the greatest attainable length shall be used but not less than 200 ft.

For lateral taper lengths more than 175 ft. when:

- 1 = Length of taper in feet
- W = Width of lateral transition in feet
- S = Posted speed limit (mph)

Table I
Device Spacing

Speed (mph)	Max Distance Between Devices (ft.)			
	Cones or Tubular Markers	Type I or Type II Barricades or Vertical Panels or Drums	Taper	Taper End
25	25	50	25	50
30 to 45	25	50	30	50
50 to 70	25	50	50	100

DISTANCE BETWEEN SIGNS

Speed	Spacing (ft.)		
	A	B	C
20 mph or less	200	200	200
45 mph	350	350	350
50 mph	500	500	500
55 mph or greater	2640	1640	1000

The ROAD WORK 1/2 MILE sign may be used as an alternate to the ROAD WORK AHEAD sign and the RIGHT LANE CLOSED 1/2 MILE sign may be used as an alternate to the RIGHT LANE CLOSED AHEAD sign.

500' beyond the ROAD WORK AHEAD sign or midway between signs whichever is less.

GENERAL NOTES

- Work operations shall be confined to one traffic lane leaving the adjacent lane open to traffic.
- On undivided highways the median signs as shown are to be omitted.
- When work is performed in the median lane on divided highways, the channelizing device shall be inverted and left lane closed and lane ends signs substituted for the right lane closed and lane end signs. The same applies to undivided highways with the following exceptions:
 - Work shall be confined within one median lane.
 - Additional barricades, cones, or drums shall be placed along the centerline abutting the work area and across the trailing end of the work area.
- When work on undivided highways occurs across the centerline so as to encroach on both median lanes, the inverted plan is applied to the approach of both roadways.
- Signs and traffic control devices are to be required in accordance with INTERMITTENT WORK STOPPAGE details (Table 2 of 2) when no work is being performed and the highway is open to traffic.
- The two channelizing devices directly in front of the work area may be omitted if approved sources in the work area have high-intensity rotating, flashing, oscillating, or steady beam signaling.
- When paved shoulders having a width of 6 ft. or more are closed channelizing devices shall be used to close the shoulder in advance of the merging lanes to direct volunteer traffic to remain within the travel way. See Index No. 612 for shoulder taper terminals.
- When a side road intersects the highway within the TTC zone, additional TTC devices shall be placed in accordance with other applicable TTC indexes.
- This TTC also does not apply when work is being performed in the middle lane(s) of a six or more lane highway. See Index No. 614.
- For general TTC requirements and additional information, refer to Index No. 600.

SYMBOLS

- Work Area
- Sign with 18" x 18" (Min.) Orange Flag and Type B Light
- Channelizing Device (See Index No. 600)
- Work Zone Sign
- Advance Warning Arrow Boards

DURATION NOTES

- Temporary white signage may be omitted for work operations less than 3 consecutive calendar days.
- For work operations up to approximately 15 minutes, signs, flashing devices, arrow boards, and buffer space may be omitted if all of the following conditions are met:
 - Speed limit is 45 mph or less.
 - The sight distance to vehicles approaching the work area for a maximum in the buffer space and the taper length combined.
 - Volume and complexity of the roadway has been considered.
 - The closure lane is narrower than Class 3 or larger, medium duty trucks with a maximum gross weight vehicle rating (GVWR) of 16,000 lb with high-intensity rotating, flashing, oscillating, or strobe lights mounted above the end device and operating.
- For work operations up to 60 minutes, arrow boards and buffer space may be omitted if conditions a, b, and c in DURATION NOTE 2 are met, and vehicles in the work area have high-intensity rotating, flashing, oscillating, or strobe lights operating.

CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENDOURCH ON THE LANE ADJACENT TO EITHER SHOULDER AND THE AREA 2 OUTSIDE THE EDGE OF TRAVEL WAY

LAST REVISION
07/01/09

DESCRIPTION



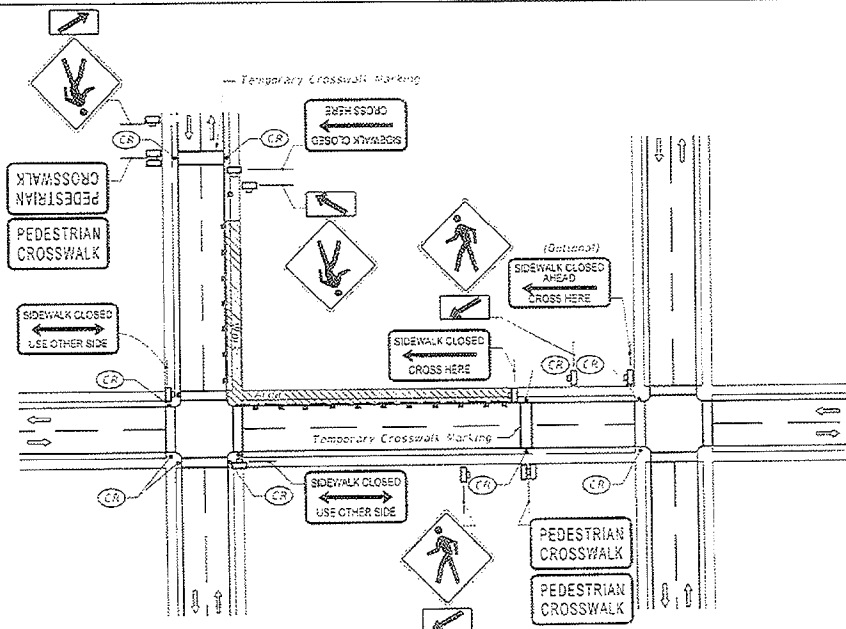
FDOT 2014
DESIGN STANDARDS

MULTILANE WORK WITHIN TRAVEL WAY
MEDIAN OR OUTSIDE LANE

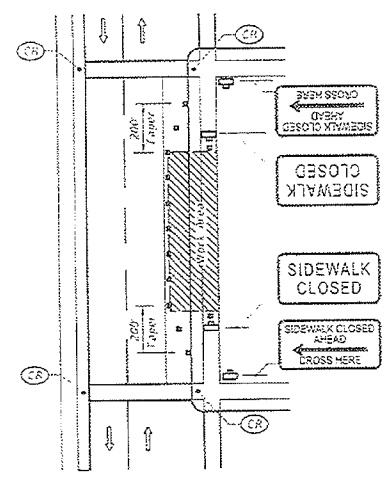
INDEX NO
613

SHEET NO
1 of 2

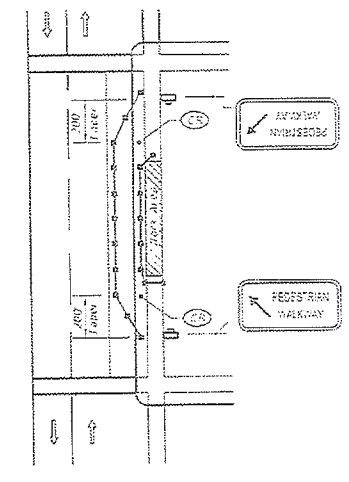
EXHIBIT A



CORNER SIDEWALK CLOSURE WITH TEMPORARY CROSSWALKS



MID-BLOCK SIDEWALK CLOSURE



MID-BLOCK SIDEWALK CLOSURE WITH TEMPORARY WALKWAY

GENERAL NOTES

- Only the signs controlling pedestrian flow are shown. Other work zone signs will be needed to control traffic on the streets.
- For spacing of traffic control devices and general TCR requirements refer to Index No. 600. Maximum spacing between devices, vertical panels, drums or tubular markers shall not be greater than 25.
- Street lighting should be considered.
- For nighttime closures use Type A flashing warning lights on barricades supporting signs and closing sidewalks. Use Type C steady-burn lights on channelized devices separating the work area from vehicular traffic.
- Pedestrian traffic signal displays controlling closed crosswalks shall be covered or deactivated.
- Post Mounted Signs located near or adjacent to a sidewalk shall have a 7' minimum clearance from the bottom of sign to the sidewalk.
- When construction activities involve sidewalks on both sides of the street, efforts should be made to stage the construction so that both sidewalks are not out of service at the same time.
- In the event that sidewalks on both sides of the street are closed, pedestrians shall be guided around the construction zone.
- Temporary walkways shall be a minimum of 4' wide with a maximum 0.6% cross slope and a maximum 0.05% running slope between ramps. Temporary walkways less than 5' in width shall provide for a 5' x 5' passing space at intervals not to exceed 200'. Temporary ramps shall meet the requirements for curb ramps specified in Index No. 304. Temporary walkway surfaces and ramps shall be stable, firm, slip resistant, and kept free of any obstructions and hazards such as holes, debris, mud, construction equipment, stored materials, etc.
- Temporary ramps and temporary crosswalk markings shall be removed with reopening of the sidewalk unless otherwise noted in the plans. All work and materials associated with constructing temporary curb ramps and temporary crosswalk markings, removal and disposal of temporary curb ramps and temporary crosswalk markings, and restoration to original condition shall be paid for as Maintenance of Traffic Lane Sum.
- A question temporary channelizing device shall be placed across the full width of the staged sidewalk.

CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT WORKERS OR THEIR ACTIVITIES ENCROUGH ON THE SIDEWALK FOR A PERIOD OF MORE THAN 60 MINUTES

SYMBOLS

- Work Area
- Channelizing Device (See Index No. 600)
- Work Zone Sign
- Required Location For Either Temporary Or Permanent Curb Ramp
- Lane Identification - Direction of Traffic
- Pedestrian Longitudinal Channelizing Device

LAST REVISION	DESCRIPTION
07/01/13	

EXHIBIT "B"

APPLICATION FOR PAYMENT

Application For Payment No. _____

To: City of Marathon
From: _____
Agreement: _____
Project: _____
City's Agreement No. _____
For Work accomplished through the date of: _____

1.	Original Contract Price:	\$ _____
2.	Net change by Change Orders and Written Amendments (+ or -):	\$ _____
3.	Current Contract Price (1 plus 2):	\$ _____
4.	Total completed and stored to date:	\$ _____
5.	Retainage (per Agreement):	
	_____ % of completed Work:	\$ _____
	_____ % of stored material:	\$ _____
	Total Retainage:	\$ _____
6.	Total completed and stored to date less retainage (4 minus 5):	\$ _____
7.	Less previous Application for Payments:	\$ _____
8.	DUE THIS APPLICATION (6 MINUS 7):	\$ _____

Accompanying Documentation: _____

Contractor's Certification:

The undersigned Contractor certifies that (1) all previous progress payments received from City on account of Work done under the Agreement referred to above have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to City at time of payment free and clear of all liens, security interests and encumbrances (except such as are covered by a Bond acceptable to City indemnifying City against any such lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Agreement Documents and not defective.

Date Contractor

By: _____

State of _____
County of _____

Subscribed and sworn to before me this ____ day of _____, 20__

Notary Public
My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated _____

City's Representative

APPLICATION FOR PAYMENT

INSTRUCTIONS

A. GENERAL INFORMATION

The sample form of Schedule of Values is intended as a guide only. Many projects require a more extensive form with space for numerous items, descriptions of Change Orders, identification of variable quantity adjustments, summary of materials and equipment stored at the site and other information. It is expected that a separate form will be developed by City and Contractor at the time Contractor's Schedule of Values is finalized. Note also that the format for retainage must be changed if the Agreement permits (or the law provides), and Contractor elects to deposit securities in lieu of retainage.

B. COMPLETING THE FORM

The Schedule of Values, submitted and approved, should be reproduced as appropriate in the space indicated on the Application for Payment form. Note that the cost of materials and equipment is often listed separately from the cost of installation. Also, note that each Unit Price is deemed to include Contractor's overhead and profit.

All Change Orders affecting the Contract Price should be identified and included in the Schedule of Values as required for progress payments.

The form is suitable for use in the Final Application for Payment as well as for Progress Payments; however, the required accompanying documentation is usually more extensive for final payment. All accompanying documentation should be identified in the space provided on the form.

C. LEGAL REVIEW

All accompanying documentation of a legal nature, such as lien waivers, should be reviewed by an attorney.

Application No. _____

Date: _____

ITEM	UNIT PRICE	ESTIMATED QUANTITY	SCHEDULE OF VALUES AMOUNT	QUANTITY COMPLETED	AMOUNT	%	MATERIAL STORED	AMOUNT COMPLETED AND STORED
1.	\$		\$		\$		\$	\$
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
11.								
12.								
13.								
14.								
15.								
16.								
17.								
18.								
19.								
20.								
TOTAL			\$		\$		\$	\$

Note: Total Schedule of Values Amount should equal the current Contract Price.

EXHIBIT "C"
CHANGE ORDER

CHANGE ORDER NO. _____

TO: City of Marathon

PROJECT:

CONTRACTOR:

DATE:

This Change Order will authorize the following change to the Agreement:

The Work as set forth in the Agreement is hereby amended to include the items set forth on **Exhibit "I"** attached hereto and by this reference made a part hereof.

This Change Order constitutes full, final, and complete compensation to the Contractor for all costs, expenses, overhead, and profit, and any damages, and/or time adjustments of every kind that the Contractor may incur in connection with the above referenced changes in the Work, and any other effect on any of the Work under the Agreement. The Contractor acknowledges and agrees that (a) the Contract Price of \$_____ under the Agreement will be [**unchanged**] [**changed**] by this Change Order, and (b) the schedule for performance of Work will be [**unchanged**] [**changed**] by this Change Order. Contractor expressly waives any claims for any additional compensation, damages or time extensions in connection with the above-referenced changes. Except as herein or heretofore expressly modified, all terms of the Agreement shall remain in full force and effect and shall cover the performance of, and payment for, any work authorized hereunder. Any defined terms not defined in this Change Order shall have the meanings set forth in the Agreement.

By signing below the parties indicate acceptance of this Change Order as set forth herein.

CONSENT OF SURETY TO CHANGE ORDER

The Surety Agrees that this change order is not a cardinal change and if the Change Order includes an increase in the Contract amount, then the penal amount of the payment and performance bond issued for this Contract is increased by the dollar amount of this Change Order.

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title

Attest: _____
Signature and Title

City of Marathon

Contractor

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Exhibit "I"

CHANGE ORDER SUMMARY

This Change Order is necessary to cover changes in the Work to be performed under this Agreement. Except as may be modified herein all of the provisions of the Agreement apply to and govern all Work under this Change Order.

THE FOLLOWING CHANGES ARE MADE TO THE AGREEMENT DOCUMENTS:

- (1) Original Contract Price _____
- (2) Current Contract Price (Adjusted by Previous Change) _____
- (3) Total Proposed Change in Contract Price _____
- (4) New Contract Price (Item 2 + Item 3) _____
- (5) Original Contract Time _____
- (6) Proposed Change in Contract Time _____
- (6) Current Contract Time (Adjusted by Previous Change) _____
- (7) Total Proposed Change in Contract Time _____
- (8) New Contract Time (Item 6 ± Item 7) _____
- (9) Original Contract Substantial Completion Date _____
- (10) New Contract Substantial Completion Date _____

CHANGE ORDER HISTORY						
Item No.	Description	Current Contract Amount	Additive Change	Deductive Change	Net Change Contract Price	Net Change Contract Time
I.	Total Contract Price	\$	\$	\$	\$	
Total					\$	

The Change Order is a result of: _____

_____.

The cost breakdown is as follows:

WORK ITEM DESCRIPTION	PRICE
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL	\$

EXHIBIT "D"
PAYMENT AND PERFORMANCE BONDS

(The Statutory Payment and Performance Bonds and the covered amounts of each are separate and distinct from each other)

Payment Bond

Bond No. _____

This Bond must be recorded by Contractor and a certified copy provided to the City before payment will be made by the City.

BY THIS BOND (the "Bond"), We (Insert Name, Address and Telephone No.) as principal (the "Contractor"), and (Insert Name, Address and Telephone No.) as surety (the "Surety"), are bound to the City of Marathon, a Florida municipal corporation whose address is 9805 Overseas Highway, Marathon, Florida 33050, [phone number: (305) 743-0033] (the "City"), in the amount of _____ Dollars (\$ _____) for payment of which Contractor and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, with reference to a written Agreement entered into by Contractor and City, for the following:

Agreement Title: _____
Agreement No.: _____
Agreement Date: _____

THE CONDITION OF THIS BOND is that if the Contractor:

Promptly makes payments to all claimants as defined in Section 255.05(1), *Florida Statutes*, supplying Contractor with labor, material, and/or supplies, used directly or indirectly by Contractor in the prosecution of the Work provided for in the Agreement;

THEN THIS BOND IS VOID, OTHERWISE, IT REMAINS IN FULL FORCE.

Any changes in or under the Agreement Documents and compliance or noncompliance with any formalities connected with the Agreement or with the changes, do not affect Surety's obligation under this Bond. Surety hereby waives notice of any alteration or extension of time to the Agreement made by the City.

Claimants must comply with notice requirements set forth in Section 255.05(2), *Florida Statutes*. No action shall be instituted against Contractor or Surety under this Bond after the time limits set forth in Section 255.05, *Florida Statutes*.

IN WITNESS WHEREOF, this instrument is executed this the ____ day of _____, 20__.

WHEN THE CONTRACTOR IS AN INDIVIDUAL:

Contractor
Name: _____

Signed, sealed and delivered in the presence of:

(Witness) _____
(Name and Address)

(Witness) _____
(Name and Address)

WHEN THE CONTRACTOR OPERATES UNDER A TRADE NAME:

Contractor
Name: _____
Business Name: _____

Signed, sealed and delivered in the presence of:

(Witness) _____
(Name and Address)

(Witness) _____
(Name and Address)

WHEN THE CONTRACTOR IS A CORPORATION:

Contractor
Name: _____
Its: _____
Corporation Name: _____

Signed, sealed and delivered in the presence of:

Corporate Seal

(Corporate Secretary)
Name: _____

SURETY

Surety
Name: _____
Its: _____

Signed, sealed and delivered in the presence of:

(Witness) (Name and Address)

(Witness) (Name and Address)

ATTORNEY-IN-FACT

Name: _____

NOTE 1: Surety shall provide evidence of signature authority, i.e., a certified copy of Power of Attorney.

NOTE 2: If both the Principal and Surety are Corporations, the respective Corporate Seals shall be affixed and attached.

NOTE 3: Surety shall include evidence that Agent/Attorney-in-Fact is licensed in Florida.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

ATTACH a certified copy of Power-of-Agency appointing individual Attorney-in-Fact for execution of Bond on behalf of Surety.

Performance Bond

Bond No. _____

This Bond must be recorded by Contractor and a certified copy provided to the City before payment will be made by the City.

BY THIS BOND (the "Bond"), We (Insert Name, Address and Telephone No.) as principal (the "Contractor"), and (Insert Name, Address and Telephone No.) as surety (the "Surety"), are bound to the City of Marathon, a Florida municipal corporation whose address is 9805 Overseas Highway, Marathon, Florida 33050, [phone number: (305) 743-0033] (the "City"), in the amount of _____ Dollars (\$ _____) for payment of which Contractor and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, with reference to a written Agreement entered into by Contractor and City, for the following:

Agreement Title: _____
Agreement No.: _____
Agreement Date: _____

THE CONDITION OF THIS BOND is that if the Contractor:

1. Performs said Agreement in accordance with its terms and conditions, the Agreement being made a part of this Bond by reference, at the times and in the manner prescribed in the Agreement; and
2. Pays City all losses, damages (direct and consequential, including delay and liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that City sustains because of a default by Contractor under the Agreement; and
3. Pays City all other amounts due City by Contractor because of a default by Contractor under the Agreement; and
4. Performs the guarantee of all Work and materials furnished under the Agreement for the time specified in the Agreement;

THEN THIS BOND IS VOID, OTHERWISE, IT REMAINS IN FULL FORCE.

Any changes in or under the Agreement Documents and compliance or noncompliance with any formalities connected with the Agreement or with the changes, do not affect Surety's obligation under this Bond. Surety hereby waives notice of any alteration, change or extension of time to the Agreement made by the City.

No action shall be instituted under this Bond after the time limits set forth in Section 255.05, Florida Statutes.

IN WITNESS WHEREOF, this instrument is executed this the ____ day of _____, 20__.

WHEN THE CONTRACTOR IS AN **INDIVIDUAL**:

Contractor
Name: _____

Signed, sealed and delivered in the presence of:

(Witness) _____
(Name and Address)

(Witness) _____
(Name and Address)

WHEN THE CONTRACTOR OPERATES UNDER A **TRADE NAME**:

Contractor
Name: _____
Business Name: _____

Signed, sealed and delivered in the presence of:

(Witness) _____
(Name and Address)

(Witness) _____
(Name and Address)

WHEN THE CONTRACTOR IS A CORPORATION:

Contractor
Name: _____
Its: _____
Corporation Name: _____

Signed, sealed and delivered in the presence of:

Corporate Seal

(Corporate Secretary)
Name: _____

SURETY

Surety
Name: _____
Its: _____

Signed, sealed and delivered in the presence of:

(Witness) (Name and Address)

(Witness) (Name and Address)

ATTORNEY-IN-FACT

Name: _____

- NOTE 1: Surety shall provide evidence of signature authority, i.e., a certified copy of Power of Attorney.*
- NOTE 2: If both the Principal and Surety are Corporations, the respective Corporate Seals shall be affixed and attached.*
- NOTE 3: Surety shall include evidence that Agent/Attorney-in-Fact is licensed in Florida.*

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

ATTACH a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Bond on behalf of Surety.

END OF SECTION
SECTION 00500



CITY OF MARATHON, FLORIDA
9805 Overseas Highway, Marathon, Florida 33050
www.ci.marathon.fl.us

ADDENDUM NO. 1

Issue Date: July 25, 2014


Project Name: IJB 43-0-2014, Multiple Sewer Connections II

Notice to All Proposers: THE FOLLOWING ADDENDUM IS INTENDED TO DOCUMENT CLARIFICATIONS AND RESPONSES TO QUESTIONS RECEIVED AND ANSWERS PROVIDED AS "REQUESTS FOR INFORMATION."

1. The Meeting Summary is included in Addendum 1.
2. The Prebid Meeting Sign In sheet is included in Addendum #1

PROOF OF RECEIPT - SUBMIT WITH BID

Recipient
Signature:
Print Name:
Firm:
Date:


CHRIS GRATTON
Keys Contracting Services
935 107th St Gulf
Marathon, FL 33050
8-15-14

SECTION 00300
BID FORM

BID FROM:

Company: Keys Contracting Services
Address: 935 107th St. G
MARATHON FLA
Phone/ Fax: 305.743.7080 305.743.7079

Bidder agrees to furnish all materials, equipment and labor and to perform all work in accordance with the Contract Documents for construction of: " Multiple Sewer Connection - 2" in the CITY OF MARATHON, Florida.

To: CITY OF MARATHON
ATTN: CITY CLERK
9805 Overseas Highway
Marathon, Florida 33050

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with CITY in substantially the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of CITY.

In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all, which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>7.25.14</u>
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

- C. Bidder is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all documents as applicable: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, and (2) reports and drawings of a Hazardous Environmental Condition, if any.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- H. Bidder has given CITY'S REPRESENTATIVE written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by the CITY'S REPRESENTATIVE is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over CITY.

Bidder's Information:

The BIDDER states that he is an experienced CONTRACTOR and has completed similar projects within the last five years. This information has been provided on Document 00301, Contractor's Qualifications Statement.

Bidder agrees that the Work will be substantially completed and completed and ready for final payment in accordance with the Contract Documents on or before the dates or within the number of calendar days indicated in the Contract. If the Bidder does not agree with the construction time allocated in the Agreement, the bidder should not submit a bid.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Contract Documents.

The following documents are attached to and made a condition of this Bid:

- A. Required Bid security in the form of Bid Bond or Cashiers' Check; W/A
- B. Contractor's Qualifications Statement containing a tabulation of Subcontractors, Suppliers and other individuals and entities required to be identified in this Bid;
- C. Signed Trench Safety Act document (if applicable)
- D. O.S.H.A. Standards Acknowledgement
- E. Copy of the contractor license(s)/state certification(s)/local registration(s) required to perform the Work (if any),
- F. Evidence of Insurability
- G. Addenda Acknowledgement

The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.



BID

Bid Item No./Description

Lump Sum Price

*Details as described on the attached
Plans and Specifications*

ITEM	UNIT	AMOUNT
1. 13753 & 13789 Overseas Hwy	ILS	\$ 19,710 ⁻
2. 2888 Overseas Hwy.	ILS	\$ 18,240 ⁻
3. 5550 Overseas Hwy	ILS	\$ 17,560 ⁻
TOTAL	Lump Sum	\$ 55,510 ⁰⁰

TOTAL BASE BID:

\$ fifty five thousand five hundred ten & 1/100 (Dollars)

Bidder will complete the work in accordance with the Contract Documents for the Total Base Bid itemized above.

SUBMITTED on 8-15, 2014

State Contractor License No. 0601521156 CPC 1427749 (If applicable.)

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Corporation

Corporation Name: Keys Contracting Services (SEAL)

State of Incorporation: FLORIDA

Type (General Business, Professional, Service, Limited Liability): _____

By: *Chris Groat*
(Signature -- attach evidence of authority to sign)

Name (typed or printed): J. CHRIS GROAT

Title: President

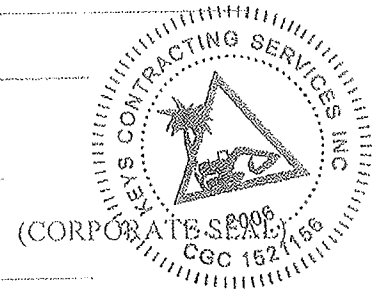
Attest: *Jana Groat*
(Signature of Corporate Secretary)

Business address: 935 107th St. G.

Marathon Fl. 33050

Phone No.: 305.743.7080 FAX No.: 305.743.7079








Date of Qualification to do business is FEB 2006



End of Section

SECTION 00300A
CONTRACTOR'S BID DOCUMENT CHECKLIST

Several recent bid openings for construction projects in Monroe County have resulted in the disqualification of Bidders for failure to properly complete and submit all required forms. To help ensure that all forms are completed and submitted, Bidders are instructed to initial this form as each required submittal is completed. Please assemble your bid response in the order listed below, with this form placed on the top of the response package.

- | | Initials |
|---|---|
| 1. Bid Form --(section 00300) filled out completely including <ul style="list-style-type: none">- Addenda acknowledgements- All pricing- Properly signed and sealed |  |
| 2. Contractor's Qualifications Statement --(section 00300A) signed and notarized |  |
| 3. Bid Security --(section 00301) bid bond, or cashier's check signed and sealed | |
| 4. Acknowledgement of Conformance with O.S.H.A. Standards(section 00650)
- signed and witnessed |  |
| 5. Trench Safety Form -- (section 00300B) signed and witnessed |  |
| 6. Evidence of Insurability |  |
| 7. Copy of the contractor license(s)/state certification(s)/local registration(s)
required to perform the Work (if any), |  |
| 8. Certification of Non-segregated Facilities --(section 00640) signed |  |

SECTION 0309B
TRENCH SAFETY FORM

This form must be completed and signed by the Bidder.

Failure to complete this form may result in the bid being declared non-responsive.

Bidder acknowledges that the Florida Trench Safety Act, Section 553.60 *et seq.*, Fla. Stat. which became effective October 1, 1990, shall be in effect during the period of construction of the Project. The Bidder by signing and submitting the Bid is, in writing, assuring that it will perform any trench excavation in accordance with applicable trench safety standards. The Bidder further identifies the following separate item of cost of compliance with the applicable trench safety standards as well as the method of compliance:

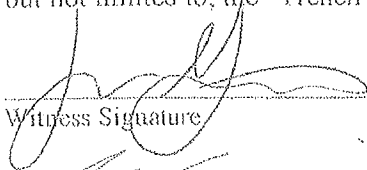
Method of Compliance

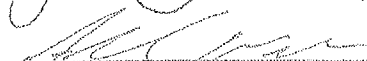
Cost

Total: \$ 4000

Bidder acknowledges that this cost is included in the applicable items of the Bid and in the Total Base Bid. Failure to complete the above may result in the bid being declared non-responsive.

The Bidder is, and the CITY and ENGINEER are not, responsible to review or assess Bidder's safety precautions, programs of costs, of the means, methods, techniques or technique adequacy, reasonableness of cost, sequences of procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Section 553.60 *et. seq.*, Fla. Stat. cited as the "Trench Safety Act". Bidder is, and the CITY and ENGINEER are not, responsible to determine, if any safety or safety related standards apply to the Project, including but not limited to, the "Trench Safety Act".


Witness Signature


Witness Signature

8.15.14
Date


Bidder's Signature

Chris Gagnon
Printed Name

President
Title

8.15.14
Date

 KEYS
CONTRACTING
SERVICES, INC
GENERAL CONTRACTOR
STATE OF FLORIDA

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

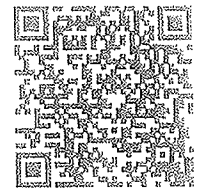
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CGC1521156	

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



GRATTON, JOHN CHRISTOPHER
KEYS CONTRACTING SERVICES INC
6465 OVERSEAS HWY 3
MARATHON FL 33050



ISSUED: 07/01/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1407010001421

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

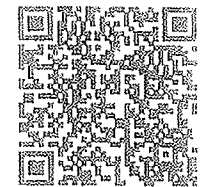
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CFC1427749	

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



GRATTON, JOHN CHRISTOPHER
KEYS CONTRACTING SERVICES INC
5210 DOGWOOD DELL STREET
MARATHON FL 33050



ISSUED: 07/01/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1407010001219

935 107th Street, • Marathon, FL 33050
Tel: (305) 743-7080 • Fax (305) 743-7079 • Email: info@keyscontractingservicesfl.com

Licensed & Insured - RGC 291108730, CFC 1427749

SECTION 00640

CERTIFICATE OF NON-SEGREGATED FACILITIES

We, Keys Contracting Services (Company)
Certify that we do not and will not maintain or provide for our employees any segregated facilities at any of our establishments, and that we do not and will not permit our employees to perform their services at any location, under our control, where segregated facilities are maintained. We understand and agree that breach of this certification is a violation of Equal Opportunity clause required by Executive Order 11246, amended.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom or otherwise.

We further agree that (except where we have obtained identical certifications from proposed Subcontractors for specific time periods) we will obtain identical certifications from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that we will retain such certification in our files; and that we will forward the following notice to such proposed Subcontractors (except where the proposed Subcontractors have submitted identical certifications for specific time periods).

NOTICE TO PROSPECTIVE SUBBUILDERS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES. A certification of Non-segregated facilities as required by the 9 May 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted from the provisions either for each subcontract or for all subcontracts during a period (i.e. quarterly, semi-annually, or annually).

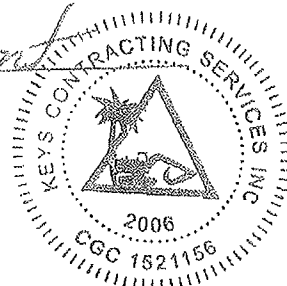
NOTE: Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.

Keys Contracting Services
(Name of Company)

By: [Signature]

Date: 8.15.14

Title: President



SECTION 00650
ACKNOWLEDGEMENT OF CONFORMANCE
WITH O.S.H.A. STANDARDS

TO THE CITY OF MARATHON

We, Keys Contracting Services hereby acknowledge and agree that as contractors for the construction of the "Multiple Sewer II", that we have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health Act of 1970, and all State and Local Safety and Health regulations, and agree to indemnify and hold harmless the CITY, its officers, agents, employees, and consultants against any and all legal liability or loss the CITY, its officers, agents, employees, and consultants may incur due to
_____ failure to comply with such act.

Rosa Canale
ATTEST

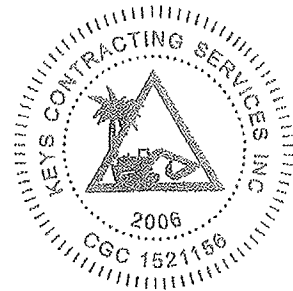
[Signature]
ATTEST

8.15.14
DATE

Keys Contracting Services
CONTRACTOR

By: [Signature]
Title: President

END OF SECTION



SECTION 00301
SUPPLEMENT TO BID FORM
CONTRACTOR'S QUALIFICATIONS STATEMENT

THIS FORM MUST BE SUBMITTED WITH BID FOR BID TO BE DEEMED RESPONSIVE. The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1. Please describe your company in detail.

General Contracting & Utility/Plumbing Contractor

2. The address of the principal place of business is:

925 107th St Gulf
Murrayton, Fla 3255

3. Company telephone number, fax number and e-mail addresses:

305-743-7080
305-743-7079

4. Number of employees:

36


5. Number of employees assigned to this project:

3-4

6. Company identification numbers for the Internal Revenue Service:

20-

7. Provide Monroe County Occupational License Number, if applicable, and expiration date:

8. How many years has your organization been in business performing, as a substantial portion of its business, the types of work described in the Bidding Documents? Does your organization have a specialty and, if so, what is it? 

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9. What is the most recent project of this nature or magnitude that you have completed? Please provide project description, contract/project number, owner's contact information, reference, and final contract price.

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10. Have you ever completed a public works project in Monroe County, Florida? If so, please provide project description, contract/project number, and final contract price.

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11. Have you ever failed to complete any work awarded to you? If so, provide the reason, project description, contract/project number, owner's contact information and reference.

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12. Give names, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have performed work similar to the Work described in the Bidding Documents:

12.1

Project Name
Contact Person
Address
Telephone No.

12.2

Project Name _____
Contact Person _____
Address _____
Telephone No. _____

12.3

Project Name _____
Contact Person _____
Address _____
Telephone No. _____

13. List the following information concerning all contracts in progress as of the date of submission of this bid. (In event of co-venture, list the information for all co-venturers.)

Name of Project	Owner	Value	Contract Completion Date	% of Completion to Date

(Continue list on insert sheet, if necessary.)

14. Has the Bidder or its representative inspected the proposed project site and does the Bidder have a complete plan for its performance?

15. Provide a list of subcontractor(s) and suppliers you intend to utilize on the Project that will provide more than 10% of the value of your Total Base Bid.

SubContractor/Supplier Name	Address	Work to be Performed
W&T		MATERIALS
ALVAR		MATERIALS
Aplandobles Asphalt		

The foregoing list of subcontractor(s)/suppliers may not be amended after award of the contract without the prior written approval of the City Manager.

16. What equipment do you own that is available for the Work?
Backhoes, trenchers, excavators

17. What equipment will you purchase for the proposed Work? NONE

18. What equipment will you rent for the proposed Work? none

19. State the names of your proposed Project Manager, Superintendent and Certified Maintenance of Traffic Supervisor, give details of his or her qualifications and experience in managing similar work.

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20. Provide copies of audited or CPA-reviewed financial statements for the past three years, indicating, at a minimum, annual revenues and net income/loss for the past three years.

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21. Provide names, addresses and telephone numbers of at least three vendor credit and bank references or lines of credit.

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22. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business. (If a corporation, also state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, also state the names of the individuals who do business under the trade name.)

Keys Contracting Services Inc.

22.1 The correct name of the Bidder is:

Keys Contracting Services Inc.

22.2 The business is a (Sole Proprietorship) (Partnership) (Corporation)

22.3 The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

J. CHRIS GRAYTON
LAUREN B. GRAYTON

22.4 Identify all lawsuits and/or arbitrations commenced within the five years preceding the date of your Bid for the Work in which you were/are a named party. You need not list workers compensation claims or personal injury claims for which you have insurance coverage. For all matters listed, provide the full names of the named parties, the jurisdiction where the matter is pending, and the case number.

None

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was sworn to before me this 15 day of August, 2016 by CHRIS GOATTON who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this 15 day of August, 2016

(NOTARY SEAL)

[Handwritten Signature]

(Signature of person taking oath)

J. CHRIS GOATTON

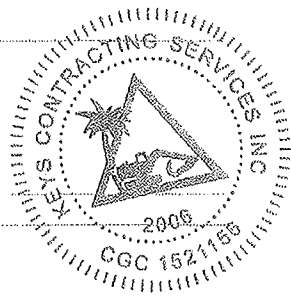
(Name of officer taking oath)
typed, printed or stamped

President

(Title or rank)

CGC1521156

(Serial number, if any)



ALECHEIA WILLIAMS
MY COMMISSION # FF 130741
EXPIRES: June 9, 2018
Roads Thru Budget Notary Services

[Handwritten Signature]
Alecheia Williams



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/22/2014

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

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

PRODUCER Keys Insurance Services P.O. Box 370541 Key Largo FL 33037	CONTACT NAME: Linda Regan	PHONE (A/C No. Ext): (305) 453-1445	FAX (A/C No.): (305) 453-1438
	E-MAIL ADDRESS: lregan@keysinsurance.com		
INSURED Keys Contracting Services, Inc. 6465 Overseas Highway Suite 3 Marathon FL 33050-2637	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Mid Continent		
	INSURER B: Travelers Ins Co		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: 2014-2015 Master GL REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVXY	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			04GL000900901	4/20/2014	6/20/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ Excluded
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					PROPERTY DAMAGE (Per accident) \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					\$
	DED	RETENTION \$					EACH OCCURRENCE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCP760189303	05/09/2014	05/09/2015	WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER (305) 743-3667 City of Marathon 8900 Overseas Hwy Marathon, FL 33050	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Mel E Montagne