# CITY OF MARATHON, FLORIDA RESOLUTION 2014-97

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AWARDING 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  $26^{th}$  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

# 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: 935 107<sup>th</sup> 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.

- 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 Contractors 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.

- General Indemnity. Contractor shall indemnify and hold harmless the City, its (a) 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) <u>Defense</u>. 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, 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

935 107<sup>th</sup> 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. <u>Independent Contractor.</u>

(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.
- The Contract Price may only be changed by a written Change Order. Any claim (b) 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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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.

Diane Clavier, City Clerk	By: Michael Puto, City Manager  Date: 8/27/14

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

City Attorney

ATTEST:

CONTRACTOR

CITY OF MARATHON

y: 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

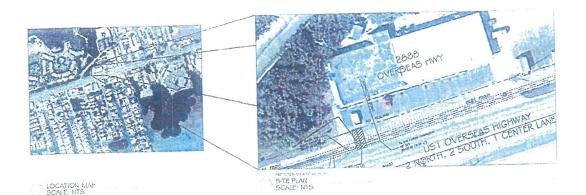
2888 OVERSEAS HIGHWAY MARATHON, FL

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



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2888 OVERSEAS HIGHWAY MARATHON, FL

33050 SEWER CONNECTION

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EXHIBIT A

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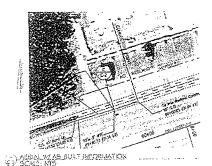


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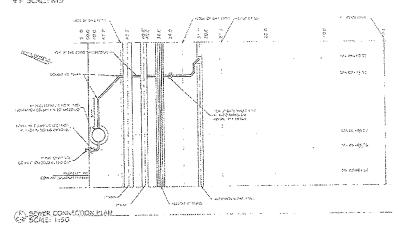
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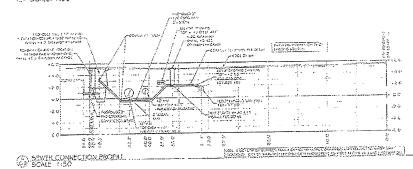
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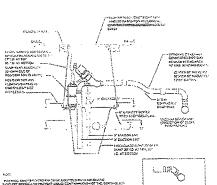
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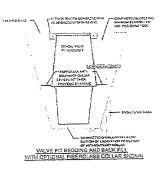


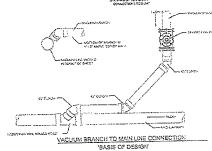


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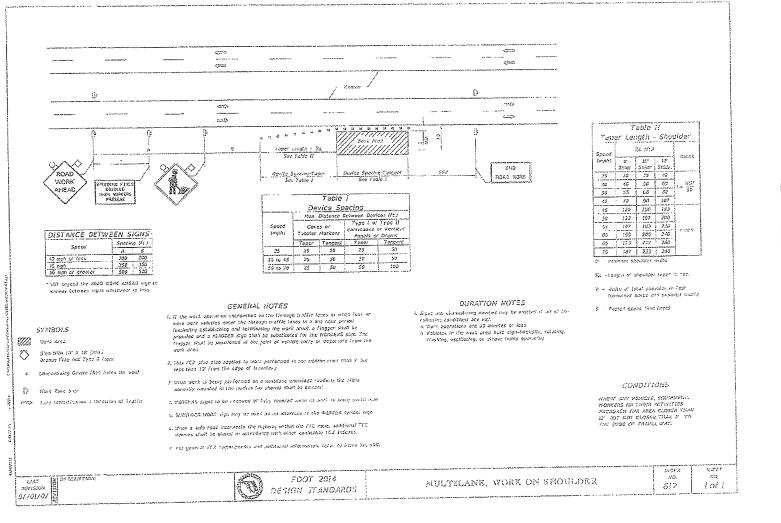


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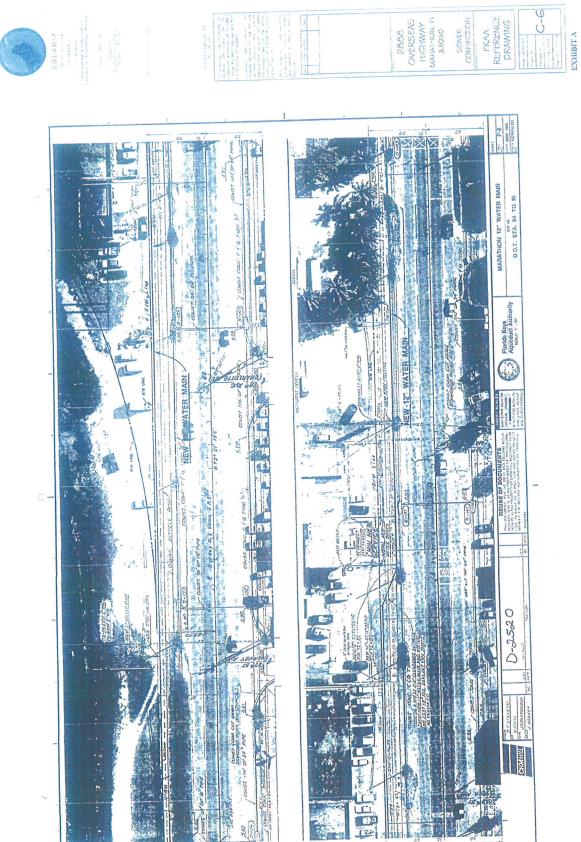
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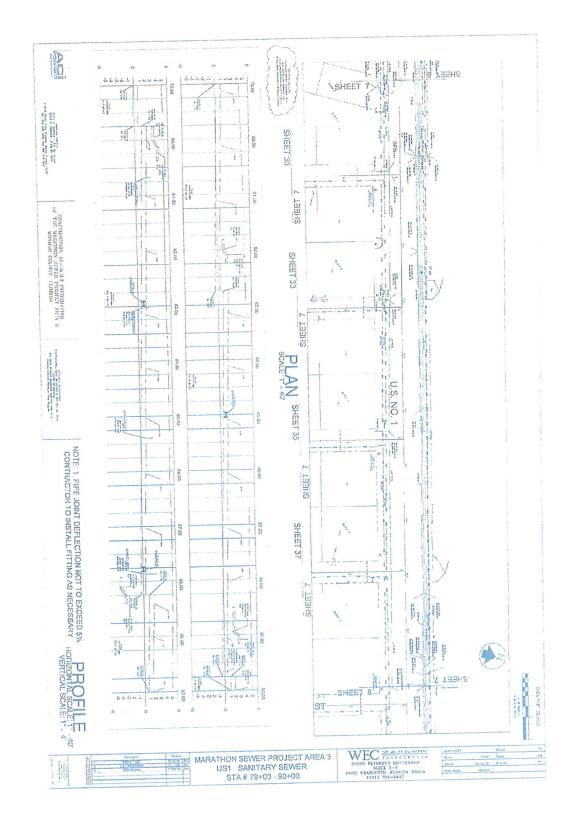
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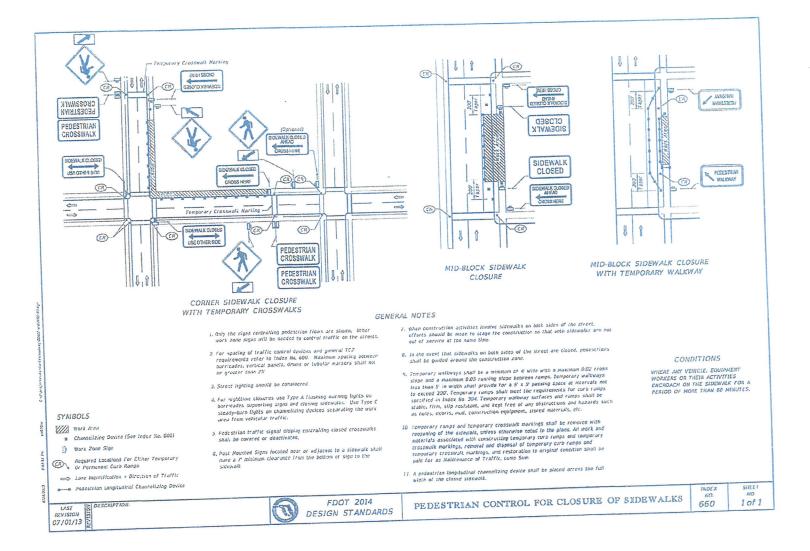


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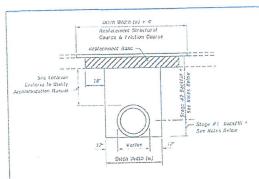
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# FLEXIBLE PAVEMENT NOTES

# PAVEMENT REMOVAL AND REPLACEMENT Payament shall be mechanically sawed.

The replacement asphall shall match the existing structural and friction tourses for type and thickness in accordance with current FDDT asphalt mix specifications.

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

COMPACTED AND STABILIZED FILL OPTION Backfill motorial shall be placed in occordance with Section 125 of the Standard

In Stage #1, construct comparted fill beneath the haunthes of the pipe, using mechanical in wage #1, consists compatted till compacte the haunches of the pipe, using mechanic-lamps suitable for this purpose. This compaction applies to the material placed beneath this 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, with the upper 17 receiving Type 8 Stabilization. In treu of Type 8 Stabilization, the Contractor way construct using Optional State Group 3.

# \* FLOWABLE FILL OPTION

If compaction can not be achieved through normal mechanical methods then flowable fill may

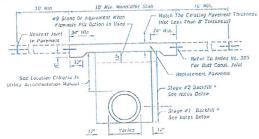
Florable fill is to be placed in accordance with Section 121 of the Specifications, as approved by the Engineer.

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

In Stage #1, place flowable fill midwa, up on both sides of the utility. Allow to marden before

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 content contrate (3000 psi) meeting the requirements of Standard Sportfication 346 shall be used for rigid pavement replacement.

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

# GRANULAR BACKFILL

Any edgedrain system that is removed shall be replaced with the same type materiols. Any edgedrain system that is damaged shall be regained with mathods approved by the Engineer.

Fill material shall be plated 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 tomps suitable for this purpose. This compaction applies using mechanical comps soluble to the naunches of the pipe and above any bedding.

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

## \* 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 sping installed to float. If a method is provided to prevent finiation from occurring. Stages #1 and #2 can be combined, if approved by

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

In Stage #2, place flowable fill to the bottom of the stone layer. RIGID PAVEMENT CUT

## GENERAL NOTES

- 1. 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.
- 2. Florable till shall not be placed directly over toose, or high plastic, or much rearrance thi shall have a partial will cause settlement due to fill weight where highly compressible material exists, the amount, shape and depth of flowable fill must be engineered to prevent parement settlement
- 3. These details do not apply to utility cuts longitudinal to the centerline of the roadway which may require the additional use of geolecties, special bedding and backfill, or other special requirements.
- 4. Method of construction must be approved by the Engineer.
- 5. Some pipe may require special granular backfill up to 6" above top of pipe. Geotextiles may be required to encapsulate the special granular material
- 5. Where asphalt concrete overlays exist over full stan concrete pavement, the replacement pavement shall have an overlay constructed over the replacement sale have entirely constructed over the replacement sale have one when sale have every shall match the outsing aspeal powement trickness. The replacement friction course shall match the existing fristion course, except structural course may be used in lieu of donse graded friction course.
- 7. All shoulder powerent, curb, curb and gutter, and their substructure disturbed by utility trench cut construction shall be restored in kind.
- S. The use of Howable fill to reduce the time traffic is taken off a facility is The use of Howakie fill to reduce the time traffic is taken off a facility is occeptable but must have price approval by the Engineer. Flowable fill tax is allowed only when properly engineered for parenter crossings, whether straight or diagonal, and shall not be Installed for significant depths or lengths. The meantum length shall be fifty 500 feet and a maximum ength shall be fifty 500 feet and a maximum ength shall be fifty 500 feet and a maximum ength or siz (6) feet unless supported by an engineering document prepared by a registered professional engineer that specializes is sails engineering. The engineering Gocument shall address the evaluation of local groundwater flow intercruption and sattlemene momental. interruption and settlement potential.
- 9. Excavatable flowable fill is to be used when the thorable fill option is



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**OVERSEAS** HIGHWAY MARATHON, FL 33050

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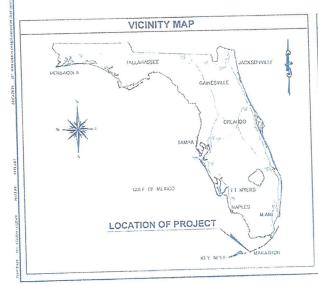
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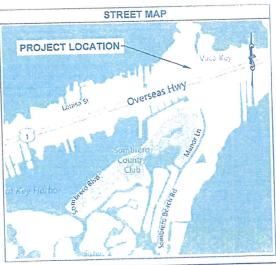
# **UTILITY CONSTRUCTION PLANS**

# 5550 OVERSEAS HIGHWAY

**MARATHON, FLORIDA 33050** 

# SECTION 11, TOWNSHIP 66 S, RANGE 32 E





-		INDEX OF DRAWINGS				
	Sheet #	Sheet Title				
	1	COVER SHEET				
	2	CONSTRUCTION PLAN				
	3	UTILITY DETAILS				
	4	UTILITY NOTES				
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DAVID DOUGLAS ASSOCIATES, INC. 1800 Crustes Hostory Judge 213 Matalibra, Physical 30000 Pr. 230-327-230

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Maration, Floride 35050
Clean/Overler
City of Marathen
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0005 Overtiesa Highway Morathon, Florida 33050

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A) ALL BURIED VACUUM MARKINES, BYANGH ENES AND SERVICE LATERALS SHALL BE SDR.21 PRESSURE RATED PIGEFFE, ASTM D-2241 D) JOINT ASTA D-3139 DBING THEBER-STYLE" ELASTOMERIC SCALE C) RITINGS, ALL INC SOL MEPTE ETTEROL (FOR SOLVENT CEMENT JOINTS) SHALL LE AS PRODUCCE ET SPEAKS AND REFORMED COMMON OR APPROVED COMMETTING A THE COMPOUND HIS WINN A REFORMED AND COMMENT OF THE COMPONING TO APPROVED COMMETTING COMPOUND HIS WORK AND REFORMED AND COMPONING THE PROPERTY OF THE COMPONING SHALL REPORT OF THE COMPONING THE REFORMED AND COMPONING THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE EXCHANGING PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE RECORDS AND COMPONING THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE RECORDS AND COMPONING THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE RECORDS AND COMPONING THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE RECORDS AND COMPONING THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE RECORDS AND COMPONING THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE RECORDS AND COMPONING THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE RECORDS AND COMPONING THE PROPERTY OF THE PROPER D) Framer, astalf-lose solvent centint; astal 2564. Cement shall not be same color as framer 4) WITE HITTINGS 45" ELES STALL BE USED TREDUCED DUT A. P. 93" ELE MAYER DICKY USED AT THE ENTERORISES OF 3" WICHDIMWAYS AND AT THE WAY CONNECTION TO THE VACUUM MAIN. THE ENTERORS AND VENT TYPE CITES AND PRODUCED DUT A. P. 93" ELE MAYER DICKY USED AT THE ENTERORS AND VENT TYPE CITES AND PRODUCED DUT A. P. 93" ELE MAYER DICKY USED AT THE ENTERORS AND VENT TYPE CITES AND PRODUCED DUT A. P. 93" ELE MAYER DICKY USED AT THE ENTERORS AND VENT TYPE CITES AND PRODUCED DUT A. P. 93" ELE MAYER DICKY USED AT THE PRODUCED DUTCH DUT YAGUM LINE CENTRON VALVES aj weves small commons id antha coosse, standard for resalent seated gate valves. A Maneractured by Waterdus Common. D) TWO (2) TEC KEYD SHALL BE PROVIDED FOR EACH VALVE SIZE REQUIRED. G) BURED VALVES SHALL BE PROVIDED WITH VALVE BOXES AND THE OPPOATING BUT DIVAL BE EXTENDED TO WITHIN OF PLUE OR MANUS OF THE PROSICE GRADE. THE WALVE BOX COVER SHALL BANG THE WORLD STREET AND TOPEY WITH A DESCRIPTION, ARROY OLG TON IT. D) PRIORIDE CONCRETE COLLAR AROUND EACH DIVISION VALVE AND GAGE TAP

VACUUM MAIN SPECIFICATIONS

VACUUM SEASHED INSTALLATION A) DISTATE VACUUM DEWELDES IN ACCORDANCE VALUENGINGLING AND ARRACTS GUIDELINES C) ALL VACUUM SENKES SMALL DE LIUD TO THE LEVE AND GRADE WHIT THE LISE OF CONSTRUCTION LIKETION AND COMPARED. THE PIPE WASON INCO DED POSSAGED TO SLOVE COMMANDO SHALL BE REGISTED TO SLOVE COMMANDO SHALL BE ADMINISTED SHALL BE (I) RESIMENT THE INSECURTAL DIRECTIONAL DIRECTIONAL DIRECTION INTO (RIGHT) NOT ACCEPTABLE, URREST PRICH, WHITTEN ATTRIONAL IS DISANDED FROM THE CHARGET, BROWN OF DIRECTION APPRICATION THE OPERATION THE URBANICATION THE OPERATION OF THE OPERATION OPERATION OF THE OPERATION OPER A) A TIME BETMODHED VACUADEMANE ELECEP AS MARIE ACTURED BY ARVAD BEECURED FOR THE DELY VACUAL TESTINE. THE USE BEAL BEILD ELECT PARTIAISE CHART RECORDER, TO CHARTS, SHEEL IT, HOS MACHIEL CHARTS HE TESTING AND A VALVE BY TEST CONFECTION ARTH SERVER FLAVE AND CAMADOK ADMYTOR. D) A TWO (2) HOUR VACUUM TERTINESS TEST OF ALL SEWER MAINS AND LATERAL CONFECTIONS SHALL BE CONDUCTED DIRECT BLACKWOODINGS WITH ARVING DISTRICTIONS. C) A FARL FOOR (4) HOUR VARIOUS TICHNESS TEST OF THE COMPLETE VACUUM PPHIG RETWORK WILLIAM SHOULDING ALL DEWELTHAMM AND LATERAL COINCERDING SHALL BE CONDUCTED BY ACCOMMANDE WITH ARRAGE PROTECTIONS.

VALVE PIT INSTALLATION & TESTING VACUUM MAIN - INSTALLATION, LINE FLUSHING & TESTING

VALVE PIT INSTALLATION

A) INSTALL VALVE PITS IN ACCORDANCE WITH ARRIVAD INSTALLATION DISTRUCTIONS.

A) ALL YAMVE PIT STUD-OUT PIPES AND GRAWITY LATERALS BIGTALLED IN THE FUCUS BIGTH-OWNEY DHALL OF PROSOURE PATED PIPE SON 2). LODGE ON BOTH 40 PIPE. NON PRESSURE PATED FIFE AND FOAM COKE PIPE TO NOT ACCEPTABLE.

DITAGE OF STUD OUTS BUYLED BUYLED LIVER TO OR STRANGTURE AS BROWNED THE STANDING OF THE EXCENT AS THE PROCESS OF THE EXCENT AS CONTRACT TO THE RECOGNIZATION OF THE PROCESS OF THE PROC

B) CONDUCT SURP PRESSURE, TEST IN ACCORDANCE WITH ARRAG INSTRUCTIONS C) THE TOP OF ALL VALVE PTS SHALL BE FLITSHMIN THE PAVELENT DIT VINLENGE WITH PAVELENT, FLISH WITH THE FINANCE GROOD, TOP OF VALVE PITS LELVATION SHOWN AND REPRESENTATION AND MY WAYS DUE TO A GUILDI FEEL OCCORDITIONS.

CRAVITY SEWER PIPE (VALVE PIT STUB CUT PIPES)

B) PRIG. SDR 21 & SDR 26 ASTM 07241, SOH 40, AGTM 01764.

A) VALVE PIT TYPES, VALVE PITS SHALL BE PROVIDED BY THE FOLLOWING TYPES AND DEPTHS AS DEGRAN IN THE ENGINEER'S PLANS.

	ONE (ISP	ECE VALVE PITS	The second section of the second second
ASSIVAG MODEL NO	OVERALL DEPTH	DEPTH TO INVERT OF GRAVITY INLET - 4" STUS-OUT	DEPTH TO INVERT OF CHAVITY INCIT O' STUD-OUT
VP3030WT	SPECT	3.791	3798
VI JOONNI	6-1/2 FEET	5.20 A	5290

B) VALVE PIT COVERS, MODEL POSCO BY NECHALI FOUNDRY, CASTINGS SHALL MEET ASTM A-45 CLAUG 26 GRAY CAST BOOK THE WORDS "ARRAND SERVER" BHALL APPEAR ON FOR OF GOVERN IN TRALL LETTERNO. COVERS FOR THE ORE PICE VALVE RTS SHALL HAVE A CONCLAILO FICA HOLE AND ELANGMESTAIN

C) FLEXIBLE CONNECTOR AN ARRAND FLEXIBLE CONNECTOR SHALL BE USED TO CONNECT THE VALVE PIT TO THE 3" VACUUM SERVICE LINE.

D) ANTERIODY ARCY COLLAR. VALVE PET SHALL INCLUDE A FACTORY HISTALLED ARVAC IN LEG-

ET GNOMBLES, WALVE PITS SHALL INCLUDE THE NECESSIAY GNOMBLES FOR THE GNOWING HAS CORNECTIONS. ALL PIPES THAT PERSTIMATE THE VALVE PIT INFOLUCIO CHOMBLES SHALL BL. SOILZE, SIDE 26 CR SIGH 46 PROSSURE MATED PING PIPE, NO OTHER PIPE IS INCUPTIBLE.

F) STOPARNO, THE END OF THE STUD-OUT FIFE THAT PASSES THROUGH THE MAJE, HIT CHEMMAL I SHALL BE SEYLED, A STOP THIS SHALL BE USED TO ENRIFE THE PIPE DOLS NOT PROTHESIDE MORE. THAN 4" RISSOS THE COLLECTION SUMP WITH AN ALLOWADLE TO EDWARD. OF 1 MS.

G) VALVE & CONTROLLER INTERBAL BREATHER TYPE F, FULL PORT 3 INCHDIAMETER

H) IN-SUMP DISEATHER: ARWAY IN-SUMP BREATHER

I) FURNISHED: WIQUUM VILVEE & CONTROLLERS AND THE RESUMP DREATHER SHALL DE FURNISHED BY THE CONTRACTOR AS PART OF THE WALVE FIT PAGRAGE.

IN INSTALLED, WAZUMA WALVES & CONTROLLED AND THE IN TURB EREATERS SHALL DE INSTALLED BY THE CHINES VALVES SHALL NOT BE INSTALLED BY THE WALVE BY TUNITE AFTER THE HEMICONNER FOR INSTALLED THE 4" REWINDANE

IN MANUFACTURE IN VACUUM VALVE AND ACCESSORIES AS MANUFACTURED BY AFRICAC

AND ANCY

VALVE PIT SPECIFICATIONS

4 YOK COMPACING MINE BRAID WORE HE MODELLY PROCION (MASSIO 1-180), CAMPAIN, DIE OF MATARIA PROCION DESIGN PHILO MICE AND YOU OF MADARIA PROCIDE WEBSET PRIO NOCE SPALE OF DISSAIDS.

5. ALL PRICEMENT BE BACK PEED TO MEMBAR CHICAGORNIC COVER AND DUPON BEFORE AT SHALL REPORTED BID SCHOOL OF THE ORBIDE. 39 AN BE RECORDED COVER FORCE MAN SHOOLD BRIDE BY A CONFECTION SPECIFICATION, BIG 36" COVER SHALL HAVE PRECEDENCE.

B. ALL POLICIE, MATERIAL RECORD TON CONSTRUCTION PLANNING SHALL DE METRIED DE APPROXICION METER WHIT APPROXICIO DECELLER PREVENCION DEL DECELLER PROVINCION DE LES CONTRACTORS.

SHEDN/ORIZ MIND MADE BY IN SHIPMAN, REMPHIS FROM POINGE, BRIDE AND DECEMBED BALLE MINDS WHILE A MERGAN ROBINGHER, MEMORITER OF THE SHE HE WINDS OF THE SHE HAD BE CAMBED OF THE SHE HAD BE CAMBED.

8 CONTRACTOR SHALL OBTAIN ALL APPLICABLE PERMITS PRIOR TO COMMENCING WORK

INC. COLUMN CONT. CREATE ALL CONSIDERD DELETS, SIGNIFICA BE CITY OF MANAGEM, AND THE ENGREEN ALLEGE AS HEART, SE ADMINE, CO CONCERNMENTS.
AND MANAGEM. ALL ROCK AND INVINES SHALL BE WIRESSYD BY A REPRESENTATION OF THE CITY OF MANAGEMENT BY
AND ENGREENING OF THOSE.

TO COMMACTOR SHALL MESSAGE AN EXISTING STRUCTURES, INCLUDING BUT 1001 LIMITED TO FINENCE, PROJECTION, PRANTIES, AND CONCRETE TO PREDSHEDUCTION CONTROLLS.

TO BE CONTRACTOR SHALL COMPLY WITH ALL MAKES AND REGULATIONS OF THE STAIL, COUNT, AND COT AUTHORISES REGARDED CHECKING OR RESPECTING THE LEEF OF PARKET SPECTES OF MODIFIES.

12. EAST SHALL BE IND HARE NO THE WAD CAMPE MIN BETT IN DISK HERVEY ON MITT CONNACTED BED

13. CONTRACTOR SHALL PROVIDE MACHETIC LOCATION TAPE (6" DEEP) OVER PAC FIGE

15. ANY DISCREPANCIES DIN THE DRAWNESS SHALL HE BROWNER TO THE ATTENDION OF THE ENGINEER DEFORE COMMERCING WORK

IS CONDINATE ROLE WITH DRIVER TO MINING DEPORTED TO THE SWITCH STREET METHOD. SANIART SCREET SHOUL REMAY AS SERVED, THE SOCIAL THE S

12. DADARNE RELITATION AND CHILERATOR FOR PAY GARAITY STRUKS SHALL BE AS FOLLOWS. 150 GALLORS/FROM GARACTER/GAR. TEST SHALL BE ASSERBED FROM TO EPICHASTORY OF COMPLETE SHALL BE ASSERBED.

18. NO SUNCH SHALL BE CLOSER THAN 5' TO AN EXISTING PIEC FORCH FOLE WITHOUT ANHICHZATION FROM THE FLERBOA KING ELECTRIC CO.

19. ALL BASHMALER BERN PROPERTY LIBITS SHALL BE DANCED TO THE PROPERTY SAMEARY SCHEET COLLECTION STATUM. ALL EXCENT DEFAULT OFFICES, SEPTCEMENT, AND CENTERS SHALL BE PARTY OF A LECTICAL SAME DANCERS. AND CENTERS ASSOCIATED.

TO ALL COMPRETE STRUCTURES SHALL BE PARTED HIM THE THE COME OF BRATERFOOTHING FARM, SUCH AS KOPPLIES 300 HI ON APPROVED COURS. TOTAL MANAGEMENT DISCUSS SHALL BE TO MAS.

21 COMPAREDS SALE COMPARED WITH CHARLES A DISCUST OF MACADISM FOR TUSING OF SYSTEM. NO SEASO SHALL ENTER DISC PROPOSED SYSTEM WITH CHARLES FOR LUCK OF THE GOVERNMENT POINT HAS PROPOSED.

22. CONTRACTOR SHALL COORDINATE SHUT DOWN WITH THE CITY OF MARATHON

AT THE TOP OF ALL VADUAL PETS AND MAYE BOXES SHALL BE PLUGHINGTHE THE PARTMENT OR WHEN NOT BY THE PARTMENT PLUGHINGTHE PRESENCESHODE TOP OF VADUALITIES ELEVATION SERVIN ARE REPRESENTATIVE AND MAY VANY DIKE TO ACTUAL PELD CONDITIONS AND MAY WANT DIKE TO ACTUAL PELD CONDITIONS.

E) VACUUM SEWER MAINS SHALL BE SOR 21 PVG BINLESS SPECIFIED OTHERWISE

C) ALL FITTINGS 4 BYONG AND CREATER SHALL BE SOR 21 AND PROVIDED WITH FREBER TYPE GARRETS FITTINGS FOR 3" SERVICE LATERALS SHALL BE SOLVENT WELDED SONEDULE 49 PAGE

D) ONLY MUTABLE MATCHAUS PRIE FROM EXCESSIVE MOISTURE SHALL BE USED FOR FAL ON DAMPEL. CONTRACTOR SHALL REMOVE SOIL MATERIA, TOO WET TO PERMIT PROPER COMMITTION TO EPECIFIED DEMOSTLY, GIVEZIO MOI ALLONED TO ARTICHY.

BOND AND DRIVEWAY CROSSINGS SHALL BE OPEN CUT WITH SAWOUT JOINTS URLESS OTHERWISE NOTED.

DISTURBED DRIVEWAYS SHALL BE RECONSTRUCTED TO A CONDITION EQUAL TO OR BETTER THAN 115 PREVIOUS CONDITION.

G) CONSTRUCTION WITHIN TOURT-QL-MAY SHALL CONFORM TO THE BY AND ROUGH-DE-MAY USE STANDARDS.

IS USON COMMETTION ACCUPTANCE AND CERTIFICATION OF THE WACASS NAMES SYSTEM. THE PROPERTY OWNER SHALL REGISTED AND CERTIFICATION OF THE WACASS NAMES THE PROPERTY OWNER SHALL REGISTED AND CERTIFICATION TO MAKE THE CONTROL SHEET THE CERTIFICATION SHEET THE CASE OF SHEET TAKES ALTERIZED, AND THE SHEET PROPERTY OF CONTROL THE CONTROL THAT CONTROL THAT CONTROL THAT CASE AND CERTIFICATION OF THE CASE AND CERTIFICATION OF THE CASE AND CERTIFICATION OF THE CASE AND CONTROL THAT CASE AND CA

II VACUUM SEWER MAINE SHALL HAVE A MINIMUM COVER OF 30°, UNLESS OTHERWISE NOTED.

IN NEW OR REPLACED UNDERGROUND FACELITIES WITHIN THE RIGHT-OF-WAY SMALL BE IMPEDETECTABLE STRUZING APPROVED INDUSTRY STANDARD TECHNIQUES.

RESIDENCE WHILE THE RESPONSE HELT OF THE CONTRACTOR. THE CONTRACTOR SHALL COOPERANTE WITH THE ENGINEER FOR THEIR DRICCTION OF VANCING TESTING IS TO DECOMPACTED.

VACUUM SEWER NOTES - GENERAL

DAVID DOUGLAS ASSOCIATES, INC

5550 Overseas Highway

5550 Overcook Histwith Marathon Florida 3305/

City of Marathon Utility Department 9805 Overseas Highway Marathon, Florate 30050

Steve Hurley, Project Managor Phone, 209/337/3039 Email: Balbada engribbaucon

5/22/14 STATE OF

Table State of State

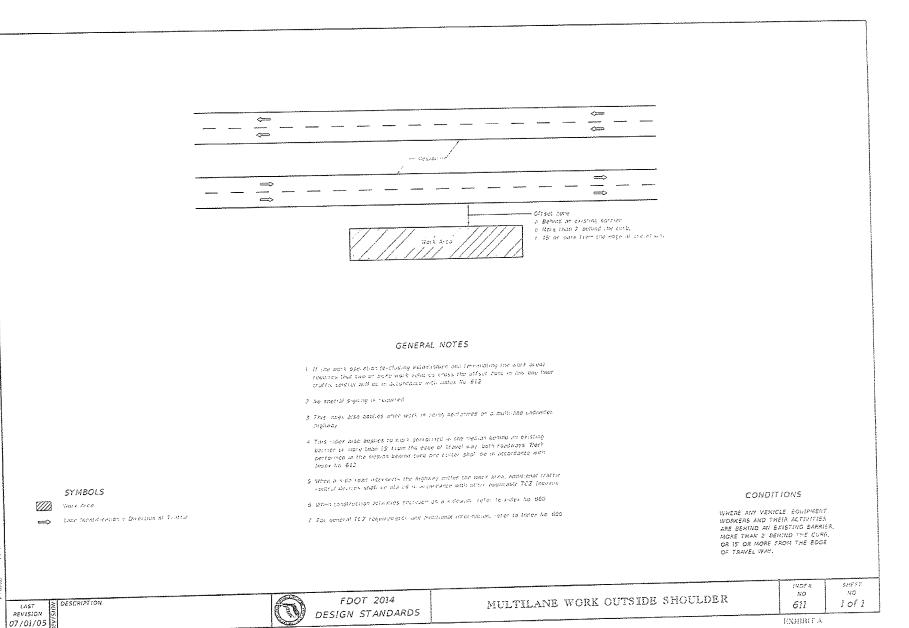
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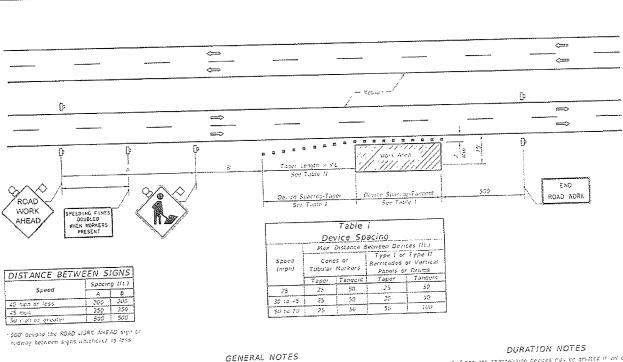
UTILITY NOTES

SHEET NO. 4 6 4

EXHIBIT A



E 22 m. 1



- 1 Signs and channelizing devices haven omitted it all of the following conditions are riel
- A Wars appraisons are 60 minutes of 1888 b Variation in the work sizes have bigh-intensity, intolling Hashno, oscillating, in strate lights operating
- Will Wight of Island shoulder in free Compress pared and appropriate with /
- S w Postan spect but thick!

Table II

Taper Length - Shoulder

191 (ft )

shidt Stildt Shidt

28 35 42

55 68 62

120 150 168

133 167 200

(23 217 260 187 233 280

At a congth or stronder takes in fort.

50 66

12"

8 16

40 72 99 107

55 747 183 229

50 166 266 740

sentence supplier while

Speed

(mph)

25

3,5

50

65

70

# SYMBOLS

Was Area

Sign With 181 X 181 (Pin ) Grange Flag And Type & Light

- Channelizing Device (See Intel No. 800)
- Wark Zone Sign
- Lang Tuentification + Direction of Traffic
- I if the work operation entrouches on the through traffic lanes or when tour or more work volucies only: the through traffic lanes in a one hour period teschiding establishing and terminating the work areas, a flagger shall be gravined and a FLAGGER sign shall be substituted for the WORKERS sign The Stagger shall be positioned at the point or vehicle entry or desarture from the Work Died
- 2. This TCC mike hise himters to wark entireard in the means more true 2 am iess toan 15 from the edge of travelless
- 3 When work is being mentarized on a swittlene undivided rigidary the signs parsells industry in the median ses stigue, shall be onlined
- a MORKERS signs to be received at fully covered when no work is being performed
- 5 SHOUNDER WORK sign may be used as an alternate to the worker simulation
- 6 When a side road intersects the highway within the TTC zone, adultional TTC dentes shot no placed in accordance with other applicable Tell linears
- 7 For general TCZ requirements and editional intermetian rater to lider to 600

# CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, ENCROACH THE AREA CLOSER THAN IS BUT NOT CLOSER THAN 2 TO

MORKERS OR THEIR ACTIVITIES THE EDGE OF TRAVEL WAY

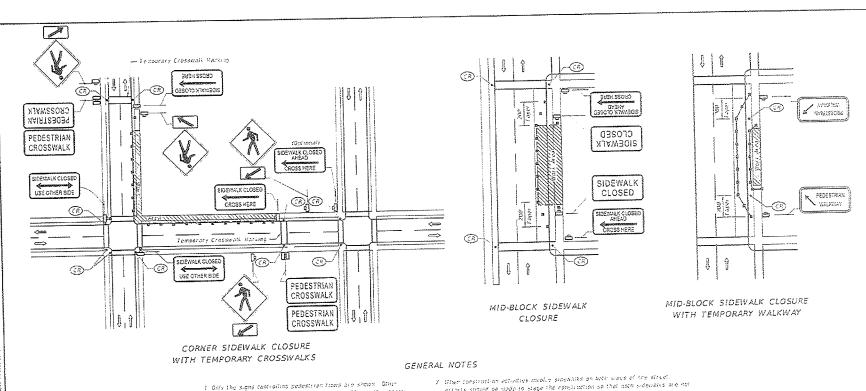
LAST REVISION 07/01/07

FDOT 2014 DESIGN STANDARDS MULTILANE, WORK ON SHOULDER

SHEFT INDEX 110 1 of 1 612

EXHIBIT A

Z DESCRIPTION



- 1 Only the signs controlling pedestrian froms are shown. Other work zone signs will be needed to common traffic on the sifeers
- 2 for shoring of traffic control devices and general TCZ requirements refer to index No 600. Maximum valering between barricades, vertical panels, Gruns or tubular markers small not pe greater that 25'
- 3. Street lighting should be considered
- a for nightime clusures use Type A Hashing warning lights on barricades supporting signs and clasing suboralks. Use Type C steady-burn lights on enamedizing devices separating the work area from vehicular treffic
- 5 Pepestrian traffic signal display controlling clased crassicoss shell be covered or deadtrated
- 6 Post Mountey Signs located near or adjacent to a sidential shall have a 7' numerous clearance from the bottom of sign to the sidował:

- erions should be made to stage the construction so that both sidemaks are not out of service at the same time
- 8 In the coepi that sincuriks on both sides of the second are closed, populations shed be quided around the construction zone
- 9. Temporary indicinary shall be a minimum of 4 wide with a maximum 0.02 crossstoon who a maximum CCS running slope between rungs Temporally malitybys uses than 5 in writin shall provide for a 5 . 5 wassing space of intervals out to creed 200 Temmerally rumps shall meet the recurrements for circl turner specifien in loses to 304 Temperacy waithout surfaces and ramps shall be scale, from sin resistant, and kept free of any obstructions and nazeros such as hales denris and, construction consument stored traterials oil
- 10 Temperary round and temperary crossauds manages shall be removed with respection of the sidemah, unless atherities noted in the ularis. At work and materiets associated with constructing temporary curb ramps and temporary crosswell, markings tempral and disposal of temporary curb ratios and remonrary crosswalk markings, and restoration to original condition shall be paid for as Maintenance of Traffic Lump Sun-
- It is necessive to constitutional channelizing dense shall be placed across the felt much or the closed sidewalk

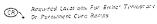
# CONDITIONS

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

# SYMBOLS



# Channelizing Device (See Index Vo. 600) Work Zone Ston



- Lene themsheation + Direction of Fraffix

- Pedestrian Langitudinal Channelizing Device

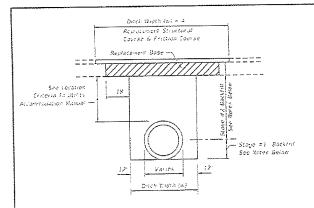
FDOT 2014 DESIGN STANDARDS PEDESTRIAN CONTROL FOR CLOSURE OF SIDEWALKS

SHEET woex NO 1 of 1 660

EXHIBIT A

LAST REVISION 07/01/13

Z DESCRIPTION



# FLEXIBLE PAVEMENT NOTES

# PAVEMENT REMOVAL AND REPLACEMENT

Payement shall be mechanically somed

The replacement asphalt shall match the existing structural and fruction courses for type and threshess in desprease with surrout FDSF asphalt mir specifications

The new base materials shall be other or the same type and composition as the materials removed or of equal or greater structural adequacy (See lader the 514)

# COMPACTED AND STABILIZED FILL OPTION

Socretal moternal shall be placed in accordance with Section 125 of the Standard

In Stage #1, construct compacted tal bonesth the habities of the give, using mechanical though suntable for this purpose. This compaction aboutes to the material disred temestic the naunthes of the urpe and suche any bedding

to Stage #2 construct compacted to along the sizes of the pipe and up to the bottom or the basewith the upper 12" receiving Type & Stauttention in how of Type & Stabilization, the Contractor new construct using Optional Base Group 3

# \* FLOWABLE FILL OPTION

If composition can not be achieved intengh normal performed performs then florid he life may

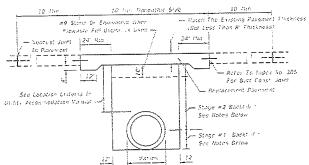
Flowable full is to be glaced in accordance with Section 171 of the Specifications, as approved by the Engineer

On not allow the utility being installed to final. If a method is provided to prevent Fotation from occurring. Steges #1 and #2 can be combined, if approved by the Engineer

In Stage #1 water florable fill manay on on both sides of the utility. Allow to harden before

to Stage #2 place Howable (4) to the bottom of the existing base course

# FLEXIBLE PAVEMENT CUT



## RIGID PAVEMENT NOTES

# PAVEMENT REMOVAL AND REPLACEMENT

High Early strength centent concrete (3000 psi) meeting the reconfenents of Standard Specification 346 short to used for read purement replacement

Parement shall be mechanically saved and restored to conform with existing saverment joints within 12 hours (See Dreek No. 305)

Any edges are sistem that is removed shall be replaced with the same lape movertals. Any earledness system that is compaged when he removed with saetheds and eved by the Engineer

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

In Stage #1, construct compasses fill warrach the haunches of the bigs. using mechanical tunes sentable for this perpose. This compaction applies to the material placed beneath the houndles of the page and above any beating

In Stage #2, construct full along the vides of the case and on to the botton of replacement pagement

# \* FLOWABLE FILL OPTION

It medianness commedium can out um semesem through agrinoi medisaacan mediumis tion timuable fill may be used.

Flowerie full is in be diecen in economics with Section 121 of the Specific Floris as approved by the Engineer

Do not allow the widty being installed to floot. If a rethol is provided to brevest Hotation from occurring. Stages #1 and #2 can be combined, if approved by

In Stage #1, place clandate to andway up on unit stack of the widity. After to monden before process Stage #7

In Stage #2 giner flowards for to the bottom of the stone farms

# RIGID PAVEMENT CUT

## GENERAL NOTES

- 1. The betons provided in this stantacy index apply to cases in which his actbare or recectional corrup methods are not required by the Engineer
- 2. Flancole sell shall not be alosed disently over loose at limit sensitive leadmoneyral (see faces \$65) which well couse seldement one to fill here's where highly compressible automa deeds, the country shall delicated of tionagle fell must be augmeeted to present magnetic settlement
- ). These certains on not apply to utility corn langitudinal by the centerium of the condition which may conside the additional use of geometries, since a leading and becklin, or other special recurrences
- 4. Nothing of construction must be expressed by the Empires
- 5. Some gape was require operal granular backful on to be waste too of your Committees that he required to encapsulate the special granular incommit-
- 5. Where assists concrety excitays exist cost full plan construct equivalent, the residences pareness should be an everlay constructed mentals, reconstruction sing The ordinar shall digith the pristing asphalt parament the boss of he restatement friction course sould much the uniting friction course over a structural condise rice by used in her of dense graded trulier tourse.
- 7. All shoulder parament, task, throught gutter, and then substructure, costa for by littley transit but construction shall be restained in still-
- 8. The use of flowable will be require the time tractic is taken of a facility in acceptable but most have crease appropriately the Engineer. Classical telesion is allowed gain when properly engineered for process recessings whilese straight or diagonal, and shall not be installed for significant deplies t lengths. The maximum length shart be firty (50) test and a misseum to discit sor 16) feet unless supported by an enemocrang decarries prepared in a registered professional propriet that specializes in your encounter. The engineering accurrent shall accross the evaluation of form procuring of tenimprovidud and spillaged potential
- 9 Exceptable themself till is to be used when the flavores fill option in

TRENCH CUTS AND RESTORATIONS ACROSS ROADWAYS

Z DESCRIPTION 6457 REVISION 07/01/12



MISCELLANEOUS UTILITY DETAILS

SHEET MOFX NO 1 of 3 307

PARIBITA

# 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

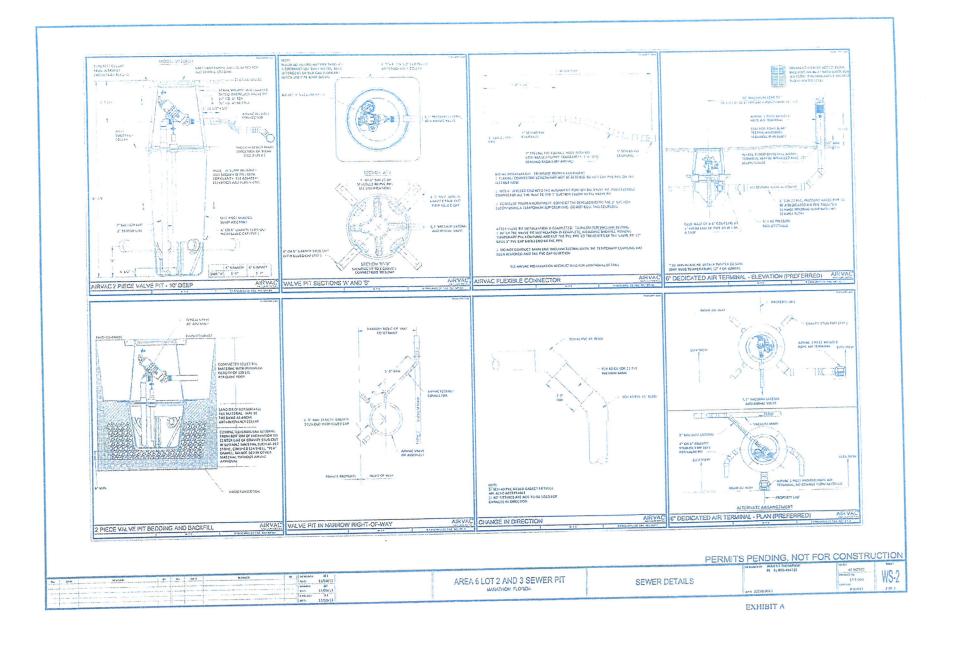
Prepared for: City of Marathon Utility Department 9805 Overseas Highway Marathon, FL 33050

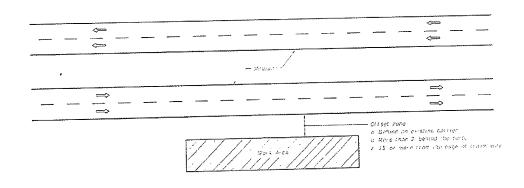
2014 Florida Department of Transportation, Standard Specification for Road and Bridge Construction and Design Standards take presidence for all work within the Right of Way.



	·			SAME OF SAMES PROMPSON	At BOTTO	bells
	No.   Column   Separate   So.   So.   So.   Column   Separate   So.   So.	AREA & LOT 2 AND 3 SEWER PIT	13755 & 13759 Oversea Highway	P4 - 81 W1G #54721	23 PT-CO:	CS
	Dieter 81  BM 37/1/1	MONTHON, FLORIDA	Marathon, Florida	metr 12/00/2045	9-54-CE3	CD
1	CACALO MI		To the state of th	STATE OF THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER.		

Exhibit A





#### GENERAL NOTES

- 1 If the reas apprecion textubing estimation, and termining the mark dead, running that two is more work relative class the affect zone is any one hour, traffic control will be in accordance with level No. 612.
- 2 No special suggests required
- 3 This lines also applies when work is reing performed to a multilane undivided nighear
- 4. This cases also modes to more sectorized to the median behind an existing time times are informed in ware personal to the controlled in many of extending between an more than 18 train the edge of trave, way, both radiables. Work personally in the median behind time and fuller shall be in accordance with Index No 612
- 5. When a side rapid intersects the highway within the work men, adoingbal traffic control devices \$1.80 to whited in accordance with white suppossible TCZ fractes
- B. When construction activities encreach on a sideback, refer to lines No. 660
- 7 For general ICZ requirements and eadin and intermedian refer to Iracs to 600

#### CONDITIONS

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

Work Area Leve Identification + Direction of Traffic

SYMBOLS

DESCRIPTION

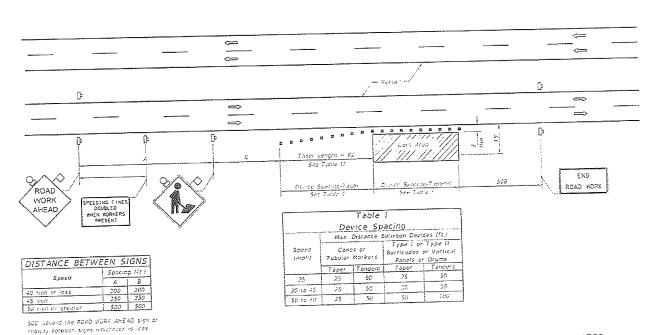


MULTILANE WORK OUTSIDE SHOULDER

MOEX SHEET NO I of I 611

EXHIBIT A

LAST REVISION 07/01/05



#### GENERAL NOTES

#### SYMBOLS

War wee

5-go with 18 7 18 (17m) Grange Flag And Free & Light

- Channelizing Device (Sec Index No. 600)
- were Zone Sign
- ⇒ Long blockfication + Direction of Traffic

DESCRIPTION

- I in the work operation entroaches on the through traffic lands or when 'our or more wars vehicles either the through traffic lanes in a one hour period terrinding establishing and terminating the work area) a (tagger stad) we provided and a FLAGGER sign shall be substituted for the WORKERS sign file Magazer shall be positioned at the goint of vehicle entry or departure from the
- 2 This YCE along also anomes to work performed in the median care than 2 out ires than 15 from the edge of traveleray
- 3 When work is being performed on a markthame unonsided roodwas the Stans normally mounted in the medianies shown shall be gootles
- 2 WORKERS signs to the removed or fully covered when no wark is being pertained
- 5 SHOULDER WORK styr mey be used as an alternate to the WORKER symbol stor
- & 4them a side road intersects the highway within the TPE zone, intertional TPE devices shall be placed in accornance with other applicable 122 Indexes
- 7 For general TCZ requirements and adultion of internation, solver to linder his dust

#### DURATION NOTES

- I Signs and changeliging devices may be armited it all as the concerning consistents are met
- a Mors openations are 60 masses or less
- b vehicles in the work seen base high-intervery, inhering, classing, oscillating or strepe behis occietion

- Table II Taper Length - Shoulder 35 110 Suecd Notes 8 10 12 (mph)Shidt Shidt Shidt 28 35 25 40 50 20 55 6H 52 35 72 90 18<sup>57</sup> 40 US 170 150 190 50 133 167 200 55 147 183 220 60 160 280 748 65 173 217 269 187 253 280
- payment shoulder while
- If alwaysh of society table a feet
- will wreath of total sharder to lest teaugeness paves and expoted use for
- S a Pasted speed and finds.

#### CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT WORKERS OR THEIR ACTIVITIES

ENCEGACH THE AREA CLOSER THAN IS BUT NOT CLOSER THAN ? TO THE EDGE OF TRAVEL WAY

REVISION 07/01/07

FDOT 2014 DESIGN STANDARDS MULTILANE, WORK ON SHOULDER

SMEET INDEX 14/2 I of I 612

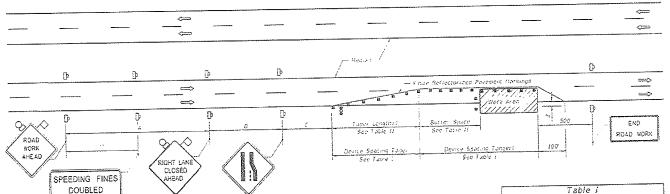


Table !!					
Buffer	Space	and Tag	per Length		
Speed	Buller Space	Taper Lesgia (12' Lutera:			
(moh)	Dist	1	Mates		
	((1.)	((C)	(Merger		
25	255	135			
30	200	160	1 25		
35	250	745	7.9		
40	305	330			
15	360	540			
50	475	400	! !		
.55	-95	386	1 2 55		
60	570	720	1 - 2.2		
65	645	780	j		
70	7,30	940			

DISTANCE BET	WEE	1 510	INS		
	Spacing (ff.)				
Speed	A	3	c		
ag sinn or less	200	200	200		
45 0000	350	350	350		
למים 50	500	500	500		
-SS mon er greater	2640	1640	1000		

WHEN WORKERS

PRESENT

- The ROAD WORK I MILE SIGN may be used as an alternate to the ROAD WORK AHEAD sign are the RIGHT (ASE CLOSED % MILE sign may be used as an elternate to the RIGHT LANE CLOSED AMEAD SIRE

500 peyand the ROAD WORK AMERD sign or andway actioned signs whichever is less

Sign with 18"x 18" (Fin )

Work Zone 5-gp

Scange Flag And Type S Light

Africace Warning Arrow Boord

Channelizing Dence (See linter to 600)

SYMBOLS

Work Area

## GENERAL NOTES

I Work operations shall be contined to one traffic lang depring the adjacent lang over to treff t

I On undivided highways the median signs as shown are to be enabled

3. When work is performed in the median lane on burdeo higherars, the champhrang device paints inverted and left fame clased and lane coas signs substituted for the right fame clased and line and signs

The same appares to undersided highways with the following exceptions

a work shall be contined within one median lane.

b Additional barricades comes, or drams shall be alaced along the centerline wanting the work area and across the training end of the work area

When work on undivided highways occurs across the contentine so as to entroach or bear measure lanes, the inverted plan is applied to the approach of both codenays

4. Signs and traffic control devices are to be required in accordance with INTERVITERAL VORK STOPPAGE petals takent Z of 2) upen no work is being personned and the minimay is open in traffic

5. The two charmolizing devices directly in transfor the work directly by control universell solution in the with most have high-intensity cotating, flashing, oscillation, or strong firsts near strong

6 When based shoulders having a winth of 8 ft or more are closed chanceliving beinges shall be used to close the Shoulder in advance of the morging times to direct vehicular training to remain within the travel stay See Index the 612 for shoulder laber formulas

I when a side rand intersects the replicar antihe the TTC rune, additional TTC decises shall be placed in accommence with other accidence TCZ incexes

8. This TCZ also coes not eaply when work is being performed in the middle lane's) of a six or more time Inghway See Index No 614

9 For general TEZ requirements and additional information, refer to Index No. 600

		Table	2 1	1	
	De	vice S	pacing		
	Max	Distance	Between D	oviços ((C)	
Speed (mph)	Cones or Tubular Markers		Type I or Type II  Barricades or Vertical  Panels or Drinns		
	Taper	Tancent	Taper	Tangent	
25	25	50	25	50	
30 (0 45	25	50	30	50	
50 in 70	75	50	50	100	

While Befree Space camput by Attacast due to geometric constracts, the properly accompanie reports shall be used But not less than 200 ft

For fateral transitions since than 17 was

c - Length of Coper in Fret Wie Width or lateral transition relies

5 = Pasted sceed hard trapely

#### DURATION NOTES

1. Temperary white eagetime may be desired for work operations less than 3. consecutive carangar wark

2 For work operations by to approximately 15 curates, signs, charme using decises erron board and bidder south war be notited it all of the following conditions are sect

a Speed limit in 45 mon or 1044

b. He sight obstitutions to vehicles approaching the wors where at a disconticount to the putter space and the tages length tembers

e Volume non complexity of the continey has been considered

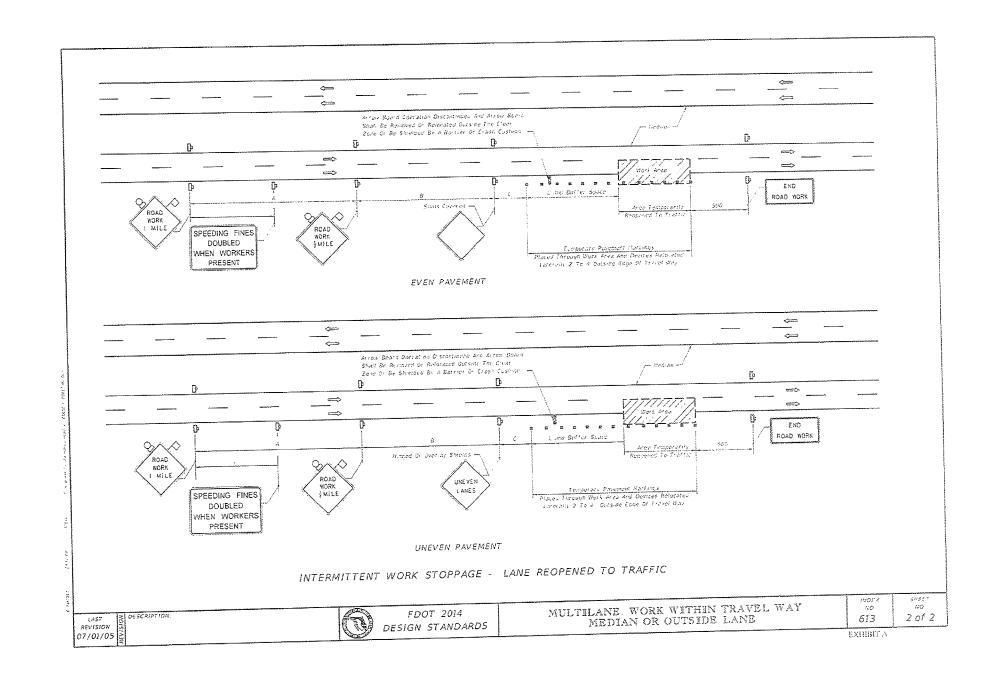
# The closes face is occupied by a class 5 or larger, mention but, crucked with a managem grass weight security raining (GIVAR) or 16,001 (b) with high-interesting rotating flanding, exciteting, or strong loans counted above the cap neven and contained

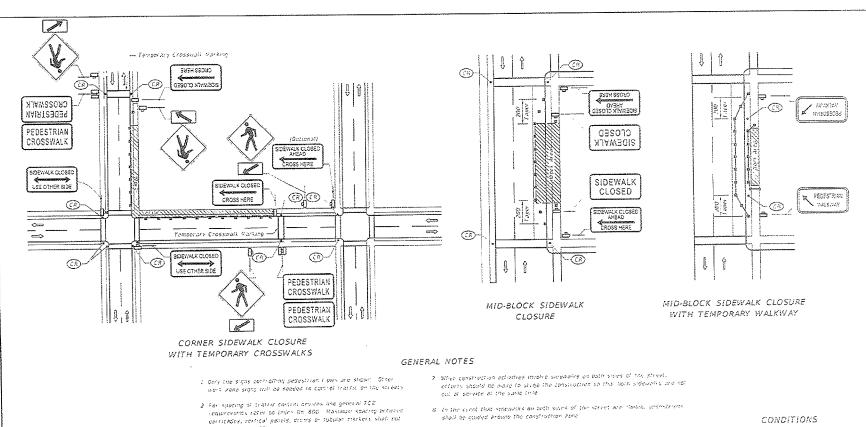
3 For work oppositions up to 60 mondes, errow source and walter space may be constent if conditions at b, and t in QUEATION ACTE 2 are not, and vehicles in the work area have high-intensity. retating tracking escillating, or scrobe lights operating

#### CONDITIONS

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

ŝ		MOEX	SHPET
-	FDOT 2014 MULTILANE. WORK WITHIN TRAVEL WAY  REVISION OF DESIGN STANDARDS MEDIAN OR OUTSIDE LANE  07/01/09   2	NO 613	1 of 2
	REVISION O7/01/09 2 DESIGN STANDARDS MEDIAL OR COLUMN	EXHIBIT A	





#### SYMBOLS

- Work Aced
  - s Channellaing Device (See Iree: No 600)
- | Werk Zone Sign
- Recurred Lecations For Either Temporory Or Personnet Care Remas
- was take the militration Direction of Traffic
- Burd Penestrian Longitudinal Chambelsking Dende

- ce prester than 25'
- 3 Street lighting should be considered
- 4 For nighttime closures use Type A flashing warning lights on narrichies supporting signs and closing sideworks. Use Type C steady-been lights on thannelizing decices separating the work aree from versitable treffic
- 3 Pagaistrian traffic signal display controlling charge crassically stant be covered or Seactivities
- 6 Post Mounted Signs located near or adjusent to a sidenalic shall have a 7 minimum clearance from the bottom of sign to the sidenal.
- 9. Temporary well-amps shall be a minimum of 4 mos with a maximum 0.62 Cross stoce and a maximum 0.05 running slage between runns. Temporary walkways was than 5 in with shall provide for a 5 t 5 massing space at intervals not to exceed 200. Temperary ranges shall meet the requirements for curb ranges specified in todes to 304 Temporary walkings surfaces and ramps shall be stoble, from storesistant, and kept free of any obstructions and hazares such as notes, depris, nup, construction equipment, stored meterials, etc.
- 10 Temperary camps and temperary trusswale warkings shall be removed with recogning of the sidewalk orders otherwise noted in the plans. All work and materials associated with constructing temporary runb ramps and temporary crosswalk markings, runnival and disposal of temporary curb racios and temperary tresswork markings, and restoration to original consiston shall resous for as Maintenance of Traffic Lune Sum
- 11. A pedestrian lengitalinal channelizing dexite shall be sheed across the fell

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

width of the closed c-devials

REVISION 07/01/13

FDOT 2014 DESIGN STANDARDS PEDESTRIAN CONTROL FOR CLOSURE OF SIDEWALKS

SHEET INDEX NO 660 1 of 1

EXHIBIT A

LAST

DESCRIPTION

#### FLEXIBLE PAVEMENT NOTES

#### PAVEMENT REMOVAL AND REPLACEMENT

Payement shall be mechanically sawer

The replacement asolieit shall maked the existing structural and fraction courses for type and thickness in accordance with current FDG7 asphali mix smechications

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

#### COMPACTED AND STABILIZED FILL OPTION

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

In Stage #1, construct compacted fill beheath the baynehas of the nine, using meritanical tanges suitable for this margest Time emphation applies to the material placed lepositi the naturalities of the pipe and above any bedding

In Stage #2 construct Conserted but along the sides of the once and us to the viction of the hardwidth the upper  $12^{\circ}$  encounts True 8 Stabilization. In they of True 8 Stabilization. the Contractor way construct using Optional Sase Group 3

#### \* FLOWABLE FILL OPTION

If competium can not be achieved through normal mechanical motivous than Danable full may

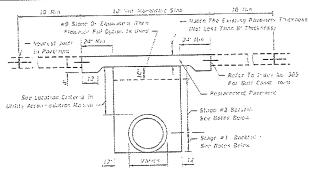
Figurebre fill is to be placed in accordance with Section 121 of the Specifications, as peoroved by the Engineer.

De not allow the clusty being installed to them. If a method is provided to prevent rigidation from occurring. Stages #1 and #2 can be combined, it approved by the Engineer.

In Stage #1, place Homobile till increase up on both sides of the utunty. Allem to haiden befork placing Stage #2

in Stage #3, place thomassic fill to the battom of the existing base course

#### FLEXIBLE PAVEMENT CUT



#### RIGID PAVEMENT NOTES

#### PAVEMENT REMOVAL AND REPLACEMENT

Small early strength coment concrete (3000 psi) meeting the restorements. of Standard Specification 246 shall be used for rigid purenont regionen unt

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

#### GRANULAR BACKFILL

Any edgeds and system that is removed shall be replaced with the same type materials. Any edgestion system that is capaged short be recorded with methods approved by the Engineer

fill material shall be placed in accordance with the Scanning Specifications Fill material shall be special select soil in ascordance with lodes he 395

In Stage #1, construct compacted fill beneath the baunches of the pipe. using mechanical turns sestable for this our pose. This composition applies to the material placed venenth the naurones of the urge and above any heading

In Stage #7, construct ful along the sides of the proc and up to the porton of replacement pavenus

#### \* FLOWABLE FILL OPTION

If mechanical compaction can not be achieved through partial mechanical electrons then flowarie full may be used

Floweste fill is to be discense accompance with Section (2) of the Sugarfications as approved to the Engineer

Do not allow the utility nersy installed to flust. If a method is province to provent floration from accurring. Stages int and in7 can be combined if accrosed in the Eppineer

In Stage #1, place tiewable for memory on no both sides of the oliving. About to Randon before placing Stage #2

to Stage #2 pince from able follow the mentam of the stone fayor

RIGID PAVEMENT CUT

#### GENERAL NOTES

- I The because provided in this standard house Jupy to cases in which how and there or oursettenal herman methods are not required in the Engineer
- 2. Prompble full should not be ploted directly over loose or high what a britain meterial (see Index S0S) which will cause solutenam are in the wend! Where impuly companies whereast existing the ordinal experience of tionnals for most be engineered to prevent payeard settlement
- 3. These certains on not apply to others cars lemmacated to the certain the of the community which may require the meaning whose of gentlember spring become and backing or other special requirements
- 4. Helhod of construction must be Anaroven by the Engineer
- 5. Some gratings regular special granular betalest on to all elegentics of permitted Depressions may be required to enclassible the precief of unifor more of
- 6. Where asknow consists everlops caust over hell slan covered justice in the replacement parament shell have an everton constructed over the remarkenest stab. The overlay shall match the existing asphalt to event thickness. The replacement friction course shall watch the existing friction course cotton structural course may be used in heal of heave grazed follows than si
- 7 At simplical community corp, curb and motter, and their smoothestary expectation by attlicy trench our construction shall be restored to hims
- 8. The use of Howards to be specified that the tores of a facility s accountly but must have prior construct by the Energies. Flexible fill was it should aris when properly engineered for coverient crossings in titled straight or diagonal, and shall not be installed for eightfram deputs v. lengths. The maximum length shall be titly (S0) teen and a maximum death of six (6) feet unless supported by an engineering document previous? ( a registered professional engineer that preciatives in sails encincering. The engingeria, document shell address the evaluation of local greate into I auincerruption and settlement notential
- 9. Presentable Countrie I-B is to be used after the Countrie I-B online in

TRENCH CUTS AND RESTORATIONS ACROSS ROADWAYS

Z DESCRIPTION 6.457 REVISION 07/01/12



FDOT 2014 DESIGN STANDARDS MISCELLANEOUS UTILITY DETAILS

SHEET MOE A 210 1 of 3 307

EXHIBIT A

## EXHIBIT "B"

# APPLICATION FOR PAYMENT

# Application For Payment No.

To: From: Agreen Projec	t:	City of Marathon	
City's For W	Agreen ork acc	nent No. omplished through the date of:	
1. 2. 3. 4. 5.	Origin Net ch Currer Total Retair Total Less p	nal Contract Price: nange by Change Orders and Written Amendments (+ or not Contract Price (1 plus 2): completed and stored to date: nage (per Agreement):% of completed Work:% of stored material: Total Retainage: completed and stored to date less retainage (4 minus 5): previous Application for Payments: THIS APPLICATION (6 MINUS 7):  and Documentation:	\$\$ \$\$ \$\$ \$\$ \$\$
Control The upon actor disprior mater Applintered inder cover	ractor's indersigneount of scharge Application ication	Certification:  gned Contractor certifies that (1) all previous progress p of Work done under the Agreement referred to above ha Contractor's legitimate obligations incurred in connect ations for Payment numbered 1 through inclu d equipment incorporated in said Work or otherwise for Payment will pass to City at time of payment free an d encumbrances (except such as are covered by a g City against any such lien, security interest or encu this Application for Payment is in accordance with the	ayments received from City we been applied on account tion with Work covered by sive; (2) title of all Work, listed in or covered by this ad clear of all liens, security Bond acceptable to City mbrance); and (3) all Work
Date		Contractor	
By:_			

State of County of	· controlled to
Subscribed and sworn to before me this day of	of, 20
Notary Public My Commission expires:	-Alexander
Payment of the above AMOUNT DUE THIS AP	PLICATION 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 U		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.			S		\$		\$	\$
TOTAL			\$		\$		S	S

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	ng change to the Agreement:
The Work as set forth in the Agreeme forth on Exhibit "1" attached hereto a	nt is hereby amended to include the items set and by this reference made a part hereof.
costs, expenses, overhead, and profit, and at that the Contractor may incur in connection any other effect on any of the Work under agrees that (a) the Contract Price of \$	and complete compensation to the Contractor for all my damages, and/or time adjustments of every kind with the above referenced changes in the Work, and the Agreement. The Contractor acknowledges and under the Agreement will be [unchanged] the schedule for performance of Work will be der. Contractor expressly waives any claims for any extensions in connection with the above-referenced appressly modified, all terms of the Agreement shall wer the performance of, and payment for, any work not defined in this Change Order shall have the
By signing below the parties indicate accepta	nce of this Change Order as set forth herein.
The Surety Agrees that this change order	ETY TO CHANGE ORDER is not a cardinal change and if the Change Order ount, then the penal amount of the payment and increased by the dollar amount of this Change Order.
Surety's Name and Corporate Seal	)
By: Signature and Title	Attest:Signature and Title
Signature and Title	Signature and Title

## City of Marathon

## Contractor

Ву:	-		
Name:	Name:		
Title:	Tit	le:	AND AND AND THE TOTAL CONTROL OF THE PARTY O

## 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 C	hange <sub>.</sub>	
(3)	Total Proposed Change in Contract Price		
(4)	New Contract Price (Item 2 + Item 3)	b-	
(5)	Original Contract Time		
(6)	Proposed Change in Contract Time	1	
(6)	Current Contract Time (Adjusted by Previous C	nange	Mental Market Control of Control
(7)	Total Proposed Change in Contract Time		
(8)	New Contract Time (Item $6 \pm Item 7$ )		
(9)	Original Contract Substantial Completion Date	,	-2441
(0)	New Contract Substantial Completion Date	_	

		CHAN	GE ORDE	R HISTOR	Υ	
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:	
14-010-010-010-010-010-010-010-010-010-0	
and the state of t	
\$ 1.2 (MANUTED NO. 1974)	
A STATE OF THE STA	
AND THE RESIDENCE OF THE PROPERTY OF THE PROPE	Large and a management of the second and a large se
The cost breakdown is as follows:	
WORK ITEM DESCRIPTION	PRICE
WORK TIEW DESCRIPTION	\$
	\$
	\$
	\$
	8
	\$
	\$
TOTAL	3

## EXHIBIT "D" PAYMENT AND PERFORMANCE BONDS

(The Statutory Payment and Performance Bonds and the covered amounts of each arc 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
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 ROND is that if the Contractor:

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.

N WITNESS WHEREOF, this instrument is exec	outed this theday of	, 20
WHEN THE CONTRACTOR IS AN INDIVIDU	AL:	
Contractor Name:		
signed, sealed and delivered in the presence of:		
Witness)		
	(Name and Address)	
(Witness)		
WHEN THE CONTRACTOR OPERATES UNI	DER 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		
Corporation	n Name:	
•		
Signed, sea	led and delivered in the presence of:	
		Corporate Seal
	Secretary)	
SURETY		
Surety		
lts:		
Signed, sea	aled and delivered in the presence of:	
(Witness)		(Name and Address)
(Witness)		(Name and Address)
ATTORN	IEY-IN-FACT	
Name:		
NOTE 1:	Surety shall provide evidence of sign Attorney.	nature authority, i.e., a certified copy of Power of
NOTE 2:	If both the Principal and Surety are be affixed and attached.	Corporations, the respective Corporate Seals shall
NOTE 3:	Surety shall include evidence that Ag	gent/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.

#### 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
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:

## THE CONDITION OF THIS BOND is that if the Contractor:

- 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
- 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
- Pays City all other amounts due City by Contractor because of a default by Contractor under the Agreement; and
- 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 exec	cuted this theday of	, 20
WHEN THE CONTRACTOR IS AN INDIVIDU	IAL:	
Contractor		
Name:	The Annahart of Contract of Co	
(Witness)	(Name and Address)	
(Witness)		
WHEN THE CONTRACTOR OPERATES UNI	DER A TRADE NAME:	
Contractor Name: Business Name:		
Signed, sealed and delivered in the presence of:		
(Witness)		A PARTITION OF THE PART
	(Name and Address)	
(Witness)		
	(Name and Address)	

## WHEN THE CONTRACTOR IS A CORPORATION:

The state of the s	A STATE CONTROL OF THE CONTROL OF TH
Contractor	
Name:	
Its:	
Corporation Name:	17 mm m m m m m m m m m m m m m m m m m
Signed, sealed and delivered in the presence of:	
	Corporate Seal
(Corporate Secretary)	
Name:	
SURETY	
Surety	
Name:	
Its:	AND THE RESIDENCE OF THE PROPERTY OF THE PROPE
Signed, sealed and delivered in the presence of:	
(Witness)	(Name and Address)
(Witness)	(Name and Address)
ATTORNEY-IN-FACT	
Name:	
NATE 1. Swat shall mavide evidence of sic	mature authority, i.e., a certified copy of Power of

- 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, Merathon, Florida 33050 www.ci.marathon.fl.us

## ADDENDUM NO. 1

Issue Date: July 25, 2014

Project Name: 1713 43-0-2014, Multiple Sewer Connections B

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 RECEIL	'- SUBMIT WITH BID	
Recipient Signature: Print Name: Firm:	Un State CHAIS GREATTEN	
Date:	Keys Contracting Services \$-15.14	(4.41 <sub>1</sub> ),
	935 107th St Gulf	

Marathon, FL 33050

#### SECTION 00300 BID FORM

BID FROM:	
Company:	KEYS CONTRACTING SETZUICES
Address:	935 1078 St. G
	MARKETHON ICH
Phone/ Fax:	305.743.7080 305.743-7079
. ()()))(2	recolling a son a second and the control of the con

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

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.

Addendum No.	Addendum Date
J. J.	m. 25. 16
grant and described the feet of the control of the feet of the control of the feet of the	ALTO THE STATE OF
	was provided as the provided to the provided t

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.

Section 00300 Page 1 of 7

- 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 configuous 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.
- 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.
- 1. 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;
- 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.

MM

## Bid Item No./I) escription

## Lump Sum Price

## Details as described on the attached Plans and Specifications

TEM	UNIT.	AMOUNT
	Company of the Compan	
r 12758 & 12780 Overcese Hway	ILS	18 19,710-
2, 2888 Overseas Hway.	ILS	8 Le, 240
3. 5550 Overseas Hway	ILS	\$ 17560-
TOTAL	Lump Sum	\$ 55,51000

TOTAL BASE BID:
s filly live thousand five budged by of Jax (Dollars)
Bidder will complete the work in accordance with the Contract Documents for the Total Base Bid itemized above.
SUBMITTED on
State Contractor License No. 6661521156 CFC 1427749 (If applicable.)

If Bidder	is:	
An Indiv	र्विषयी	
N	ame (typed or printed):	ac a
B	y:(SEA	L)
	oing business as:usiness address:	
Pl	hone No.: FAX No.:	····
A Partne	ership	
j>;	artnership Name:(SEA	AL)
В	By:	ign)
	Name (typed or printed):	The state of the s
P	'hone No.: FAX No.:	
B Name (t)	Corporation Name:    Constant	
	Attest Joseph Gradu- (Signature of Corporate Secretary)  Business address: 935 1074 %. G.  Makarten 426. 33050  Phone No.: 305.743.7080 FAX No.: 305.743.76	

End of Section

Date of Qualification to do business is \_\_\_\_\_\_

Section 00300 Page 5 of 7

## SECTION 0300A CONTRACTOR'S BED 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.

		mitials
1.	Bid Form – (section 00300) filled out completely including  - Addenda acknowledgements	
	<ul> <li>All pricing</li> <li>Properly signed and scaled</li> </ul>	Na.
2.	Contractor's Qualifications Statement -(section 00300A) signed and notarized	<u> </u>
3.	Bid Security -(section 00301) bid bond, or eashier's check signed and sealed	e de la companya de l
4.	Acknowledgement of Conformance with O.S.H.A. Standards(section 00650) - signed and witnessed	<u> </u>
5.	Trench Safety Form - (section 00300B) signed and witnessed	<u>Dye</u>
6.	Evidence of Insurability	
7.	Copy of the contractor license(s)/state certification(s)/local registration(s) required to perform the Work (if any),	Lor
8.	Certification of Non-segregated Facilities -(section 00640) signed	<u> </u>

#### SECTION 0300B 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
"	Fotal: \$ 9000 ***
Bidder acknowledges that this cost is included in Base Bid. Failure to complete the above may resu	the applicable items of the Bid and in the Total It in the bid being declared non-responsive.
The Bidder is, and the CITY and ENGINEER as safety precautions, programs of costs, of the mea reasonableness of cost, sequences of procedure including but not limited to, compliance with any Fla. Stat. cited as the "Trench Safety Act". Bid responsible to determine, if any safety or safety but not limited to, the "Trench Safety Act".	ins, methods, techniques or technique adequacy, its of any safety precaution, program or cost, and all requirements of Section 553.60 et. seq., ider is, and the CITY and ENGINEER are not,
Witness Signature	Bidder's Signature
	Cour Gunger
Witness Signature	Printed Name
	Title
8.15.14	E-15.16
Date	Date

#1048833 v1



RICK SCOTT, GOVERNOR

GENERAL CONTRACTOR KENLAWSON, SECRETARY

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

oroansanomiser

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

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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

## SECTION U0640

# CERTIFICATE OF NON-SEGREGATED FACILITIES

CHANGE AND COMPANY AND SOME ASSESSMENT OF THE COMPANY OF THE COMPA	
We, Keys Control Cing Semice? Certify that we do not and will not maintain or provide for or segregated facilities at any of our establishments, and that we depermit our employees to perform their services at any location, where segregated facilities are maintained. We understand and of this certification is a violation of Equal Opportunity cla	o not and will not inder our control, serve that breach
Executive Order 11246, amended.	
As used in this certification, the term "segregated facilities" n	ncans any waiting

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.

Date:

Section 00640
Page 1 of 1

## SECTION 60656 ALT NOWLEDGEMENT OF CONFORMANCE WITH O.S.H.A. STANDARDS

TO THE CITY OF MARATHON

responsibility for comphance with all requ	included: hereby acknowledge and agree that as well of the Federal Occupational Safety and Health Act of tealth regulations, and agree to indemnify and hold harmless the consultants against any and all legal liability or loss the CITY, tants may incur due to failure to comply with such act.
ATTEST	CONTRACTOR  By: Un Spattle  Title: Programmer
B. 15. 14 DATE	END OF SECTION  Solvential Control of the Control o

# 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.

١.	Please describe your company in detail.
	Genous Confusion & Stately/Phrone, Confusions
2.	The address of the principal place of business is:  935 1078 65 604  MARKATHON, 500 36050
3.	Company telephone number, fax number and e-mail addresses:  \$05-743-7056 \$05-743.7079
4.	Number of employees:
5.	Number of employees assigned to this project:
6.	Company Identification numbers for the Internal Revenue Service: 20-
7.	Provide Monroe County Occupational License Number, if applicable, and expiration date:
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	

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

Project Name				groot angeween gang gerara an digi ka terrandah at dibibbah sa					
Contact Person	Andrew Art and the second seco		and the second s						
Address			Appears and the second of the						
Telephone No.	And the second s								
12.3									
Project Name			NAME OF THE OWNER OF THE OWNER OF THE OWNER.	garagan and a second of the se					
Contact Person			CONTROL TO SECURITOR SECUR						
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many house, and an extension									
Continue list on insert	sheet, if necessary.)								

14.	Has the Bidder or its representative complete plan for its performance?	: inspected the proposed pr	roject site and does the Bidder have a
15.	Provide a list of subcontractor(s) provide more than 10% of the valu	and suppliers you inten e of your Total Base Bid .	id to utilize on the Project that will
W	DContractor/Supplier Name  U7  U/BC  ZardobU5 (LSquacti		Work to be Performed  ALATERIALS  METERIALS
The j the p	foregoing list of subcontractor(s)/suprior written approval of the City Manu What equipment do you own the fixele of the City will be the fixel of the color of t	ager.	ed after asvard of the contract without  Vork?
17.	What equipment will you purchas	se for the proposed Work?	por 6
18.	What equipment will you rent for		dardy

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.
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.
21,	Provide names, addresses and telephone numbers of at least three vendor credit and bank references or lines of credit.
(1) part of the color	

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.)							
	22.1 The correct name of the Bidder is:  Let's Am Haparan Seculos INC.							
	22.2 The business is a (Sole Proprietorship) (Partnerstip) (Corporation):							
	22.3 The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:  3. CLAIS GARTION LAURA & GROTTON							
	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.							

STATE OF FLORIDA COUNTY OF MANAGE

REMINICATOR BUG AND CHOURD HOLDER SEE SU O	before me this 13 day of 105037, 2014 by smally known to me or who has produced as ath.  al, this 15 day of 109057, 2014
wie istas in a man and achem se	(NOTARY SEAL)
	(Signature of person taking oath)
	J. CHRIS GRATTON WITHOUTH
	(Name of officer taking oath) typed, printed or stamped
	Passon 2006
	(Title or rank) "11,000 152111111111111111111111111111111111
	(Serial number, if any)

ALECHEIA WILLIAMS
MY COMMISSION & FF 130741
EXPIRES: June 9, 2018
Bonded Tim Budget Notary Services

Meiheir Williams

Section 00301 Page 7 of 7



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/15/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR MEGATIVELY 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(les) 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) CONTACT HOUSE | FAX | (A/C, No): Kelly White & Associates Insurance, LLC P.O. Box 350909 ADDRESS INSURER(S) AFFORDING COVERAGE FL 32235 Jacksonville INSURER A: INSURED INSURER B : Keys Contracting Services Inc. INSURER C Amtrust North America 935 107th Street Gulf INSURER D: INSURER E FL 33050 Marathon INSURER F REVISION NUMBER: COVERAGES CERTIFICATE 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 POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) ADDESUBR OWN DAME LIMITS TYPE OF INSURANCE POLICY NUMBER COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMP/OP AGG POLICY OTHER: COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY BODILY INJURY (Per person) ANY AUTO ALL OWNED AUTOS SCHEDULED BODILY INJURY (Per accident) PROPERTY DAMAGE. (Per accident) NON-OWNED HIRED AUTOS AUTOS UMBRELLA LIAB EACH OCCURRENCE OCCUR EXCESS LIAB AGGREGATE CLAIMS-MADE RETENTIONS DED X PER X OTH-Includes USL&H WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 1,000,000 ANY PROPRIETORIPARTNERIEXECUTIVE OFFICERIMEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT 06/20/2015 06/20/2014 Y WWC3097118 1,000,000 E.L. DISEASE - EA EMPLOYEE 1,000,000 f yes, describe under DESCRIPTION OF OPERATIONS below EL DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 183, Additional Remarks Schedule, may be attached if more space is required) CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. City of Marathon 9805 Overseas Hvw AUTHORIZED REPRESENTATIVE FL 33050 Marathon



# CERTIFICATE OF LIABILITY INSURANCE

DAYE (EREUDDAYYYY) 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(les) must be endorsed. If SUBROGATION IS WAIVED, subject to

the terms and conditions of the policy, certificate holder in lieu of such endorse	certei emeni	n po V(s).	dicies may require an en				Catturate coap not co.	**************************************	Bires en com
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		Mel E Montagne
		2 - 200 0000 1COOD COODORATION All rights reserved

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