

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: November 16, 2011

Division: County Administrator

Bulk Item: Yes

Department: Airports

Staff Contact Person/Phone #: Peter Horton, 809-5200

AGENDA ITEM WORDING: Approval to award bid to, and to negotiate a contract within the project budget, with Bella Construction for the Elevator for Baggage Make-Up Area at the Key West International Airport.

ITEM BACKGROUND: The Notice of Calling for Bids was published on September 9 & 10, 2011, with the Bid opening held on October 12, 2011. Three firms submitted bids: The Whiting Turner Contracting Company; The Morganti Group, Inc.; and Bella Construction. All three bids were higher than the project budget available, so we are seeking to negotiate with the lowest bidder, Bella Construction, to bring the contract costs in line with our funding.

PREVIOUS RELEVANT BOCC ACTION: 9-15-2010, Item C-27 - approval to prepare plans and specifications for the installation of a baggage handling elevator at Key West International Airport.

CONTRACT/AGREEMENT CHANGES: New agreement

STAFF RECOMMENDATION: Approval.

TOTAL COST: TBD **INDIRECT COST:** NA **BUDGETED:** Yes

DIFFERENTIAL OF LOCAL PREFERENCE: NA

COST TO COUNTY: None **SOURCE OF FUNDS:** FAA/operating

COST TO AIRPORT: TBD (5% match)

COST TO PFC: None

REVENUE PRODUCING: Yes _____ No X **AMOUNT PER YEAR:** NA

APPROVED BY: County Attorney NA OMB/Purchasing NA Risk Management NA

DOCUMENTATION: Included X Not Required _____

DISPOSITION: _____

AGENDA ITEM # _____

**BUDGET AND FINANCE DEPARTMENT
PURCHASING OFFICE
TABULATION SHEET**

OPEN DATE: OCTOBER 12, 2011 AT 3:00 PM,

TITLE: ELEVATOR FOR BAGGAGE MAKE-UP AREA KEY WEST INTERNATIONAL AIRPORT

RESPONDENT	BID BOND	BID AMOUNT
THE WHITING-TURNER CONTRACTING COMPANY	5%	TOTAL BASE BID \$ 429,000.00
THE MORGANTI GROUP, INC.	5%	TOTAL BASE BID \$ 420,000.00
BELLA CONSTRUCTION	5%	TOTAL BASE BID \$ 280,000.00

Bid Committee Present: Carlos Victores - Purchasing Office

Members of the Public Present: None

I hereby certify that this is a true and correct copy of said bid opening and that all bidders listed above have been checked against the State of Florida Convicted & Suspended Vendor listings. All bids listed above were received by the date and time specified.

Bid Opened By: Carlos Victores - Purchasing Manager

SECTION C

PROPOSAL AND SCHEDULE OF BID ITEMS

Contract

BID TO: Monroe County Purchasing Department
1100 Simonton Street
Suite 1-213
Key West, Florida 33040

BID FROM: BELLA CONSTRUCTION OF KEY WEST, INC.
111 US HIGHWAY 1
BOX 110
KEY WEST, FL 33040

Submitted (Date): OCTOBER 12, 2011

The undersigned, as Bidder, hereby declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the plans and specifications for the work and contractual documents relative thereto, and has read all bid documents, Contract Documents, General Provisions, Special Provisions and Specifications furnished; and that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the Monroe County Board of Commissioners, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to and to complete the construction of:

ELEVATOR FOR BAGGAGE MAKE UP AREA
Key West International Airport
Monroe County, Florida

in full and complete accordance with the shown, noted, described and reasonably intended requirements of the plans, specifications and contract documents to the full and entire satisfaction of the Monroe County Board of Commissioners, with a definite understanding that no money will be allowed for extra work except a set forth in the attached Contract Documents for the unit prices listed opposite each item.

rec'd 10-13-2011

The Contractor shall complete the Schedule of Values included as Attachment "A". The Schedule shall be added and the final total base bid amount will be:

\$ TWO HUNDRED EIGHTY THOUSAND DOLLARS AND ZERO CENTS----- Dollars
(total base bid – words)

It is agreed that the description under each item, being briefly stated, implies, although it does not mention, all incidentals and that the prices stated are intended to cover all such work, materials and incidentals as constitute Bidder's obligations as described in the specifications and any details not specifically mentioned, but evidently included in the contract shall be compensated for in the item which most logically includes it.

The quantities for bid items listed on the attached Schedule of Bid Item sheets are estimated quantities only for the purpose of comparing bids. Any difference between these estimated quantities and actual quantities required for construction will not be allowed as basis for claims by the Contractor for extra compensation. Compensation will be based on the unit prices and actual construction quantities and may be modified as stipulated by Sections 20-05 and 90-03 of the General Provisions.

The bidder further proposes and agrees hereby to commence the work with an adequate force, plant and equipment at the time stated in the notice to the Contractor from the Owner to proceed and fully complete performance within the time period stated in the Instructions to Bidders from and after the date stated in the Notice-to-Proceed.

The undersigned further agrees that in case of failure on his part to execute the said contract and the bond within ten (10) consecutive calendar days after written notice being given of the award of the contract, the check or bid bond in the amount as specified herein accompanying this bid and the monies payable thereon, shall be paid into the funds of the Monroe County Board of Commissioners as liquidated damages for such failure; otherwise, the check or bid bond accompanying this proposal shall be returned to the undersigned.

Monroe County's performance and obligation to pay under this Contract, is contingent upon an annual appropriation by the BOCC.

Attached hereto is a certified check on the N/A
Bank of N/A or a bid bond for
the sum of NOT TO EXCEED SEVENTEEN THOUSAND FIVE HUNDRED dollars (\$ 17,500.00)
made payable to the Monroe County Board of Commissioners.

Checkmarks

- I have included Division I which entails the proposal forms.
- Schedule of Bid Items (Attachment "A").
- Bid Bond
- The Drug-Free Workplace form.

- Prime Bidder's Qualifications:
 - List of major contracts in past 10 years
 - List of equipment and plant available for this project
 - Copy of latest financial statement
- Disclosure of Lobby Activities
- Acknowledgement of Receipt of Addendum
- Disadvantaged Business Enterprise Program
 - DBE Utilization Form "Attachment 1", Division III
 - DBE Letter of Intent "Attachment 2", Division III
- Bidder's Affidavit in Compliance with Florida Trench Safety Act
- Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes
- Sworn Statement Under Ordinance No. 10-1990
- Certification of Non-segregated Facilities
- Federal Wage Decision
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – 49 CFR Part 29
- Copy of Bidder's License for State of Florida, evidence of competency and evidence of financial responsibility
- Bidder's Statement on Insurance
- Non-Collusion Affidavit

(Checkmark items above as a reminder that they are included.)

Mailing Address: BELLA CONSTRUCTION OF KEY WEST, INC.
111 US HIGHWAY 1, BOX 110
KEY WEST, FL 33040

Phone Number: 305.292.9888

Date: 10.12.2011

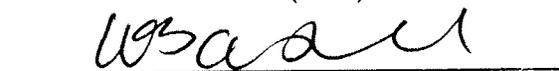
Signed:



EDGAR G. BRASWELL, IV
 (Name)

PRESIDENT
 (Title)

Witness:


 (Seal)

ATTACHMENT "A"
SCHEDULE OF BID ITEMS
ELEVATOR FOR BAGGAGE MAKE UP AREA

BIDDER NAME: <u>BELLA CONSTRUCTION OF KEY WEST, INC.</u>						
AIRPORT NAME: KEY WEST INTERNATIONAL AIRPORT						
PROJECT DESCRIPTION: ELEVATOR FOR BAGGAGE MAKE UP AREA						
ITEM	SPEC No.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE IN NUMBERS	EXTENDED TOTAL
1		ELEVATOR FOR BAGGAGE MAKE UP AREA AT <u>TWO HUNDRED EIGHTY THOUSAND</u> Dollars AND <u>ZERO</u> ----- Cents	LS	1	\$280,000.00	\$280,000.00
TOTAL BASE BID ITEMS 1						\$280,000.00

Payment for the work shall be made at the contract lump sum price, which price and payment shall be full compensation for furnishing all materials, equipment, labor, processes, tools and incidental costs required to complete the work.

SECTION D

BID BOND

Contract

KNOW ALL MEN BY THESE PRESENTS, that we: Bella Construction of Key West, Inc., 111 US Highway 1
Box 110, Key West FL 33040 (305)292-9888 _____ as Principal, hereinafter called
the Principal, and American Southern Insurance Company _____ a corporation duly
organized under the laws of the State of Florida, as Surety, hereinafter called the
Surety, are held and firmly bound unto the Monroe County Board of Commissioners as
Obligee, hereinafter called the Obligee, in the sum of:

Five percent of amount bid, penal sum not to exceed seventeen thousand five hundred dollars

dollars (\$ 5% amt bid NTE \$17,500.00), for the payment of which sum well and truly
to be made, the said Principal and the said Surety bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

ELEVATOR FOR BAGGAGE MAKE UP AREA
Key West International Airport
Monroe County, Florida

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal shall enter into a
contract with the Obligee in accordance with the terms of such bid and give such bond
or bonds as may be specified in the bidding or Contract Documents with good and
sufficient surety for the faithful performance of such contract and for the prompt
payment of labor and material furnished in the prosecution thereof, or in the event of the
failure of the Principal to enter such contract and give such bond or bonds, if the
Principal shall pay to the Obligee the difference not to exceed the penalty hereof
between the amount specified in said bid and such larger amount for which the Obligee
may in good faith contract with another party to perform the work covered by said bid,
then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED further, that if the Principal shall submit the apparent lowest bid acceptable
to the Obligee but shall fail to meet DBE goals as set forth in the bid specifications, then
Principal shall, upon request of the Obligee, submit to Obligee such additional evidence
of Principal's good faith efforts to meet such goals in the manner and within the time
required in such specifications. Failure to supply such information as required shall
result in a forfeiture of this bid bond in the same manner and to the same degree as
though Obligee had accepted Principal's bid and Principal had thereafter failed or
refused to enter into the contract with Obligee as set forth in the immediately preceding
paragraph.

Surety: American Southern Insurance Company, 1301 Hightower Tri #210, Atlanta GA 30350 (800)424-0132

12838329
08/30/11 11238

I-18

BID DOCUMENTS
NEW BAGGAGE ELEVATOR #4
KEY WEST INTERNATIONAL AIRPORT

Signed and sealed this 12th day of Oct, 2011.

[Signature]
(Witness)

Bella Construction of Key West, Inc
(Principal) (Seal)

[Signature] - President
(Title)

[Signature]
(Witness)

American Southern Insurance Company
(Surety) (Seal)

Countersigned by:

n/a

By: [Signature]
(Title) Cheryl L. Torrao
Attorney-In-fact and FL Licensed Agent
16118 N Florida Av, Lutz FL 33549 (813)968-8031

All bonds must be signed by a Florida resident agent with a legal street address; Post Office boxes are not acceptable. Bid will not be considered unless the bid bond is signed by both Principal and Surety.

AMERICAN SOUTHERN INSURANCE COMPANY

Home Office: 3715 Northside Parkway, NW
Bldg. 400, Suite 800
Atlanta, Georgia 30327

Mailing Address: P. O. Box 723030
Atlanta, GA 31139-0030

GENERAL POWER OF ATTORNEY

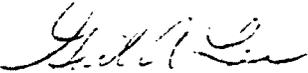
Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Stefan E. Tauger of Parker, Colorado; Donald J. Kersey of Birmingham, Alabama; Arthur S. Johnson of Atlanta, Georgia; Donald H. Gibbs of Atlanta, Georgia; Andrew C. Heaner of Atlanta, Georgia; Richard L. Shanahan of Atlanta, Georgia; Jeffery L. Booth of Parma, Ohio; James E. Feldner of West Lake, Ohio; Cheryl L. Torrao of Lutz, Florida; Garry W. Black of Murfreesboro, Tennessee; Martha G. Ross of Charlotte, North Carolina; David R. Brett of Columbia, South Carolina; Melanie J. Stokes of Atlanta, Georgia; Jason S. Centrella of Jacksonville, Florida; Brian Clark of Matthews, North Carolina; Michael K. Thompson of Atlanta, Georgia; Julie Klinner of Birmingham, Alabama; Kelley E.M. Nys of Decatur, Georgia; or Diane L. McLain of Fitchburg, Wisconsin, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (one million dollars), including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida; and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company in their own proper persons.

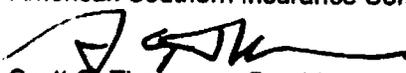
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

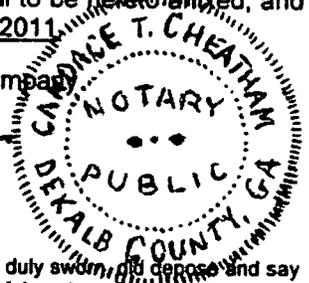
RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 4th day of February, 2011.

Attest: 
Gail A. Lee, Secretary

By: 
Scott G. Thompson, President



STATE OF GEORGIA
SS:
COUNTY OF FULTON

On this 4th day of February, 2011, before me personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

STATE OF GEORGIA
SS:
COUNTY OF FULTON


Candace T. Cheatham
Notary Public, State of Georgia
Qualified in DeKalb County
Commission Expires December 7, 2013

I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the 12th day of Oct 2011


John R. Hud
Vice President

SECTION E

DRUG-FREE WORKPLACE FORM

The undersigned Contractor, in accordance with Florida Statute 287.087, hereby certifies that:

BELLA CONSTRUCTION OF KEY WEST, INC.

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform such employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Sub-section (1).
4. In the statement specified in Sub-Section (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As a person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Bidder's Signature

Date: 10.12.2011

SECTION F

PRIME BIDDER'S QUALIFICATIONS

In order to determine if persons submitting bids are responsible, each contractor shall furnish with his bid the following completed information, and signed statements on "evidence of competency" and "evidence of financial responsibility", which is in accordance with General Provision 20-02.

1. Name of Bidder: BELLA CONSTRUCTION OF KEY WEST, INC.
2. Business Address: 111 US HIGHWAY 1, KEY WEST, FL 33040
3. Telephone Number: 305.292.9888
4. When Organized: 9.18.2009
5. Where Incorporated: FLORIDA
6. A list of the person's shareholder with five (5) percent or more of the stock or, if a general partnership, a list of the general partners; or if a limited liability company, a list of its members.
7. A list of the officers and directors of the person;
8. The number of years the person has been operating and, if different, the number of years it has been providing the services, goods, or construction services called for in the Bid.
9. The number of years the person has operated under its present name and any prior names.
10. How many years have you been engaged in the contracting business under the present firm name? 2 YEARS
11. What is the type of construction work in which you are principally engaged?
CONCRETE & MASONRY
12. On separate sheet list major contracts in past 10 years.
13. On separate sheet list equipment and plant available for this project.
14. Enclose a copy of latest Financial Statement.
15. Credit Available for this Contract: \$ N/A

16. Contracts now in hand, Gross Amount: \$ 1,200,000.
17. Have you ever refused to sign a contract at your original bid? NO
18. On separate sheet, list the last five (5) projects over \$500,000 on which the contractor has worked, and telephone numbers.
19. Answers to the following questions regarding claims and suits:
- a. Has the person ever failed to complete work or provide the goods for which it has contracted? (If yes, provide details.)
 - b. Are there any judgments, claims, arbitration proceeding or suits pending or outstanding against the person, or its officers or general partners? (If yes, provide details.)
 - c. Has the person, within the last five (5) years, been a party to any lawsuit or arbitration with regard to a contract for services, goods or construction services similar to those requested in the specifications? (If yes, provide details)
 - d. Has the person ever initiated litigation against the county or been sued by the county in connection with a contract to provide services, goods or construction services? (If yes, provide details)
 - e. Whether, within the last five (5) years, an officer, general partner, controlling shareholder or major creditor of the person was an officer, general partner, controlling shareholder or major creditor of any other entity that failed to perform services or furnish goods similar to those sought in the request for bids;
 - f. Customer references;
 - g. Credit references.
20. Remarks: NONE

(The above statements must be subscribed and sworn to before a Notary Public.)

Date: 10.12.2011

Firm Name: BELLA CONSTRUCTION OF KEY WEST, INC.

By: *Edgar G. Braswell IV*

Title: EDGAR G. BRASWELL, IV - PRESIDENT

Notary Public: *[Signature]*



Bella Construction of Key West, Inc.

Elevator for Baggage Make Up Area

Key West International Airport

AIP: 3-12-0037-043-2010

Responses to Section F

Prime Bidder's Qualifications

6. Edgar G. Braswell, IV – 100% Shareholder
7. Edgar G. Braswell, IV – President
8. 2 years operating under current name; 20+ years of providing concrete and masonry scopes
9. 2009 – Current, 2 years operating under current name; 2006 – 2009 Bella Construction of the Keys, Inc.

12. Major Contracts

1. USCG Upper Keys Housing, Grassy Key – Shell
2. FKCC Student Housing, Key West – Shell & Slabs
3. Fly Navy Building Renovation, Key West – Interior & Exterior Renovations
4. Ohio – Bahia Honda Bridge Rehabilitation, Sunshine Key – Structural Repairs
5. El Rancho Motel, Key West – New Hotel Shell
6. Trumbo Point A.4 Seawall, Key West – Concrete Seawall Rehabilitation
7. Gulf Seafood Building, Key West – New Warehouse
8. Fleming Key Bridge Repair, Key West – Structural Concrete Repair
9. 512 Duval Street, Key West – New Commercial Building Shell & Slabs
10. Southernmost Motel Tiki Bar, Key West – Concrete & Masonry

13. Equipment

1. Bobcat S250
2. Husqvarna K3600 MKII Hydraulic Ring Saw
3. Schwing P88 Concrete Trailer Pump

18. Projects > \$500,000.00

1. USCG Upper Keys Housing - \$840,000. – Viteri Construction Management -757.873.0406
2. FKCC Student Housing - \$535,000. – SIKON Construction Company - 954.354.8338
3. El Rancho Motel - \$505,000. – DL Porter Constructors - 941.929.9400

19.

- a. No
- b. No
- c. No
- d. No
- e. No
- f. See attached
- g. See attached

BELLA CONSTRUCTION OF KEY WEST, INC.

FINANCIAL STATEMENTS
December 31, 2010

**NILES, KIGHT &
COMPANY, PLLC**
CPAS & FINANCIAL ADVISORS

BELLA CONSTRUCTION OF KEY WEST, INC.

TABLE OF CONTENTS

	<u>PAGE</u>
<u>ACCOUNTANTS' COMPILATION REPORT</u>	1
<u>FINANCIAL STATEMENTS</u>	
Balance Sheet	2
Statement of Income and Retained Earnings	3
Statement of Cash Flows	4
<u>SUPPLEMENTARY INFORMATION</u>	
Schedule of Contracts in Progress as of December 31, 2010	5
Schedule of Contracts Completed as of December 31, 2010	6-7

ACCOUNTANTS' COMPILATION REPORT

**To the Stockholders
Bella Construction of Key West, Inc.
Key West, Florida**

We have compiled the accompanying balance sheet of Bella Construction of Key West, Inc. (an S corporation) as of December 31, 2010, and the related statement of income, retained earnings and cash flows for the twelve months then ended, and the accompanying supplementary information, which is presented only for supplementary analysis purposes. We have not audited or reviewed the accompanying financial statements and supplementary schedules and, accordingly, do not express an opinion or provide any assurance about whether the financial statements and supplementary schedules are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements and supplementary schedules in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements and supplementary schedules.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements and supplementary schedules without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements and supplementary schedules.

Management has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

The Company, with the consent of its shareholders, has elected under the Internal Revenue Code to be an S corporation. In lieu of corporation income taxes, the shareholders of an S corporation are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for federal income taxes has been included in these financial statements.

Niles, Kight & Company, PLLC

Niles, Kight & Company, PLLC
Certified Public Accountants

March 15, 2011

BELLA CONSTRUCTION OF KEY WEST, INC.
BALANCE SHEET
December 31, 2010

ASSETS

Current assets:	
Cash	\$ 18,117
Accounts receivable, net of allowance for doubtful accounts of \$0	462,746
Costs and estimated earnings in excess of billing on uncompleted contracts	180,952
Other current assets	8,305
Total current assets	<u>670,120</u>
 Property and equipment - net of \$46,125 depreciation	 362,811
 Other assets	 <u>-</u>
 Total assets	 <u><u>\$ 1,032,931</u></u>

LIABILITIES AND STOCKHOLDERS' EQUITY

Current liabilities:	
Accounts payable and accrued liabilities	\$ 313,514
Billings in excess of costs and estimated earnings on uncompleted contracts	84,054
Current portion of long term debt	87,542
Current portion of capitalized leases	85,210
Total current liabilities	<u>570,320</u>
 Long term debt:	
Notes payable	131,392
Capital lease obligations	137,197
Less: Current portion of debt and lease obligations	<u>(172,752)</u>
Total long term debt	<u>95,837</u>
 Total liabilities	 <u>666,157</u>
 Stockholders' equity	
Common stock, \$1 par value, 1,000 shares authorized, issued and outstanding	1,000
Additional paid in capital	38,220
Retained earnings	327,554
Total stockholders' equity	<u>366,774</u>
 Total liabilities and stockholders' equity	 <u><u>\$ 1,032,931</u></u>

See accountants' compilation report.

BELLA CONSTRUCTION OF KEY WEST, INC.

STATEMENT OF INCOME AND RETAINED EARNINGS
For the twelve months ended December 31, 2010

Contract revenues	\$ 3,826,007
Cost of contract revenues	<u>3,100,312</u>
Gross profit	725,695
General and administrative expenses	350,777
Depreciation and amortization	<u>40,386</u>
Total expenses	<u>391,163</u>
Income from operations	334,532
Other income expense:	
Other income	<u>15,740</u>
Net income	350,272
Retained earnings (Deficit) - beginning of year	(14,790)
Dividends	<u>(7,928)</u>
Retained earnings - end of year	<u><u>\$ 327,554</u></u>

See accountants' compilation report.

BELLA CONSTRUCTION OF KEY WEST, INC.

STATEMENT OF CASH FLOWS
For the twelve months ended December 31, 2010

Cash flows from operating activities:	
Net income	\$ 350,272
Noncash items included in net income:	
Depreciation and amortization	40,386
Provision for bad debt	-
Changes in assets and liabilities:	
Accounts receivable	264,079
Costs and estimated earnings in excess of billings on uncompleted contracts	(122,601)
Other current assets	(315)
Billings in excess of costs and estimated earnings on uncompleted contracts	(144,033)
Accounts payable and accrued expense	<u>(174,856)</u>
Net cash provided by operating activities	212,932
Cash flows from financing activities:	
Dividends paid	(7,928)
Proceeds from loans	81,648
Repayments of notes payable	<u>(208,066)</u>
Net cash used by financing activities	(134,346)
Cash flows from investing activities:	
Purchase of equipment	(78,619)
Other	<u>-</u>
Net cash used by investing activities	<u>(78,619)</u>
Increase in cash	(33)
Cash, beginning of year	<u>18,150</u>
Cash, end of year	<u><u>\$ 18,117</u></u>
Supplemental Information:	
Interest paid	<u><u>\$ 13,358</u></u>

See accountants' compilation report.

SUPPLEMENTARY INFORMATION

BELLA CONSTRUCTION OF KEY WEST, INC.
 SCHEDULE OF CONTRACTS IN PROGRESS

Schedule 1

For the Twelve Months Ended
 December 31, 2010

Project Title	Total Contract				From Inception to December 31, 2010				Period January 1, 2010 to December 31, 2010				
	Revenues	Estimated Gross Profit (Loss)	Revenues Earned	Cost of Revenues	Gross Profit (Loss)	Billed to Date	Estimated Cost to Complete	Costs and Estimated Earnings in Excess of Billings	Billings in Excess of Costs and Estimated Earnings	Revenues Earned	Cost of Revenues	Gross Profit (Loss)	Percent Complete
248 - Topping, 512 Duval ST	\$ 276,275	5,525	271,074	265,653	5,421	232,319	5,097	30,755	8,623	271,074	265,653	5,421	86.1%
258 - Carter, USSCG Bldg 48	\$ 186,286	3,725	131,865	129,228	2,637	128,268	53,335	5,577	2,637	131,865	129,228	2,637	70.8%
254 - DN Higgins, United St Milling & Paving	\$ 169,212	4,925	168,066	163,174	4,892	148,446	1,113	19,618	4,892	168,066	163,174	4,892	99.3%
265 - Martin Kirby, 25 Key Haven Terr.	\$ 57,500	900	57,139	56,245	894	51,917	355	5,222	894	57,139	56,245	894	99.4%
234 - Topping, Camp Sawyer	\$ 319,784	19,185	109,731	103,148	6,583	15,785	197,481	93,946	8,623	109,731	103,148	6,583	34.3%
276 - Anchor, Fleming Key Bridge	\$ 149,585	15,000	85,609	77,203	8,608	84,432	57,362	8,623	8,623	85,609	77,203	8,608	57.4%
277 - EHGL, Gulf Seaford	\$ 240,770	28,500	189,394	174,910	23,484	216,540	37,360	18,146	18,146	189,394	174,910	23,484	82.4%
275 - DL Pendar, Southernmost Motel	\$ 108,473	10,800	99,801	88,964	9,837	108,209	8,769	9,408	9,408	99,801	88,964	9,837	91.1%
284 - Fredand, Misc. Repairs	\$ 46,154	9,000	18,175	14,631	3,544	45,370	22,523	17,834	27,195	18,175	14,631	3,544	39.4%
283 - Rutherford, 8 Tamarind Dr.	\$ 74,940	10,750	21,134	18,102	3,032	3,300	48,088	17,834	27,195	21,134	18,102	3,032	28.2%
280 - Teget, 353 Stimp Key Blvd.	\$ 15,588	1,370	1,339	1,221	118	4,087	12,895	2,748	2,748	1,339	1,221	118	8.6%
278 - Pinewood, Robinson Residence	\$ 86,340	8,320	53,950	47,477	6,473	69,340	13,943	15,390	15,390	53,950	47,477	6,473	77.8%
303 - Misener, Riviera Bridge	\$ 28,830	2,150	913	840	73	2,068	23,840	1,155	1,155	913	840	73	3.4%
288 - Reppent, 307 Carysfort	\$ 5,915	1,180	180	144	36	1,569	4,591	1,389	1,389	180	144	36	3.0%
	\$ 1,746,642	\$ 121,330	\$ 1,216,570	\$ 1,140,940	\$ 75,630	\$ 1,119,672	\$ 484,372	\$ 180,952	\$ 84,054	\$ 1,216,570	\$ 1,140,940	\$ 75,630	

See accountants' compilation report.

BELLA CONSTRUCTION OF KEY WEST, INC.
SCHEDULE OF COMPLETED CONTRACTS

Schedule 2

For the Twelve Months Ended
December 31, 2010

Project Title	Contract Totals			Before January 1, 2010			Period January 1, 2010 to December 31, 2010		
	Revenues Earned	Cost of Revenues	Gross Profit (Loss)	Revenues Earned	Cost of Revenues	Gross Profit (Loss)	Revenues Earned	Cost of Revenues	Gross Profit (Loss)
240 - Toppino, Palm Drive Bridge	88,100	38,921	49,179	2,873	1,148	1,725	85,227	37,773	47,454
248 - CW Ferrell, VQ Blids	14,980	14,563	417				14,980	14,563	417
225 - City of KW, Deckmaster	82,403	130,871	(48,468)	50,767	95,767	(45,000)	31,636	35,104	(3,468)
243 - DN Higgins, Fence TCTS	70,950	66,424	4,526				70,950	66,424	4,526
245 - DN Higgins, United St Stormwater	65,390	61,457	3,933				65,390	61,457	3,933
224 - DTC, Fly Navy	391,890	383,587	8,303	156,318	143,554	12,764	235,572	240,033	(4,461)
230 - DTC, UAV	75,031	55,261	19,770	56,921	51,868	5,233	18,110	3,573	14,537
179 - ECS, Bayside Landing	145,095	98,175	46,920	82,581	70,846	11,935	62,514	27,528	34,985
244 - Everlast, Federal Courthouse	17,193	18,809	(1,616)				17,193	18,809	(1,616)
241 - HFH, Stock Island Apartments	25,935	19,355	6,580	15,502	11,922	3,580	10,433	7,433	3,000
132 - KIW, Alheman Warehouse	16,739	6,288	10,453	5,220	5,077	143	11,519	1,209	10,310
247 - MM 75.8	8,269	4,543	3,726				8,269	4,543	3,726
246 - Navarro, JAITF South	11,550	4,442	7,108				11,550	4,442	7,108
257 - One call, Gun Range	16,365	7,575	8,790				16,365	7,575	8,790
250 - Power Secure, KES IDG system	18,250	8,397	9,853				18,250	8,397	9,853
253 - Presbyterian Kirk of the Keys	8,828	4,862	3,967				8,828	4,862	3,967
239 - Raibo, Trumbo Point A.4 Seawall	233,830	181,403	52,427	82,378	59,831	22,547	151,452	121,572	29,880
259 - R Mongelli, Dolphin Deli	6,387	5,061	1,326				6,387	5,061	1,326
263 - T Barrows, 707 Grenada Lane	16,785	15,397	1,388				16,785	15,397	1,388
215 - Viteri, USCG	402,835	289,311	133,324	148,022	122,051	25,971	254,813	147,260	107,353
271 - Boondocks, New Storage Foundation	13,986	11,169	2,827				13,986	11,169	2,827
267 - BBI, Trumbo Block Labor	2,700	2,428	272				2,700	2,428	272
229 - Toppino, OOBH Bridge	495,155	310,003	185,152	74,615	42,347	32,268	420,540	287,658	152,884
235 - Calkins & Kenyon, EL Rancho	464,782	461,770	3,012	212,397	191,157	21,240	252,385	270,613	(18,228)
255 - DL Porter, KW Convalescent Center	16,800	15,888	912				16,800	15,888	912
252 - Hollitamp, Harris Ave.	35,705	28,978	6,727				35,705	28,978	6,727
286 - Hollitamp, Laird St.	16,500	14,433	2,067				16,500	14,433	2,067
280 - Intron, OOM Bridge	93,500	51,602	41,898				93,500	51,602	41,898
223 - Kegerize, 20863 4 Ave.	99,480	97,620	1,860	7,858	7,125	733	91,622	90,495	1,127
236 - KWGC HOA, Kestral Way Sidewalks	17,385	10,414	6,971				17,385	10,414	6,971
272 - KES, 15KV Building Respairs	8,745	6,362	2,383				8,745	6,362	2,383
283 - MGH Inc., Outer Mole Shelters	18,434	15,968	2,466				18,434	15,968	2,466
282 - KIW, Alheman Warehouse Phase 2	9,930	3,982	5,948				9,930	3,982	5,948

See accountants' compilation report.

BELLA CONSTRUCTION OF KEY WEST, INC.
 SCHEDULE OF COMPLETED CONTRACTS

Schedule 2

For the Twelve Months Ended
 December 31, 2010

Project Title	Contract Totals				Before January 1, 2010				Period January 1, 2010 to December 31, 2010			
	Revenues Earned	Cost of Revenues	Gross Profit (Loss)		Revenues Earned	Cost of Revenues	Gross Profit (Loss)		Revenues Earned	Cost of Revenues	Gross Profit (Loss)	
279 - MBOCC, KMA Security Bollards	26,835	17,430	9,405						26,835	17,430	9,405	
269 - OTIE, NAS Manatee Grates	20,660	12,019	8,641					20,660	12,019	8,641		
291 - N/S, Courtyard Marriott	9,500	4,325	5,175					9,500	4,325	5,175		
270 - PFEC, JAX Rebar	12,000	9,914	2,086					12,000	9,914	2,086		
274 - PFEC, Boca Chica Airfield	36,645	35,022	1,623					36,645	35,022	1,623		
266 - Ralco, Outer Mole Seawall	20,818	10,529	10,089					20,818	10,529	10,089		
281 - Blades, 24 Jade Drive	10,856	6,825	4,031					10,856	6,825	4,031		
286 - Gvili, Ramp Demo	3,291	1,413	1,878					3,291	1,413	1,878		
264 - Whitehead, Hemingway House Pool	33,335	25,668	7,367					33,335	25,668	7,367		
244 - Endco, USMS Federal Courthouse	16,355	8,635	6,720					16,355	8,635	6,720		
256 - Ralco, Trumbo Point A.5 Seawall	22,000	21,940	60					22,000	21,940	60		
261 - Intron, Missouri Bridge	139,950	97,668	42,254					139,950	97,668	42,254		
Misc Jobs	143,326	83,656	59,670					143,326	83,656	59,670		
	<u>\$ 3,504,869</u>	<u>\$ 2,761,687</u>	<u>\$ 743,202</u>		<u>\$ 685,452</u>	<u>\$ 602,313</u>	<u>\$ 93,139</u>	<u>\$ 2,609,437</u>	<u>\$ 1,959,374</u>	<u>\$ 650,063</u>		

See accountants' compilation report.



CLIENT REFERENCES

CONTACT	COMPANY	PROJECT	PHONE	CELL
STEVE HENSON	KEY IRON WORKS	ALTERMAN WAREHOUSE	305.294.0277	305.304.1077
NIELS HUBBLE	HABITAT FOR HUMANITY	BAYSIDE LANDINGS	305.294.0996	404.915.1286
FRANK TOPPINO	CHARLEY TOPPINO & SONS	VARIOUS PROJECTS	305.296.5606	N/A
CHRISTIAN BRISSON	PEDRO FLACON ELECTRICAL CONTRACTORS	BOCA CHICA FUEL PUMP HOUSE	305.872.2200	N/A
RAF DURNFORD	NORTH SOUTH CONSTRUCTION	WESTIN PARKING GARAGE ADDITION	305.295.3030	305.481.0636
CARLOS VITERI	VITERI CONSTRUCTION MANAGEMENT	USCG HOUSING, GRASSY KEY	757.873.0406	N/A
PAUL WATERS	DOUGLAS N. HIGGINS	VARIOUS CITY OF KEY WEST PROJECTS	305.292.7717	305.797.1019
WAYNE FEY	ANCHOR STRUCTURAL & ASSOCIATES	FLEMING KEY BRIDGE REPAIR	N/A	305.797.6738
JODY WINDSOR	INTRON TECHNOLOGIES	VARIOUS BRIDGE REHABILITATIONS	904.713.1445	N/A
MIKE MARINO	MARINO CONSTRUCTION	HABANA PLAZA SPALLING REPAIR	305.851.2200	N/A

Reference letters available upon request.



Credit / Trade References

Company	Address	Contact	Phone
Cemex	11110 138 th St., Miami, FL 33178	Minita	305.588.0315
Monroe Concrete	PO Box 787, Key West, FL 33041	Sherry	305.296.5606
HD White Cap Supply	501 W. Church Street, Orlando, FL 32805	Maria	305.418.5115
John Abell Corp.	10500 SW 186 St., Miami, FL 33157	Victoria	305.253.4440
Manley deBoer Lumber	1109 Eaton St., Key West, FL 33040	Stacy	305.294.5900
Strunk Ace Hardware	1101 Eaton St., Key West, FL 33040	A/R	305.296.9091
Sherwin-Williams Paint	908 Kennedy Dr., Key West, FL 33040	A/R	305.296.8501
Tarmac	455 Fairway Dr., Deerfield Beach, FL 33441	Gina	954.481.2800
Waste Management	185 Toppino Industrial Dr., Key West, FL 33040	Margaret	305.296.8285

Reference letters available upon request.

SECTION G

DISCLOSURE OF LOBBY ACTIVITIES

Certification of Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreements and the extension, continuation, renewal, amendment or modification of any Federal contract, Grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Federal contract, Grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under Grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed: 
Contractor's Authorized Representative

Dated: 10.12.2011



277 West Nationwide Boulevard
Columbus, OH 43215-2566

TEL: (614) 464-4500 ♦ FAX: (614) 464-0588

FAX TRANSMITTAL

DATE: October 11, 2011

PAGE 1 OF: 3

TO:	Please see Distribution List	FROM:	Jim Singeltary / URS
FIRM:	Please see Distribution List	SUBJECT:	Key West International Airport New Baggage Elevator #4
FAX NO.:	Please see Distribution List	CC:	

Bid Phase Requests for Information

Attached please find the Bid Phase Requests for Information for the above-referenced project.

Distribution List

- | | |
|--|---------------------|
| 1) Bella Construction of Key West Inc. | Fax: (305) 292-9880 |
| Construction Journal, Ltd. | Fax: (800) 581-7204 |
| Isqft - Main Account | Fax: (866) 570-8187 |
| McGraw-Hill | Fax: (239) 939-2331 |
| Onvia, Inc - Content Department | Fax: (888) 263-7801 |
| Pedro Falcon Electrical Contractors, Inc. <i>Not Bidding</i> | Fax: (305) 872-2219 |
| Reed Construction Data | Fax: (877) 563-3534 |
| 4? RJR Construction Inc. ? | Fax: (305) 267-1899 |
| 2) The Morganti Group, Inc. | Fax: (561) 689-1333 |
| 3) The Whiting-Turner Contracting Company | Fax: (954) 776-0797 |

*Received by Belle Construction
10/11/2011
[Signature]*

Bid Phase Requests for Information
Key West International Airport
New Baggage Elevator #4

URS*Architectural & Engineering
Services*

277 West Nationwide Boulevard
Columbus, OH 43215-2566
Telephone: (614) 464-4500
Facsimile: (614) 464-0588

Date: 10/11/11

- ✓ 1. Is the new Electrical panel tie into panel in the Generator Room?

Yes

- ✓ 2. Does the new sprinkler tie into existing?

Yes

- ✓ 3. Does the elevator shaft require AC and Venting?

Shaft vent is not required (FBC 3004 less than 3-stories) AC is provided for the machine room (Existing in-place).

- ✓ 4. Are there provisions for a second floor emergency exit from the secured, fenced area. -
What kind of door?

In coordination with the Airport Security Team, a chain link partition is to be provided with a man gate south of the exit door to Stair S102. The airport will provide a locking mechanism for that gate.

- ✓ 5. Concrete placing time?

Per ASTM C94 (Spec Section 03300. 2.13 Concrete Mixing. In addition, within the confines of the secured perimeter as coordinated with the Airport's Security Team and Project Representative, concrete can be placed at any time. If concrete placing requires construction activity beyond the security fencing that separates the AOA from non-secure areas or if such activity impedes airport operations, suitable arrangements will be made for timing and vehicle access such that those activities do not interfere with airport operations.

- ✓ 6. Elevator Delivery Time?

Manufacturing Lead Time is 10-11 weeks (including delivery) from receipt of completed approval documents.

Within the confines of the secured perimeter as coordinated with the Airport's Security Team and Project Representative, delivery and installation of the elevator equipment can be occur at any time. If delivery and installation of the elevator equipment requires construction activity beyond the security fencing that separates the AOA from non-secure areas or if that activity impedes airport operations, suitable arrangements will be made for timing and vehicle access such that those activities do not interfere with operations.

7. Section 20-02 of the General Provisions requires that the bidders submit a "...confidential statement or report of bidder's financial resources and liabilities...". Please advise how Monroe County keeps this financial information confidential.

Monroe County does not and cannot keep the information provided "confidential". There is no exemption in the public records statute that would allow the County to keep information related to a bidders financial resources and liabilities confidential.

8. Will there be a Mutual Waiver of Consequential Damages in the Contract with the successful bidder?

The Contract includes no provisions for a Mutual Waiver of Consequential Damages.

9. Item 24(a) in the Instructions to Bidders references work to be performed by the Contractor with his own organization. Is there a specific self-perform requirement on the project and, if so, what is the percentage of the total contract amount?

There is no self performance requirement for this project

10. Part 1.2.B of Section 01100 of the Specifications states there are "Bidding instructions, contractual arrangements, and other Division 1 sections provided by the Construction Manager, Morganti. Is Morganti the construction manager on this project?"

This is a typographical error. No information will be provided by Morganti and there is no Construction Manager on the job.

11. Detail 2 on Sheet A1-1 states that the "Existing overhead HVAC unit to remain in place". During the pre-bid walkthrough it was indicated that this unit may have to be relocated from its current location. Please advise.

Any requirement to relocate the unit will be dictated by the specific requirements for the elevator machine room equipment provided by the selected elevator manufacturer. In the event that the final machine room layout does not interfere with the proper operation of the existing HVAC unit, no relocation will be require. If that layout interferes with the operation of that unit, the Contractor must coordinate that relocation, provide labor and materials necessary to relocate the unit in a suitable location to ensure proper performance of the unit.

12. Demolition Note 1 on Sheet A1-1 states that previous construction indicated a future elevator pit was to be installed in this area. Please verify that all bidders are to include the cost for subsurface foundation exploration and the cost for the new elevator pit as indicated.

The presumption is that no elevator pit exists. All bidders are to include the provision of the underpinning and foundation and foundation work indicated on the Structural Drawings. In the event that evidence of a pit is discovered during the course of the required demolition of the existing floor slab, the Contractor is to advise the Owner's Representative. If that pit proves to be suitable and appropriate deductive change order request will be prepared by the Contractor and an equitable adjustment in the scope and contract amount will be made by Change Order.

the Florida Trench Safety Act (Sections 553.60-553.64, Florida Statutes). The bidder further identifies the costs to be summarized below:

	Trench Safety Measure (Description)	Unit of Measure (LF, SY)	Unit Quantity	Unit Cost	Extended Cost
A	##A Heavy Duty Construction Formwork	204 SF	204	\$20.00	\$4080.00 ##A
B	##B	##B			##B
C					
D					
TOTAL:					\$ ##A 4080.00 ##B

Signature of Authorized Representative:

Edgar G. Braswell IV

PRESIDENT

Title

10.12.2011

Date

STATE OF FLORIDA

COUNTY OF: MONROE

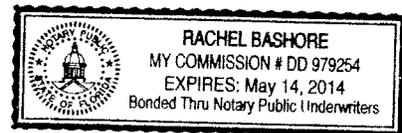
The foregoing instrument was acknowledged before me this 12 day of OCTOBER, 2011, by EDGAR G BRASWELL, IV - BELLA CONSTRUCTION OF KEY WEST, INC.

(Sole, Corporation or Partnership)

who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

Rachel Bashore
(Signature of Notary Public, State of Florida at Large)

RACHEL BASHORE
(Print name of Notary Public)



My Commission Expires 5.14.14

SECTION K

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

This form must be signed and sworn to in the presence of a Notary Public or other official authorized to administer oaths.

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

AIP: 3-12-0037-043-2010.

for ELEVATOR FOR BAGGAGE MAKE UP AREA, KEY WEST INTERNATIONAL AIRPORT.

2. This sworn statement is submitted by BELLA CONSTRUCTION OF KEY WEST, INC.
(name of entity submitting sworn statement)

whose business address is 111 US HIGHWAY 1, KEY WEST, FL 33040

and (if applicable) its Federal Employer Identification Number (FEIN) is:

27-0952862.

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: N/A.)

3. My name is EDGAR G. BRASWELL, IV and
my (please print name of individual signing)

relationship to the entity named above is PRESIDENT.

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

5. I understand that "convicted" or "conviction", as defined in Paragraph 287.133(1)(6), Florida Statutes, means a finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate", as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person", as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

Neither the entity submitting this sworn statement nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies)

There has been a proceeding concerning the conviction before a Hearing

Officer of the State of Florida, Division of Administrative Hearings. The Final Order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the Final Order.)

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

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

Signature of Authorized Representative:

Edgar G. Braswell IV

PRESIDENT
Title

10.12.2011
Date

STATE OF FLORIDA

COUNTY OF: MONROE

The foregoing instrument was acknowledged before me this 12 day of OCTOBER

20 11, by EDGAR G. BRASWELL, IV - BELLA CONSTRUCTION OF KEY WEST, INC.
(Sole, Corporation or Partnership)

who is personally known to me or who has produced
as identification and who did/did not take an oath.

R. Bashore
(Signature of Notary Public, State of Florida at Large)

RACHEL BASHORE
(Print name of Notary Public)

My Commission Expires 5.14.14



SECTION L

**SWORN STATEMENT UNDER ORDINANCE NO. 10-1990
MONROE COUNTY, FLORIDA**

ETHICS CLAUSE

EDGAR G. BRASWELL, IV / BELLA CONSTRUCTION OF KEY WEST, INC. warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this Contract without liability and may also, in its discretion, deduct from the Contract or purchase price or otherwise recover the full amount of any fee, commission, percentage, gift or consideration paid to the former County officer or employee.

Edgar G. Braswell IV
(Signature)

Date: 10.12.2011

STATE OF: FLORIDA

COUNTY OF: MONROE

PERSONALLY APPEARED BEFORE ME the undersigned authority:

EDGAR G. BRASWELL, IV

who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 12 day of OCTOBER, 2011.

Rachel Bashore
(Signature of Notary Public, State of Florida at Large)

RACHEL BASHORE
(Print name of Notary Public)

My Commission Expires 5.14.14



SECTION M

CERTIFICATION OF NONSEGREGATED FACILITIES

Contract

(As Required by Division III, Section 160 Subsection 160-02
Equal Employment Opportunity Requirements of the General Provisions)

The federally assisted construction contractor certifies that he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies that he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timelocks, 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 directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause and that he will retain such certifications in his files.



Signature of Contractor

PRESIDENT

Title

SECTION N

FEDERAL WAGE DECISION

Use the latest publication or the attached publication dated 10/29/2010, Construction Type: Building, if that is the latest list issued for Monroe County.

GENERAL DECISION: FL20100162 10/29/2010 FL162

Date: October 29, 2010

General Decision Number: FL20100162 10/29/2010

Superseded General Decision Number: FL20080162

State: Florida

Construction Type: Building

County: Monroe County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	03/12/2010
1	03/19/2010
2	03/26/2010
3	10/29/2010

ELEC0349-003 08/31/2009

	Rates	Fringes
ELECTRICIAN		
Electrical contracts including materials that are over \$2,000,000.....	\$ 29.61	8.71
Electrical contracts including materials that are under \$2,000,000.....	\$ 27.15	8.44

ENGI0487-004 01/01/2010

	Rates	Fringes
OPERATOR: Crane		
All Cranes Over 15 Ton Capacity.....	\$ 28.05	8.75
Yard Crane, Hydraulic Crane, Capacity 15 Ton and Under.....	\$ 21.00	8.75

IRON0272-004 10/01/2006

	Rates	Fringes
IRONWORKER, REINFORCING AND STRUCTURAL.....	\$ 26.70	6.43

* PAIN0365-004 08/01/2010

	Rates	Fringes
PAINTER: Brush Only.....	\$ 16.00	6.20

SFFL0821-001 01/01/2010

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 26.80	14.30

SHEE0032-003 01/01/2009

	Rates	Fringes
SHEETMETAL WORKER (HVAC Duct Installation Only).....	\$ 24.42	11.36

SUFL2009-059 05/22/2009

	Rates	Fringes
CARPENTER.....	\$ 15.08	5.07
CEMENT MASON/CONCRETE FINISHER...	\$ 12.45	0.00
FENCE ERECTOR.....	\$ 9.94	0.00
LABORER: Common or General.....	\$ 8.62	0.00
LABORER: Pipelayer.....	\$ 10.45	0.00
OPERATOR: Backhoe/Excavator.....	\$ 16.98	0.00
OPERATOR: Paver.....	\$ 9.58	0.00
OPERATOR: Pump.....	\$ 11.00	0.00
PAINTER: Roller and Spray Only.....	\$ 11.21	0.00
PLUMBER.....	\$ 12.27	3.33
ROOFER: Built Up, Composition, Hot Tar and Single Ply.....	\$ 14.33	0.00
SHEETMETAL WORKER (Excluding HVAC Duct Installation).....	\$ 14.41	3.61
TRUCK DRIVER: Dump and 10 Yard Haul Away.....	\$ 8.00	0.15

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within

the scope of the
classifications listed may be added after award only as
provided in the labor
standards contract clauses (29 CFR 5.5(a)(1)(ii)).

--

In the listing above, the "SU" designation means that rates
listed under the
identifier do not reflect collectively bargained wage and
fringe benefit
rates. Other designations indicate unions whose rates have
been determined
to be prevailing.

--

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can
be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on
a wage
determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests
for summaries
of surveys, should be with the Wage and Hour Regional Office
for the area in
which the survey was conducted because those Regional Offices
have
responsibility for the Davis-Bacon survey program. If the
response from this
initial contact is not satisfactory, then the process described
in 2.) and
3.) should be followed.

With regard to any other matter not yet ripe for the formal
process
described here, initial contact should be with the Branch of
Construction
Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an
interested party

(those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).

Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

SECTION O

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY, AND VOLUNTARY EXCLUSION - 49 CFR PART 29**

(Version 1, 5/90)

The bidder/offerer certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this cause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offerer/contractor any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.



Signature of Contractor

PRESIDENT

Title

AC# 4888906

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L10060700785

DATE	BATCH NUMBER	LICENSE NBR
06/07/2010	098172718	CGC1518284

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

BRASWELL, EDGAR GEORGE IV
BELLA CONSTRUCTION OF KEY WEST INC
111 US HWY 1 BOX 110
ROCKLAND KEY FL 33040

CHARLIE CRIST
GOVERNOR

CHARLIE LIEM
INTERIM SECRETARY

DISPLAY AS REQUIRED BY LAW

PROPOSER/BIDDER'S INSURANCE AND INDEMNIFICATION STATEMENT

INSURANCE REQUIREMENTS

Worker's Compensation Employers Liability	Statutory Limits \$100,000/500,000/100,000
General Liability, including Premise Operation Blanket Contractual Expanded Definition of Property Damage Products and Completed Operations Personal Injury	\$300,000 Combined Single Limit
Vehicle Liability (Owned, nonowned, and hired vehicles)	\$100,000 Combined Single Limit

INDEMNIFICATION AND HOLD HARMLESS FOR CONSTRUCTION CONTRACTORS AND SUBCONTRACTORS

The Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damage, and expenses (including attorney's fees, court costs and expenses) which arise out of, in connection with, or by reason of services provided by the contractor or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act or omission of the contractor or its Subcontractor(s) in any tier, their employees, or agents.

In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay.

The first ten dollars (\$10.00) of remuneration paid to the contractor is for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

PROPOSER/BIDDER'S STATEMENT

I understand the insurance that will be mandatory if awarded the contract and will comply in full with all the requirements.

Bella Construction of Key West, Inc. Edgar A Braswell II
Proposer/Bidder Signature

INSURANCE AGENT'S STATEMENT

I have reviewed the above requirements with the bidder named above. The following deductibles apply to the corresponding policy.

POLICY	DEDUCTIBLES
<u>Liability - Excess</u>	<u>\$5,000</u>
<u>Security Insurance Company</u>	
<u>100-110424</u>	
Liability policies are <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made	
<u>Edgstrom Insurance Group</u>	<u>[Signature]</u>
Insurance Agency	Signature

END SECTION 00110

PROPOSER/BIDDER'S INSURANCE AND INDEMNIFICATION STATEMENT

INSURANCE REQUIREMENTS

Worker's Compensation Employers Liability	Statutory Limits \$100,000/500,000/100,000
General Liability, including Premise Operation Blanket Contractual Expanded Definition of Property Damage Products and Completed Operations Personal Injury	\$300,000 Combined Single Limit
Vehicle Liability (Owned, nonowned, and hired vehicles)	\$100,000 Combined Single Limit

INDEMNIFICATION AND HOLD HARMLESS FOR CONSTRUCTION CONTRACTORS AND SUBCONTRACTORS

The Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damage, and expenses (including attorney's fees, court costs and expenses) which arise out of, in connection with, or by reason of services provided by the contractor or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act or omission of the contractor or its Subcontractor(s) in any tier, their employees, or agents.

In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay.

The first ten dollars (\$10.00) of remuneration paid to the contractor is for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

PROPOSER/BIDDER'S STATEMENT

I understand the insurance that will be mandatory if awarded the contract and will comply in full with all the requirements.

Bella Construction of Edgar G Braswell IV
Proposer/Bidder Key West, Inc. Signature

INSURANCE AGENT'S STATEMENT

I have reviewed the above requirements with the bidder named above. The following deductibles apply to the corresponding policy.

POLICY	DEDUCTIBLES
<u>048963461</u>	<u>500 Comprehensive</u>
_____	<u>500 Collision</u>
_____	_____

Liability policies are Occurrence

Claims Made

M.I. Group / Allstate
Insurance Agency

[Signature]
Signature

END SECTION 00110

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
09/23/11

PRODUCER MI Group Ins / Allstate Insurance Company 50 N. Homestead Blvd Homestead, FL 33030	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED Bella Construction of Key West 111 US Highway 1 Suite 110 Key West, FL 33040	INSURER A: Allstate Insurance Company
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

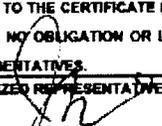
COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ _____ FIRE DAMAGE (Any one fire) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMPROP AGG \$ _____
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	048963461	03/03/2011	03/03/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ _____ OTHER THAN AUTO ONLY: EA ACC \$ _____ AGG \$ _____
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$ _____				EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ \$ _____ \$ _____
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Deductibles \$500 Comprehensive / \$500 Collision, UM 1,000,000, Medical Payments \$5000

CERTIFICATE HOLDER Monroe County 1100 Simonton Street Key West, FL 33040	ADDITIONAL INSURED: INSURER LETTER: A	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
--	---------------------------------------	---

PROPOSER/BIDDER'S INSURANCE AND INDEMNIFICATION STATEMENT

INSURANCE REQUIREMENTS

Worker's Compensation Employers Liability	Statutory Limits \$100,000/500,000/100,000
General Liability, including Premise Operation Blanket Contractual Expanded Definition of Property Damage Products and Completed Operations Personal Injury	\$300,000 Combined Single Limit
Vehicle Liability (Owned, nonowned, and hired vehicles)	\$100,000 Combined Single Limit

INDEMNIFICATION AND HOLD HARMLESS FOR CONSTRUCTION CONTRACTORS AND SUBCONTRACTORS

The Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damage, and expenses (including attorney's fees, court costs and expenses) which arise out of, in connection with, or by reason of services provided by the contractor or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act or omission of the contractor or its Subcontractor(s) in any tier, their employees, or agents.

In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay.

The first ten dollars (\$10.00) of remuneration paid to the contractor is for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

PROPOSER/BIDDER'S STATEMENT

I understand the insurance that will be mandatory if awarded the contract and will comply in full with all the requirements.

Bella Construction Edgar G Braswell IV
Proposer/Bidder Key West, Inc. Signature

INSURANCE AGENT'S STATEMENT

I have reviewed the above requirements with the bidder named above. The following deductibles apply to the corresponding policy.

POLICY	DEDUCTIBLES
<u>WC 90-00-818-00</u>	<u>no deductible</u>
_____	_____
_____	_____

Liability policies are Per Occurrence

_____ Claims Made

ELS
Insurance Agency

[Signature]
Signature

END SECTION 00110



CERTIFICATE OF LIABILITY INSURANCE

DATE: MM/DD/YYYY
09/23/2011

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

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

PRODUCER Mark Van Wert Van Wert of Florida, Inc. 3201 Duggert Drive, Suite 300 Tampa, FL 33607	CONTACT NAME PHONE (A.C. No, Ext): (800) 353-5304 ext. 239 FAX (A.C. No): (888) 225-4049 E-MAIL ADDRESS												
INSURED Employee Leasing Solutions, Inc. At: Emp. Beta Construction of Key West Inc. 1401 Manatee Avenue West Suite 600 Bradenton, FL 34205-6708	INSURER(S) AFFORDING COVERAGE <table border="0"> <tr> <td>INSURER A: American Zurich Insurance Company</td> <td>NAIC # 40142</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: American Zurich Insurance Company	NAIC # 40142	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER A: American Zurich Insurance Company	NAIC # 40142												
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													
INSURER F:													

COVERAGES **CERTIFICATE NUMBER:** 10FL079807774 **REVISION NUMBER:**

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

TYPE	TYPE OF INSURANCE	ADDL SUBR: INSR WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY	COMBINED GENERAL LIABILITY CLAIMS MADE OCCUR					EACH OCCURRENCE DAMAGE TO THIRD PARTY PREMISES (Excludes auto) \$
						MTD EXP. Any one person \$ PERSONAL & ADV. INJURY \$ GENERAL AGRI. CATE \$ PRODUCTS - CONSP. OP. AGG. \$
AUTOMOBILE LIABILITY	ANY AUTO OWNED SCHEDULED AUTOS					COMBINED SINGLE LIMIT (Per accident) \$
	NON OWNED AUTOS					BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
UMBRELLA LIAB	EXCESS LIAB OCCUR					EACH OCCURRENCE \$
						AGGRI. CATE \$
WORKERS COMPENSATION AND EMPLOYERS LIABILITY	A	Y N <input type="checkbox"/> <input type="checkbox"/>	WC 90-00-818-00	12/31/2010	12/31/2011	X WORKMANS COMP. LIMITS (MILE)
						(Mandatory in NH) (If description of operations: none)
Location Coverage Period:				12/31/2010	12/31/2011	Client# 053006

DESCRIPTION OF OPERATIONS LOCATIONS VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Description of operations provided for: Bella Construction of Key West Inc
 111 US Highway 1 #110
 Key West, FL 33040

CERTIFICATE HOLDER Monroe County 1100 Simonton Street Key West, FL 33040	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

SECTION P
NON-COLLUSION AFFIDAVIT

I, EDGAR G. BRASWELL, IV, of the city of KEY WEST, FL, according to law on my oath, and under penalty of perjury, depose and say that:

- 1) I am PRESIDENT
of the firm of BELLA CONSTRUCTION OF KEY WEST, INC.,
the bidder making the bid proposal for the project described in the Notice for Calling for bids for: ELEVATOR FOR BAGGAGE MAKE UP AREA - KWIA
and that I executed the said proposal with full authority to do so;
- 2) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- 3) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and
- 4) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;
- 5) The statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

Edgar G. Braswell IV
(Signature of the Bidder)

10.12.2011
(Date)

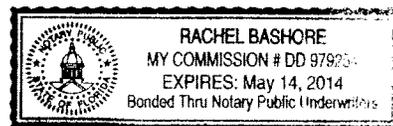
STATE OF: FLORIDA
COUNTY OF: MONROE

I HEREBY CERTIFY that I have read the forgoing application and that the facts stated herein are true and correct to the best of my knowledge and belief.

Personally appeared before me, the undersigned authority, EDGAR G. BRASWELL, IV who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this 12 day of OCTOBER 20 11 foregoing document.

Notary Public: Rachel Bashore

My commission expires: 5.14.14



SECTION C

PROPOSAL AND SCHEDULE OF BID ITEMS

Contract

BID TO: Monroe County Purchasing Department
1100 Simonton Street
Suite 1-213
Key West, Florida 33040

BID FROM: The Morganti Group, Inc.
1450 Centrepark Blvd.
Suite 260
West Palm Beach, FL 33401

Submitted (Date): 10/12/11

The undersigned, as Bidder, hereby declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the plans and specifications for the work and contractual documents relative thereto, and has read all bid documents, Contract Documents, General Provisions, Special Provisions and Specifications furnished; and that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the Monroe County Board of Commissioners, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to and to complete the construction of:

ELEVATOR FOR BAGGAGE MAKE UP AREA
Key West International Airport
Monroe County, Florida

in full and complete accordance with the shown, noted, described and reasonably intended requirements of the plans, specifications and contract documents to the full and entire satisfaction of the Monroe County Board of Commissioners, with a definite understanding that no money will be allowed for extra work except a set forth in the attached Contract Documents for the unit prices listed opposite each item.

rec'd 10-13-2011

The Contractor shall complete the Schedule of Values included as Attachment "A". The Schedule shall be added and the final total base bid amount will be:

\$ Four hundred Twenty Thousand And ZERO Cents Dollars
(total base bid - words)

It is agreed that the description under each item, being briefly stated, implies, although it does not mention, all incidentals and that the prices stated are intended to cover all such work, materials and incidentals as constitute Bidder's obligations as described in the specifications and any details not specifically mentioned, but evidently included in the contract shall be compensated for in the item which most logically includes it.

The quantities for bid items listed on the attached Schedule of Bid Item sheets are estimated quantities only for the purpose of comparing bids. Any difference between these estimated quantities and actual quantities required for construction will not be allowed as basis for claims by the Contractor for extra compensation. Compensation will be based on the unit prices and actual construction quantities and may be modified as stipulated by Sections 20-05 and 90-03 of the General Provisions.

The bidder further proposes and agrees hereby to commence the work with an adequate force, plant and equipment at the time stated in the notice to the Contractor from the Owner to proceed and fully complete performance within the time period stated in the Instructions to Bidders from and after the date stated in the Notice-to-Proceed.

The undersigned further agrees that in case of failure on his part to execute the said contract and the bond within ten (10) consecutive calendar days after written notice being given of the award of the contract, the check or bid bond in the amount as specified herein accompanying this bid and the monies payable thereon, shall be paid into the funds of the Monroe County Board of Commissioners as liquidated damages for such failure; otherwise, the check or bid bond accompanying this proposal shall be returned to the undersigned.

Monroe County's performance and obligation to pay under this Contract, is contingent upon an annual appropriation by the BOCC.

Attached hereto is a certified check on the _____
Bank of _____ or a bid bond for
the sum of 5% OF BID AMOUNT dollars (\$ — 5% —)
made payable to the Monroe County Board of Commissioners.

Checkmarks

- I have included Division I which entails the proposal forms.
- Schedule of Bid Items (Attachment "A").
- Bid Bond
- The Drug-Free Workplace form.

- Prime Bidder's Qualifications:
 - List of major contracts in past 10 years
 - List of equipment and plant available for this project
 - Copy of latest financial statement
- Disclosure of Lobby Activities
- Acknowledgement of Receipt of Addendum
- Disadvantaged Business Enterprise Program
 - DBE Utilization Form "Attachment 1", Division III
 - DBE Letter of Intent "Attachment 2", Division III
- Bidder's Affidavit in Compliance with Florida Trench Safety Act
- Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes
- Sworn Statement Under Ordinance No. 10-1990
- Certification of Non-segregated Facilities
- Federal Wage Decision
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – 49 CFR Part 29
- Copy of Bidder's License for State of Florida, evidence of competency and evidence of financial responsibility
- Bidder's Statement on Insurance
- Non-Collusion Affidavit

(Checkmark items above as a reminder that they are included.)

Mailing Address: The Morganti Group, Inc.
1450 Centrepark Blvd., Suite 260
West Palm Beach, FL 33401

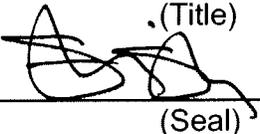
Phone Number: (561) 689-0200

Date: 10/11/11

Signed: 

Gerry Kelly
 (Name)

Sr. Vice President
 (Title)

Witness: 
 (Seal)

ATTACHMENT "A"
SCHEDULE OF BID ITEMS
ELEVATOR FOR BAGGAGE MAKE UP AREA

BIDDER NAME: <u>The Morganti Group, Inc.</u>						
AIRPORT NAME: KEY WEST INTERNATIONAL AIRPORT						
PROJECT DESCRIPTION: ELEVATOR FOR BAGGAGE MAKE UP AREA						
ITEM	SPEC No.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE IN NUMBERS	EXTENDED TOTAL
1		ELEVATOR FOR BAGGAGE MAKE UP AREA AT <u>Four Hundred Twenty Thousand</u> Dollars AND <u>0</u> ZERO Cents	LS	1	420,000.00	\$420,000.00
TOTAL BASE BID ITEMS 1						\$420,000.00

Payment for the work shall be made at the contract lump sum price, which price and payment shall be full compensation for furnishing all materials, equipment, labor, processes, tools and incidental costs required to complete the work.

SECTION D

BID BOND

Contract

KNOW ALL MEN BY THESE PRESENTS, that we:

The Morganti Group, Inc. as Principal, hereinafter called the Principal, and The Insurance Company of the State of Pennsylvania a corporation duly organized under the laws of the State of ~~Florida~~ ^{Pennsylvania}, as Surety, hereinafter called the Surety, are held and firmly bound unto the Monroe County Board of Commissioners as Obligee, hereinafter called the Obligee, in the sum of:

five percent of amount bid
dollars (\$ 5%), for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

ELEVATOR FOR BAGGAGE MAKE UP AREA
Key West International Airport
Monroe County, Florida

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED further, that if the Principal shall submit the apparent lowest bid acceptable to the Obligee but shall fail to meet DBE goals as set forth in the bid specifications, then Principal shall, upon request of the Obligee, submit to Obligee such additional evidence of Principal's good faith efforts to meet such goals in the manner and within the time required in such specifications. Failure to supply such information as required shall result in a forfeiture of this bid bond in the same manner and to the same degree as though Obligee had accepted Principal's bid and Principal had thereafter failed or refused to enter into the contract with Obligee as set forth in the immediately preceding paragraph.

Signed and sealed this 7th day of October, 2011.



(Witness)

The Morganti Group, Inc.

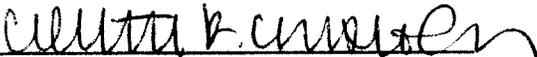
(Principal) (Seal)



(Title) S.R. V.P.

The Insurance Company of the State of Pennsylvania

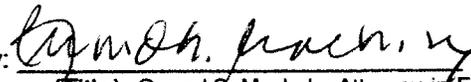
(Surety) (Seal)



(Witness)

Countersigned by:

N/A

By: 

(Title) Gerard S. Macholz, Attorney-in-Fact

FL Non-Resident License #D057942
Alliant Insurance Services, Inc. / RFF & Associates, Inc.
7108 Fairway Drive, Suite 225, Palm Beach Gardens, FL 33418

All bonds must be signed by a Florida resident agent with a legal street address; Post Office boxes are not acceptable. Bid will not be considered unless the bid bond is signed by both Principal and Surety.

POWER OF ATTORNEY

The Insurance Company of the State of Pennsylvania
Principal Bond Office: 175 Water Street, New York, NY 10038

Power No. 19836

No. 01-B-94682

KNOW ALL MEN BY THESE PRESENTS:

That The Insurance company of the State of Pennsylvania, a Pennsylvania corporation, does hereby appoint

---Thomas Bean, Susan Lupski, Gerard S. Macholz, Camille M. Maitland, Robert T. Pearson,
Rita Sagistano, Colette R. Chisholm, George O. Brewster: of Garden City, New York---

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, The Insurance Company of the State of Pennsylvania has executed these presents

this 13th day of May, 2011



Anthony Romano, Vice President

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.

On this 13th day of May, 2011 before me came the above named officer of The Insurance Company of the State of Pennsylvania, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporation thereto by authority of his office.

JULIANA HALLENBECK
Notary Public - State of New York
No. 01HA6126671
Qualified in Bronx County
My Commission Expires April 18, 2013

CERTIFICATE

Exerpts of Resolutions adopted by the Boards of Directors of The Insurance Company of the State of Pennsylvania, on May 18, 1976:

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance and other contract of indemnity and writing obligatory in the nature thereof.

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, Denis Butkovic, Secretary of The Insurance Company of the State of Pennsylvania, do hereby certify that the foregoing exerpts of Resolutions adopted by the Boards of Directors of this corporation, and the Power of Attorney issued pursuant thereto, are true and correct, and that both the Resolutions and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of the corporation

this 7TH day of OCTOBER 2011



Denis Butkovic, Secretary

ACKNOWLEDGEMENT OF PRINCIPAL – IF A CORPORATION

STATE OF } SS
COUNTY OF..... }

On this..... day of....., before me personally appeared to be known, who, being by me duly sworn, did depose and say; that he/she resides at, that he/she is the of the corporation described in and which executed the within insurance instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

.....

ACKNOWLEDGEMENT FOR PRINCIPAL, IF LIMITED LIABILITY COMPANY

STATE OF } SS
COUNTY OF..... }

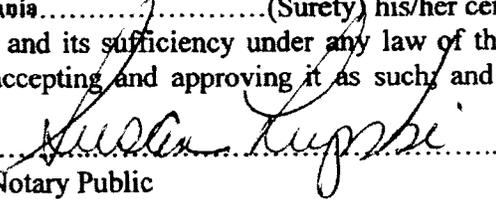
On this day of, before me personally appeared to me known and known to me to be the of, a Limited Liability Company, described in and who executed the foregoing insurance instrument and acknowledged to me that he/she executed the foregoing insurance instrument and acknowledged to me that he/she executed the same as and for the act and deed of said Limited Liability Company.

.....

ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF New York..... } SS
COUNTY OF Nassau..... }

On this October 7, 2011....., before me personally came Gerard S. Macholz..... to me known, who, being by me duly sworn, did depose and say; that he/she resides in Suffolk County....., State of New York..... at he/she is the Attorney-In-Fact of the The Insurance Company of the State of Pennsylvania..... the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to The Insurance Company of the State of Pennsylvania..... (Surety) his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such, and that such certificate has not been revoked.


- Notary Public

NY acknowledgment

SUSAN LUPSKI
Notary Public, State of New York
Nassau County
LIC. #01LU6097368
Term Expires August 18, 2018

**The Insurance Company of the
State of Pennsylvania**

Executive Offices
175 Water Street
New York, NY 10038

**STATUTORY
FINANCIAL STATEMENT**

as of DECEMBER 31, 2010

<u>ASSETS</u>		<u>LIABILITIES</u>	
Bonds.....	\$ 1,601,806,886	Reserve for Losses and Loss Expense	\$ 1,870,339,008
Stocks.....	1,272,582,772	Reserve for Unearned Premiums.....	394,277,280
Collateral Loans.....	-	Reserve for Expenses, Taxes, Licenses and Fees.....	31,392,959
Cash & Short-Term Investments.....	87,246,757	Provision for Reinsurance	13,355,227
Agents' Balances or Uncollected Premiums...	314,767,108	Funds Held Under Reinsurance	
Funds Held by Ceding Reinsurers	5,758,838	Treaties	18,324,176
Reinsurance Recoverable on Loss Payments.	54,764,123	Other Liabilities.....	243,103,465
Equities & Deposits in Pools & Associations.	75,212,320	TOTAL LIABILITIES.....	2,570,792,115
Other Admitted Assets	<u>1,229,687,823</u>	Capital Stock.....	5,005,500
		Surplus	<u>2,065,920,982</u>
TOTAL ASSETS	\$ 4,641,718,607	TOTAL POLICYHOLDERS' SURPLUS	2,070,926,492
		TOTAL LIABILITIES AND POLICYHOLDERS' SURPLUS	\$ 4,641,718,607

Bonds and stocks are valued in accordance with the basis adopted by the National Association of Insurance Commissioners. Securities carried at \$768,350,828 in the above statement are deposited as required by law or otherwise pledged.

CERTIFICATE

John Q. Doyle, President, and Gregory J. Giardiello, Comptroller, of The Insurance Company of the State of Pennsylvania being duly sworn, each for himself depose and says that they are the above described officers of the said Company and that on the 31st day of December, 2010, the Company actually possessed the assets set forth in the foregoing statement and that such assets were available for the payment of losses and claims and held for the protection of its policyholders and creditors, except as hereinbefore indicated, and that the foregoing statement is a correct exhibit of such assets and liabilities of said Company on the 31st day of December, 2010, according to the best of their information, knowledge and belief respectively.

John Q. Doyle

President

Gregory J. Giardiello

Comptroller

STATE OF NEW YORK
COUNTY OF NEW YORK

} ss.:

On this 22 day of April 2011, before me came the above named officers of The Insurance Company of the State of Pennsylvania to me known to be the individuals and officers described herein, and acknowledged that they executed the foregoing instrument and affixed the seal of said corporation thereto by authority of their office.

31077 (3/03)

John K. Schill
JOHN K. SCHILL
Notary Public, State of New York
No. 01SC5053075
Qualified in Kings County
Commission Expires Dec. 11, 2013

SECTION E

DRUG-FREE WORKPLACE FORM

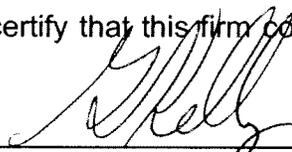
The undersigned Contractor, in accordance with Florida Statute 287.087, hereby certifies that:

The Morganti Group, Inc.

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform such employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Sub-section (1).
4. In the statement specified in Sub-Section (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As a person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Bidder's Signature

Date: 10/11/11

SECTION F

PRIME BIDDER'S QUALIFICATIONS

In order to determine if persons submitting bids are responsible, each contractor shall furnish with his bid the following completed information, and signed statements on "evidence of competency" and "evidence of financial responsibility", which is in accordance with General Provision 20-02.

1. Name of Bidder: The Morganti Group, Inc.
2. Business Address: 1450 Centrepark Blvd., Suite 260, West Palm Beach, FL 33401
3. Telephone Number: (561) 689-0200
4. When Organized: 10/19/92
5. Where Incorporated: Connecticut
6. A list of the person's shareholder with five (5) percent or more of the stock or, if a general partnership, a list of the general partners; or if a limited liability company, a list of its members. **** See answers for 6 - 20 attached
7. A list of the officers and directors of the person;
8. The number of years the person has been operating and, if different, the number of years it has been providing the services, goods, or construction services called for in the Bid.
9. The number of years the person has operated under its present name and any prior names.
10. How many years have you been engaged in the contracting business under the present firm name? _____
11. What is the type of construction work in which you are principally engaged?

12. On separate sheet list major contracts in past 10 years.
13. On separate sheet list equipment and plant available for this project.
14. Enclose a copy of latest Financial Statement.
15. Credit Available for this Contract: \$ _____

16. Contracts now in hand, Gross Amount: \$ _____
17. Have you ever refused to sign a contract at your original bid? _____
18. On separate sheet, list the last five (5) projects over \$500,000 on which the contractor has worked, and telephone numbers.
19. Answers to the following questions regarding claims and suits:
- Has the person ever failed to complete work or provide the goods for which it has contracted? (If yes, provide details.)
 - Are there any judgments, claims, arbitration proceeding or suits pending or outstanding against the person, or its officers or general partners? (If yes, provide details.)
 - Has the person, within the last five (5) years, been a party to any lawsuit or arbitration with regard to a contract for services, goods or construction services similar to those requested in the specifications? (If yes, provide details)
 - Has the person ever initiated litigation against the county or been sued by the county in connection with a contract to provide services, goods or construction services? (If yes, provide details)
 - Whether, within the last five (5) years, an officer, general partner, controlling shareholder or major creditor of the person was an officer, general partner, controlling shareholder or major creditor of any other entity that failed to perform services or furnish goods similar to those sought in the request for bids;
 - Customer references;
 - Credit references.
20. Remarks: _____

(The above statements must be subscribed and sworn to before a Notary Public.)

Date: 10/11/11

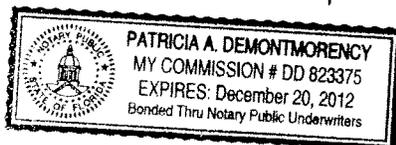
Firm Name: The Morganti Group, Inc.

By: *Gerry Kelly*

Title: Gerry Kelly / Sr. Vice President

Notary Public: *Patricia A. Demontmorency*

12639329
08/30/11 11238



1-22

BID DOCUMENTS
NEW BAGGAGE ELEVATOR #4
KEY WEST INTERNATIONAL AIRPORT

6. A list of the person's shareholder with five (5) percent or more of the stock or, if a general partnership, a list of the general partners; or if a limited liability company, a list of its members.

SKH Holdings, Inc.	100 Mill Plain Road, Danbury, FL 06811	45%
Khoury Children 2007 US Trust	135 West 55th Street, New York, NY 10019	55%

7. A list of the officers and directors of the person;

Nabil Takla	Group President
Gerry Kelly	Sr. Vice President US Operations
James Auld	Vice President

8. The number of years the person has been operating and, if different, the number of years it has been providing the services, goods, or construction services called for in the Bid.

In Business since 1920
 In Florida since 1973

9. The number of years the person has operated under its present name and any prior names.

The Morganti Group, Inc.	1996 – Present
Morganti Florida	1990 – 1996
Morganti South, Inc.	1973 - 1990

10. How many years have you been engaged in the contracting business under the present firm name?

15 years

11. What is the type of construction work in which you are principally engaged?

General Contractor / Construction Management

12. On separate sheet list major contracts in past 10 years.

Nov-12	Lake Worth Casino Building and Beach Revitalization	Gov't	\$11,000,000	City of Lake Worth
May-12	Lancaster Elementary School	K-12	\$14,700,000	Orange County Public Schools
Jan-12	Continuing Service Contract	Government	\$1,000,000	Department of Management Services
Jan-12	Continuing Service Contract	Government	\$1,000,000	Department of Juvenile Justice
Jan-12	Continuing Service Contract	K-12	\$1,000,000	St. Lucie County School Board
Jan-12	Continuing Service Contract	University	\$2,000,000	Florida Atlantic University
Jan-12	Continuing Service Contract	Aviation	\$4,000,000	Palm Beach County Dept of Airports
Dec-11	Southbend K-8 Academy	K-12	\$40,000,000	St. Lucie County School Board
May-11	Lincoln Park Academy	K-12	\$16,500,000	St. Lucie County School Board
Apr-11	Hernando County Health Department	Health Care	\$11,500,000	FL Department of Health
Jan-11	Tax Collector's Office	Government	\$250,000	Palm Beach County Tax Collector
Nov-10	Indiantown Middle School Classroom Bldg. & Cafeteria	K-12	\$13,793,000	Martin County School Board
Aug-10	Palm Lake Elementary School	K-12	\$14,396,400	Orange County Public Schools
Aug-10	MetroWest Elementary School	K-12	\$15,664,712	Orange County Public Schools
Jan-10	Murray Middle School Ph 3 Chiller Plant Modifications	K-12	\$730,000	Martin County School Board
Jan-10	Bay Vista Elementary School	K-12	\$3,282,479	Pinellas County School Board
Jan-10	Lynch Elementary School	K-12	\$5,920,526	Pinellas County School Board
Jan-10	Blanton Elementary School	K-12	\$5,902,923	Pinellas County School Board
Jan-10	Plumb Elementary School	K-12	\$4,350,000	Pinellas County School Board
Dec-09	Entrance Gateway and Science/Administration Building Renovation	University	\$8,400,000	Hillsborough Community College
Sep-09	Key West International Airport	Aviation	\$31,613,533	Monroe County

Jun-09	Palm Beach County Health Department	Health Care	\$19,270,000	FL Department of Health
Apr-09	DW Waters High School	K-12	\$1,600,000	Hillsborough County School Board
Apr-09	Apollo Beach Elementary	K-12	\$3,058,104	Hillsborough County School Board
Jan-09	Continuing Service Contract	University	\$3,400,000	Florida Atlantic University
Jan-09	Continuing Service Contract	University	\$100,000	Pasco-Hernando Community College
Dec-08	Apollo Beach Elementary School Renovation	K-12	\$3,058,104	Hillsborough County School Board
Oct-08	Collins ES	K-12	\$2,576,051	Hillsborough County School Board
Oct-08	Summerfield ES	K-12	\$2,383,614	Hillsborough County School Board
Oct-08	Rodgers MS	K-12	\$1,523,590	Hillsborough County School Board
Oct-08	Riverview HS	K-12	\$3,579,051	Hillsborough County School Board
Aug-08	Ancillary Office Building Ph 2	K-12	\$1,826,679	Hillsborough County School Board
Aug-08	Belle Witter Elementary School	K-12	\$1,520,000	Hillsborough County School Board
Jul-08	Murray Middle School Phase II Classroom Addition	K-12	\$8,954,000	Martin County School Board
Jul-08	Citrus Grove Elementary School	K-12	\$23,320,000	Martin County School Board
Dec-07	Ancillary Office Building Phase I	K-12	\$3,489,344	Hillsborough County School District
Jul-07	Samuel S. Gaines Academy	K-12	\$37,782,000	St. Lucie Public Schools
Jun-07	Sadler Elementary School	K-12	\$14,182,000	Orange County Public Schools
Jan-07	Jupiter Christian School Classroom Building Addition	K-12	\$9,650,000	Jupiter Christian School
Dec-06	Murray Middle School Cafeteria	K-12	\$6,979,000	Martin County School Board
Nov-06	Marathon Regional Airport Hurricane Repair to Terminal and Generator Building	Aviation	\$3,718,026	Monroe County
Nov-06	Indian Ridge School and Turning Points Academy	K-12	\$23,680,807	School District of Palm Beach County
Dec-05	JD Parker Elementary School	K-12	\$16,322,000	Martin County School Board
Jul-05	Franklin Middle School Ph II	K-12	\$7,084,333	Hillsborough County School Board
Jan-05	Jupiter Community High School	K-12	\$47,301,978	School District of Palm Beach County
Dec-04	Jensen Beach High School	K-12	\$47,795,623	Martin County School Board
Aug-04	Pierce Hammock Elementary School	K-12	\$12,769,352	School District of Palm Beach County
Oct-02	Forest Hill Elementary School	K-12	\$10,778,893	School District of Palm Beach County
Aug-02	Eisenhower Elementary School	K-12	\$3,887,946	Pinellas County School Board
Aug-02	Lake Worth High School Phase III Classroom Building	K-12	\$3,712,500	School District of Palm Beach County
Jun-02	West Gate Elementary School	K-12	\$10,610,000	School District of Palm Beach County
Apr-02	Broward County Convention Center	Government	\$30,740,872	Broward County Commission

13. On separate sheet list equipment and plant available for this project.

All work will be subcontracted.

14. Enclose a copy of latest Financial Statement.

See attached in sealed envelope.

15. Credit Available for this Contract: \$

\$110,000,000

16. Contracts now in hand, Gross Amount: \$

\$250,000,000

17. Have you ever refused to sign a contract at your original bid?

No

18. On separate sheet, list the last five (5) projects over \$500,000 on which the contractor has worked, and telephone numbers.

Lake Worth Casino Building and Beach Revitalization	Gov't	\$11,000,000	City of Lake Worth Kathleen Margoles (561) 533-7394
Continuing Service Contract	K-12	\$5,000,000	St. Lucie County School Board Joe Piper (772) 785-6619
Continuing Service Contract	University	\$5,000,000	Florida Atlantic University Peter Thompson (772) 462-0966
Continuing Service Contract	Aviation	\$4,000,000	Palm Beach County Dept of Airports Cindy Portnoy (561) 471-7411
Hernando County Health Department	Health Care	\$11,500,000	FL Department of Health Charles Alby (850) 245-4444 x3167
Tax Collector's Office	Government	\$1,000,000	Palm Beach County Tax Collector David Brady (561) 355-3940
Indiantown Middle School Classroom Bldg. & Cafeteria	K-12	\$13,793,000	Martin County School Board Sue Hershey (772) 215-4053

19. Answers to the following questions regarding claims and suits:

- a. Has the person ever failed to complete work or provide the goods for which it has contracted? (If yes, provide details.)
No
- b. Are there any judgments, claims, arbitration proceeding or suits pending or outstanding against the person, or its officers or general partners? (If yes, provide details.)
No
- c. Has the person, within the last five (5) years, been a party to any lawsuit or arbitration with regard to a contract for services, goods or construction services similar to those requested in the specifications? (If yes, provide details)
No
- d. Has the person ever initiated litigation against the county or been sued by the county in connection with a contract to provide services, goods or construction services? (If yes, provide details)
Yes

The Morganti Group v. Monroe County. This action was filed on August 11, 2011 and served on August 23, 2011. After months of unsuccessful attempts to receive final payment for the Project that was completed in 2009 or alternatively to obtain the County's agreement to attend mediation, Morganti was required to file a complaint to obtain a Court Order requiring the County to attend mediation. Morganti has filed a Motion to Compel the County to attend mediation as required by the Contract.

e. Whether, within the last five (5) years, an officer, general partner, controlling shareholder or major creditor of the person was an officer, general partner, controlling shareholder or major creditor of any other entity that failed to perform services or furnish goods similar to those sought in the request for bids;
No

f. Customer references;
See #18 Above

g. Credit references.
Alliant Insurance Services, Inc. - Construction Services Group
Sandra C. Lopes
Surety Account Manager
225 Franklin Street, 26th Floor, Boston, MA 02110
Phone (617) 217-2120
Fax (617) 217-2324

Bank of America
4501 PGA Blvd.
Palm Beach Gardens, FL
(561) 838-2252

Fleet Bank
90 Danbury Road
Ridgefield, CT 06877
(203) 894-3723

20. Remarks:

None

SECTION G

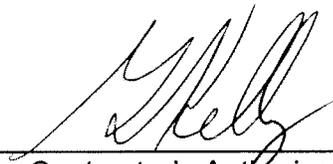
DISCLOSURE OF LOBBY ACTIVITIES

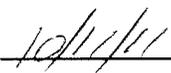
Certification of Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreements and the extension, continuation, renewal, amendment or modification of any Federal contract, Grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Federal contract, Grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under Grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed:  _____
Contractor's Authorized Representative

Dated:  _____

ATTACHMENT 1

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)
UTILIZATION**

The undersigned bidder/offerer has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

The bidder/offerer is committed to a minimum of TBD % DBE utilization on this contract.

The bidder/offerer (if unable to meet the DBE goal of _____%) is committed to a minimum of _____% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

Name of bidder/offerer's firm: THE MORGANTI GROUP, INC.

State Registration No. CGC050879

By 
Signature

SR. V.P.
Title

ATTACHMENT 2

LETTER OF INTENT

Name of bidder/offerer's firm: THE MORGANTI GROUP, INC.

Address: 1450 CENTRE PARK BLVD SUITE 260

City: WEST PALM BEACH State: FL Zip: 33401

Name of DBE firm: TBD

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

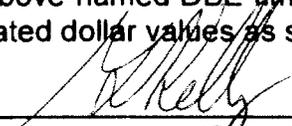
Description of work to be performed by DBE firm:

TBD

The bidder/offerer is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ TBD

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar values as stated above.

By  SR. V.P.
(Signature) (Title)

If the bidder/offerer does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)

SECTION J

**BIDDER'S AFFIDAVIT IN COMPLIANCE WITH
FLORIDA TRENCH SAFETY ACT
(SECTION 553.60-553.64, FLORIDA STATUTES)**

STATE OF FLORIDA)
) **SS**
COUNTY OF MONROE)

BEFORE ME, the undersigned authority, personally appeared

who, being duly sworn, deposes and says as follows:

That he is the duly authorized representative of The Morganti Group, Inc.

(Name of Bidder)

being its _____

(Owner) (Partner) (President or other Corporate Officer)

and as such, has full authority to execute this Bidder's Affidavit.

1. The full legal name and business address of the person or entity submitting this bid:

The Morganti Group, Inc.

1450 Centrepark Blvd., Suite 260

West Palm Beach, FL 33401

2. By submission of this bid and subsequent execution of this Contract, the undersigned bidder certifies that as successful bidder (Contractor) all trench excavation done within his control (by his own forces or by his subcontractors) shall be accomplished in strict adherence with OSHA Trench Safety Standards contained in 19 CFR, s.1926.650, Sub-part P, including all subsequent revisions or updates to these Standards as adopted by the Department of Labor and Employment Security.
3. The bidder acknowledges that included in the various items listed in the Schedule of Prices Bid and in the Total Amount Bid are costs for complying with

the Florida Trench Safety Act (Sections 553.60-553.64, Florida Statutes). The bidder further identifies the costs to be summarized below:

	Trench Safety Measure (Description)	Unit of Measure (LF, SY)	Unit Quantity	Unit Cost	Extended Cost
A	Underpinning	LS	1	1,500	1,500
B					
C					
D					
TOTAL:					\$ 1,500

Signature of Authorized Representative:

Gerry Kelly

Gerry Kelly / Sr. Vice President

Title

10/11/11
Date

STATE OF FLORIDA

COUNTY OF: Palm Beach

The foregoing instrument was acknowledged before me this 11th day of October, 2011, by Gerry Kelly

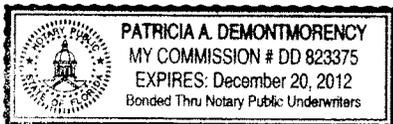
(Sole, Corporation or Partnership)

who is personally known to me or who has produced N/A as identification and who did/did not take an oath.

Patricia A. de Montmorency
(Signature of Notary Public, State of Florida at Large)

PATRICIA A. de MONTMORENCY
(Print name of Notary Public)

My Commission Expires 12/20/12



12639329
08/30/11 11238

I-27

BID DOCUMENTS
NEW BAGGAGE ELEVATOR #4
KEY WEST INTERNATIONAL AIRPORT

SECTION K

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

This form must be signed and sworn to in the presence of a Notary Public or other official authorized to administer oaths.

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

_____.
for New Baggage Elevator #4

2. This sworn statement is submitted by The Morganti Group, Inc.
(name of entity submitting sworn statement)

whose business address is 1450 Centrepark Blvd., Suite 260, West Palm Beach, FL 33401

_____ and (if applicable) its Federal Employer Identification Number (FEIN) is:

06-1149260

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

3. My name is GERRY KELLY and
my _____
(please print name of individual signing)

relationship to the entity named above is SR. V.P.

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

5. I understand that "convicted" or "conviction", as defined in Paragraph 287.133(1)(6), Florida Statutes, means a finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate", as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person", as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

 X Neither the entity submitting this sworn statement nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies)

 There has been a proceeding concerning the conviction before a Hearing

Officer of the State of Florida, Division of Administrative Hearings. The Final Order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the Final Order.)

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

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

Signature of Authorized Representative:

Gerry Kelly

Gerry Kelly / Sr. Vice President

Title

10/11/11
Date

STATE OF FLORIDA

COUNTY OF: *Palm Beach*

The foregoing instrument was acknowledged before me this *11th* day of *October*

20*11*, by *Gerry Kelly*

(Sole, Corporation or Partnership)

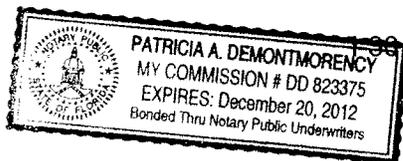
who is personally known to me or who has produced *N/A*
as identification and who did/did not take an oath.

Patricia A. de Montmorency
(Signature of Notary Public, State of Florida at Large)

Patricia A. de Montmorency
(Print name of Notary Public)

My Commission Expires *12/20/12*

12639329
08/30/11 11238



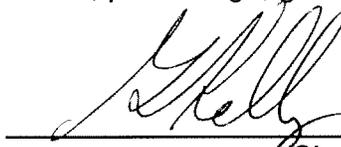
BID DOCUMENTS
NEW BAGGAGE ELEVATOR #4
KEY WEST INTERNATIONAL AIRPORT

SECTION L

**SWORN STATEMENT UNDER ORDINANCE NO. 10-1990
MONROE COUNTY, FLORIDA**

ETHICS CLAUSE

The Morganti Group, Inc. warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this Contract without liability and may also, in its discretion, deduct from the Contract or purchase price or otherwise recover the full amount of any fee, commission, percentage, gift or consideration paid to the former County officer or employee.


Gerry Kelly
Sr. Vice President

(Signature)

Date: 10/11/11

STATE OF: Florida

COUNTY OF: Palm Beach

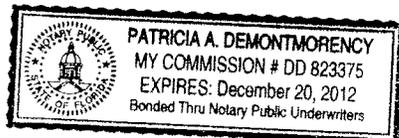
PERSONALLY APPEARED BEFORE ME the undersigned authority:

Gerry Kelly
who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 11th day of October, 2011.

Patricia A. de Montmorency
(Signature of Notary Public, State of Florida at Large)

PATRICIA A. de Montmorency
(Print name of Notary Public)

My Commission Expires 12/20/12



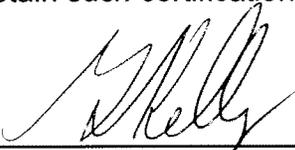
SECTION M

CERTIFICATION OF NONSEGREGATED FACILITIES

Contract

(As Required by Division III, Section 160 Subsection 160-02
Equal Employment Opportunity Requirements of the General Provisions)

The federally assisted construction contractor certifies that he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies that he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timelocks, 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 directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause and that he will retain such certifications in his files.



Gerry Kelly

Signature of Contractor

Sr. Vice President

Title

SECTION N

FEDERAL WAGE DECISION

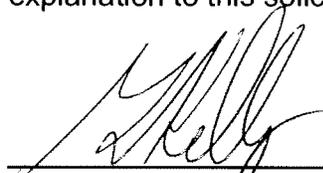
Use the latest publication or the attached publication dated 10/29/2010, Construction Type: Building, if that is the latest list issued for Monroe County.

SECTION O

**CERTIFICATION REGARDING DEPARTMENT, SUSPENSION,
INELIGIBILITY, AND VOLUNTARY EXCLUSION - 49 CFR PART 29**

(Version 1, 5/90)

The bidder/offerer certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this cause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offerer/contractor any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.



Signature of Contractor

Gerry Kelly

Title

Sr. Vice President

AC# 5113140

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L10082301431

DATE	BATCH NUMBER	LICENSE NBR
08/23/2010	090479833	CGC050879

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

KELLY, GERALD
THE MORGANTI GROUP INC
1607 PACKWOOD ROAD
JUNO ISLES FL 33408-2241

CHARLIE CRIST
GOVERNOR

CHARLIE LIEM
SECRETARY

DISPLAY AS REQUIRED BY LAW

State of Florida

Department of State

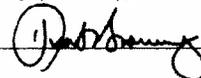
I certify from the records of this office that THE MORGANTI GROUP, INC. is a corporation organized under the laws of Connecticut, authorized to transact business in the State of Florida, qualified on October 19, 1992.

The document number of this corporation is P41056.

I further certify that said corporation has paid all fees due this office through December 31, 2011, that its most recent annual report was filed on January 19, 2011, and its status is active.

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

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Second day of February, 2011



Secretary of State



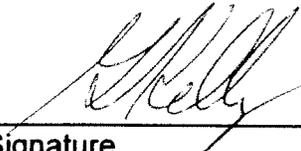
Authentication ID: 500191916475-020211-P41056

To authenticate this certificate visit the following site, enter this ID, and then follow the instructions displayed.
<https://efile.sunbiz.org/certauthver.html>

BIDDER'S STATEMENT

I understand the insurance that will be mandatory if awarded the contract and will comply in full with all the requirements.

THE MORGANTI GROUP, INC.
Bidder


Signature



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/05/2011

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

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

PRODUCER Aon Risk Services Northeast, Inc. Boston MA Office One Federal Street Boston MA 02110 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (847) 953-5390		
	E-MAIL ADDRESS:		
INSURED The Morganti Group, Inc. 1450 Centrepark Boulevard Suite 260 West Palm Beach FL 33401 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: National Union Fire Ins Co of Pittsburgh		19445
	INSURER B: Zurich American Ins Co		16535
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER: 570043173544** **REVISION NUMBER:**

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

INSR I/TR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO JECT <input checked="" type="checkbox"/> LOC		GLO386731504	07/01/2011	07/01/2012	EACH OCCURRENCE	\$2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$2,000,000
						GENERAL AGGREGATE	\$4,000,000
						PRODUCTS - COMP/OP AGG	\$4,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Coll Ded \$1000 <input checked="" type="checkbox"/> Comp Ded \$1000		BAP 3867314-04 AOS	07/01/2011	07/01/2012	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION		BE34202341	07/01/2011	07/01/2012	EACH OCCURRENCE	\$1,000,000
						AGGREGATE	\$1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC386731304	07/01/2011	07/01/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 \$1,000,000 \$1,000,000 \$1,000,000

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

CERTIFICATE HOLDER The Morganti Group, Inc. 1450 Centrepark Boulevard, Suite 260 West Palm Beach FL 33401 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast Inc</i>
--	--

Holder Identifier : 570043173544 Certificate No : 570043173544

SECTION P
NON-COLLUSION AFFIDAVIT

I, Gerry Kelly, of the city of West Palm Beach, according to law on my oath, and under penalty of perjury, depose and say that:

- 1) I am Sr. Vice President
of the firm of The Morganti Group, Inc.,
the bidder making the bid proposal for the project described in the Notice for Calling for bids for: Elevator for Baggage Make-Up Area - KWIA
and that I executed the said proposal with full authority to do so;
- 2) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- 3) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and
- 4) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;
- 5) The statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

Gerry Kelly
(Signature of the Bidder) Gerry Kelly
Sr. Vice President 12/14/11
(Date)

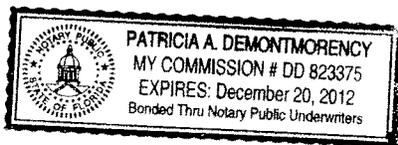
STATE OF: Florida
COUNTY OF: Palm Beach

I HEREBY CERTIFY that I have read the forgoing application and that the facts stated herein are true and correct to the best of my knowledge and belief.

Personally appeared before me, the undersigned authority, Gerry Kelly who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this 11th day of Oct 2011 foregoing document.

Notary Public: Patricia A. Demontmorency
My commission expires: 12/20/12

12639329
08/30/11 11238



39

BID DOCUMENTS
NEW BAGGAGE ELEVATOR #4
KEY WEST INTERNATIONAL AIRPORT

SECTION C

PROPOSAL AND SCHEDULE OF BID ITEMS

Contract

BID TO: Monroe County Purchasing Department
1100 Simonton Street
Suite 1-213
Key West, Florida 33040

BID FROM: The Whiting-Turner Contracting Co.
1901 West Cypress Creek Rd., Suite 101
Ft. Lauderdale, FL 33309

Submitted (Date): October 11, 2011

The undersigned, as Bidder, hereby declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the plans and specifications for the work and contractual documents relative thereto, and has read all bid documents, Contract Documents, General Provisions, Special Provisions and Specifications furnished; and that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the Monroe County Board of Commissioners, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to and to complete the construction of:

ELEVATOR FOR BAGGAGE MAKE UP AREA
Key West International Airport
Monroe County, Florida

in full and complete accordance with the shown, noted, described and reasonably intended requirements of the plans, specifications and contract documents to the full and entire satisfaction of the Monroe County Board of Commissioners, with a definite understanding that no money will be allowed for extra work except a set forth in the attached Contract Documents for the unit prices listed opposite each item.

rec'd 10-13-2011

The Contractor shall complete the Schedule of Values included as Attachment "A". The Schedule shall be added and the final total base bid amount will be:

\$ Four Hundred Twenty Nine Thousand & 00/100 Dollars
(total base bid – words)

It is agreed that the description under each item, being briefly stated, implies, although it does not mention, all incidentals and that the prices stated are intended to cover all such work, materials and incidentals as constitute Bidder's obligations as described in the specifications and any details not specifically mentioned, but evidently included in the contract shall be compensated for in the item which most logically includes it.

The quantities for bid items listed on the attached Schedule of Bid Item sheets are estimated quantities only for the purpose of comparing bids. Any difference between these estimated quantities and actual quantities required for construction will not be allowed as basis for claims by the Contractor for extra compensation. Compensation will be based on the unit prices and actual construction quantities and may be modified as stipulated by Sections 20-05 and 90-03 of the General Provisions.

The bidder further proposes and agrees hereby to commence the work with an adequate force, plant and equipment at the time stated in the notice to the Contractor from the Owner to proceed and fully complete performance within the time period stated in the Instructions to Bidders from and after the date stated in the Notice-to-Proceed.

The undersigned further agrees that in case of failure on his part to execute the said contract and the bond within ten (10) consecutive calendar days after written notice being given of the award of the contract, the check or bid bond in the amount as specified herein accompanying this bid and the monies payable thereon, shall be paid into the funds of the Monroe County Board of Commissioners as liquidated damages for such failure; otherwise, the check or bid bond accompanying this proposal shall be returned to the undersigned.

Monroe County's performance and obligation to pay under this Contract, is contingent upon an annual appropriation by the BOCC.

Attached hereto is a certified check on the N/A
Bank of N/A or a bid bond for
the sum of 5% of Bid Amount dollars (\$ 5% of Bid Amount)
made payable to the Monroe County Board of Commissioners.

Checkmarks

- I have included Division I which entails the proposal forms.
- Schedule of Bid Items (Attachment "A").
- Bid Bond
- The Drug-Free Workplace form.

- Prime Bidder's Qualifications:
 - List of major contracts in past 10 years
 - List of equipment and plant available for this project
 - Copy of latest financial statement
- Disclosure of Lobby Activities
- Acknowledgement of Receipt of Addendum
- Disadvantaged Business Enterprise Program
 - DBE Utilization Form "Attachment 1", Division III
 - N/A DBE Letter of Intent "Attachment 2", Division III
- Bidder's Affidavit in Compliance with Florida Trench Safety Act
- Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes
- Sworn Statement Under Ordinance No. 10-1990
- Certification of Non-segregated Facilities
- Federal Wage Decision
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – 49 CFR Part 29
- Copy of Bidder's License for State of Florida, evidence of competency and evidence of financial responsibility
- Bidder's Statement on Insurance
- Non-Collusion Affidavit

(Checkmark items above as a reminder that they are included.)

Mailing Address: The Whiting-Turner Contracting Company
1901 W. Cypress Creek Road, Suite 101
Fort Lauderdale, FL 33309

Phone Number: 954-776-0800

Date: 10/11/11

Signed: 

(Name)

STEPHEN P. DUFFY, Exec. Vice President

(Title)

Witness: 

(Seal)



ATTACHMENT "A"
SCHEDULE OF BID ITEMS
ELEVATOR FOR BAGGAGE MAKE UP AREA

BIDDER NAME: <u>The Whiting-Turner Contracting Co.</u> AIRPORT NAME: KEY WEST INTERNATIONAL AIRPORT PROJECT DESCRIPTION: ELEVATOR FOR BAGGAGE MAKE UP AREA						
ITEM	SPEC No.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE IN NUMBERS	EXTENDED TOTAL
1		ELEVATOR FOR BAGGAGE MAKE UP AREA AT <u>Four Hundred Twenty Nine Thousand</u> Dollars AND <u>00/100</u> Cents	LS	1	429,000.00	429,000.00
TOTAL BASE BID ITEMS 1						\$429,000.00

Payment for the work shall be made at the contract lump sum price, which price and payment shall be full compensation for furnishing all materials, equipment, labor, processes, tools and incidental costs required to complete the work.

THE WHITING-TURNER CONTRACTING COMPANY

UNANIMOUS CONSENT OF DIRECTORS

DATED MARCH 18, 2011

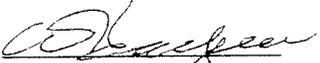
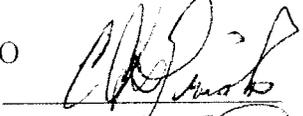
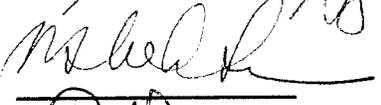
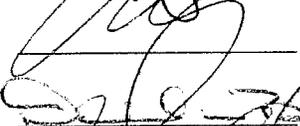
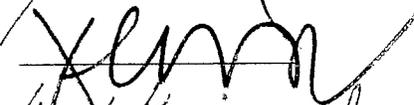
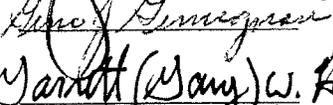
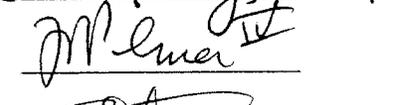
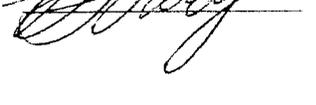
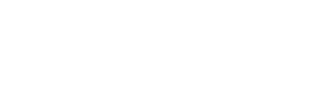
THE UNDERSIGNED, being all of the Directors of THE WHITING-TURNER CONTRACTING COMPANY (The "Corporation"), do hereby unanimously consent, by the adoption of the following resolution pursuant to Section 2-408(c) of the Corporations and Associations Article of the Annotated Code of Maryland (1975), to the action set forth therein, waive any rights which we have to dissent from such action and waive any requirements of a meeting or notice thereof:

BE IT RESOLVED, that the following listed officers are authorized and empowered to sign and submit proposals and contracts on behalf of the Corporation.

This consent shall be filed in the Corporate Minute Book.

<u>NAME</u>	<u>TITLE</u>
Willard Hackerman	President, Treasurer & CEO
Charles A. Irish	Senior Executive Vice President, Secretary & COO
Stephen P. Duffy	Executive Vice President
W. Daniel White	Executive Vice President & Assistant Secretary
Timothy J. Regan	Executive Vice President
Anthony G. Moag	Executive Vice President
Daniel M. Bauer	Senior Vice President
Leonard A. Cannatelli, Jr.	Senior Vice President
Keith A. Douglas	Senior Vice President
Gino J. Gemignani, Jr.	Senior Vice President & Assistant Secretary
Garrett W. Hall	Senior Vice President
Frank R. Palmer IV	Senior Vice President
Robert L. Ryan	Senior Vice President
Richard L. Vogel, Jr.	Senior Vice President

BOARD OF DIRECTORS

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
Willard Hackerman	President, Treasurer & CEO	
Charles A. Irish	Senior Executive Vice President, COO & Secretary	
Stephen P. Duffy	Executive Vice President	
W. Daniel White	Executive Vice President & Assistant Secretary	
Timothy J. Regan	Executive Vice President	
Anthony G. Moag	Executive Vice President	
Daniel M. Bauer	Senior Vice President	
Leonard A. Cannatelli, Jr.	Senior Vice President	
Keith A. Douglas	Senior Vice President	
Gino J. Gemignani, Jr.	Senior V.P. & Asst. Secretary	
Garrett (Gary) W. Hall	Senior Vice President	
Frank R. Palmer IV	Senior Vice President	
Robert L. Ryan	Senior Vice President	
Richard L. Vogel, Jr.	Senior Vice President	

The Whiting-Turner Contracting Co.
PROJECT: Key West International Airport - New Baggage Elevator #4
BID CLARIFICATIONS
Bid Date: October 12, 2011 at 3:00 PM

- 1 Whiting-Turner submitted RFIs by the due date of 10/5/11 as referenced at the pre-bid meeting on 9/28/11. We have not received a response to these RFIs and therefore provide the following clarifications.
- Q1) WT RFI #1: Section 20-02 of the General Provisions requires that the bidders submit a "...confidential statement or report of bidder's financial resources and liabilities...". Please advise how Monroe County keeps this financial information confidential.*
- R1) WT Clarification to RFI #1: WT has submitted its 2010 Balance Sheet with our Proposal in lieu of a more detailed account of our finances. If more detailed information is required please advise how this would be held confidential.
- Q2) WT RFI #2: Will there be a Mutual Waiver of Consequential Damages in the Contract with the successful bidder?*
- R2) WT Clarification to RFI #2: WT requests that Monroe County include a Mutual Waiver of Consequential Damages in the Contract. WT has assumed the County will agree to this and has included this assumption in our Proposal.
- Q3) WT RFI #3: Item 24(a) in the Instructions to Bidders references work to be performed by the Contractor with his own organization. Is there a specific self-perform requirement on the project and, if so, what is the percentage of the total contract amount?*
- R3) WT Clarification to RFI #3: WT does not anticipate we will self-perform any work on this project.
- Q4) WT RFI #4: Part 1.2.B of Section 01100 of the Specifications states there are "Bidding instructions, contractual arrangements, and other Division 1 sections provided by the Construction Manager, Morganti. Is Morganti the construction manager on this project?"*
- R4) WT Clarification to RFI #4: We did not receive any of the above referenced Bid Instructions, contractual arrangements, etc. from Morganti and assume Morganti is not the Construction Manager on the project.
- Q5) WT RFI #5: Detail 2 on Sheet A1-1 states that the "Existing overhead HVAC unit to remain in place". During the pre-bid walkthrough it was indicated that this unit may have to be relocated from its current location. Please advise.*
- R5) WT Clarification to RFI #5: WT did not receive information on where this unit is to be relocated. We have included an allowance of \$1,500 to relocate this unit.
- Q6) WT RFI #6: Demolition Note 1 on Sheet A1-1 states that previous construction indicated a future elevator pit was to be installed in this area. Please verify that all bidders are to include the cost for subsurface foundation exploration and the cost for the new elevator pit as indicated.*
- R6) WT Clarification to RFI #6: We have included the cost of the subsurface investigation and the new elevator pit as indicated on the plans.
- 2 Notes 1-5 under the Foundations heading on sheet S0-2 reference a Subsurface Investigation Report by URS and Earthwork Specifications. Neither of these documents were provided during the bid. Note 5 states that groundwater will be encountered during construction, but without the referenced report we can not determine to what extent as there is no indication of the water table elevation. Therefore, we have included a \$2,500 dewatering allowance in our bid.
- 3 Please reference paragraph 6 of Section 140 General Insurance Requirements for Contractors and Subcontractors. WT's insurance will not provide the thirty (30) day notice to the County on the material change or reduction in coverage as stated in this paragraph. This is a standard exception in the industry today.
- 4 Page IV-45 of the Special Provisions references a staging plan with office location. This plan was not provided in the Bid Documents. Therefore, Whiting-Turner has not included the cost for an onsite office trailer for WT or the RPR. We have assumed it will be acceptable for us to utilize the corner of a vacant office/room in the existing facility. We do include providing the office furniture for the RPR as required in Special Provision No. 8. Power and water consumption charges are by owner.
- 5 We have not included parking fees for WT or its subcontractors. Onsite parking to be provided by EYW at no charge.
- 6 WT has included the cost for temporary power connections as required for construction. We have excluded the costs of power and water consumption charges.
- 7 We have considered this project to be Non-SIDA. WT has included temporary fence and gates to separate construction from the adjacent SIDA areas.
- 8 WT has not included cost of standby fire watch, if required by the AHJ.

SECTION D

BID BOND

Contract

KNOW ALL MEN BY THESE PRESENTS, that we:

The Whiting-Turner Contracting Company as Principal, hereinafter called the Principal, and Fidelity and Deposit Company of Maryland a corporation duly organized under the laws of the State of Maryland, as Surety, hereinafter called the Surety, are held and firmly bound unto the Monroe County Board of Commissioners as Oblige, hereinafter called the Oblige, in the sum of:

5% of amount bid

dollars (\$ *****), for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

ELEVATOR FOR BAGGAGE MAKE UP AREA
Key West International Airport
Monroe County, Florida

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal shall enter into a contract with the Oblige in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED further, that if the Principal shall submit the apparent lowest bid acceptable to the Oblige but shall fail to meet DBE goals as set forth in the bid specifications, then Principal shall, upon request of the Oblige, submit to Oblige such additional evidence of Principal's good faith efforts to meet such goals in the manner and within the time required in such specifications. Failure to supply such information as required shall result in a forfeiture of this bid bond in the same manner and to the same degree as though Oblige had accepted Principal's bid and Principal had thereafter failed or refused to enter into the contract with Oblige as set forth in the immediately preceding paragraph.

Signed and sealed this 12th day of October, 2011.

Claudia Greene
(Witness)

The Whiting-Turner Contracting Company
(Principal) (Seal)

Stephen P. Duffy

STEPHEN P. DUFFY, Exec. Vice President
(Title)

John W. Charlton
(Witness)

Fidelity and Deposit Company of Maryland
(Surety) (Seal)

Countersigned by:

John W. Charlton
John W. Charlton, Florida Resident Agent
Matson-Charlton Surety Group
700 South Dixie Highway, Suite 100, Coral Gable, FL 33146

By: Craig Bancroft
(Title) Craig Bancroft, Attorney-in-Fact

All bonds must be signed by a Florida resident agent with a legal street address; Post Office boxes are not acceptable. Bid will not be considered unless the bid bond is signed by both Principal and Surety.

**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by FRANK E. MARTIN JR., Vice President, and GERALD F. HALEY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint Gary A. PYNE, Stephen M. MUTSCHELLER, Robert F. WHITE, Gary L. BERGER, Shari L. BOWERS, R. Nelson OSTER, Craig BANCROFT, Joshua B. HAUSERMAN and William FRANCIK, all of Hunt Valley, Maryland, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Gary A. PYNE, Stephen M. MUTSCHELLER, Robert E. WHITE, Gary L. BERGER, Shari L. BOWERS, R. Nelson OSTER, Craig BANCROFT, Joshua B. HAUSERMAN, William FRANCIK, dated February 16, 2011.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 18th day of July, A.D. 2011.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**



Gerald F. Haley

Gerald F. Haley Assistant Secretary

Frank E. Martin Jr.

By: Frank E. Martin Jr. Vice President

State of Maryland }
City of Baltimore } ss:

On this 18th day of July, A.D. 2011, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., Vice President, and GERALD F. HALEY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument is the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn Notary Public
My Commission Expires: July 14, 2015

SECTION E

DRUG-FREE WORKPLACE FORM

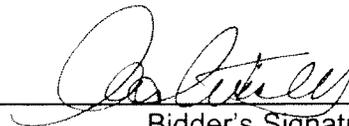
The undersigned Contractor, in accordance with Florida Statute 287.087, hereby certifies that:

The Whiting-Turner Contracting Co.

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform such employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Sub-section (1).
4. In the statement specified in Sub-Section (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As a person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Bidder's Signature

Date:

10/10/11

SECTION F

PRIME BIDDER'S QUALIFICATIONS

In order to determine if persons submitting bids are responsible, each contractor shall furnish with his bid the following completed information, and signed statements on "evidence of competency" and "evidence of financial responsibility", which is in accordance with General Provision 20-02.

1. Name of Bidder: The Whiting-Turner Contracting Company
1901 W. Cypress Creek Road, Suite 101
2. Business Address: Fort Lauderdale, FL 33309
3. Telephone Number: 954-776-0800
4. When Organized: 1909
5. Where Incorporated: Maryland, April 12, 1934.
6. A list of the person's shareholder with five (5) percent or more of the stock or, if a general partnership, a list of the general partners; or if a limited liability company, a list of its members. Whiting-Turner is a privately held company, ownership information is confidential.
7. A list of the officers and directors of the person;
Please refer to the attached list of officers.
8. The number of years the person has been operating and, if different, the number of years it has been providing the services, goods, or construction services called for in the Bid. 102 years.
9. The number of years the person has operated under its present name and any prior names. 102 years.
10. How many years have you been engaged in the contracting business under the present firm name? 102 years.
11. What is the type of construction work in which you are principally engaged?
Construction Management / General Contracting / Design-Build.
12. On separate sheet list major contracts in past 10 years. In the past 10 years, Whiting-Turner has completed over 3,000 projects. In the interest of brevity, we have included a list of projects in the past 5 years in Florida.
13. On separate sheet list equipment and plant available for this project.
Please refer to the attached equipment list.
14. Enclose a copy of latest Financial Statement.
Please refer to the attached balance sheet.
15. Credit Available for this Contract: \$ The Whiting-Turner Contracting Company's total assets are in excess of \$1.249 billion with a net worth of approx. \$434 million. Whiting-Turner has conducted business without borrowing any working capital since 1938. It is privately owned and has no debt. Whiting-Turner has a 5A1 Dunn & Bradstreet rating.

12639329

08/30/11 11238

I-21

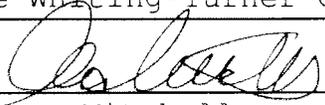
BID DOCUMENTS
NEW BAGGAGE ELEVATOR #4
KEY WEST INTERNATIONAL AIRPORT

16. Contracts now in hand, Gross Amount: \$ 10.214 Billion.
17. Have you ever refused to sign a contract at your original bid? No.
18. On separate sheet, list the last five (5) projects over \$500,000 on which the contractor has worked, and telephone numbers.
Please refer to the list attached.
19. Answers to the following questions regarding claims and suits:
- a. Has the person ever failed to complete work or provide the goods for which it has contracted? (If yes, provide details.) No.
 - b. Are there any judgments, claims, arbitration proceeding or suits pending or outstanding against the person, or its officers or general partners? (If yes, provide details.) Please refer to the list attached.
 - c. Has the person, within the last five (5) years, been a party to any lawsuit or arbitration with regard to a contract for services, goods or construction services similar to those requested in the specifications? (If yes, provide details) No.
 - d. Has the person ever initiated litigation against the county or been sued by the county in connection with a contract to provide services, goods or construction services? (If yes, provide details) No.
 - e. Whether, within the last five (5) years, an officer, general partner, controlling shareholder or major creditor of the person was an officer, general partner, controlling shareholder or major creditor of any other entity that failed to perform services or furnish goods similar to those sought in the request for bids; No.
 - f. Customer references; Please refer to attached list of references.
 - g. Credit references. Please refer to attached list of references.
20. Remarks: _____

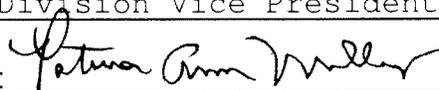
(The above statements must be subscribed and sworn to before a Notary Public.)

Date: October 11, 2011

Firm Name: The Whiting-Turner Contracting Company

By: 
Robert Mitchell

Title: Division Vice President

Notary Public: 



WHITING-TURNER OFFICERS

✓ Only two presidents since 1909

✓ Average years of service for vice presidents and above is 31 years

Name	Position	Years with Whiting-Turner
Willard Hackerman	President & CEO	73
Charles A. Irish	Sr. Executive Vice President & COO	58
Stephen P. Duffy	Executive Vice President	47
Anthony G. Moag	Executive Vice President	30
Timothy J. Regan	Executive Vice President	31
W. Daniel White	Executive Vice President	42
Daniel M. Bauer	Senior Vice President	33
Len A. Cannatelli	Senior Vice President	34
Keith A. Douglas	Senior Vice President	28
Gino J. Gemignani, Jr.	Senior Vice President	49
Garrett W. Hall	Senior Vice President	41
Frank R. Palmer, IV	Senior Vice President	32
Robert L. Ryan	Senior Vice President	41
Richard L. Vogel, Jr.	Senior Vice President	39
Thomas J. Kenney, Jr.	Corporate Counsel	10
Sam G. Abutaleb	Division Vice President	25
J. Scott Breig	Division Vice President	27
Espen S. Brooks	Division Vice President	30
Troy M. Caldwell	Division Vice President	26
Joaquim M. DaSilva	Division Vice President	28
Jeffrey S. Dodds	Division Vice President	27
Ronald M. Eisenberg	Division Vice President	33
Michael F. Ernst	Division Vice President	29
John G. Giovannone	Division Vice President	27
Kempton C. Haile	Division Vice President	29
Kevin P. Higgins	Division Vice President	32
Robert J. Kimmons	Division Vice President	42
Stephen J. Lambertson	Division Vice President	30
James J. Martini	Division Vice President	26
David W. Meyers	Division Vice President	30
Robert H. Mitchell	Division Vice President	34
Paul N. Schmitt	Division Vice President	26
Samuel R. Wells, III	Division Vice President	25

WHITING-TURNER OFFICERS

Name	Position	Years with Whiting-Turner
Jeffrey D. Baxter	Vice President	26
Nancy C. Beavers	Vice President	25
Theodore F. Border	Vice President	19
David A. Boucher	Vice President	15
David P. Brickley	Vice President	27
J. Chris Carlson	Vice President	12
Jeffery S. Cochran	Vice President	24
R. Bruce Cunningham	Vice President	16
Bruce C. Delawder	Vice President	15
Brian C. DeWitt	Vice President	26
Michael F. Donohoe	Vice President	30
Patrick F. Duffy	Vice President	16
Mark W. Faul	Vice President	26
Kermit Fawthrop, Jr.	Vice President	31
Maynard W. Grizzard	Vice President	24
David M. Hahner	Vice President	25
Donald E. Hanky, Jr.	Vice President	29
Gary C. Harkness	Vice President	33
Erik C. Healy	Vice President	19
Craig C. Heiser	Vice President	25
Jonathan S. Hess	Vice President	19
Jon F. (Murray) Hestley	Vice President	21
Gerard M. Hiller	Vice President	36
Chris D. Hoyson	Vice President	29
Jeffrey A. Jenkins	Vice President	17
Robert E. Kehoe	Vice President	24
Adrian J. Kennedy	Vice President	25
Barry L. Klingenberg	Vice President	44
Bernard F. LaHatte	Vice President	32
Daniel W. Licht, Jr.	Vice President	28
Steven J. Likins	Vice President	23
Andrew B. Linden	Vice President	19
Edward C. Mackowiak	Vice President	41

WHITING-TURNER OFFICERS

Name	Position	Years with Whiting-Turner
Jeffrey C. Maeder	Vice President	25
Christopher N. Martinson	Vice President	28
David M. McGinnis	Vice President	35
Scott J. McMahon	Vice President	30
Robert Minutoli, Jr.	Vice President	16
Dani A. Niccolucci	Vice President	42
Brian R. Ott	Vice President	26
James G. Owens	Vice President	28
Terry S. Powell	Vice President	25
David Reitmeyer	Vice President	20
Louis Rossi	Vice President	33
Kurt D. Sandberg	Vice President	27
Kevin J. Seicke	Vice President	25
Edward J. Schlotterback	Vice President	24
Kevin P. Shields	Vice President	34
Daryl C. Steinbeck	Vice President	19
Edward W. Spaulding	Vice President	25
Brent A. Voyles	Vice President	25
Richard Warhall	Vice President	24
G. William Whiting	Vice President	31

FLORIDA PROJECTS COMPLETED PAST FIVE YEARS

Project Name	Owner	Architect	Contract Amount	Date of Completion
EPCOT China Pavilion	Acomb Ostendorf & Associates	Morris Architects	\$1,750,000	2011
Biotest Pharmaceuticals Corp.	Biotest Materials Handling Expansion	Stantec Consulting	\$584,147	2010
AWT Methanol Piping Replacement	City of West Palm Beach	City of West Palm Beach	\$23,710	2008
Carver Canal	City of West Palm Beach	Arcadis	\$1,448,127	2007
City Commons and Waterfront Project	City of West Palm Beach	CH2M Hill	\$8,274,255	2009
East Central Reg. Wastewater Treatment Facility Improvements	City of West Palm Beach	Camp Dresser & McKee	\$4,273,258	2009
ECRWWTP AB-1 Mixing/Aerator Improvements	City of West Palm Beach	Jordan Jones & Goulding	\$198,400	2008
Rosemary Avenue Improvements Phase 1	City of West Palm Beach	LBFH, Inc.	\$3,554,041	2007
ECRWWFF WAS Valve & Clarifier Gate Replacements	City of West Palm Beach	Jordan Jones & Goulding	\$801,191	2010
Windsor Avenue Improvements CSX Coor.	City of West Palm Beach	Civil Design, Inc.	\$1,178,840	2009
Water Treatment Plant 36 Valves and Piping Improvements	City of West Palm Beach	Malcolm Pirnie, Inc.	\$662,272	2010
Broadmoor Neighborhood Improvements	City of West Palm Beach	City of West Palm Beach	\$9,780,000	2011
Hibiscus Street 12" Water Main Installation	City of West Palm Beach	City of West Palm Beach	\$178,000	2011
Hollywood Facility Improvements	Classic Residence by Hyatt	Perkins Eastman Architects	\$1,385,168	2009
CRbH MS Wing Renovation	Classic Management Limited Partnership	Perkins Eastman Architects	\$680,000	2011
Endo Suite	Cleveland Clinic Florida	Architecture, Inc.	\$434,274	2008
Fourth Floor Build-Out	Cleveland Clinic Florida	Architecture, Inc.	\$2,552,882	2008
Meridian Office Building	Cleveland Clinic Florida	Architecture, Inc.	\$2,335,266	2008
Miscellaneous Renovations	Cleveland Clinic Florida	Architecture, Inc.	\$22,390	2009
MRI Suite	Cleveland Clinic Florida	Architecture, Inc.	\$638,829	2008
Sleep Room	Cleveland Clinic Florida	Architecture, Inc.	\$103,453	2008
DISC Building Chiller and Generator Expansion	Disney Worldwide Services, LLC	Peninsula Engineering Inc.	\$569,532	2009
Office Fit-Out	FBC Mortgage, LLC	C4 Architecture, Inc.	\$364,000	2008
RCA Access Building	Florida Power & Light	BRPH Architects and Engineers, Inc.	\$5,778,291	2010
Gardens Mall Renovation, The	Forbes Company, The	JPRA Architects/ Peterhansrea Design	\$25,435,375	2007
Foreign Language Early Childhood Center	Foreign Language Early Childhood Center	C4 Architecture, Inc.	\$366,367	2008
IT Building Renovation	GTE Federal Credit Union	Mechanical Engineering Solutions	\$227,497	2007
JCP Clermont	JC Penney Company, Inc.	Nudell Architects	\$6,748,595	2009
JCP Davenport	JC Penney Company, Inc.	Nudell Architects	\$6,000,000	2008
JCP Kissimmee	JC Penney Company, Inc.	Nudell Architects	\$6,526,125	2007
JCP Lee County	JC Penney Company, Inc.	Nudell Architects	\$6,000,000	2007
JCP Spring Hill	JC Penney Company, Inc.	Nudell Architects	\$6,936,622	2007
Galleria Mall Sanitary Sewer Repairs	Kravco-Florida Property Holding Corp.	Kravco-Florida Property Holding Corp.	\$52,262	2009
Yak & Yeti Restaurant	Landry's Restaurants	Cunningham Group Architecture, PA	\$10,825,823	2007
Office Renovation	Liberty Mutual Group	IA Interior Architects	\$253,703	2009
Macy's Boca Raton	Macy's, Inc.	Hixson	\$11,133,958	2007
Platinum, The	Maysville, Inc.	Fullerton Diaz	\$30,145,406	2007
Tower at the Tradition of the Palm Beaches	MorseLife, Inc.	Perkins Eastman Architects	\$58,000,000	2009

FLORIDA PROJECTS COMPLETED PAST FIVE YEARS

Project Name	Owner	Architect	Contract Amount	Date of Completion
Muvico – Renovation	Muvico	D. L. Ogden Architecture	\$1,079,000	2010
New Tampa Dental Rebuild	New Tampa Dental	ARC3 Architecture	\$282,274	2007
Shoppes at New Tampa Phase III	New Tampa Dental	ARC3 Architecture	\$1,300,000	2007
Brook Subdivision Preconstruction	Northwest Riviera Community Redevelopment	Colome & Associates	\$600,000	2008
Prime Outlets	Prime Retail	Dal Pos Architects, LLC	\$110,000,000	2009
Lofts, The, Phase II	Related Group of Florida, The	Cohen, Freedman, Encinosa & Assoc.	\$50,015,262	2007
Plaza on Brickell, The	Related Group of Florida, The	Nichols, Brosch, Wurst, Wolfe & Assoc.	\$181,169,000	2007
Plaza Theaters	RP Realty Partners	Baker Barrios Architects	\$2,626,232	2009
Plaza Garage Storage Units	RPD Plaza Garage, LLC	C4 Architecture, LLC	\$52,000	2010
Cantina de San Angel Restaurant at EPCOT – Phase I	San Angel Inn, LLC	Morris Architects	\$309,539	2010
Cantina de San Angel Restaurant at EPCOT – Phase II	San Angel Inn, LLC	Morris Architects	4,812,635	2010
T-Rex Downtown Disney	Schussler Creative, Inc.	Cunningham Group Architecture, PA	\$18,070,000	2008
Celebration Boulevard Medical Center	Shermen Group	Cooper, Robertson & Partners	\$11,409,507	2008
CBMC – 4 th Floor Buildout – Phase III	Shermen Group	C4 Architecture, LLC	\$395,555	2010
Boca Town Center Mall	Simon Property Group, Inc.	Dorsky Hodgson Parrish Yue	\$33,000,000	2007
Boynton Beach Mall Expansion	Simon Property Group, Inc.	Dougherty, Schroeder & Associates	\$5,418,209	2007
Coral Square Mall Renovation	Simon Property Group, Inc.	Cuhaci & Peterson Architects	\$8,040,000	2009
Talbot's Entry	Simon Property Group, Inc.	Dorsky Hodgson Parrish Yue	\$767,476	2008
Retail Expansion at Boca Town Center- Forever 21	Simon Property Group, Inc	Corland Morgan Architects	\$1,500,000	2011
FLL Terminal 1 In Line BHS	Southwest Airlines	Graef USA	\$8,040,000	2011
Dolphin Mall ADA Improvements	Taubman Company, The	Taubman Company, The	\$141,844	2009
Dolphin Mall PF Chang's Pad Prep	Taubman Company, The	Taubman Company, The	\$591,163	2010
Product Development Laboratory	TEVA Pharmaceuticals	Stantec Consulting	\$5,299,094	2009
EIFS Repair	Town Center at Boca Raton	N/A	\$93,166	2009
Nordstrom's Valet & Sidewalk Modifications	Town Center at Boca Raton	CH2M Hill	\$11,063	2009
Turner Pharmacy	Turner Brothers, Inc.	C4 Architecture	\$131,839	2008
Life Science Park Demolition	University of Miami	PBS&J	\$47,114	2009
Emerging Pathogens Institute	University of Florida	Gresham, Smith and Partners	\$40,916,061	2009
NIMET Nanoscale Research Facility UF-202	University of Florida	M+W Zander U.S. Operations, Inc.	\$27,000,000	2008
CBD Expansion Interior Build-Out	University of South Florida	Gresham, Smith and Partners	\$1,370,000	2007
USFRF COPH – GHIDRP	University of South Florida	Gresham, Smith and Partners	\$1,322,267	2008
4955 Sewer Meter Installation	Watson Laboratories	Engel and Assoc.	\$22,573	2009
Building 4001 Leasehold Improvements	Watson Laboratories	Engel and Assoc.	\$91,266	2008
Building 4011 Office Renovations	Watson Laboratories	Engel and Assoc.	\$559,408	2008
Building 4955 Phase B Production Expansion Preconstruction	Watson Laboratories	O'Neal, Inc.	\$556,589	2007
Compressed Air Project	Watson Laboratories	O'Neal, Inc.	\$1,193,833	2007
Data Center Mechanical Room Modifications	Watson Laboratories	Engel and Assoc.	\$92,987	2009
Data Center Smoke Detectors	Watson Laboratories	N/A	\$25,305	2009
Marina West Phase 2	Watson Laboratories	O'Neal, Inc.	\$556,859	2007

FLORIDA PROJECTS COMPLETED PAST FIVE YEARS

Project Name	Owner	Architect	Contract Amount	Date of Completion
Packaging, R&D Labs, Quality Control Expansion	Watson Laboratories	O'Neal, Inc.	\$34,158,697	2009
Potent Compound Suite Modifications	Watson Laboratories	Engel and Assoc.	\$300,000	2008
Weston Laboratory Expansion	Watson Laboratories	Engel and Assoc.	\$97,896	2009
Brandon Mall Access Drive A Improvements	Westfield Corporation, Inc.	URS Corporation	\$265,590	2008
Melbourne Beach Hilton – Tower Addition	Westmont Hospitality Group	mbi/k2m Architecture, Inc.	\$13,612,330	2008
UM Life Science & Technology Park	Wexford Miami, LLC	Zimmer Gunsels Frasca Architects, LLP	\$60,592,000	2011
South Broward Metal Separation Project	Wheelabrator Technologies	S/D Engineers	\$642,275	2009

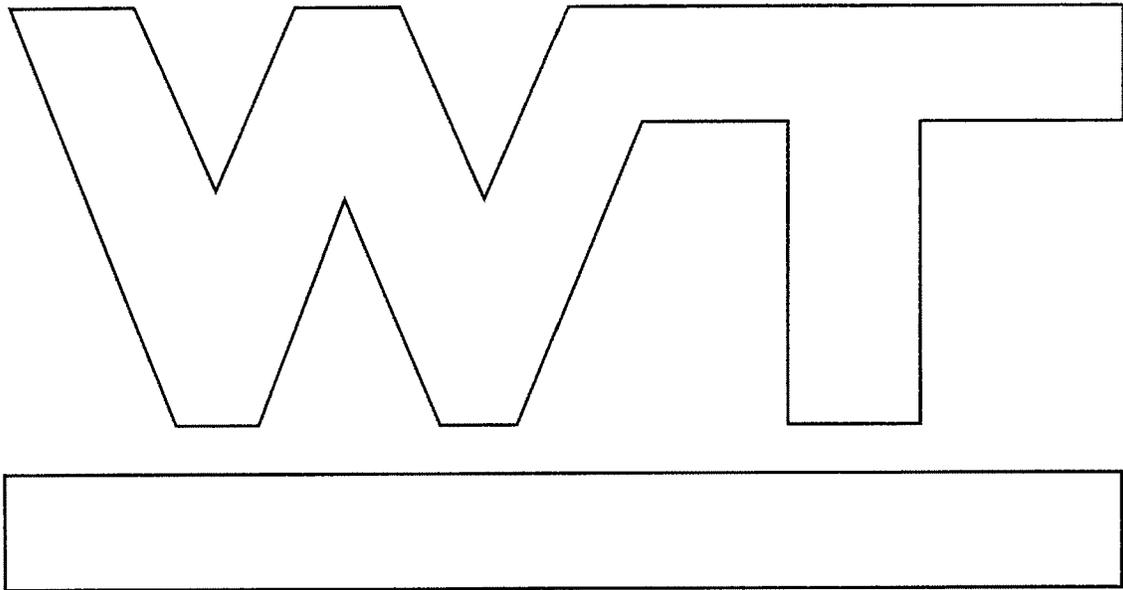
MAJOR EQUIPMENT LIST

Description	Purchase Date	Current Value
COMPACTOR, TRENCH	11/2/1994	\$4,000
COMPACTOR, TRENCH	5/30/2002	\$11,500
CRANE, HYDR, AT, 35 TON	3/27/1995	\$275,000
CRANE, HYDR, RT, 30 TON	7/25/1990	\$165,000
CRANE, HYDR, TRK, 40 TON	5/8/2001	\$225,000
CRANE, HYDR, TRK, 70 TON	6/1/1998	\$350,000
CRANE, HYDR, TRK, 90 TON	7/2/2007	\$750,000
CRANE, HYDR,CD,GAS 8.5 TON	5/27/1994	\$50,000
EXCAVATOR, COMPACT, TR, DIE	8/15/2002	\$23,000
EXCAVATOR, HYDR, CR. DIES	9/29/1999	\$50,000
EXCAVATOR, HYDR, CR. DIES	5/7/2004	\$86,000
EXCAVATOR, HYDR, CR. DIES	4/29/1994	\$15,000
EXCAVATOR, HYDR, TR, DIES	3/15/1994	\$36,000
EXCAVATOR, HYDR, TR, DIES	11/19/2003	\$18,000
FORKLIFT, RT, 9,000 #	5/30/2003	\$42,000
FORKLIFT, RT, 10,000 #	5/27/2003	\$36,000
FORKLIFT, RT, 10,000 #	12/30/2004	\$32,000
FORKLIFT, WHSE, GAS, 8000#	8/4/2003	\$12,000
FORKLIFT,WHSE, ELEC, 4000#	6/7/2006	\$18,000
FORKLIFT,WHSE, LP, 9,000#	7/5/2007	\$37,000
GENERATOR, DIESEL, 30.0 KW	4/21/1992	\$6,000
GENERATOR, DIESEL, 50.0 KW	3/23/1994	\$5,000
GENERATOR, DIESEL, 50.0 KW	5/29/1996	\$5,500
GENERATOR, DIESEL, 50.0 KW	10/31/1996	\$5,500
GENERATOR, DIESEL, 50.0 KW	2/9/1999	\$6,200
GENERATOR, DIESEL, 50.0 KW	11/1/2000	\$9,200
GENERATOR, DIESEL, 56.0 KW	12/22/2006	\$28,000
GENERATOR, DIESEL, 56.0 KW	12/22/2006	\$28,000
GENERATOR, DIESEL, 56.0 KW	1/23/2007	\$27,000
GENERATOR, DIESEL, 60.0 KW	1/22/2004	\$13,000
GENERATOR, DIESEL, 60.0 KW	1/22/2004	\$7,000
GENERATOR, DIESEL, 100.0 KW	1/22/2004	\$16,000
GENERATOR, DIESEL, 105 KW	7/13/2004	\$6,500
GENERATOR, DIESEL, 125.0 KW	12/20/1999	\$21,000
GENERATOR, DIESEL, 225.0 KW	1/22/2004	\$22,000
GENERATOR, DIESEL, 300 KW	7/29/2003	\$21,000
GROUND HEATER,THAW/CURING	12/13/2003	\$15,500
GROUND HEATER,THAW/CURING	1/26/2004	\$16,000
GROUND HEATER,THAW/CURING	3/11/2004	\$31,000
HOIST, PERSONNEL, 5000 LB	9/27/1999	\$17,500
JACKING SYSTEM	1/9/1995	\$22,000
LOADER, 4 WHL, DIESEL	10/2/2002	\$83,000
LOADER, 4 WHL, DIESEL 2.3	10/16/2002	\$81,000
LOADER, DIESEL, CR, 2.0CY	7/11/2003	\$124,000
LOADER, SKID STEER, 4 WHL	7/17/1995	\$8,000
LOADER, SKID STEER, 4 WHL	6/17/1996	\$8,500

MAJOR EQUIPMENT LIST

LOADER, SKID STEER, 4 WHL	5/31/1999	\$8,500
LOADER, SKID STEER, 4 WHL	8/5/2003	\$13,000
LOADER, SKID STEER, 4 WHL	7/20/2004	\$14,500
LOADER, SKID STEER, TRACK	5/12/2006	\$39,000
SWEeper, 4WHL, VACUUM AIR	9/17/2002	\$95,000
SWEeper, 4WHL, VACUUM AIR	12/19/2006	\$145,000
SWEeper, RIDE ON, LP	10/19/1999	\$12,000
TRACTOR, DIESEL, BACKHOE	6/17/1996	\$4,000
TRACTOR, DIESEL, BACKHOE	12/14/2004	\$12,000
TRACTOR, DIESEL, BACKHOE	6/4/1996	\$21,500
TRACTOR, DIESEL, BACKHOE	7/2/2004	\$55,500
TRACTOR, DIESEL, BACKHOE	7/14/2004	\$47,500
TRACTOR, DIESEL, EXTNAHOE	4/6/1990	\$10,000
TRACTOR, DIESEL, EXTNAHOE	8/7/1995	\$23,500
TRACTOR, DIESEL, EXTNAHOE	11/1/1996	\$24,000
TRACTOR, DIESEL, EXTNAHOE	10/2/2002	\$41,500
TRUCK, 1997, 327 F78, MD	9/17/1997	\$35,000
TRUCK, 2001, 428 F21, MD	3/12/2001	\$50,000
TRUCK, 2005, 273 E46, MD	6/11/2004	\$75,000
TRUCK, 2005, 293 E85, MD	6/15/2006	\$155,000
TRUCK, 2006, 605 F06, MD	3/13/2007	\$120,000
TRUCK, 2006, 152E/D12, MD	9/19/2005	\$95,000
TRUCK, 2007, MD	10/29/2007	\$153,000
TRUCK, 2007, 146E/D96, MD	3/17/2007	\$150,000
TRUCK, 2007, 172E/D32, MD	10/16/2006	\$110,000

The Whiting-Turner Contracting Company



BALANCE SHEET
December 31, 2010

Balance Sheet
December 31, 2010
(Source: audited financial statement)

Assets

Current Assets

Cash and cash equivalents	\$ 56,782,812
Marketable Securities	690,395,379
Accounts receivable	621,605,807
Costs and estimated earnings in excess of billings	106,228,064
Other current assets	106,203,044
Total current assets	1,581,215,106

Restricted Marketable Securities	5,108,137
Fixed assets, net of depreciation	16,384,385
Other assets	39,848,486
Total assets	\$1,642,556,114

The Whiting-Turner Contracting Company

Liabilities and Stockholders' Equity

Current Liabilities

Accounts payable	\$ 711,116,300
Billings in excess of costs and estimated earnings.....	412,071,539
Accrued expenses	42,507,031
Total current liabilities	<u>1,165,694,870</u>

Long-term debt	—
Total liabilities	<u>1,165,694,870</u>

Stockholders' Equity

Voting preferred stock – 12% non-cumulative, 537,550 shares authorized 537,550 shares outstanding	5,913,050
Executive preferred stock – \$.01 par value, 5,000,000 shares authorized, 1,020,852 shares outstanding.....	10,208,521
Common stock – \$.01 par value, 191,975 shares authorized, 146,275 shares outstanding	1,462
Class A Common stock – \$.01 par value, 1,000 shares authorized, 1,000 shares outstanding	10
Paid-in capital	10,713,279
Retained earnings.....	473,422,548
Accumulated other comprehensive loss	(23,397,626)
Total stockholders' equity	<u>476,861,244</u>

Total liabilities and stockholders' equity	<u>\$1,642,556,114</u>
---	-------------------------------

THE WHITING-TURNER CONTRACTING COMPANY

OFFICES NATIONWIDE

Headquarters

300 East Joppa Road
Baltimore, Maryland 21286
410 821-1100
410 337-2324 fax
www.whiting-turner.com

Auditors

Clifton Gunderson LLP

LAST FIVE PROJECTS OVER \$500,000

In the interest of brevity, we have included a list for the Vice President under whom this work will fall:

Project Name	Owner	Contract Amount	Contact Name	Contact Telephone
FLL Terminal 1 In Line BHS	Southwest Airlines	\$8,040,000	Ms. Denise McElroy	972-273-9333
University of Miami, Life Science and Technology Park	Wexford Miami, LLC.	\$60,592,000	Mr. Joseph A. Reagan	215-966-6236
Muvico - Hialeah Renovation	Muvico	\$1,079,000	Mr. Neal Bretan	954-745-0608
CRbH MS Wing Renovation	Classic Management Limited Partnership	\$680,000	Mr. James Edwartoski	954-364-4725
Retail Expansion at Boca Town Center-Forever 21	Simon Property Group, Inc.	\$1,500,000	Mr. John Albright	317-263-7953

STATEMENT OF LITIGATION

Whiting-Turner is rarely involved in litigation. However, since the Company is typically engaged in approximately 500 to 700 projects at any given time, and is party to approximately 12,000 subcontracts in connection with those projects, there are obviously bound to be some disagreements which reach the litigation stage. Also, there are occasional accidents and claims of injuries, principally by employees of subcontractors, which result in litigation. These matters are typically defended by the various insurance carriers involved. Please note that many recent cases involving both project owners and subcontractors are related to the weak real estate market and its effect on an owner's ability to pay amounts owed to Whiting-Turner.

Whiting-Turner has been a party to only a few suits involving owners in the past five years. A list and brief description of these suits is set forth below.

Whiting-Turner does not maintain a historical list of all litigation involving subcontractors or mechanic's lien claims. Most subcontractor cases involve claims by subcontractors for additional compensation. Whiting-Turner resolves meritorious claims by agreement. It is Whiting-Turner's position in the relatively few cases which it contests that either the subcontractor is not entitled to additional compensation or that the claim is grossly inflated. Almost all of these cases are ultimately settled by agreement of the parties. Recently, a number of subcontractors have filed for bankruptcy protection. Often these subcontractors have been paid by Whiting-Turner but have not paid their subcontractors and suppliers, which have in turn asserted lien or bond claims which Whiting-Turner is defending on behalf of the owner.

Whiting-Turner does not maintain a list of arbitrations. It is involved in few arbitrations because our standard subcontract and the vast majority of owner contracts provide for litigation as the dispute resolution procedure. Whiting-Turner also does not maintain a master list of cases being defended by our insurance carrier. However, Whiting-Turner carries insurance coverages and limits as required by its contracts with owners and its insurance has always proved adequate to cover any claims.

The following list summarizes litigation within the past five (5) years involving owners, as well as pending litigation involving subcontractors where the amount in controversy exceeds \$50,000, excluding as noted above mechanic's lien claims, and worker's compensation, personal injury and property damage matters covered by insurance.

STATEMENT OF LITIGATION

Name of Case (P) Plaintiff & (D) Defendant	Court where filed	Nature of Case	Current Status
Litigation – Owners – Past 5 Years			
Bar-S Foods Co. (P) vs. Whiting-Turner (D)	District Court, Jackson County, OK Case #CJ-05-281 Served 7/18/05	Suit by owner alleging breach of contract after completion of project. Whiting-Turner counterclaimed, alleging that owner was in breach for failure to pay for changes in the work.	Settled
Whiting-Turner (P) vs. Brunswick County Board of Education (D)	U.S. District Court – Eastern District of North Carolina Case #CV00238 Filed 11/20/06	Suit by Whiting-Turner for payment for work performed.	Settled
Maysville, Inc. (P) vs. Whiting-Turner (D)	Miami-Dade County Circuit Court, Florida Case #07-3632-CA-02 Served 2/8/07	WT filed a lien because of non-payment. Owner filed suit claiming lien unjustified.	Settled
Rancho Cucamonga Water District (P) vs. Whiting-Turner (D)	Superior Court San Bernardino, CA Case #RCV096717 Served 4/30/07	Suit by owner alleging cracks in concrete floor.	Settled
Whiting-Turner (P) vs. BAP Clematis LLC; Columbus Properties, Inc; Opera Place, LLC (D)	Circuit Court of the 11 th Judicial Circuit Court, Miami-Dade County, Florida Case #07-14615-CA Filed 4/6/07	Suit by Whiting-Turner for payment.	WT obtained judgment – pleadings and discovery in judgment enforcement proceeding
Whiting-Turner (P) vs. Case Western Reserve University (D)	Court of Common Pleas, Cuyahoga County, Ohio Case #CV06597369 Served 7/28/06	Pass-through claim on behalf of concrete subcontractor.	Settled
Whiting-Turner (P) vs. California Fruit Market (D) and Peter Levos (D)	Supreme Court of Jefferson, NY Case #07-3152 Filed 11/16/07	WT filed suit because of non-payment	Settled
Whiting-Turner (P) vs. Palmetto Hospitality of Baltimore I, LLC (D)	Circuit Court for Baltimore City Case #24C08000177 Filed 1/28/08	WT filed suit for non-payment	Settled
Whiting-Turner (P) vs. TRG-The Loft, et al. (D)	Miami-Dade County, Circuit Court, Florida Case #2008-45168-CA 01 Filed 8/5/08	Whiting-Turner filed suit for non-payment	Settled
Whiting-Turner (P) vs. University Town Center Condo I and University Town Center Condo II (D)	Circuit Court for Prince George's County Case #AE08-34779 Filed 11/25/08	Whiting-Turner filed Mechanic's Liens for non-payment	Waiting for response on settlement demand.
Whiting-Turner (P) vs. Trinity Lutheran Church (D)	Circuit Court for Harford County, Case #12-C-08-3433. Filed 11/21/09	Whiting-Turner filed Mechanic's Lien for non-payment	Settled

STATEMENT OF LITIGATION

Litigation – Owners – Past 5 Years			
Whiting-Turner (P) vs. Towson Town Center (D)	Circuit Court for Baltimore County Case #03-C-08-12169 Filed 11/14/08	Whiting-Turner filed Mechanic's Lien for non-payment	Settled
Whiting-Turner (P) vs. TRG-The Plaza, et al (D)	Miami-Dade County, Circuit Court, FL Case #2009-2189-CA-15 Filed 1/12/09	Whiting-Turner filed suit for non-payment.	Discovery Awaiting new trial date
Whiting-Turner (P) vs. Bakersfield Mall, LLC, et al. (D)	Superior Court, Kern County, CA Case transferred to U.S. Bankruptcy Court, SDNY Case #09-11977(ALG) Proof of Claim: 7/1/09	Whiting-Turner filed Mechanic's Lien for non-payment. Lien being pursued in owner's bankruptcy proceeding.	Settled
Whiting-Turner (P) vs. Westborough CC, LLC (D)	Superior Court, Worcester, MA Case #9-0381D Filed 2/17/09	Whiting-Turner filed Mechanic's Lien for non-payment	Settled
Connecticut Science Center, Inc. (P) vs. Pelli Clarke Pelli Architects, Inc. (D); Pelli Clarke Pelli Architects, Inc. (P) vs. WT (D)	New Haven at New Haven Superior Court Judicial District, CT Case #CV 09-5030255 S Served 8/28/09	Third party claim by architect against WT and others in connection with design defect claim brought by owner against architect.	Limited discovery underway in preparation for second mediation session probably in September.
Whiting-Turner (P) vs. VLN Beneficial Trust, VLN Trustee LLC, and Building Union Investment and Local Development Fund of America Trust (D)	Superior Court Division, County of Mecklenburg, NC Case #09-CVS-25291 Served 10/6/09	WT filed claims for non-payment.	WT obtained lien. Awaiting bank foreclosure
Maysville, Inc. etc. (P) vs. WT (D)	Miami-Dade County Circuit Court, FL Case #09-85340 CA 06 Served 12/7/09	Owner claims against Architect and WT for lost revenue incurred on Project. WT seeking dismissal of suit.	Initial pleadings and discovery
MEPT Zenith, LLC (P) vs. Marks, Thomas Architects, Inc., Schlenger/Pitz & Associates, Inc., WT, & The Poole & Kent Corporation	Circuit Court for Baltimore City, MD Case #24-C-10-003885	Claim by Owner of apartment building of design deficiencies in the HVAC systems. WT position is that it was retained to construct the project but had no contractual responsibility for the design.	Initial pleadings

STATEMENT OF LITIGATION

Litigation – Subcontractors – Past 5 Years			
Electric Machinery Enterprises, Inc. (P) vs. Whiting-Turner (D) USF&G, Inc (D)	US Bankruptcy Court, Middle District, Florida, Tampa Division Case #03-11047-WI Served 4/22/05	Subcontractor, a reorganized debtor under Chapter 11, alleges that it is due a portion of Whiting-Turner's settlement with the owner of the project.	Arbitration hearing set for week of December 13, 2010.
J & A Mechanical, Inc. (P) vs. Whiting-Turner and others (Ds)	U.S. District Court Mid. District, FL Case #6:-05-CV-1207-ORL-31-DAV Served 3/9/07	Subcontractor alleges compensation due for additional work performed, which Whiting-Turner contends the subcontractor is not due.	Settlement Pending
Whiting-Turner (P) vs. Dry Design Waterproofing, Inc. (D)	Court of Common Pleas, Dauphin County, PA Case #2008-CV-13755CV Served 6/2/09	Claim by Whiting-Turner against subcontractor and its surety for cost to repair subcontractor work	Mediation on May 27, 2010
Century Fire Protection, Inc. etc. (P) vs. The Whiting-Turner Contracting Company, etc. (D)	Miami-Dade County Circuit Court, FL Case #08-78916-CA-23 Served 12/30/08	Subcontractor claims unpaid balance resulting from owner not paying amounts due Whiting-Turner	Settled
Whiting-Turner (P) vs. Impex Development, LLC (D) and Terry M. Thompson (President) (D)	Circuit Court for Montgomery County, MD Case #RWT-09-CV-943 Filed 3/6/09	Whiting-Turner filed complaint against supplier for monetary damages in excess of \$567,764 for breach of contract and intentional misrepresentation	WT obtained judgment. Enforcement proceedings underway.
Whiting-Turner (P) vs. William Hobbs, Ltd d/b/a One Source Aquatics, LLC (Ds)	Court of Common Pleas, Franklin County, Ohio Case #09CVH-09-14327 Filed 9/23/09	Whiting-Turner suit against subcontractor for defective installation of fountain.	Discovery
Daniel Electrical Contractor, Inc. (P) vs. Fidelity and Deposit Company of Maryland et al; including WT (D)	Miami-Dade County Circuit Court, FL Case #09-49463 CA 32 Served 7/2/09	Subcontractor claims payment, resulting in part, from owner not paying amount due WT and in part from additional payments which WT maintains are not due.	Attempting settlement.
Whiting-Turner (P) vs. Interstate Gypsum Floor Company (D)	Circuit Court for Baltimore City, MD Case #03-C-09-008868 Filed 7/27/09	WT seeking payment for cost of repair of concrete floor.	Discovery
Whiting-Turner (P) vs. GDT Building, Inc. (D)	Superior Court Monterey County, CA Case #M96958 Served 2/13/09	WT seeking payment from subcontractor for payments WT had to make directly to second tier supplier.	Seeking to collect on judgment.
C.L.W. Concrete Construction, Inc. (P) vs. Aon Risk Services, Inc. of Florida, et al. including Whiting-Turner (D)	Miami-Dade County Circuit Court, FL Case #10-15946 CA 05 Served 3/16/10	Dispute arising from refund of an overpayment of premium for worker's compensation coverage	Initial pleadings

CUSTOMER REFERENCES

Project Name	Owner	Contract Amount	Contact Name	Contact Telephone
FLL Terminal 1 In Line BHS	Southwest Airlines	\$8,040,000	Ms. Denise McElroy	972-273-9333
University of Miami, Life Science and Technology Park	Wexford Miami, LLC.	\$60,592,000	Mr. Joseph A. Reagan	215-966-6236
Muvico - Hialeah Renovation	Muvico	\$1,079,000	Mr. Neal Bretan	954-745-0608
CRbH MS Wing Renovation	Classic Management Limited Partnership	\$680,000	Mr. James Edwartoski	954-364-4725
Retail Expansion at Boca Town Center-Forever 21	Simon Property Group, Inc.	\$1,500,000	Mr. John Albright	317-263-7953

CREDIT REFERENCES

Company Name	Address	Contact Name	Contact Telephone
Pomeroy Electric, Inc.	3131 SW 13 th Drive Deerfield Beach, FL 33442	Mr. Steve Pomeroy	954-427-0705
Lotspeich Company of Florida, Inc.	6351 N.W. 28th Way Fort Lauderdale, FL 33309	Mr. Michael Fee	954-978-2388
M.C. Velar	13950 N.W. 107th Avenue Miami, FL 33018	Mr. Manny Velar	305-828-3944

KEY PERSONNEL

The following key personnel would be available for this project:

- 1) Lead Project Manager: Ray MacKeen
- 2) Project Manager: Darwin Botero
- 3) Superintendent: Joe Andolina

The resume of each individual listed above is attached. Note that MacKeen and Botero's time would be on an as-needed basis. Andolina would be full-time on the project.

**RAY MACKEN
LEAD PROJECT
MANAGER**

KEY QUALIFICATIONS

- Joined WT in 1996.
- Entered the construction industry in 1991.
- 20 years in the construction industry, 15 with Whiting-Turner.
- LEED® AP.
- Certified General Contractor in the State of Florida.

RELEVANT PROJECTS

Southwest Airlines Company

- Southwest Airlines ATL Cargo Renovation: 26,000 SF Cargo Facility Renovation for Southwest Airlines. The work includes renovated lobby and office space, new bathrooms and locker room, HVAC & Electrical upgrades, high-speed OH doors, SIDA security fencing and gates, dock lifts, concrete dock ramp, and walk-in coolers. Asbestos abatement was performed by Whiting-Turner prior to the start of construction. The project is currently on schedule to be complete the end of October, 2011. Atlanta, GA \$1 million
- Fort Lauderdale/Hollywood International Airport: Terminal 1 - In-Line Baggage Handling System. Support systems and structures for the installation of new baggage conveyor systems. Project includes phased renovations to an existing, occupied baggage handling area at the Fort Lauderdale-Hollywood International Airport. Fort Lauderdale, FL \$8 million

JC Penney

- Store # 2159 Boynton Beach: Phased renovation of a 2-story JCPenney department store. The project is being constructed in an operating store. Work includes remodeled bathrooms, new fixturing, finishes, flooring, new Sephora and a new Portrait Studio. Boynton Beach, Florida. \$2.2 million
- Store # 1956 Plantation: Phased renovation of a 2-story JCPenney department store. The project is being constructed in an operating store. Work includes remodeled bathrooms, new fixturing, finishes, flooring, new Sephora and asbestos abatement. Plantation, Florida. \$2.1 million

Bayhealth Medical Center

Kent Campus Expansion: 260,000 SF Hospital expansion; Includes central plant, OR, Linear Accelerator, Emergency Department, Pharmacy, Parking garage and conference center. Dover, DE \$109 million

Cleveland Clinic Florida

4th Floor Medical Office Fit-Out: 20,600 SF renovation including medical exam rooms, procedure rooms, reception, waiting areas, support, and doctor's offices. Weston, FL. \$2.5 million

Macy's Inc.

- Macy's Boca Raton: 82,000 SF 3rd floor addition to an existing Macy's department store. Work includes a 200,000 SF remodel to the first and second floors. Boca Raton, FL. \$12 million
- Bloomingdale's Aventura Mall: 240,000 SF, 3-story Bloomingdale's department store. \$15 million

BAP Development

610 Clematis: 600,000 SF residential project. The building has 246 residential units with five retail spaces on the ground level. The project includes 2 levels of underground parking. West Palm Beach, FL. \$35 million

PERSONNEL RESUMES

Taubman

The Mall at Wellington Green: 700,000 SF regional shopping center situated on a 466-acre site, out-parcel land development, and 2 miles of road widening. \$80 million

Maefield Development

City Square: Retail Center – Preconstruction: 5 story, 700,000 SF Retail Center with an attached 950,000 SF parking garage. Project includes an additional 1,500 vehicle parking deck and site development.

The Mills Corporation

Sawgrass Mills Mall, the Oasis Phase II: 300,000 SF retail, theater and restaurant space. Sunrise, FL. \$23 million

Universal Studios, Florida

"Lost Continent" Islands of Adventure: Themed buildings including two restaurants and two retail stores. Orlando, FL. \$70 million

MBNA America Bank, N.A.

Southern Regional Headquarters: 70,000 SF renovation of regional headquarters and telemarketing center. \$8 million

EDUCATION

Bachelor of Science, Building Construction, University of Florida, 1996.

REFERENCES

- Ms. Denise McElroy, Facilities PM II, Southwest Airlines Company, 972-273-9333.
- Ms. Lori Rosenthal, Vice President, Graef USA, 414-266-9096
- Mr. Ken Capra, Project Manager, Macy's, Inc., 561-373-1521.

DARWIN BOTERO PROJECT MANAGER

KEY QUALIFICATIONS

- Joined Whiting-Turner in 1999.
- Entered the construction industry in 1998.
- 13 years in the construction industry, 12 with Whiting-Turner.

RELEVANT PROJECTS

Southwest Airlines Company

- Southwest Airlines ATL Cargo Renovation: 26,000 SF Cargo Facility Renovation for Southwest Airlines. The work includes renovated lobby and office space, new bathrooms and locker room, HVAC & Electrical upgrades, high-speed OH doors, SIDA security fencing and gates, dock lifts, concrete dock ramp, and walk-in coolers. Asbestos abatement was performed by Whiting-Turner prior to the start of construction. The project is currently on schedule to be complete the end of October, 2011. Atlanta, GA \$1 million
- Fort Lauderdale/Hollywood International Airport: Terminal 1 - In-Line Baggage Handling System. Support systems and structures for the installation of new baggage conveyor systems. Project includes phased renovations to an existing, occupied baggage handling area at the Fort Lauderdale-Hollywood International Airport. Fort Lauderdale, FL \$8 million

Macy's, Inc.

Macy's: Renovation approximately 300,000SF, this includes an 80,000 SF 3rd floor addition to an existing structure. Also includes upgrades to (4) exterior entries from hardscape, landscape and façade. Boca Raton, FL \$11 million

Maysville, Inc.

The Platinum: 21-story, 119-unit residential project with attached 198-space, 5 level parking garage and loft/townhomes. Miami, FL. \$27 million

Andrx Pharmaceuticals, Inc.

- cGMP Manufacturing Expansion: Installation included design and construction of all cGMP facilities work and installation of the OSD manufacturing equipment, as well as significant upgrades to the existing facilities infrastructure. Davie, FL. \$35 million
- Packaging, R&D Labs, Quality Control Expansion: New GMP manufacturing packaging line, IT hardened facility, DEA-secured storage vault/cages, R&D and quality labs. Sunrise, FL. \$25 million
- USP Alcohol Solvent Line Installation: Upgrades and modification to process solvent systems, added six solvent tote rack system with scales. Davie, FL. \$488,036

The Palladium Company

CityPlace: Mixed-use development of four city blocks including 625,000 SF of retail/entertainment with 120,000 SF of residential units, four parking decks and extensive sitework. West Palm Beach, FL. \$104 million

Kravco Company

Galleria Mall: Renovation of an occupied 500,000 SF multi-level mall with partial structural demolition and expansion of the main two-level Palm Court entry and retail space. The work required careful coordination with 5 national anchor stores and over 100 individual retail tenants. Fort Lauderdale, FL. \$25 million

PERSONNEL RESUMES

The Taubman Company

The Mall at Wellington Green: 700,000 SF regional shopping center situated on a 466-acre site, out-parcel land development, and 2 miles of road widening. \$80 million

The Gumenick Properties

West Ave Parking Structure: 6 story, 600 Car parking structure. With retail on 1st level. Miami Beach, FL. \$10 Million

EDUCATION

Bachelor of Science, Building Construction, University of Florida, 1997.

REFERENCES

- Denise McElroy, Facilities PM, Southwest Airlines, 214-792-6366.
- Christopher Bradley, Project Manager, Avairpros, 239-564-6387.
- Mr. Reddy Mandadi, Engineering, Andrx/Watson Pharmaceuticals, 954-818-2539.
- Mr. Tim McLarty, Project Manager, Macy's, Inc., 954-294-5461.

PROJECT HISTORY PRIOR TO WHITING-TURNER

Brookdale

Homewood Residence at Boca Raton: 71,000 SF assisted living facility located on a four-acre site, facility houses 74 bedroom units, exterior includes courtyards for residents' plantings and recreational activities. Boca Raton, FL.

JOSEPH ANDOLINA SUPERINTENDENT

KEY QUALIFICATIONS

- Joined WT in 1998.
- Entered the construction industry in 1975.
- 36 years in the construction industry, 13 with Whiting-Turner.
- OSHA 30-hour certified, 2006.
- American Safety & Health Institute (ASHI) Certified CPR, AED, and First Aid through July 2012.
- Extensive experience with site utilities, cast-in-place concrete & structural steel.
- Schedule and cost conscious.
- Experience working in occupied facilities where there is coordination with the public and owner's personnel.
- Excellent safety record.

RELEVANT PROJECTS

Southwest Airlines Company

- Southwest Airlines ATL Cargo Renovation: 26,000 SF Cargo Facility Renovation for Southwest Airlines. The work includes renovated lobby and office space, new bathrooms and locker room, HVAC & Electrical upgrades, high-speed OH doors, SIDA security fencing and gates, dock lifts, concrete dock ramp, and walk-in coolers. Asbestos abatement was performed by Whiting-Turner prior to the start of construction. The project is currently on schedule to be complete the end of October, 2011. Atlanta, GA \$1 million
- Fort Lauderdale/Hollywood International Airport: Terminal 1 - In-Line Baggage Handling System. Support systems and structures for the installation of new baggage conveyor systems. Project includes phased renovations to an existing, occupied baggage handling area at the Fort Lauderdale-Hollywood International Airport. Fort Lauderdale, FL \$8 million

BAP Development

610 Clematis: 600,000 SF residential project. The building has 246 residential units with five retail spaces on the ground level. The project includes 2 levels of underground parking. West Palm Beach, FL. \$35 million

The Cleveland Clinic Foundation

Cleveland Clinic Heart Center: 1 million GSF, 10-story hospital including 300+ bed patient rooms, 60+ CVICU beds and 30 CCU beds. The building has a caisson foundation, concrete and steel frame, exterior veneer of glass and stone curtainwall, and metal siding. Cleveland, OH \$362 Million

The Related Group of Florida

- The Lofts Phase II: 36-story residential tower featuring two pools, a fitness center and ground-floor retail space that spans the elevated metro mover in downtown Miami. Miami, FL. \$50 million
- The Plaza on Brickell: 57-story and 44-story residential towers with a 1,365-space, 10-story parking deck. Miami, FL. \$166 million
- Clearwater Tower: 15-story apartment building. 189,000 SF of GLA. Structure is cast-in-place, post tensioned concrete. West Palm Beach, FL. \$14 million

The Greenfield Group

Aventura Hospital Parking Deck: A new 336,000 SF, 1,042-space pre-cast parking garage. The structure was double tees with spandrel panels for the exterior façade. The exterior stair towers were built out to match the architecture of the hospital. The garage was located adjacent to an operating hospital. Aventura, FL. \$9.7 million

PERSONNEL RESUMES

Marriott Corporation

Marriott West Palm Beach: Conversion and complete renovation of existing Sheraton to Marriott. West Palm Beach, FL. \$11 million

Watson Pharmaceuticals, Inc. (formerly Andrx)

cGMP Manufacturing Facility: Renovations including installation of two Glatt fluid bed dryers, one pan coater and a room for a future pan coater, one granulator, three ovens, two FDA-approved vaults and associated cages. Ft. Lauderdale, FL. \$9.5 million

City of West Palm Beach

City of West Palm Beach Parks Project: Improvements to five parks including 18,000 SF community center, two 1,500 SF pro-shops, parking areas, ball fields, storm systems, wet play areas and a skate park. West Palm Beach, FL. 10 million

The Taubman Company

- The Mall at Wellington Green: 700,000 SF regional shopping center situated on a 466-acre site, out-parcel land development, and 2 miles of road widening. \$80 million
- Dolphin Mall PF Chang's Pad Prep: Demolition, earthwork, utilities necessary to provide building pad and utilities for PF Chang's restaurant (to be built by others). Work also includes new site lighting, landscape, sidewalks, pavers, decorative concrete and sidewalk and HCAP ramp repairs. Miami, FL \$762,639

The Palladium Company

"A" Block Apartment Fit-Up at City Place: Interior construction of 112-unit apartment. West Palm Beach, FL. 4.7 million

Wild Oats Market: Construction of new Wild Oats Market health food store. West Palm Beach, FL. 1.9 million

International Business Machines (IBM)

- IBM-1st Floor Music Lab Renovation: interior renovation of an existing music lab, approximately 1,200sf of space - architectural, tele/data and electrical work. Ft. Lauderdale, FL. \$114,600
- South American Facility: 25,000 SF interior renovation of building space. Coral Gables, FL. \$470,000

Federated Department Stores

Burdines at Aventura Mall: New 240,000 SF, 3-story department store. Aventura, FL. \$15 million

The Mills Corporation

Sawgrass Mills Mall – Phase III: 150,000 SF mall and retail space expansion. Sunrise, FL. \$22 million

EDUCATION

Graduated McArthur High School, Hollywood, FL. 1974

REFERENCES

- Denise McElroy, Facilities PM II, Southwest Airlines, 214-792-6366.
- Micheal Hlatki, Vice President, The Greenfield Group, 561-392-6662.
- Reddy Mandadi, Associate Director of Engineering, Andrx/Watson Pharmaceuticals, 954-585-1400.

SECTION G

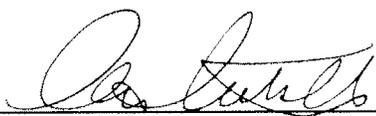
DISCLOSURE OF LOBBY ACTIVITIES

Certification of Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreements and the extension, continuation, renewal, amendment or modification of any Federal contract, Grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Federal contract, Grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under Grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed: 
Contractor's Authorized Representative

Dated: 10-10-11

the Florida Trench Safety Act (Sections 553.60-553.64, Florida Statutes). The bidder further identifies the costs to be summarized below:

	Trench Safety Measure (Description)	Unit of Measure (LF, SY)	Unit Quantity	Unit Cost	Extended Cost
A	Trench Safety Compliance	Lump Sum	1	\$500.00	\$500.00
B					
C					
D					
TOTAL:					\$ 500.00

Signature of Authorized Representative:

Robert H. Mitchell

Division Vice President

Title

10.10.11

Date

STATE OF FLORIDA

COUNTY OF: Broward

The foregoing instrument was acknowledged before me this 10 day of October, 2011, by Robert H. Mitchell

(Sole, Corporation or Partnership)

who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

Patricia Ann Miller

(Signature of Notary Public, State of Florida at Large)

PATRICIA ANN MILLER

(Print name of Notary Public)

My Commission Expires



SECTION K

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

This form must be signed and sworn to in the presence of a Notary Public or other official authorized to administer oaths.

1. This sworn statement is submitted with Bid, Proposal or Contract No. Bid-APK-285-80-2011-PUR/CV
for Key West International Airport New Baggage Elevator No. 4.
2. This sworn statement is submitted by The Whiting-Turner Contracting Co.
(name of entity submitting sworn statement)
whose business address is 1901 W. Cypress Creek Rd., Suite 101
Ft. Lauderdale, FL 33309
and (if applicable) its Federal Employer Identification Number (FEIN) is:
52-0529450.
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is Robert Mitchell and
my (please print name of individual signing)
relationship to the entity named above is Division Vice President.
4. I understand that a "public entity crime", as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving anti-trust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
5. I understand that "convicted" or "conviction", as defined in Paragraph 287.133(1)(6), Florida Statutes, means a finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate", as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person", as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

 X Neither the entity submitting this sworn statement nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies)

 There has been a proceeding concerning the conviction before a Hearing

Officer of the State of Florida, Division of Administrative Hearings. The Final Order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the Final Order.)

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

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

Signature of Authorized Representative:

Patricia Ann Miller

Division Vice President

Title

10-10-11

Date

STATE OF FLORIDA

COUNTY OF: Broward

The foregoing instrument was acknowledged before me this 10 day of October

2011, by Robert H. Mitchell

(Sole, Corporation or Partnership)

who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

Patricia Ann Miller

(Signature of Notary Public, State of Florida at Large)

PATRICIA ANN MILLER

(Print name of Notary Public)

My Commission Expires



SECTION L

**SWORN STATEMENT UNDER ORDINANCE NO. 10-1990
MONROE COUNTY, FLORIDA**

ETHICS CLAUSE

The Whiting-Turner Contracting Co. warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this Contract without liability and may also, in its discretion, deduct from the Contract or purchase price or otherwise recover the full amount of any fee, commission, percentage, gift or consideration paid to the former County officer or employee.

Robert H. Mitchell
(Signature)

Date: 10-10-11

STATE OF: Florida

COUNTY OF: Broward

PERSONALLY APPEARED BEFORE ME the undersigned authority:

Robert H. Mitchell
who, after first being sworn by me, affixed his signature (name of individual signing) in the space provided above on this 10 day of October, 2011.

Patricia Ann Miller
(Signature of Notary Public, State of Florida at Large)

PATRICIA ANN MILLER
(Print name of Notary Public)

My Commission Expires



SECTION M

CERTIFICATION OF NONSEGREGATED FACILITIES

Contract

(As Required by Division III, Section 160 Subsection 160-02
Equal Employment Opportunity Requirements of the General Provisions)

The federally assisted construction contractor certifies that he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies that he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timelocks, 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 directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause and that he will retain such certifications in his files.



Signature of Contractor

Division Vice President

Title

SECTION N

FEDERAL WAGE DECISION

Use the latest publication or the attached publication dated 10/29/2010, Construction Type: Building, if that is the latest list issued for Monroe County.

GENERAL DECISION: FL20100162 10/29/2010 FL162

Date: October 29, 2010

General Decision Number: FL20100162 10/29/2010

Superseded General Decision Number: FL20080162

State: Florida

Construction Type: Building

County: Monroe County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	03/12/2010
1	03/19/2010
2	03/26/2010
3	10/29/2010

ELEC0349-003 08/31/2009

	Rates	Fringes
ELECTRICIAN		
Electrical contracts including materials that are over \$2,000,000.....	\$ 29.61	8.71
Electrical contracts including materials that are under \$2,000,000.....	\$ 27.15	8.44

ENGI0487-004 01/01/2010

	Rates	Fringes
OPERATOR: Crane		
All Cranes Over 15 Ton Capacity.....	\$ 28.05	8.75
Yard Crane, Hydraulic Crane, Capacity 15 Ton and Under.....	\$ 21.00	8.75

IRON0272-004 10/01/2006

	Rates	Fringes
IRONWORKER, REINFORCING AND STRUCTURAL.....	\$ 26.70	6.43

* PAIN0365-004 08/01/2010

	Rates	Fringes
PAINTER: Brush Only.....	\$ 16.00	6.20

SFFL0821-001 01/01/2010

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 26.80	14.30

SHEE0032-003 01/01/2009

	Rates	Fringes
SHEETMETAL WORKER (HVAC Duct Installation Only).....	\$ 24.42	11.36

SUFL2009-059 05/22/2009

	Rates	Fringes
CARPENTER.....	\$ 15.08	5.07
CEMENT MASON/CONCRETE FINISHER...	\$ 12.45	0.00
FENCE ERECTOR.....	\$ 9.94	0.00
LABORER: Common or General.....	\$ 8.62	0.00
LABORER: Pipelayer.....	\$ 10.45	0.00
OPERATOR: Backhoe/Excavator.....	\$ 16.98	0.00
OPERATOR: Paver.....	\$ 9.58	0.00
OPERATOR: Pump.....	\$ 11.00	0.00
PAINTER: Roller and Spray Only.....	\$ 11.21	0.00
PLUMBER.....	\$ 12.27	3.33
ROOFER: Built Up, Composition, Hot Tar and Single Ply.....	\$ 14.33	0.00
SHEETMETAL WORKER (Excluding HVAC Duct Installation).....	\$ 14.41	3.61
TRUCK DRIVER: Dump and 10 Yard Haul Away.....	\$ 8.00	0.15

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within

the scope of the
classifications listed may be added after award only as
provided in the labor
standards contract clauses (29 CFR 5.5(a)(1)(ii)).

--

In the listing above, the "SU" designation means that rates
listed under the
identifier do not reflect collectively bargained wage and
fringe benefit
rates. Other designations indicate unions whose rates have
been determined
to be prevailing.

--

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can
be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on
a wage
determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests
for summaries
of surveys, should be with the Wage and Hour Regional Office
for the area in
which the survey was conducted because those Regional Offices
have
responsibility for the Davis-Bacon survey program. If the
response from this
initial contact is not satisfactory, then the process described
in 2.) and
3.) should be followed.

With regard to any other matter not yet ripe for the formal
process
described here, initial contact should be with the Branch of
Construction
Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an
interested party

(those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).

Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

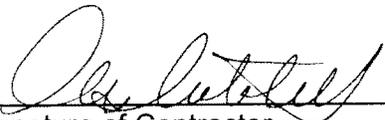
END OF GENERAL DECISION

SECTION O

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY, AND VOLUNTARY EXCLUSION - 49 CFR PART 29**

(Version 1, 5/90)

The bidder/offerer certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this cause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offerer/contractor any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.



Signature of Contractor

Division Vice President

Title

AC# 5018916

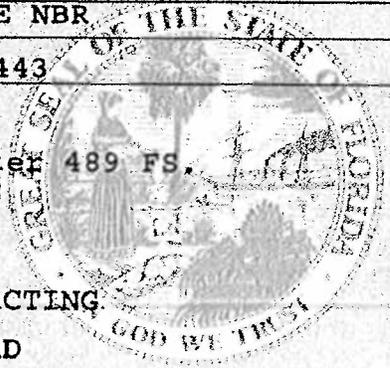
STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L1007010108

DATE	BATCH NUMBER	LICENSE NBR
07/01/2010	100003074	CGC053443

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



MITCHELL, ROBERT H
THE WHITING-TURNER CONTRACTING
CO.
1901 W. CYPRESS CREEK ROAD
SUITE 101
FT LAUDERDALE FL 33309
CHARLIE CRIST
GOVERNOR

CHARLIE LIEM
INTERIM SECRETARY

DISPLAY AS REQUIRED BY LAW

SECTION 140

GENERAL INSURANCE REQUIREMENTS FOR CONTRACTORS AND SUBCONTRACTORS

Prior to the commencement of work governed by this contract (including the pre-staging of personnel and material), the Contractor shall obtain, at his/her own expense, insurance as specified in the attached schedules, which are made part of this contract. The Contractor will also ensure that the insurance obtained will extend protection to all subcontractors engaged by the Contractor. As an alternative, the Contractor may require all subcontractors to obtain insurance consistent with the attached schedules.

The Contractor will not be permitted to commence work governed by this contract (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the County as specified below. Delays in the commencement of work resulting from the failure of the Contractor to provide satisfactory evidence of the required insurance shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work commenced on the specified date and time, except for the Contractor's failure to provide satisfactory evidence.

The Contractor shall maintain the required insurance throughout the entire term of this contract and any extensions specified in any attached schedules. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of the work resulting from the failure of the Contractor to maintain the required insurance shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for the Contractor's failure to maintain the required insurance.

The Contractor shall provide to the County as satisfactory evidence of the required insurance either:

- Certificate of Insurance, or
- A certified copy of the actual insurance policy.

The County, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change or reduction in coverage unless a minimum of thirty (30) days' prior notification is given to the County by the insurer.

The acceptance and/or approval of the Contractor's insurance shall not be construed as relieving the Contractor from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insureds" on all policies, except for Workers' Compensation.

In addition, the County will be named as an Additional Insured and Loss Payee on all policies covering County-owned property.

Any deviations from these General Insurance Requirements must be requested in writing on the County prepared form entitled "Request for Waiver of Insurance Requirements" and approved by Monroe County's Risk Manager.

To assist in the development of your proposal, the insurance coverage marked with an "X" will be required in the event an award is made to your firm. Please review this form with your insurance agent and have him sign it in the place provided. It is also required that the bidder sign the form and submit it with each proposal.

WORKERS' COMPENSATION & EMPLOYER'S LIABILITY

		Workers' Compensation	Statutory Limits
WC1		Employer's Liability	\$100,000/\$500,000/\$100,000
WC2		Employer's Liability	\$500,000/\$500,000/\$500,000
WC3	X	Employer's Liability	\$1,000,000/\$1,000,000/\$1,000,000
WCUSLH		U.S. Longshoremen & Harbor Workers Act	Same as Employer's Liability
WCJA		Federal Jones Act	Same as Employer's Liability

GENERAL LIABILITY

As a minimum, the required general liability coverage will include:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual
- Personal injury
- Expanded Definition of Property Damage

Required Limits:

GL1		\$100,000/person; \$300,000/occurrence \$ 50,000 property damage or \$300,000 combined single limit
GL2		\$250,000/person; \$500,000/occurrence \$ 50,000 property damage or \$500,000 combined single limit

GL3	X	\$ 500,000/person; \$1,000,000/occurrence \$ 100,000 property damage or \$1,000,000 combined single limit
GL4		\$5,000,000 combined single limited

Required Endorsement:

GLXCU		Underground, Explosion & Collapse (XCU)
GLLIQ		Liquor Liability

All endorsements are required to have the same limits as the basic policy.

VEHICLE LIABILITY

As a minimum, coverage should extend to liability for:

- Owned, Non-owned and hired vehicles

Required Limits:

VLI		\$ 50,000/person; \$100,000/occurrence \$ 25,000 property damage or \$100,000 combined single limit
VL2		\$100,000/person; \$300,000/occurrence \$ 50,000 property damage or \$300,000 combined single limit
VL3	X	\$ 500,000/person; \$1,000,000/occurrence \$ 100,000 property damage or \$1,000,000 combined single limit
VL4		\$5,000,000 combined single limit

MISCELLANEOUS COVERAGES

BR1		Builders' Risk Limits	Equal to the risk completed project
BR2		Builders' Risk Limits	Equal to the risk completed project
MVC		Motor Truck Cargo Limits	Equal to the max. value of any one shipment
PRO1		Professional Liability	\$250,000/occurrence
PRO2			\$500,000/occurrence
PRO3			\$1,000,000/occurrence
POL1		Pollution Liability	\$500,000/occurrence
POL2			\$1,000,000/occurrence
POL3			\$5,000,000/occurrence
ED1		Employee	\$10,000
ED2		Dishonesty	\$100,000
GK1		Garage	\$300,000 (\$25,000/vehicle)
GK2		Keepers	\$500,000 (\$100,000/vehicle)
GK3			\$1,000,000 (\$250,000/vehicle)
MED1		Medical	\$500,000/\$1,000,000 Agg.
MED2		Professional	\$1,000,000/\$3,000,000 Agg.
MED3			\$5,000,000/\$10,000,000 Agg.
IF		Installation Floater	Max. Value of Equip. Installed
VLP1		Hazardous	\$300,000 (Requires MCS-90)
VLP2		Cargo	\$500,000 (Requires MCS-90)
VLP3		Transporter	\$1,000,000 (Requires MCS-90)
BLL		Bailee Liability	Max. value of property
HKL1		Hangarkeepers' Liability	\$300,000
HKL2			\$500,000
HKL3			\$1,000,000
AIR1		Aircraft Liability	\$25,000,000
AIR2			\$1,000,000
AIR3			\$1,000,000
AEO1		Architects' Errors & Omissions	\$250,000/occurrence/\$500,000 Agg.
AE02			\$500,000/occurrence/\$1,000,000 Agg.
AE03			\$1,000,000/occurrence/\$3,000,000 Agg.

INSURANCE AGENT'S STATEMENT

I have reviewed the above requirements with the bidder named below. The following deductibles apply to the corresponding policy:

POLICY	DEDUCTIBLES
<u>GENERAL LIABILITY</u>	<u>\$500,000</u>
<u>AUTO LIABILITY</u>	<u>\$500,000</u>
<u>WORKER'S COMPENSATION</u>	<u>\$1,000,000</u>

Liability policies are: Occurrence Claims Made

RCMS, Inc. [Signature]
Insurance Agency Signature

BIDDER'S STATEMENT

I understand the insurance that will be mandatory if awarded the contract and will comply in full with all the requirements.

The Whiting-Turner Contracting Co.
Bidder

[Signature]
Signature
STEPHEN P. DUFFY, Exec. Vice President

SECTION P
NON-COLLUSION AFFIDAVIT

I, Stephen P. Duffy, of the city of Baltimore, according to law on my oath, and under penalty of perjury, depose and say that:

- 1) I am Executive Vice President of the firm of The Whiting-Turner Contracting Co., the bidder making the bid proposal for the project described in the Notice for Calling for bids for: Key West International Airport New Baggage Elevator No. 4 and that I executed the said proposal with full authority to do so:
- 2) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- 3) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and
- 4) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;
- 5) The statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

Stephen P. Duffy
(Signature of the Bidder) 10/7/11
(Date)

STATE OF: Maryland
COUNTY OF: Baltimore

I HEREBY CERTIFY that I have read the forgoing application and that the facts stated herein are true and correct to the best of my knowledge and belief.

Personally appeared before me, the undersigned authority, Stephen P. Duffy who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this 7 day of Oct. 2011 ~~is a~~ binding document.

Notary Public: Suzanne M. Slonaker
SUZANNE M. SLONAKER
NOTARY PUBLIC STATE OF MD
~~MY COMMISSION EXPIRES 11/01/2011~~

