

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: November 16, 2011

Division: Public Works

Bulk Item: Yes No

Department: Facilities Maintenance

Staff Contact Person/Phone #: Joe Medallion/852-7161

AGENDA ITEM WORDING: Approval to award bid and contract to 3rd Generation Plumbing, Inc. for on-site sewer connections at the Key Largo Recycle Yard, Key Largo Animal Shelter, and Friendship Park in the amount of \$33,795.

ITEM BACKGROUND: On October 11, 2011, four (4) bids were received for this project: 3rd Generation Plumbing, Inc. \$33,795; Keys Contracting \$57,440; C&W Pipeline \$181,500; and Team Contracting \$589,405. 3rd Generation Plumbing is the lowest, most responsive bidder.

PREVIOUS RELEVANT BOCC ACTION: This project was identified and funded within the FY12 budget for Fund 001 and 147 wastewater upgrades to County facilities as adopted by the BOCC on September 15, 2011.

CONTRACT/AGREEMENT CHANGES: New contract.

STAFF RECOMMENDATIONS: Approval.

TOTAL COST: \$33,795.00 **INDIRECT COSTS:** _____ **BUDGETED:** Yes No

DIFFERENTIAL OF LOCAL PREFERENCE: Lowest of the two local bidders

COST TO COUNTY: same

SOURCE OF FUNDS: solid waste assessment and ad valorem

REVENUE PRODUCING: Yes No **AMOUNT** Per Month _____ Per Year _____

APPROVED BY: County Atty PJA OMB/Purchasing _____ Risk Management _____

DOCUMENTATION: Included Not Required

DISPOSITION: _____

AGENDA ITEM # _____

**BUDGET AND FINANCE DEPARTMENT
PURCHASING OFFICE
TABULATION SHEET
OPEN DATE: OCTOBER 11 , 2011 AT 3:00 PM,
TITLE: ON-SITE SEWER CONNECTIONS AT KEY LARGO RECYCLE YARD, ANIMAL SHELTER
AND FRIENDSHIP PARK**

RESPONDENT	BID BOND	BID AMOUNT
KEYS CONTRACTING SERVICES, INC.	N/A	\$ 57,440.00
TEAM CONTRACTING, INC.	N/A	\$ 589,405.00
3 RD GENERATION PLUMBING	N/A	\$ 33,795.00
C & W PIBELINE INC.	N/A	\$ 181,500.00

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

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: 3rd Generation Plumbing Contract # _____
 Effective Date: _____
 Expiration Date: _____

Contract Purpose/Description: On-site sewer connections at KL Recycle Yard, KL Animal Shelter and Friendship Park

Contract Manager: Joe Medallion 7161 Public Works #19
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on November 16, 2011 Agenda Deadline: November 1, 2011

CONTRACT COSTS

Total Dollar Value of Contract: \$33,795 Current Year Portion: \$33,795
 Budgeted? Yes No Account Code: 414-20539-530340 - \$3,150
 Grant: \$ _____ Account Code: 001-20540-530340 - \$15,240
 County Match: \$ _____ Account Code: 147-20538-530340 - \$15,405

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ _____ /yr. For: _____
 (Not included in dollar value above) (e.g., maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>11-1-11</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>B. Jett</u>	<u>11-1-11</u>
Risk Management	<u>11-1-11</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>11-1-11</u>
O.M.B./Purchasing	<u>11-1-11</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>11-1-11</u>
County Attorney	<u>10/19/11</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>11/1/11</u>

Comments: _____

CONTRACT FOR ON-SITE SEWER CONECTION
AT KEY LARGO RECYCLE YARD, KEY LARGO
ANIMAL SHELTER AND FRIENDSHIP PARK
3RD GENERATION PLUMBING
MONROE COUNTY

THIS CONTRACT (hereafter "Contract" or "Agreement"), made and entered into this 16th day of November, 2011, by and between Monroe County, a political subdivision of the State of Florida, (hereafter "County"), whose address is 1100 Simonton Street, Key West, Florida, 33040 and 3rd Generation Plumbing, a Florida Corporation (hereafter Contractor), whose address is 3980 Overseas Highway, Marathon, Florida 33050. The parties hereto, for the considerations herein set forth, mutually agree as follows:

1. SCOPE OF WORK.

a) The Contractor shall complete the following work;

Recycle Yard

- Provide gravity connection from existing building pipe to vacuum collection system in street.
- Decommission the existing wastewater system (septic tank) in accordance with all Monroe County, Department of Health, and Department of Environmental Protection abandonment requirements.
- Obtain all required permits and inspections including, but not limited to, Key Largo Wastewater Treatment District, Monroe County Building Department, department of Health, and Department of Environmental Protection.
- Include all permit fees, design and drawing costs.

Friendship Park

Requires a low pressure lift station (grinder pump) into a vacuum pit. If it is possible to get a minimum 1% slope using a gravity line to the vacuum pit, that would be preferable. Decommission and abandon existing septic system according to all Monroe County, DOH and DEP requirements. Contractor to obtain all required permits from DOH, FDEP, Building Dept and KLWTD.

Animal Shelter

Scope of work:

- Design, supply and install complete lift station including all piping, equipment, valving, power, alarms, etc. to direct all sanitary sewage currently entering the facilities wastewater treatment system into the stubbed out connection from the KLWTD's US 1 force main located just inside the property line at the US 1 side of the property.
- Decommission the existing wastewater system in accordance with all Monroe County, Department of Health, and Department of Environmental Protection abandonment requirements.
- Obtain all required permits and inspections including but not limited to Key Largo Wastewater Treatment District, Monroe County Building Department, Department of Health, and Department of Environmental Protection.

- Provide complete operation and maintenance manuals and equipment documentation.
- Warrant all equipment and work for a minimum period of one year from substantial completion of the project or the manufacturer's standard warranty, if greater.
- Include all permit fees, design & drawing costs.
- Provide a complete set of system documentation, design documents, and permits in both hard copy and one (1) electronic (.pdf format) copy.

b) All work shall be done in accordance with permits and/or requirements of the Key Largo Wastewater Treatment District, Florida Department of Health, Florida Department of Environmental Protection, and the Monroe County Building Department, including all required tests of existing and new equipment and appurtenances.

2. **CONTRACT SUM.** The County shall pay the Contractor for the faithful performance of said construction \$33,795.00.

The Board of County Commissioners assumes no liability to fund this agreement for an amount in excess of this award. Monroe County's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the BOCC.

a) Partial progress payments may be issued to the Contractor with the Owner's approval and with submission of properly executed invoice and partial release of liens. Payment for expenditures permissible by law and County policies shall be made through reimbursement to Contractor upon presentation of Application for Payment Summary – AIA Document G702, invoices, canceled checks and other documentation necessary to support a claim for reimbursement. **All submissions for payment shall have a proposed schedule of values and indicate the percentage of completion of the overall project as of the submission. This document should be signed by the project architect, engineer, general contractor or project manager. Photos of the progress of the work shall also be submitted with the payment application. When the project requires a county and/or municipal building permit(s), it shall be the responsibility of the general contractor to initiate the communication with the Monroe County Building Department to facilitate the inspection of said phase and obtain the signature of a Monroe County Inspector (on permit card) documenting acceptance of said phase at which time the documentation shall be submitted for payment.**

The application for payment document must be certified through a statement signed by an officer of the organization and notarized, declaring that representations in the invoice are true and factual. Grantee shall also provide partial releases of liens or certifications of non-lien if applicable. Grantor shall retain 10% of any payment on work in progress until the Grantee has provided a Final Release of Lien for each vendor/Contractor for whom payment is requested. Final payment will not be made until the following documents are complete and submitted to the Grantor:

AIA Document	G-702	Application for Payment Summary
AIA Document	G-704	Certificate of Substantial Completion
AIA Document	G-706	Contractor's Affidavit of Debts & Claims
AIA Document	G-706A	Contractor's Affidavit of Release of Liens
AIA Document	G-707	Consent of Surety to Final Payment

**Final Release of Lien
Affidavit and Partial Release of Lien**

All payment requests must be submitted no later than the completion of project of _____, 2011. Invoices received after _____, 2011 will not be considered for payment.

b) The owner may decline to make payment, may withhold funds, and if necessary, may demand the return of some or all of the amounts previously paid to the contractor, to protect the owner from loss because of:

1. defective work not remedied by the contractor nor, in the opinion of the owner, likely to be remedied by the contractor;
2. claims of third parties against the owner or the owner's property;
3. failure by the contractor to pay subcontractors or others in a prompt and proper fashion;
4. evidence that the balance of the work cannot be completed in accordance with the contract for the unpaid balance of the contract price;
5. persistent failure to carry out the work in accordance with the contract;
6. damage to the owner or a third party to whom the owner is, or may be, liable.

In the event that the owner makes written demand upon the contractor for amounts previously paid by the owner as contemplated in this subparagraph, the contractor shall promptly comply with such demand.

3. CONTRACTOR'S ACCEPTANCE OF CONDITIONS.

a) The Contractor hereby agrees that he has carefully examined the sites and has made investigations to fully satisfy himself/herself that such sites are correct and suitable ones for this work and he/she assumes full responsibility therefore. The provisions of this Agreement shall control any inconsistent provisions contained in the Specifications. All Specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. Under no circumstances, conditions, or situations shall this Contract be more strongly construed against the County than against the Contractor (and his Surety, if applicable).

b) Any ambiguity or uncertainty in the Specifications shall be interpreted and construed by the Upper Keys Public Works Director and his decision shall be final.

c) The passing, approval, and/or acceptance of any part of the work or material by the County shall not operate as a waiver by the County of strict compliance with the terms of this Agreement, and Specifications covering said work. Failure on the part of the Contractor, immediately after Notice to correct workmanship shall entitle the County, if it sees fit, to correct the same and recover the reasonable cost of such remediation work and/or repair from the Contractor, who shall in any event be jointly and severally liable to the County for all damage, loss, and expense caused to the County by reasons of the Contractor's breach of this Agreement and/or his failure to comply strictly and in all things with this Agreement and with the Specifications.

4. INDEPENDENT CONTRACTOR. At all times and for all purposes under this Agreement the Contractor is an independent contractor and not an employee of the Board of County Commissioners for Monroe County. No statement contained in this Agreement shall be construed so as to find the contractor or any of his/her employees, contractors, servants, or agents to be employees of the Board of County Commissioners for Monroe County.

5. ASSIGNMENT. The Contractor shall not assign this Agreement, except in writing and with the prior written approval of the Board of County Commissioners for Monroe County, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This Agreement shall be incorporated by reference into any assignment and any assignee shall comply with all of the provisions of this Agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any obligation upon the Board in addition to the total agreed-upon price of the services/goods of the contractor.

6. COMPLIANCE WITH THE LAW. In providing all services/goods pursuant to this Agreement, the contractor shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulation shall constitute a material breach of this Agreement and shall entitle the Board to terminate this contract immediately upon delivery of written notice of termination to the contractor. The Contractor shall possess proper licenses to perform work in accordance with these specifications throughout the term of this contract.

7. INSURANCE. Prior to execution of this Agreement, the Contractor shall furnish to the County Certificates of Insurance for the following coverage:

Worker's Compensation - \$100,000 Bodily Injury by Accident; \$500,000 Bodily Injury by Disease, policy limits; \$100,000 Bodily Injury by Disease, each employee

Vehicle Liability - \$100,000 combined single limit

General Liability - \$300,000 combined single limit

Employee Dishonesty - \$100,000

a) Certificates of Insurance must be provided to Monroe County prior to execution of this Agreement and within fifteen days after award of proposal, with Monroe County BOCC listed as additionally insured on all except Workers Compensation. Thereafter, the Contractor must keep

in full force and effect all of the insurance coverage's listed above during the term of this Agreement. If the insurance policies originally purchased that meet the requirements are canceled, terminated or reduced in coverage, then the Contractor must immediately substitute complying policies so that no gap in coverage occurs.

b) All forms of insurance required above shall be from insurers acceptable to the County.

c) 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 days prior notification is given to the County by the insurer.

d) The insurance required of the Contractor by the terms of this Agreement is for the protection of the County, its property and employees, and the general public. The insurance requirement is not, however, for the protection of any specific member of the general public who might be injured because of an act or omission of the Contractor. The insurance requirements do not make any specific injured member of the general public a third party beneficiary under this Agreement. Therefore, any failure by the County to enforce these insurance requirements, or terminate this Contract if the Contractor becomes uninsured or underinsured, is not a breach of any duty or obligation owed to any specific member of the general public and cannot form the basis of any County liability to a specific member of the general public or his/her dependents, or estate or heirs.

f) Notwithstanding the provisions of paragraph 32, the County may immediately treat the Contractor in default if the Contractor fails to maintain the insurance required by this paragraph 7. Before terminating the agreement in this situation, the County need only provide the Contractor 24-hour notice by FAX or overnight courier. The County may, but need not, provide the Contractor with an opportunity to cure the default.

8. INDEMNIFY AND HOLD HARMLESS. Notwithstanding any minimum insurance requirements prescribed elsewhere in this agreement, Contractor shall defend, indemnify and hold the County and the County's elected and appointed officers and employees harmless from and against (i) any claims, actions or causes of action, (ii) any litigation, administrative proceedings, appellate proceedings, or other proceedings relating to any type of injury (including death), loss, damage, fine, penalty or business interruption, and (iii) any costs or expenses that may be asserted against, initiated with respect to, or sustained by, any indemnified party by reason of, or in connection with, (A) any activity of Contractor or any of its employees, agents, contractors or other invitees during the term of this Agreement, (B) the negligence or willful misconduct of Contractor or any of its employees, agents, contractors or other invitees, or (C) Contractor's default in respect of any of the obligations that it undertakes under the terms of this Agreement, except to the extent the claims, actions, causes of action, litigation, proceedings, costs or expenses arise from the intentional or sole negligent acts or omissions of the County or any of its employees, agents, contractors or invitees (other than Contractor). Insofar as the claims, actions, causes of action, litigation, proceedings, costs or expenses relate to events or circumstances that occur during the term of this Agreement, this section will survive the expiration of the term of this Agreement or any earlier termination of this Agreement.

9. RECORDS. Contractor shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the County or Clerk determines that monies paid to the Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement, the Contractor shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were paid to Contractor.

10. GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and Contractor agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida. The County and Contractor agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

11. SEVERABILITY. If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and Contractor agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

12. ATTORNEY'S FEES AND COSTS. The County and Contractor agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

13. BINDING EFFECT. The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and Contractor and their respective legal representatives, successors, and assigns.

14. AUTHORITY. Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

15. ADJUDICATIONS OF DISPUTES OR DISAGREEMENTS. County and Contractor agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

16. COOPERATION. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and Contractor agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and Contractor specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

17. NONDISCRIMINATION. Contractor will comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685 -1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975; as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as may be amended from time to time, relating to nondiscrimination based of disability; 10) Secs. 13-101, et seq., Monroe County Code, relating to discrimination based on race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identify or expression, familial status or age; 11) Any other nondiscrimination provisions in any Federal or State statutes which may apply to the parties to, or the subject matter of, this agreement. The Contractor expressly understands that upon a determination by a court of competent jurisdiction that the Contractor has discriminated against any person, this agreement automatically terminates without any further action on the part of any party, effective the date of the Court order.

18. COVENANT OF NO INTEREST. County and Contractor covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

19. CODE OF ETHICS. County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

20. NO SOLICITATION/PAYMENT. The County and Contractor warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the Contractor agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

21. PUBLIC ACCESS. The County and Contractor shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Contractor in conjunction with this Agreement; and the County shall have the right to unilaterally cancel this Agreement upon violation of this provision by Contractor.

22. NON-WAIVER OF IMMUNITY. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and the Contractor in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

23. PRIVILEGES AND IMMUNITIES. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

24. LEGAL OBLIGATIONS AND RESPONSIBILITIES. Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed

as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

25. NON-RELIANCE BY NON-PARTIES. No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Contractor agree that neither the County nor the Contractor or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

26. ATTESTATIONS. Contractor agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

27. NO PERSONAL LIABILITY. No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

28. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

29. SECTION HEADINGS. Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

30. PROFESSIONAL RESPONSIBILITY. The Contractor warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described, subject to the terms and conditions set forth. The provider shall at all times exercise independent, professional judgment and shall assume professional responsibility for the services to be provided. Continued funding by the Board is contingent upon retention of appropriate local, state, and/or federal certification and/or licenser of contractor.

31. NOTICE REQUIREMENT. Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

FOR COUNTY

Joe Medallion
Director, Upper Keys Operations
88770 Overseas Highway
Tavernier, FL 33070
Phone:(305) 852 -7161
Fax: (305) 852-7117

FOR CONTRACTOR

Jay Massaro
President, 3rd Generation Plumbing, Inc.
3980 Overseas Highway
Marathon, Fl. 33050
Phone:(305) 743-4245

32. CANCELLATION.

a) The failure by the Contractor to comply with all the terms and conditions of this Agreement shall constitute a default/breach under the terms of this Agreement. Unless the County has accepted in writing a delay in performance of the services, the failure by the Contractor to perform said services shall also constitute a default/breach under the terms of this agreement. In the event of a default/breach of the Agreement, the County may cancel this Agreement for cause with seven days notice to the contractor.

b) Except for the County's termination because of non-appropriation in paragraph 2 or because of lack of insurance coverage in paragraph 7, either of the parties hereto may cancel this agreement without cause by giving the other party thirty days written notice of its intention to do so.

33. MUTUAL REVIEW. This agreement has been carefully reviewed by the Contractor and the County, therefore this agreement is not to be construed against either party on the basis of authorship.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this _____ day of _____, 2011.

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Mayor



Rebecca
Witnesses

CONTRACTOR
By:  (S.K.)

President
Title

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM


PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date _____ 10 11/11

PROPOSAL FORM

TO: MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
C/O PURCHASING DEPARTMENT
GATO BUILDING ROOM 1-213
1100 SIMONTON STREET
KEY WEST, FLORIDA 33040

PROPOSAL FROM:

3rd Generation Plumbing, Inc.
3980 Overseas Hwy,
Marathon, FL 33050

The undersigned, having carefully examined the work, specifications, proposal, and addenda thereto and other Contract Documents for the services of:

ON-SITE SEWER CONNECTIONS AT KEY LARGO RECYCLE YARD, KEY LARGO ANIMAL SHELTER AND FRIENDSHIP PARK

The Contractor, in submitting the foregoing proposal, agrees to comply with all contract specification documents.

I acknowledge receipt of Addenda No. (s) _____

(Check mark (✓) items below, as a reminder that they are included.)
I have included the Bid Proposal which entails:

- Lobbying and Conflict of Interest Clause _____
- Non-Collusion Affidavit _____
- Drug Free Workplace Form _____
- Public Entity Crime Statement _____
- Insurance Requirements _____
- Local Preference Form (if applicable) _____

In addition, I have included a current copy of
Monroe County Occupational License _____;
Insurance Agents Statement _____;
and all requirements as stated in Section One, Article 1.04 Paragraphs A through C.

Print Name: James Massara

Title: President

Mailing Address: 3980 Overseas Hwy

Telephone: 305 943-4245

Marathon, FL 33050

Fax: 305 742-4299

Date: 10-10-11

Signed: _____

Witness: [Signature]
(Seal)

James Massara
James Massara

**3RD GENERATION
PLUMBING**

Wastewater Services

License # CFC055680

3980 Overseas Highway

Marathon, FL 33050

(305) 743-4245

Fax (305) 743-4299

E-Mail:

im@3rdgenerationplumbing.com

Website:

www.3rdgenerationplumbing.com

October 11, 2011

Monroe County
Recycle Yard
c/o Joseph Medallion
Key Largo, FL 33037

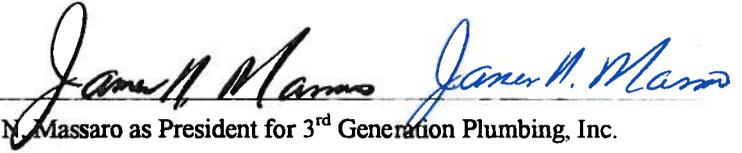
We hereby submit estimate and proposal for sewer connection, all labor, and material to complete the sewer lateral connection from building drain to the Municipal sewage collection system at above location. All work to be performed by certified, trained, and experienced employees of 3rd Generation Plumbing and will be completed in a timely, neat, and professional manner.

To Include the Following:

- All required permits and inspections from Building Department
- Copies of Building and Health Dept. reports and final approvals
- 4 inch PVC approved sewer pipe and fittings –N.S.F Certified
- Furnish and install 4" standard backwater valve device at building
- Extra Heavy Duty grey Glue N.S.F. Certified
- Pump out septic tank
- Rupture, fill, and abandon existing wastewater system
- All pipes to be bedded with proper bedding material
- Work area will be backfilled to grade and raked over
- Haul away excess fill
- Two -Million Dollar General Liability Insurance Policy
- Workman's Compensation on all Employees
- One -Year Warranty on labor and material

Total Price to Be: \$3,150.00

Authorized Signature:



James N. Massaro as President for 3rd Generation Plumbing, Inc.

I find the above satisfactory and agree to pay for same upon acceptance of proposal, and further agree to pay reasonable charges for collection including attorney fees in the event of my default. You are authorized to do the work as specified. Payment will be made as outlined above:

Acceptance of Proposal: _____ Date: _____

**3RD GENERATION
PLUMBING**

Wastewater Services

License # CFC055680

3980 Overseas Highway

Marathon, FL 33050

(305) 743-4245

Fax (305) 743-4299

E-Mail:

jm@3rdgenerationplumbing.com

Website:

www.3rdgenerationplumbing.com

October 11, 2011

**Monroe County
Animal Shelter
c/o Joseph Medallion
Key Largo, FL 33037**

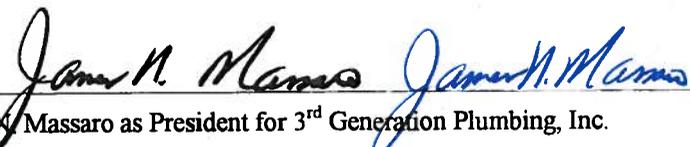
We hereby submit estimate and proposal for Municipal sewage connection at above location. All work to be performed by certified, trained, and experienced employees of 3rd Generation Plumbing and will be completed in a timely, neat, and professional manner.

To Include the Following:

- All required permits and inspections from Building Department
- Copies of Building and Health Dept. reports and final approvals
- 1-E One simplex lift station
- 2" SCH 40 PVC force main from lift station to connection in street
- Excavation and installation of lift station
- Abandonment of existing wastewater system
- Repair of asphalt with cold patch mix
- Two -Million Dollar General Liability Insurance Policy
- Workman's Compensation on all Employees
- One -Year Warranty on labor and material

Total Price to Be: \$15,240.00

Authorized Signature:


James N. Massaro as President for 3rd Generation Plumbing, Inc.

I find the above satisfactory and agree to pay for same upon acceptance of proposal, and further agree to pay reasonable charges for collection including attorney fees in the event of my default. You are authorized to do the work as specified. Payment will be made as outlined above:

Acceptance of Proposal: _____ Date: _____

**3RD GENERATION
PLUMBING**

Wastewater Services

License # CFC055680

3980 Overseas Highway

Marathon, FL 33050

(305) 743-4245

Fax (305) 743-4299

E-Mail:

jm@3rdgenerationplumbing.com

Website:

www.3rdgenerationplumbing.com

October 11, 2011

Monroe County
Friendship Park
Key Largo, FL 33037
C/O Joseph Medallion

We hereby submit estimate and proposal for Municipal sewage connection at above location. All work to be performed by certified, trained, and experienced employees of 3rd Generation Plumbing and will be completed in a timely, neat, and professional manner.

To Include the Following:

- All required permits and inspections from Building Department
- Copies of Building and Health Dept. reports and final approvals
- 1-E One simplex lift station
- 1-Electrical Panel for lift station
- 2" SCH 40 PVC force main from building to connection in street
- Backwater valve at building outlet as required
- Excavation and installation of lift station
- Abandonment of existing wastewater system
- Two -Million Dollar General Liability Insurance Policy
- Workman's Compensation on all Employees
- One -Year Warranty on labor and material

Note: Landscaping not included

Total Price to Be: \$15,405.00

Authorized Signature:


James N. Massaro as President for 3rd Generation Plumbing, Inc.

I find the above satisfactory and agree to pay for same upon acceptance of proposal, and further agree to pay reasonable charges for collection including attorney fees in the event of my default. You are authorized to do the work as specified. Payment will be made as outlined above:

Acceptance of Proposal: _____ Date: _____

NON-COLLUSION AFFIDAVIT

I, James Massaro of the city of Monroeville according to law on my oath, and under penalty of perjury, depose and say that:

1. I am President of the firm of 3rd Generation Plumbing, Inc

the respondent making the Proposal for the project described in the Notice for Calling for bids for:

and that I executed the said proposal with full authority to do so:

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 respondent or with any competitor;

unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the respondent and will not knowingly be disclosed by the respondent prior to bid opening, directly or indirectly, to any other respondent or to any competitor; and

no attempt has been made or will be made b the respondent 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.

James Massaro James Massaro 10-10-11
(Signature of Respondent) (Date)

STATE OF: Florida

COUNTY OF: MONROE

PERSONALLY APPEARED BEFORE ME, the undersigned authority, James Massaro who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this 10th day of October, 2011.

Rebecca Todd
NOTARY PUBLIC

My Commission Expires: April 16, 2014



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

ETHICS CLAUSE

JAMES MASSARD 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.

James Massard James Massard
(signature)

Date: 10-10-11

STATE OF Florida

COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

JAMES MASSARD who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 10th day of October, 2011.

Rebecca Todd

NOTARY PUBLIC

My commission expires:

OMB - MCP FORM #4



DRUG-FREE WORKPLACE FORM

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

3rd Generation Plumbing, 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 employees about the dangers of drug abuse in the workplace, the business's 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 subsection (1).
4. In the statement specified in subsection (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 the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

STATE OF Florida James Mamas James Mamas
(Signature of Respondent)

COUNTY OF MONROE 10-10-11
Date

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

Rebecca Todd
NOTARY PUBLIC

My commission expires:



PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

By executing below, proposer states that he/she/it is in compliance.

James Manno James Manno
Signature

STATE OF Florida

James Manno James Manno
(Signature of Respondent)

COUNTY OF Monroe

10-10-11
DATE

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

10th day of October, 2011.

Rebecca Todd
NOTARY PUBLIC

My commission expires:



**INSURANCE CHECKLIST
FOR
VENDORS SUBMITTING PROPOSALS
FOR WORK**

To assist in the development of your proposal, the insurance coverage's 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/her sign it in the place provided. It is also required that the respondent sign the form and submit it with each proposal.

**WORKERS' COMPENSATION
AND
EMPLOYERS' LIABILITY**

	_____	Workers' Compensation	Statutory Limits
WC1	X	Employers Liability	\$100,000/\$500,000/\$100,000
WC2	_____	Employers Liability	\$500,000/\$500,000/\$500,000
WC3	_____	Employers Liability	\$1,000,000/\$1,000,000/\$1,000,000
WCUSLH	_____	US Longshoremen & Harbor Workers Act	Same as Employers' Liability
WCJA	_____	Federal Jones Act	Same As Employers' Liability

GENERAL LIABILITY

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

- Premises Operations
- Blanket Contractual
- Expanded Definition Of Property Damage
- Products and Completed Operations
- Personal Injury

Required Limits:

GL1	<u> X </u>	\$100,000 per Person; \$300,000 per Occurrence \$50,000 Property Damage or \$300,000 Combined Single Limit
GL2	<u> </u>	\$250,000 per Person; \$500,000 per Occurrence \$50,000 Property Damage or \$500,000 Combined Single Limit
GL3	<u> </u>	\$500,000 per Person; \$1,000,000 per Occurrence \$100,000 Property Damage or \$1,000,000 Combined Single Limit
GL4	<u> </u>	\$5,000,000 Combined Single Limit

Required Endorsement:

GLXCU	<u> </u>	Underground, Explosion and collapse (XCU)
GLLIQ	<u> </u>	Liquor Liability
GLS	<u> </u>	Security Services

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:

VL1	<u> X </u>	\$50,000 per Person; \$100,000 per Occurrence \$25,000 Property Damage or \$100,000 Combined Single Limit
VL2	<u> </u>	\$100,000 per Person; \$300,000 per Occurrence \$ 50,000 Property Damage or \$300,000 Combined Single Limit
VL3	<u> </u>	\$500,000 per Person; \$1,000,000 per Occurrence \$100,000 Property Damage or \$1,000,000 Combined Single Limit
VL4	<u> </u>	\$5,000,000 Combined Single Limit

MISCELLANEOUS COVERAGES

BR1	<u> </u>	Builders' Risk	Limits equal to the completed project
MVC	<u> </u>	Motor Truck Cargo	Limits equal to the maximum value of any one shipment
PRO1	<u> </u>	Professional Liability	\$ 250,000 per Occurrence/\$ 500,000 Agg.
PRO2	<u> </u>		\$ 500,000 per Occurrence/\$1,000,000 Agg.
PRO3	<u> </u>		\$1,000,000 per Occurrence/\$2,000,000 Agg.
POL1	<u> </u>	Pollution Liability	\$ 500,000 per Occurrence/\$ 1,000,000 Agg.
POL2	<u> </u>		\$1,000,000 per Occurrence/\$ 2,000,000 Agg.
POL3	<u> </u>		\$5,000,000 per Occurrence/\$10,000,000 Agg.
ED1	<u> </u>	Employee	\$ 10,000
ED2	<u> X </u>	Dishonesty	\$100,000
GK1	<u> </u>	Garage	\$ 300,000 (\$ 25,000 per Veh)
GK2	<u> </u>	Keepers	\$ 500,000 (\$100,000 per Veh)
GK3	<u> </u>		\$1,000,000 (\$250,000 per Veh)

MED1	_____	Medical	\$ 250,000/\$ 750,000 Agg.
MED2	_____	Professional	\$ 500,000/\$ 1,000,000 Agg.
MED3	_____		\$1,000,000/\$3,000,000 Agg.
MED4	_____		\$5,000,000/\$10,000,000 Agg.
IF	_____	Installation Floater	Maximum value of Equipment 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	Maximum Value of Property
HKL1	_____	Hangarkeepers	\$ 300,000
HKL2	_____	Liability	\$ 500,000
HKL3	_____		\$1,000,000
AIR1	_____	Aircraft	\$ 1,000,000
AIR2	_____	Liability	\$ 5,000,000
AIR3	_____		\$50,000,000
AEO1	_____	Architects Errors	\$ 250,000 per Occurrence/\$ 500,000 Agg.
AEO2	_____	& Omissions	\$ 500,000 per Occurrence/\$1,000,000 Agg.
AEO3	_____		\$1,000,000 per Occurrence/\$3,000,000 Agg.
EO1	_____	Engineers Errors	\$ 250,000 per Occurrence/\$ 500,000 Agg.
EO2	_____	& Omissions	\$ 500,000 per Occurrence/\$1,000,000 Agg.
EO3	_____		\$1,000,000 per Occurrence/\$3,000,000 Agg.

LOCAL PREFERENCE FORM

A. Vendors claiming a local preference according to Ordinance 023-2009 must complete this form.

Name of Bidder/Responder Pal Generation Plumbing Inc Date: _____

1. Does the vendor have a valid receipt for the business tax paid to the Monroe County Tax Collector dated at least one year prior to the notice or request for bid or proposal? Yes (Please furnish copy.)

2. Does the vendor have a physical business address located within Monroe County from which the vendor operates or performs business on a day to day basis that is a substantial component of the goods or services being offered to Monroe County? Yes

List Address: 2980 Overseas Hwy, Monticello, FL 33050

Telephone Number: 305 943-4245

B. Does the vendor/prime contractor intend to subcontract 50% or more of the goods, services or construction to local businesses meeting the criteria above as to licensing and location? NO

If yes, please provide:

1. Copy of Receipt of the business tax paid to the Monroe County Tax Collector by the subcontractor dated at least one year prior to the notice or request for bid or proposal.

2. Subcontractor Address within Monroe County from which the subcontractor operates:

_____ Name _____ Tel. Number _____

James Mariano _____
Signature and Title of Authorized Signatory for Bidder/Responder Print Name: _____

STATE OF: Florida

COUNTY OF: MONROE

Subscribed and sworn to (or affirmed) before me on October 10th 2011

(date) by JAMES MASSARD (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

Rebecca Todd
NOTARY PUBLIC

My Commission Expires: April 16, 2014



5024234

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L10070600579

DATE	BATCH NUMBER	LICENSE NBR
06/06/2010	108002635	CFC055680

PLUMBING CONTRACTOR
named below IS CERTIFIED
under the provisions of Chapter 489 FS.
expiration date: AUG 31, 2012

MASSARO, JAMES NIRAM JR
3RD GENERATION PLUMBING INC
109 PIRATES CV
MARATHON FL 33050-2925

CHARLIE CRIST
GOVERNOR

CHARLIE LIEM
INTERIM SECRETARY

DISPLAY AS REQUIRED BY LAW

4420990

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L09052900535

DATE	BATCH NUMBER	LICENSE NBR
05/29/2009	088223712	QB47709

Business ORGANIZATION
named below IS QUALIFIED
under the provisions of Chapter 489 FS.
expiration date: AUG 31, 2011
THIS IS NOT A LICENSE TO PERFORM WORK. THIS ALLOWS
COMPANY TO DO BUSINESS ONLY IF IT HAS A QUALIFIER.)
3RD GENERATION PLUMBING INC
3980 OVERSEAS HWY
MARATHON FL 33050

CHARLIE CRIST
GOVERNOR

CHARLES W. DRAGO
SECRETARY

DISPLAY AS REQUIRED BY LAW



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 Insurance Office of America, Inc. 100 NE Third Avenue Suite 850 Ft. Lauderdale, FL 33301	CONTACT NAME: Robert Mihm PHONE (A/C, No, Ext): 954-318-1379 FAX (A/C, No): 954-318-1383
	E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:
INSURED 3rd Generation Plumbing Inc 3980 Overseas Highway Marathon, FL 33050	INSURER(S) AFFORDING COVERAGE
	INSURER A: FCCI Commercial Insurance Co. NAIC # 33472
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES **CERTIFICATE NUMBER: 11-12 Liab.** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" 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 checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		CPP0010790-02	02/21/2011	02/21/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CA0010155-04	02/21/2011	02/21/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Contractor's Equipment - Leased or Rented Equipment		CPP0010790-02	02/21/2011	02/21/2012	\$50,000. limit \$1,000. deductible

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

CERTIFICATE HOLDER **CANCELLATION**

3rd Generation Plumbing, Inc. For Information Purposes 3980 Overseas Highway Marathon, FL 33050	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>Robert Mihm</i> Robert Mihm/TRICIA

EXPIRES SEPTEMBER 30, 2012

RECEIPT# 30140-72998

Business Name: 3RD GENERATION PLUMBING INC

Owner Name: JAMES N MASSARO
Mailing Address: 3980 OVERSEAS HWY
MARATHON, FL 33050

Business Location: 3980 OVERSEAS HWY
MARATHON, FL 33050
Business Phone: 305-743-4245
Business Type: CONTRACTORS (CONTRACTORS/PLUMBING
LANDSCAPING)

Rooms Seats Employees Machines Stalls

12

STATE LICENSE: CFC055680 EX

Number of Machines:		For Vending Business Only				
Vending Type:						
Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
35.00	0.00	35.00	0.00	0.00	0.00	35.00

Paid 122-10-00005274 09/12/2011 35.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

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

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