

CITY OF NAPLES, FLORIDA

AGREEMENT (PROFESSIONAL SERVICES)

Bid/Proposal No. 012-09

Contract No. _____

Project Name Clarifier Replacements – Wastewater Treatment & Reclamation Facility

THIS AGREEMENT (the "Agreement") is made and entered into this **4th day of March, 2009**, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **Garney Companies, Inc.**, a Florida corporation, **3018 Michigan Ave, Kissimmee, FL 34744** (the "CONTRACTOR").

WITNESSES:

WHEREAS, the CITY desires to obtain the services of the CONTRACTOR concerning **certain services specified in this Agreement** (referred to as the "Project"); and

WHEREAS, the CONTRACTOR has submitted a proposal for provision of those services; and

WHEREAS, the CONTRACTOR represents that it has expertise in the type of professional services that will be required for the Project.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

ARTICLE ONE CONTRACTOR'S RESPONSIBILITY

1.1. The Services to be performed by CONTRACTOR are generally described as replace the clarifier mechanisms in six (6) secondary clarifiers in the City of Naples Water Wastewater Treatment Plant, and may be more fully described in the Scope of Services, attached as Exhibit A and made a part of this Agreement.

1.2. The CONTRACTOR agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida, the City of Naples, and in Collier County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the CONTRACTOR pursuant to this Agreement.

1.3. The CONTRACTOR agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ or retain only qualified personnel to provide such services.

1.4. CONTRACTOR agrees to employ and designate, in writing, within 5 calendar days after receiving its Notice to Proceed, or other directive from the CITY, a qualified licensed professional to serve as the CONTRACTOR's project manager (the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of the CONTRACTOR with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement.

1.5. The CONTRACTOR has represented to the CITY that it has expertise in the type of professional services that will be required for the Project. The CONTRACTOR agrees that all services to be provided by CONTRACTOR pursuant to this Agreement shall be subject to the CITY's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, **as may be applied to the type of services to be rendered**, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by CONTRACTOR. In the event of any conflicts in these requirements, the CONTRACTOR shall notify the CITY of such conflict and utilize its best professional judgment to advise CITY regarding resolution of the conflict.

1.6. The CONTRACTOR agrees not to divulge, furnish or make available to any third person, firm or organization, without CITY's prior written consent, or unless incident to the proper performance of the CONTRACTOR's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by CONTRACTOR hereunder, and CONTRACTOR shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this paragraph. **However, the CONTRACTOR shall comply with the Florida Public Records laws.**

1.7. The CONTRACTOR agrees not to employ or offer to employ any Elected Officer or City Managerial Employee of the CITY who in any way deals with, coordinates on, or assists with, the professional services provided in this Agreement, for a period of 2 years after termination of all provisions of this Agreement. For purposes of this paragraph, the term "Elected Officer" shall mean any member of the City Council. For purposes of this paragraph, the term "City Managerial Employee" shall mean the City Manager, the Assistant City Manager, the City Clerk, and any City department head or director. If the CONTRACTOR violates the provisions of this paragraph, the CONTRACTOR shall be required to pay damages to the CITY in an amount equal to any and all compensation which is received by the former Elected Officer or City Managerial Employee of the CITY from or on behalf of the contracting person or entity, or an amount equal to the former Elected Officer's or City Managerial Employee's last 2 years of gross compensation from the CITY, whichever is greater.

1.8. The CONTRACTOR agrees not to provide services for compensation to any other party other than the CITY on the same subject matter, same project, or scope of services as set forth in this Agreement without approval from the City Council of the CITY.

1.9. Except as otherwise provided in this Agreement, the CONTRACTOR agrees not to disclose or use any information not available to members of the general public and gained by reason of the CONTRACTOR's contractual relationship with the CITY for the special gain or benefit of the CONTRACTOR or for the special gain or benefit of any other person or entity.

ARTICLE TWO CITY'S RESPONSIBILITIES

2.1. The CITY shall designate in writing a project coordinator to act as the CITY's representative with respect to the services to be rendered under this Agreement (the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define the CITY's policies and decisions with respect to the CONTRACTOR's services for the Project. However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions to the CONTRACTOR that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

- (a) The scope of services to be provided and performed by the CONTRACTOR;
- (b) The time the CONTRACTOR is obligated to commence and complete all such services; or
- (c) The amount of compensation the CITY is obligated or committed to pay the CONTRACTOR.

Any such modifications or changes ((a) (b) or (c)) shall only be made by or upon the authorization of the CITY's city manager as authorized by city council in the enabling legislation or in the CITY's procurement policies.

2.2. The Project Coordinator shall:

(a) Review and make appropriate recommendations on all requests submitted by the CONTRACTOR for payment for services and work provided and performed in accordance with this Agreement;

(b) Arrange for access to and make all provisions for the CONTRACTOR to enter the Project site to perform the services to be provided by the CONTRACTOR under this Agreement; and

(c) Provide notice to the CONTRACTOR of any deficiencies or defects discovered by the CITY with respect to the services to be rendered by the CONTRACTOR hereunder.

2.3. The CONTRACTOR acknowledges that access to the Project Site, to be arranged by the CITY for the CONTRACTOR, may be provided during times that are not the normal business hours of the CONTRACTOR.

ARTICLE THREE TIME

3.1. Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from the CITY for all or any designated portion of the Project and shall be performed and completed 18 months after issuance of order to proceed. Time is of the essence with respect to the performance of this Agreement.

3.2. Should the CONTRACTOR be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the CONTRACTOR, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the CITY, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then the CONTRACTOR shall notify the CITY in writing within 5 working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONTRACTOR may have had to request a time extension.

3.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the CONTRACTOR's services from any cause whatsoever, including those for which the CITY may be responsible in whole or in part, shall relieve the CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the CITY. The CONTRACTOR's sole remedy against the CITY will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

3.4. Should the CONTRACTOR fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the CITY hereunder, the CITY at its sole discretion and option may withhold any and all payments due and owing to the CONTRACTOR until such time as the CONTRACTOR resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the CITY's satisfaction that the CONTRACTOR's performance is or will shortly be back on schedule.

ARTICLE FOUR COMPENSATION

4.1. The total compensation to be paid the CONTRACTOR by the CITY for all Services shall not exceed

\$2,089,001.00 and shall be paid in the manner set forth in the "Basis of Compensation", which is attached as **Exhibit B** and made a part of this Agreement.

**ARTICLE FIVE
MAINTENANCE OF RECORDS**

5.1. The CONTRACTOR will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by the CONTRACTOR for a minimum of five 5 years from the date of termination of this Agreement or the date the Project is completed, whichever is later. the CITY, or any duly authorized agents or representatives of the CITY, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the 5 year period noted above; provided, however, such activity shall be conducted only during normal business hours. **If the CONTRACTOR desires to destroy records prior to the minimum period, it shall first obtain permission from the CITY in accordance with the Florida Public Records laws.**

**ARTICLE SIX
INDEMNIFICATION**

6.1. The CONTRACTOR agrees to indemnify and hold harmless the City from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employer or utilized by the CONTRACTOR in the performance of the Contract.

**ARTICLE SEVEN
INSURANCE**

7.1. CONTRACTOR shall obtain and carry, at all times during its performance under **this Agreement**, insurance of the types and in the amounts set forth in the document titled General Insurance Requirements, which is attached as **Exhibit C and made a part of** this Agreement.

**ARTICLE EIGHT
SERVICES BY CONTRACTOR'S OWN STAFF**

8.1. The services to be performed hereunder shall be performed by the CONTRACTOR's own staff, unless otherwise authorized in writing by the CITY. The employment of, contract with, or use of the services of any other person or firm by the CONTRACTOR, as independent contractor or otherwise, shall be subject to the prior written approval of the CITY. No provision of this Agreement shall, however, be construed as constituting an agreement between the CITY and any such other person or firm. Nor shall anything contained in this Agreement be deemed to give any such party or any third party any claim or right of action against the CITY beyond such as may otherwise exist without regard to this Agreement.

**ARTICLE NINE
WAIVER OF CLAIMS**

9.1. The CONTRACTOR's acceptance of final payment shall constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against the CITY arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time of the final payment. Neither the acceptance of the CONTRACTOR's services nor payment by the CITY shall be deemed to be a waiver of any of the CITY's rights against the CONTRACTOR.

**ARTICLE TEN
TERMINATION OR SUSPENSION**

10.1. The CONTRACTOR shall be considered in material default of this Agreement and such default will be

considered cause for the CITY to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under the Notice(s) to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by the CITY, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by the CONTRACTOR or by any of the CONTRACTOR's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. The CITY may so terminate this Agreement, in whole or in part, by giving the CONTRACTOR at least 3 calendar days' written notice.

10.2. If, after notice of termination of this Agreement as provided for in paragraph 10.1 above, it is determined for any reason that the CONTRACTOR was not in default, or that its default was excusable, or that the CITY otherwise was not entitled to the remedy against the CONTRACTOR provided for in paragraph 10.1, then the notice of termination given pursuant to paragraph 10.1 shall be deemed to be the notice of termination provided for in paragraph 10.3 below and the CONTRACTOR's remedies against the CITY shall be the same as and limited to those afforded the CONTRACTOR under paragraph 10.3 below.

10.3. The CITY shall have the right to terminate this Agreement, in whole or in part, without cause upon 7 calendar day's written notice to the CONTRACTOR. In the event of such termination for convenience, the CONTRACTOR's recovery against the CITY shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by the CONTRACTOR that are directly attributable to the termination, but the CONTRACTOR shall not be entitled to any other or further recovery against the CITY, including, but not limited to, anticipated fees or profits on work not required to be performed.

ARTICLE ELEVEN CONFLICT OF INTEREST

11.1. The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The CONTRACTOR further represents that no persons having any such interest shall be employed to perform those services.

ARTICLE TWELVE MODIFICATION

12.1. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

ARTICLE THIRTEEN NOTICES AND ADDRESS OF RECORD

13.1. All notices required or made pursuant to this Agreement to be given by the CONTRACTOR to the CITY shall be in writing and shall be delivered by hand or by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CITY's address of record:

City of Naples
735 Eighth Street South
Naples, Florida 34102-3796
Attention: **A. William Moss**, City Manager

13.2. All notices required or made pursuant to this Agreement to be given by the CITY to the CONTRACTOR shall be made in writing and shall be delivered by hand or by the United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CONTRACTOR's address of record:

Garney Companies, Inc.
3018 Michigan Ave.
Kissimmee, FL 34744
Attn: Jason A. Seubert

13.3. Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

ARTICLE FOURTEEN
MISCELLANEOUS

14.1. The CONTRACTOR, in representing the CITY, shall promote the best interest of the CITY and assume towards the CITY a duty of the highest trust, confidence, and fair dealing.

14.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.

14.3. This Agreement is not assignable, in whole or in part, by the CONTRACTOR without the prior written consent of the CITY.

14.4. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

14.5. The headings of the Articles, Exhibits, Parts and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Exhibits, Parts and Attachments.

14.6. This Agreement constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement.

Sec. 14. 7. The CONTRACTOR shall comply fully with all provisions of state and federal law, including without limitation all provisions of the Immigration Reform and Control Act of 1986 (“IRCA”) as amended, as well as all related immigration laws, rules, and regulations pertaining to proper employee work authorization in the United States. The CONTRACTOR shall execute the Certification of Compliance with Immigration Laws, attached hereto as **Exhibit “D”**.

ARTICLE FIFTEEN
APPLICABLE LAW

15.1. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate Florida state court in Collier County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the day and year first written above.

ATTEST:

CITY:

CITY OF NAPLES, FLORIDA,
A Municipal Corporation

By: _____
Tara A. Norman, City Clerk

By: _____
A. William Moss, City Manager

Approved as to form
and legal sufficiency:

By: _____
Robert D. Pritt, City Attorney

CONTRACTOR:
Garney Companies, Inc.
A Florida Corporation

By: _____
Its _____

Witness

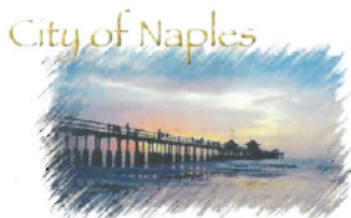
(CORPORATE SEAL)

General Contract (not Architects/Engineers)

EXHIBIT A

SCOPE OF SERVICES

The Services to be provided under this Agreement are those set out below [or in Exhibit A-1 through A-], attached and made part of this Exhibit A.



INVITATION FOR BID

**CITY OF NAPLES
PURCHASING DIVISION
270 RIVERSIDE CIRCLE
NAPLES, FL 34102**

PH: 239-213-7100 FX: 239-213-7105

NOTIFICATION DATE: 11/24/08	TITLE: CLARIFIER REPLACEMENTS Wastewater Treatment & Reclamation Facility	NUMBER: O12-09	OPENING DATE & TIME: 01/08/09 2:00 pm
PRE-BID DATE, TIME AND LOCATION: A Mandatory Pre-Bid Meeting will be held on 12/09/08 at 9:00 am in the Purchasing Conference Room located at 270 Riverside Cr., Naples, Florida 34102			
NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL: GARNEY COMPANIES, INC.			
MAILING ADDRESS: 3018 MICHIGAN AVE			
CITY-STATE-ZIP: KISSIMMEE, FL 34744			
PH: (407) 846-3121	EMAIL: jseubert@garney.com		
FX: (407) 846-2887	WEB ADDRESS: www.garney.com		
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the City of Naples the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Naples all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of FL for price fixing relating to the particular commodities or services purchased or acquired by the City of Naples. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.			
AUTHORIZED SIGNATURE 	DATE 1/8/09	PRINTED NAME/TITLE Jason A. Seubert Vice President	
Please initial by all that apply I acknowledge receipt of the following addendum			
<input checked="" type="checkbox"/> Addendum #1	<input type="checkbox"/> Addendum #2	<input type="checkbox"/> Addendum #3	<input type="checkbox"/> Addendum #4

PLEASE NOTE THE FOLLOWING:

- > This page **must be completed and returned with your bid.**
- > Bids must be **submitted in a sealed envelope, marked with bid number & closing date.**
- > Bids received after the above closing date and time will not be accepted.
- > **If you do not have an email address** and you want a copy of the Bid Tab, please enclose a stamped, self-addressed envelope with your bid.

**DIVISION 0 - SECTION 00300
BID PROPOSAL**

**CLARIFIER REPLACEMENT PROJECT
WASTEWATER TREATMENT & RECLAMATION FACILITY
CITY OF NAPLES, BID # 003-09R**

Full Name of Bidder GARDEN COMPANIES, INC
 Main Business Address 1333 NEW VIVION RD. KANSAS CITY, MO. 64118
 Place of Business 3018 MICHIGAN AVE. KISSIMMEE, FL 34744
 Telephone No. 407-846-3121 Fax No. 407-846-2887
 Contractor's License #: GGC 1515632 Type: GENERAL CONTRACTOR Issue Location: STATE OF FLORIDA

To: CITY OF NAPLES, Purchasing Division, 270 Riverside Circle, Naples, FL 34102
 (hereinafter called the Owner)

The undersigned, as Bidder declares that the only person or parties interested in this Proposal as principals are those named herein, that this Proposal is made without collusion with any other person, firm or corporation; that it has carefully examined the location of the proposed work, the proposed forms of Agreement and Bonds, and the Contract Drawings and Specifications, including Addenda issued thereto and acknowledges receipt below:

Addendum Number	Date Issued	Contractor's Initials
<u>1</u>	<u>12/14/08</u>	<u>SAT</u>
<u>2</u>	<u>12/17/08</u>	<u>SAT</u>
<u>3</u>	<u>12/30/08</u>	<u>SAT</u>

Bidder proposes, and agrees if this Proposal is accepted, Bidder will contract with the Owner in the form of the copy of the Agreement included in these Contract Documents, to provide all necessary machinery, tools, apparatus and other means of construction, including utility and transportation services necessary to do all the Work, and furnish and install all the materials and equipment specified or referred to in the Contract Documents in the manner and time herein prescribed and according to the requirements of the Owner as therein set forth, furnish the specified Contractor's Bonds and Insurance specified in the General Conditions of the Contract, and to do all other things required of the Contractor by the Contract Documents, and that it will take full payment the sums set forth in the following Bid Schedule:

NOTE: If you choose to bid, please submit in triplicate (ONE ORIGINAL and TWO COPIES) of your bid proposal package on this form.

BID NUMBER: 003-09R
 BID OPEN DATE: 01/08/2009
 CITY PROJ. NO. 09M0A

00300- 1
 REPLACE CLARIFIERS - NAPLES WRF
 HM Project No. 2008.060



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

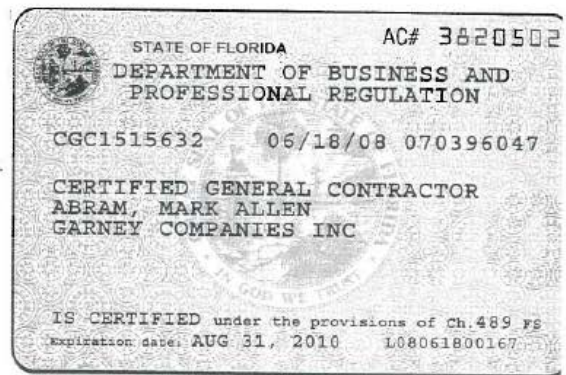
(850) 487-1395

ABRAM, MARK ALLEN
GARNEY COMPANIES INC
1650 POLK ST
HOLLYWOOD FL 33020

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

C# 3820502

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

SEQ# L08061800167

DATE	BATCH NUMBER	LICENSE NBR
06/18/2008	070396047	CGC1515632

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2010

ABRAM, MARK ALLEN
GARNEY COMPANIES INC
1650 POLK ST
HOLLYWOOD FL 33020

CHARLIE CRIST
GOVERNOR

CHUCK DRAGO
INTERIM SECRETARY

DISPLAY AS REQUIRED BY LAW



100% Employee Owned

**CERTIFIED COPY OF RESOLUTION
OF
BOARD OF DIRECTORS
OF
GARNEY COMPANIES, INC.**

The undersigned, Stephen M. McCandless hereby certifies that he is the duly elected and qualified Secretary of the Garney Companies, Inc. a Missouri Corporation (the "Company"), and that as Secretary, he maintains the records and the corporate seal of the Company. The undersigned further certifies that the following is a true and correct copy of the resolutions adopted by the unanimous consent of the members of the Board of Directors of the Company on the 18th day of March, 2008 and that such resolutions are now in full force and effect:

RESOLVED: That Jason Seubert is hereby recognized as the Vice President of the Corporation to serve until the next annual meeting of the Directors and authorized and instructed to execute and deliver on behalf of the Corporation and it's name, contracts, offers and bids pertaining to contracting and construction work to be performed by the Company.

IN WITNESS WHEREOF, the undersigned has hereby affixed his name as Secretary and caused the corporate seal of the Company to be affixed hereto this 14th day of April, 2008.



Stephen M. McCandless, Corporate Secretary

1333 N.W. Vivion Road • Kansas City, Missouri 64118-4554
Phone 816-741-4600 • Fax 816-741-4488

If awarded a contract under this Proposal, the undersigned agrees to provide all required documentation within 7 calendar days from commencement date stipulated in the written "Notice to Proceed" and/or Official City of Naples Purchase Order, unless the Project Manager, in writing, subsequently notifies Contractor of a modified (later) commencement date.

Respectfully Submitted:

State of Florida
County of Collier

JASON SEUBERT, being first duly sworn on oath deposes and says that the Bidder on the above Proposal is organized as indicated and that all statements herein made are made on behalf of such Bidder and that this deponent is authorized to make them.

JASON SEUBERT, also deposes and says that it has examined and carefully prepared its Bid Proposal from the Contract Drawings and Specifications and has checked the same in detail before submitting this Bid; that the statements contained herein are true and correct.

(a) Corporation

The Bidder is a corporation organized and existing under the laws of the State of MISSOURI, which operates under the legal name of GARVEN COMPANIES, INC., and the full names of its officers are as follows:

President MONTE TRIPP

Secretary STEPHEN McCANDLESS

Treasurer THOMAS DAHL

Manager JASON SEUBERT - VICE PRESIDENT

and it (does) or (does not) have a corporate seal. The MANAGER, JASON SEUBERT is authorized to sign construction proposals and contracts for the company by action of its Board of Directors taken 3/6/08, a certified copy of which is hereto attached ~~(strike out this last sentence if not applicable).~~

(b) Co-Partnership

The Bidder is a co-partnership consisting of individual partners whose full names are as follows:

00300- 4

BID NUMBER: 003-09R
BID OPEN DATE: 01/08/2009
CITY PROJ. NO. 09M0A

REPLACE CLARIFIERS - NAPLES WRF
HM Project No. 2008.060

The co-partnership does business under the legal name of:

(c) Individual

The Bidder is an individual whose full name is _____,
and if operating under a trade name, said trade name is _____.

DATED _____

_____ Legal entity

_____ Witness

BY: _____
Name of Bidder (Typed)

_____ Witness

_____ Signature

_____ Title

[Corporate Seal]

Telephone and e-mail address: _____ / _____

STATE OF FLORIDA

COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 8th day of June,
2008, by JASON SEUBERT as
VICE PRESIDENT of GARDNER COMPANIES, INC., a
MISSOURI corporation, on behalf of the corporation. He/she is personally known to me
or has produced _____ as
identification and did (did not) take an oath.

My Commission Expires: 7/25/2011

Ruth Leigh Dearden
(Signature of Notary)

NAME: RUTH LEIGH DEARDEN
(Legibly Printed)

Notary Public, State of FLORIDA

Commission No.: DD698933

(AFFIX OFFICIAL SEAL)



END OF SECTION 00300 - BID PROPOSAL

00300- 5

BID NUMBER: 003-09R
BID OPEN DATE: 01/08/2009
CITY PROJ. NO. 09M0A

REPLACE CLARIFIERS - NAPLES WRF
HM Project No. 2008.060

REFERENCES

THIS SHEET MUST BE COMPLETED AND RETURNED WITH BID

PROVIDE AT LEAST THREE REFERENCES FOR WHOM YOUR COMPANY HAS PROVIDED SAME OR SIMILAR SERVICES WITHIN THE LAST 2 YEARS.

COMPANY NAME: Johnson County Wastewater

ADDRESS: 7311 West 130th St, Suite 100
Overland Park, KS 66213

TELEPHONE: (913) 207-5225

CONTACT PERSON: Susan Pekarek

COMPANY NAME: Plum Creek Wastewater Authority

ADDRESS: 4255 N. US Highway 85
Castle Rock, CO 80104

TELEPHONE: (720) 289-8813 (Carollo number)

CONTACT PERSON: Tim Grotheer (now with Carollo Engineers)

COMPANY NAME: Brown & Caldwell

ADDRESS: 1697 Cole Blvd, Suite 200
Golden, CO 80401

TELEPHONE: (303) 239-5400

CONTACT PERSON: Boyd Hanzon

City of Naples, Florida
Purchasing Department
Bid No. 003-09

Bid Opening 11/14/08

STATEMENT OF BIDDER'S QUALIFICATIONS
NEW CLARIFIER MECHANISMS
WASTEWATER TREATMENT AND RECLAMATION FACILITY

Consideration of the bid requires certain experience qualifications. The bidder must identify below direct experience over the last six years with the successful installation of at least five circular clarifier mechanisms in wastewater treatment facilities of a diameter of 65 feet or larger. Installation by a subcontractor shall not satisfy this requirement unless that same subcontractor is listed as the installing subcontractor for this project. Failure to strictly satisfy these qualifications will result in bid disqualification.

Submission of the bidder's qualifications must include the following information and format as a minimum. The bidder shall prepare his qualifications on separate sheets and attach to the bid when submitted.

Sample of required information and format to be submitted for each project:

Project Owner: Metro Wastewater Reclamation District

Project Name: PAR 942 North Secondary Complex Improvements

Size and Number of Circular Clarifiers:

12 ea 130-ft. clarifiers

Manufacturer of Clarifier Mechanisms:

Siemens Water Technologies

Date Completed: estimated April 25, 2012

Installation by own forces: Yes / No Installation by

subcontractor: Yes / No

Owner or Engineer Contact (Name, phone and email):

Jerry Salts
(720) 641-4149 jsalts@carollo.com

Signed 

Name of Bidder Garney Companies, Inc.

IMPORTANT MESSAGE

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID COVER SHEET.

City of Naples, Florida
Purchasing Department
Bid No. 003-09

Bid Opening 11/14/08

STATEMENT OF BIDDER'S QUALIFICATIONS
NEW CLARIFIER MECHANISMS
WASTEWATER TREATMENT AND RECLAMATION FACILITY

Consideration of the bid requires certain experience qualifications. The bidder must identify below direct experience over the last six years with the successful installation of at least five circular clarifier mechanisms in wastewater treatment facilities of a diameter of 65 feet or larger. Installation by a subcontractor shall not satisfy this requirement unless that same subcontractor is listed as the installing subcontractor for this project. Failure to strictly satisfy these qualifications will result in bid disqualification.

Submission of the bidder's qualifications must include the following information and format as a minimum. The bidder shall prepare his qualifications on separate sheets and attach to the bid when submitted.

Sample of required information and format to be submitted for each project:

Project Owner: Johnson County Wastewater
Project Name: Blue River Wastewater Treatment Plant - 2 Phases
Size and Number of Circular Clarifiers:
2 ea. 125-ft
Manufacturer of Clarifier Mechanisms:
Westech
Date Completed: December 1, 2006
Installation by own forces: Yes / No Installation by
subcontractor: Yes / No
Owner or Engineer Contact (Name, phone and email):
Susan Pekarek
(913) 207-5225

Signed 

Name of Bidder Garney Companies, Inc.

IMPORTANT MESSAGE

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID COVER SHEET.

City of Naples, Florida
Purchasing Department
Bid No. 003-09

Bid Opening 11/14/08

STATEMENT OF BIDDER'S QUALIFICATIONS
NEW CLARIFIER MECHANISMS
WASTEWATER TREATMENT AND RECLAMATION FACILITY

Consideration of the bid requires certain experience qualifications. The bidder must identify below direct experience over the last six years with the successful installation of at least five circular clarifier mechanisms in wastewater treatment facilities of a diameter of 65 feet or larger. Installation by a subcontractor shall not satisfy this requirement unless that same subcontractor is listed as the installing subcontractor for this project. Failure to strictly satisfy these qualifications will result in bid disqualification.

Submission of the bidder's qualifications must include the following information and format as a minimum. The bidder shall prepare his qualifications on separate sheets and attach to the bid when submitted.

Sample of required information and format to be submitted for each project:

Project Owner: Plum Creek Wastewater Authority

Project Name: Plum Creek WWTP Expansion

Size and Number of Circular Clarifiers:

3 ea. 85-F.

Manufacturer of Clarifier Mechanisms:

Eimco

Date Completed: August 1, 2005

Installation by own forces: Yes / No Installation by
subcontractor: Yes / No

Owner or Engineer Contact (Name, phone and email):

Tim Grotheer
(720)289-8813 tgrotheer@carollo.com

Signed 

Name of Bidder Garney Companies, Inc.

IMPORTANT MESSAGE

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID COVER SHEET.

City of Naples, Florida

Purchasing Department

Bid No. 003-09

Bid Opening 11/14/08

STATEMENT OF BIDDER'S QUALIFICATIONS
NEW CLARIFIER MECHANISMS
WASTEWATER TREATMENT AND RECLAMATION FACILITY

Consideration of the bid requires certain experience qualifications. The bidder must identify below direct experience over the last six years with the successful installation of at least five circular clarifier mechanisms in wastewater treatment facilities of a diameter of 65 feet or larger. Installation by a subcontractor shall not satisfy this requirement unless that same subcontractor is listed as the installing subcontractor for this project. Failure to strictly satisfy these qualifications will result in bid disqualification.

Submission of the bidder's qualifications must include the following information and format as a minimum. The bidder shall prepare his qualifications on separate sheets and attach to the bid when submitted.

Sample of required information and format to be submitted for each project:

Project Owner: City of Boulder, Colorado

Project Name: 75th Street WWTP Upgrades

Size and Number of Circular Clarifiers:

1 ea. 110-A.

Manufacturer of Clarifier Mechanisms:

Siemens Water Technologies

Date Completed: June 2, 2008

Installation by own forces: Yes / No Installation by

subcontractor: Yes / No

Owner or Engineer Contact (Name, phone and email):

Boyd Hanzon
(303) 239-5400 bhanzon@brwncald.com

Signed 

Name of Bidder Garney Companies, Inc.

IMPORTANT MESSAGE

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID COVER SHEET.

City of Naples, Florida
Purchasing Department
Bid No. 003-09

Bid Opening 11/14/08

STATEMENT OF BIDDER'S QUALIFICATIONS
NEW CLARIFIER MECHANISMS
WASTEWATER TREATMENT AND RECLAMATION FACILITY

Consideration of the bid requires certain experience qualifications. The bidder must identify below direct experience over the last six years with the successful installation of at least five circular clarifier mechanisms in wastewater treatment facilities of a diameter of 65 feet or larger. Installation by a subcontractor shall not satisfy this requirement unless that same subcontractor is listed as the installing subcontractor for this project. Failure to strictly satisfy these qualifications will result in bid disqualification.

Submission of the bidder's qualifications must include the following information and format as a minimum. The bidder shall prepare his qualifications on separate sheets and attach to the bid when submitted.

Sample of required information and format to be submitted for each project:

Project Owner: City of Chandler, Arizona

Project Name: Airport Water Reclamation Facility Expansion

Size and Number of Circular Clarifiers:

2 ea. 125-ft.

Manufacturer of Clarifier Mechanisms:

Eimco

Date Completed: October 15, 2003

Installation by own forces: Yes / No Installation by
subcontractor: Yes / No

Owner or Engineer Contact (Name, phone and email):

Robert Upham, P.E.
(602) 534-9205

Signed 

Name of Bidder Garney Companies, Inc.

IMPORTANT MESSAGE

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID COVER SHEET.

**DIVISION 0 – SECTION 00301
STATEMENT OF BIDDER'S QUALIFICATIONS**

**NEW CLARIFIER MECHANISMS
WASTEWATER TREATMENT AND RECLAMATION FACILITY**

Consideration of the bid requires certain experience qualifications. The bidder must identify below direct experience over the last six years with the successful installation of at least five circular clarifier mechanisms in wastewater treatment facilities of a diameter of 65 feet or larger. Installation by a subcontractor shall not satisfy this requirement unless that same subcontractor is listed as the installing subcontractor for this project. Failure to strictly satisfy these qualifications will result in bid disqualification. Submission of the bidder's qualifications must include the following information and format as a minimum. The bidder shall prepare his qualifications on separate sheets and attach to the bid when submitted.

Sample of required information and format to be submitted for each project:

Project Owner: CHEYENNE WYOMING BOARD OF PUBLIC WORKS

Project Name: DRY CREEK WWTP IMPROVEMENTS

Size and Number of Circular Clarifiers: 1EA-70' , 2EA-90'

Manufacturer of Clarifier Mechanisms: WESTECH

Date Completed: 4/15/06

Installation by own forces Yes / No

Installation by subcontractor: Yes / No

Owner or Engineer Contact (Name, phone and email): _____

TIMOTHY WILSON (307) 637-6460

Signed 

Name of Bidder GARNEY CONSTRUCTION

RETURN WITH BID

END OF SECTION 00301 - STATEMENT OF BIDDER'S QUALIFICATIONS

BID NUMBER: 003-09R
BID OPEN DATE: 01/08/2009
CITY PROJ. NO. 09M0A

00301- 1
REPLACE CLARIFIERS – NAPLES WRF
HM Project No. 2008.060

**DIVISION 0 – SECTION 00301
STATEMENT OF BIDDER'S QUALIFICATIONS**

**NEW CLARIFIER MECHANISMS
WASTEWATER TREATMENT AND RECLAMATION FACILITY**

Consideration of the bid requires certain experience qualifications. The bidder must identify below direct experience over the last six years with the successful installation of at least five circular clarifier mechanisms in wastewater treatment facilities of a diameter of 65 feet or larger. Installation by a subcontractor shall not satisfy this requirement unless that same subcontractor is listed as the installing subcontractor for this project. Failure to strictly satisfy these qualifications will result in bid disqualification. Submission of the bidder's qualifications must include the following information and format as a minimum. The bidder shall prepare his qualifications on separate sheets and attach to the bid when submitted.

Sample of required information and format to be submitted for each project:

Project Owner: CITY OF GILLETTE, WY

Project Name: GILLETTE WWTP

Size and Number of Circular Clarifiers: 2EA - 80'

Manufacturer of Clarifier Mechanisms: US FILTER / ENVIREX

Date Completed: 3/31/07

Installation by own forces: Yes / No

Installation by subcontractor: Yes / No

Owner or Engineer Contact (Name, phone and email): _____

DUSTIN HAMILTON (307) 686-5265

Signed 

Name of Bidder GARNEY COMPANIES, INC.

RETURN WITH BID

END OF SECTION 00301 - STATEMENT OF BIDDER'S QUALIFICATIONS

DIVISION 0 – SECTION 00302
LIST OF SUBCONTRACTORS

The undersigned states that the following is a full and complete list of the proposed subcontractors on this Project and the class of work to be performed by each, and that such list will not be added to nor altered without written consent of the Project Manager. The undersigned further acknowledges its responsibility for ensuring that the subcontractors listed herein meet all legal requirements applicable to and necessitated by this Agreement, including, but not limited to proper licenses, certifications, registrations and insurance coverage. The City reserves the right to disqualify any bidder who includes non-compliant or non-qualified subcontractors in his/her bid offer. Further, the City may direct the bidder/contractor to remove/replace any subcontractor that is found to be non-compliant with this requirement subsequent to award of the contract at no additional cost to the City. **THIS LIST MUST BE COMPLETED OR BID WILL BE DEEMED NON-RESPONSIVE. (Attach additional sheets as needed).**

BIDDER'S STATEMENT OF PROPOSED SUBCONTRACTOR FOR INSTALLATION OF NEW CLARIFIER MECHANISMS - WASTEWATER TREATMENT AND RECLAMATION FACILITY

The bidder identifies the following firm as the proposed installation subcontractor of the replacement clarifier mechanisms.

Name of Firm: SELF PERFORM

Address and Phone: _____

Contact Person: _____

<u>Other Subcontractor and Address</u>	<u>Specialty</u>
1. <u>E.B. SIMMONDS</u> <u>NAPLES, FL</u>	<u>ELECTRICAL</u>
2. _____	_____
3. _____	_____

Signed 

Name of Bidder GARNEY COMPANIES, INC.

RETURN WITH BID

END OF SECTION 00302 - LIST OF SUBCONTRACTORS

00302- 1

BID NUMBER: 003-09R
BID OPEN DATE: 01/08/2009
CITY PROJ. NO. 09MOA

REPLACE CLARIFIERS – NAPLES WRF
HM Project No. 2008.060

**DIVISION 0 – SECTION 00303
MATERIAL MANUFACTURERS**

The Bidder is required to state below, material manufacturers it proposes to utilize on this project. No change will be allowed after submittal of Bid. If substitute material proposed and listed below is not approved by Engineer, Bidder shall furnish the manufacturer named in the specification. Acceptance of this Bid does not constitute acceptance of material proposed on this list. **THIS LIST MUST BE COMPLETED OR BID WILL BE DEEMED NON-RESPONSIVE. (Attach additional sheets as needed).**

BIDDER'S STATEMENT OF PROPOSED MANUFACTURER FOR NEW CLARIFIER MECHANISMS - WASTEWATER TREATMENT AND RECLAMATION FACILITY

The bidder identifies the following firm as the proposed manufacturer of the replacement clarifier mechanisms. Mark only one of the following firms:

Eimco:

WesTech:

Walker:

<u>MATERIAL</u>	<u>MANUFACTURER</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____

Signed 

Name of Bidder GARNEY COMPANIES, INC.

RETURN WITH BID

END OF SECTION 00303 - MATERIAL MANUFACTURERS

BID NUMBER: 003-09R
BID OPEN DATE: 01/08/2009
CITY PROJ. NO. 09M0A

00303- 1
REPLACE CLARIFIERS – NAPLES WRF
HM Project No. 2008.060

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Garney Companies, Inc.
1333 NW Vivion Road Kansas City, MO 64118

as Principal, hereinafter called the Principal, and Liberty Mutual Insurance Company / Western Surety Company

a corporation duly organized under the laws of the State of _____
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Naples
270 Riverside Circle Naples, FL 34102

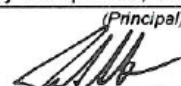
as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid
Dollars (5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for WWTP Clarifier Replacements

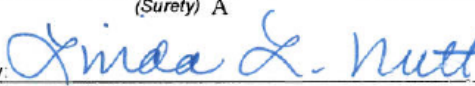
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with
the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and materials 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.

Signed and sealed this 14th day of November, 2008


(Witness)

Garney Companies, Inc.
(Principal) (Seal)
By: 
Jason A. Seubert (Title)
Vice President


(Witness)

Western Surety Company
(Surety) A (Seal)
By: 
Linda L. Nutt (Title)
Attorney-in-Fact
Limit of Liability: **\$34,212,000** State of Incorporation: **SD**

Address: **PO Box 5077**
Sioux Falls, SD 57117-5077

AIA DOCUMENT A310 • BID BOND • AIA • FEBRUARY 1970 ED. • THE AMERICAN
INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006
Surety Phone No. 800/331-6053

ATTACHMENT TO BOND NO. Bid Bond / Bid Bond

SURETIES

Surety B

Liberty Mutual Insurance Company
450 Plymouth Road, Suite 400
Plymouth Meeting, PA 19462
State of Incorporation: MA
Limit of Liability: \$ \$799,700,000

Witness: *Matthew A. Hill*

By: *Linda L. Nutt*
Linda L. Nutt , Attorney-In-Fact
Surety Phone No. 610/832-8240

Surety C

State of Incorporation:
Limit of Liability: \$

Witness: _____

By: _____
_____, Attorney-In-Fact
Surety Phone No.

Surety D

State of Incorporation:
Limit of Liability: \$

Witness: _____

By: _____
_____, Attorney-In-Fact
Surety Phone No.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Linda L. Nutt

of Kansas City, MO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

Surety Bond Number: Bid Bond / Bid Bond
Principal: Garney Companies, Inc.
Obligee: City of Naples
Amount of Bond: See Bond Form

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 19th day of September, 2006



WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 19th day of September, 2006, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2012



D. Krell
D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 14th day of November, 2008



WESTERN SURETY COMPANY
L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS:

That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint, Linda L. Nutt, its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any location within the United States, the following surety bond:

Principal Name: Garney Companies, Inc.

Obligee Name: City of Naples

LMS Surety Bond Number: Bid Bond / Bid Bond

Bond Amount: See Bond Form

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 23rd day of MAY, 2006.



LIBERTY MUTUAL INSURANCE COMPANY

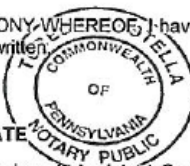
Garnet W. Elliott

By _____
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 23rd day of MAY, 2006, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2009
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 14th day of November, 2008.



By David M. Carey
David M. Carey, Assistant Secretary

SEE ATTACHED

**DIVISION 0 - SECTION 00410
BID PROPOSAL BOND**

**RETURN IN DUPLICATE WITH BID (AS APPLICABLE)
NOT TO BE FILLED OUT IF A CERTIFIED CHECK IS SUBMITTED.**

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned,
GARDEN COMPANIES, INC. as Principal,

and LIBERTY MUTUAL / WESTERN SURETY as Surety

are held and firmly bound unto the City of Naples, Florida, in the sum of
\$ 590 OF BID AMOUNT for the payment of which, will and truly to
be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators,
successors and assigns.

The condition of the above obligation is such that if the attached Proposal of Principal and Surety
for work specified as:

**CLARIFIER REPLACEMENT PROJECT
WASTEWATER TREATMENT & RECLAMATION FACILITY
1400 3rd Avenue North
Naples, Florida 34102
CITY OF NAPLES, BID # 003-09R**

all as stipulated in said Proposal, by doing all work incidental thereto, in accordance with the
plans and specifications provided heretofore, all within Collier County, is accepted and the bidder
shall within ten (10) days after notice of said award, enter into a contract, in writing, and furnish
the required Performance Bond with surety or sureties to be approved by the Director of
Purchasing, this obligation shall be void; otherwise the same shall be in full force and virtue by
law and the full amount of this Proposal Bond will be paid to the City as stipulated or liquidated
damages.

Signed this _____ day of _____, 2008.

Principal

Surety

Principal must indicate whether corporation, partnership, company, or individual.

The person signing shall, in his own handwriting, sign the Principal's name, his own name, and his
title. The person signing for a corporation must, by affidavit, show his authority to bind the
corporation.

END OF SECTION 00410 - BID PROPOSAL BOND

00410- 1

BID NUMBER: 003-09R
BID OPEN DATE: 01/08/2009
CITY PROJ. NO. 09M0A

REPLACE CLARIFIERS - NAPLES WRF
HM Project No. 2008.060

**DIVISION 0 - SECTION 00420
CORPORATE RESOLUTION**

THOMAS J. DAHL
ASSISTANT SECRETARY, Secretary of GARNEY COMPANIES, INC., a

corporation organized and existing under the laws of the State of MO, hereby certify that at a meeting of the Board of Directors of the Corporation duly called and held on March 6, 2008 at which a quorum was present and acting throughout, the following resolutions were adopted and are now in full force and effect:

RESOLVED that the following individuals of this corporation are authorized to execute on behalf of this corporation a Bid and Agreement to _____ for the construction of _____.

I further certify that the names of the officers of this corporation and any other persons authorized to act under this resolution and their official signatures are as follows:

<u>NAME</u>	<u>OFFICER</u>	<u>OFFICIAL SIGNATURE</u>
<u>MONTIE TRIPP, PRESIDENT</u>	<u>President</u>	<u>[Signature]</u>
<u>MICHAEL H. HEITMANN, VICE PRESIDENT</u>	<u>Vice President</u>	<u>[Signature]</u>
<u>Jason A. Seubert, Vice President</u>	<u>Vice President</u>	<u>[Signature]</u>
<u>THOMAS J. DAHL, ASSISTANT SECRETARY</u>	<u>Ass. Sec. & Tres.</u>	<u>Thomas J. Dahl</u>

IN WITNESS WHEREOF, I have hereunto subscribed my name as Secretary and affixed the seal of the corporation this 8 day of January, 2008.

RETURN WITH BID

END OF SECTION 00420 – CORPORATE RESOLUTION

BID NUMBER: 003-09R
 BID OPEN DATE: 01/08/2009
 CITY PROJ. NO. 09M0A

00420- 1

REPLACE CLARIFIERS – NAPLES WRF
 HM Project No. 2008.060

**DIVISION 0 – SECTION 00470
DRUG-FREE WORKPLACE CERTIFICATION**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied bidders have a drug-free workplace program. In order to have a drug-free workplace program, a business certifies the following:

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

GARNEY COMPANIES, LLC does:
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, 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 Paragraph 1.
4. In the statement specified in Paragraph 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 or of any controlled substance law of the United States or any state, for any 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, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

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



Bidder's Signature

1/8/09

Date

RETURN WITH BID

END OF SECTION 00470 - DRUG-FREE WORKPLACE CERTIFICATION

00470- 1

BID NUMBER: 003-09R
BID OPEN DATE: 01/08/2009
CITY PROJ. NO. 09MOA

REPLACE CLARIFIERS – NAPLES WRF
HM Project No. 2008.060

SECTION 00480
NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA

COUNTY OF OSCEOLA

JASON SEUBERT, being first duly sworn deposes and says that:

1. He (it) is the VICE PRESIDENT of GARNEY COMPANIES, INC. the Bidder that has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By [Signature]

Sworn and subscribed to before me this 8 day of JANUARY, 2009, in the State of

FLORIDA, County of OSCEOLA.

[Signature] Notary Public



My Commission Expires: 7/25/2011

RETURN WITH BID

END OF SECTION00480 - NON-COLLUSION AFFIDAVIT

00480- 1



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

(850) 487-1395

SEUBERT, JASON AARON
GARNEY COMPANIES INC
4917 PARKVIEW DRIVE
ST CLOUD FL 34771

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA AC# 3816240
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CUC1224263 06/13/08 078164990

CERT UNDERGROUND & EXCAV CNTR
SEUBERT, JASON AARON
GARNEY COMPANIES INC

IS CERTIFIED under the provisions of Ch.489 FS
Expiration date: AUG 31, 2010 L08061300763

DETACH HERE

AC# 3816240

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L08061300763

DATE	BATCH NUMBER	LICENSE NBR
06/13/2008	078164990	CUC1224263

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2010

SEUBERT, JASON AARON
GARNEY COMPANIES INC
1333 VIVION ROAD
KANSAS CITY MO 64118

CHARLIE CRIST
GOVERNOR

CHUCK DRAGO
INTERIM SECRETARY

DISPLAY AS REQUIRED BY LAW



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

(850) 487-1395

SEUBERT, JASON AARON
GARNEY COMPANIES INC
4917 PARKVIEW DRIVE
ST CLOUD FL 34771

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA AC# 3816058
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CBC1255831 06/13/08 078164991

CERTIFIED BUILDING CONTRACTOR
SEUBERT, JASON AARON
GARNEY COMPANIES INC

IS CERTIFIED under the provisions of Ch.489 FS
Expiration date: AUG 31, 2010 L08061300581

DETACH HERE

AC# 3816058

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L08061300581

DATE	BATCH NUMBER	LICENSE NBR
06/13/2008	078164991	CBC1255831

The BUILDING CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2010

SEUBERT, JASON AARON
GARNEY COMPANIES INC
1333 NW VIVION ROAD
KANSAS CITY MO 64118

CHARLIE CRIST
GOVERNOR

CHUCK DRAGO
INTERIM SECRETARY

DISPLAY AS REQUIRED BY LAW

END OF EXHIBIT A

EXHIBIT B

BASIS OF COMPENSATION

As consideration for providing the Services as set forth in the Agreement, the CITY agrees to pay, and the CONTRACTOR agrees to accept payment on a time and reimbursement cost basis [or other basis] as follows [or in Exhibit B-1, which is attached and made part of this Agreement]:

**DIVISION 0 - SECTION 00300
 BID BID PROPOSAL
 BID NO. 003-09R**

Having visited and become familiar with the conditions at the project site and having carefully examined the bidding requirements, drawings and specifications, the undersigned proposes to furnish all materials, labor, equipment and incidentals to complete the entire work in accordance with the design documents, applicable codes and ordinances as follows:

BASE BID

	Bid Item and Description	Quantity Each	Unit Price	Extended Amount Bid
1	Mobilization, field measurement, shop drawings and all other Work not included in Bid Items 2 and 3 (Maximum of 8% of the Total Amount Bid)	LS	\$156,673	\$156,673
2	All Contract Work as described in the Contract Drawings and Specifications for demolition and replacement of equipment, piping, weirs and baffles in one 65 ft diameter clarifier including modifications and miscellaneous work as required, testing, startup and placement into service	4	\$236,926	\$947,703
3	All Contract Work as described in the Contract Drawings and Specifications for demolition and replacement of equipment, piping, weirs and baffles in one 80 ft diameter clarifier including modifications and miscellaneous work as required, testing, startup and placement into service	2	\$372,312	\$744,624
4	Owner's Contingency Fund for repair to existing grout topping on clarifier slabs	LS	\$180,000	\$180,000.00
5	Owner's Contingency Fund for work as directed by the Owner to address unforeseen conditions	LS	\$60,000	\$60,000.00
TOTAL AMOUNT BASE BID				\$2,089,000

DEDUCTIVE BID ALTERNATE

	Reduction in Total Amount Base Bid to Reuse Existing Center Drive Mechanisms on All Six Clarifiers as described in Technical Specification Section 11231	LS	---	\$100,000
TOTAL DEDUCTIVE AMOUNT FROM BASE BID				\$100,000

BID NUMBER: 003-09R
 BID OPEN DATE: 01/08/2009
 CITY PROJ. NO. 09M0A

00300- 2

REPLACE CLARIFIERS – NAPLES WRF
 HM Project No. 2008.060

Two-Million Eighty-Nine Thousand and ^{no}/100
(Total bid price in words)

THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND SUBMITTED WITH THE BID. THESE DOCUMENTS ARE ATTACHED TO AND MADE A CONDITION OF THIS BID:

- ___ Invitation To Bid (Front Page)
- ___ References (Page 9)
- ___ Section 00300 - Bid Proposal with Bid Schedule
- ___ Section 00301 - Statement of Bidder's Qualifications
- ___ Section 00302 - List of Subcontractors
- ___ Section 00303 – Material Manufacturers
- ___ Section 00410 – Bid Proposal Bond
- ___ Section 00420 – Corporate Resolution
- ___ Section 00470 – Drug-Free Work Place Certification
- ___ Section 00480 – Non-Collusion Affidavit
- ___ Section 00490 – Trench Safety Affidavit (Required by State Law)

Bidder agrees to submit Application for Payment on prescribed Application for Payment form and submit specified Release of Liens and Affidavit Forms for payment under this contract. Ten (10) percent shall be withheld from each payment until satisfactory completion of Punch List corrections and acceptance by Engineer and Owner and the Work is certified Substantially Complete by Engineer/Project Manager.

NOTE: Please return this bid form to the above address. **NO OTHER BID FORM WILL BE ACCEPTED.**

The service to be furnished by us is hereby declared and guaranteed to be in conformance with the project drawings and specifications.

In submitting this bid, the Bidder makes all representations required by the Invitation to Bid and Instructions to Bidders and further warrants and represents the following:

1. Bidder is aware of the general nature of Work to be performed by Owner and others at the site as it relates to this Work indicated in the contract documents.
2. Bidder has given Engineer/Project Manager/Owner notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder and the Contract Documents are sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this bid is submitted.

Upon receipt of written notice of conditional acceptance of this Bid, Bidder will execute the formal Contract attached within ten (10) calendar days and deliver Insurance as required by the Contract Documents.

BID NUMBER: 003-09R
BID OPEN DATE: 01/08/2009
CITY PROJ. NO. 09M0A

00300- 3

REPLACE CLARIFIERS – NAPLES WRF
HM Project No. 2008.060

**WWTP with Clarifiers
Sorted by Contract Amount**



Date Printed: Thursday, November 06, 2008

Project Name: PAR 942 North Secondary Complex Improvements **Contract Amount:** \$45,528,000
Project Location: Denver CO **Start Date:** 2/6/2008
Owner: Metro Wastewater Reclamation District **Completion Date:**
Engineer: Carollo Engineers **Garney Job No.** 6025
Reference: Jerry Salts **Phone:** (720) 641-4149

Description: This job is to improve nitrification and denitrification capabilities to meet more stringent nitrate regulatory discharge criteria at the existing Robert W. Hite Treatment Facility. Work entails the construction of four new Centrate and Return Activated Sludge Re-Aeration Basins (CaRRBs) and modifications to the existing influent channel which will treat centrate ammonia as part of Milestone 1. This work will be followed by modifications to 12 existing aeration basins, and 12 existing secondary clarifiers, including new return activated sludge (RAS) pump stations and installation of mixed liquor return (MLR) pumps. The facility, which operates at 100 MGD, must remain in operation and within discharge requirements at all times during construction. The project is sequenced such that the new CaRRB basins are built and started prior to making the modifications to the secondary clarifiers and aerations basins.

Project Name: Blue River Wastewater Treatment Plant - 2 Phases **Contract Amount:** \$30,050,566
Project Location: Overland Park KS **Start Date:** 6/20/2005
Owner: Johnson County Wastewater **Completion Date:** 12/1/2006
Engineer: Black & Veatch **Garney Job No.** 1060
Reference: Susan Pekarek **Phone:** (913) 207-5225

Description: In 2005 Garney was selected as the construction manager at risk for this project. The facility is being constructed on the same site as the existing plant and includes the expansion and improvements to the treatment plant to meet Johnson County Wastewater growth needs, new regulatory requirements, and facility rehabilitation needs.

For the expansion, the design maximum month and wet weather peak flow rates will be 10.5 million gallons per day (mgd) and 33 mgd, respectively. The design annual average flow of 10.5 mgd is the result of the existing aeration basin being modified and re-rated at 3.5 mgd and the addition of two 3.5 mgd trains. The design flows allow for maximum use of the existing facilities. The upgraded and the new basins will have Biological Nutrient Removal (BNR) capabilities.

Project Name: Plum Creek Wastewater Treatment Plant Expansion **Contract Amount:** \$23,694,000
Project Location: Castle Rock CO **Start Date:** 10/15/2002
Owner: Plum Creek Wastewater Authority **Completion Date:** 8/1/2005
Engineer: Rothberg, Tamburini, Winsor Engineers & Consu **Garney Job No.** 1015
Reference: N/A **Phone:** (000) 000-0000

Description: The Plum Creek Wastewater Authority (PCWA) operates a 4.9 MGD WWTP designed to meet strict effluent and reuse limits for ammonia (1.0 mg/l) and phosphorous (0.13 mg/l). The process includes mechanical screening and grit removal, integral anoxic selector basins, oxidation ditches with vertical drum mixers and fine-bubble diffused aeration, enhanced flocculating secondary clarifiers, return and waste activated sludge pumping, variable vane blowers, alum addition, ultraviolet disinfection, tertiary cloth media filtration, high-solids centrifuges and a gravity belt thickener with associated emulsion polymer equipment, aerobic digesters, centrate/filtrate storage, ionization odor control equipment, a maintenance building, and an expansion to the administration building. Unique features include the depth of ditch (23 feet), tertiary cloth media filters for reuse water, and ionized air for odor control. The design was completed so that the plant could easily be expanded to 7.5 MGD in phase II, and 11.3 MGD in the future. Construction was completed in spring of 2005. The owner is the Plum Creek Wastewater Authority, the

**WWTP with Clarifiers
Sorted by Contract Amount**



Date Printed: Thursday, November 06, 2008

Project Name: 75th Street Wastewater Treatment Plant Upgrades **Contract Amount:** \$21,482,000
Project Location: Boulder CO **Start Date:** 10/9/2006
Owner: City of Boulder, Colorado **Completion Date:**
Engineer: Brown & Caldwell **Garney Job No.** 1077
Reference: Boyd Hanzon **Phone:** (303) 239-5400

Description: As dictated by Boulder County, the City of Boulder must meet new discharge permit limits thereby requiring upgrades on its 75th Street Wastewater Treatment Plant. Garney Construction was awarded the contract to accomplish these upgrades which include a series of improvements to expand the plant's treatment capacity from 20.5 to 25 million gallons per day; and to convert the secondary treatment process from a trickling filter / solids contract process to an activated sludge process.

This will involve a retrofit to an existing pump station, three new activated sludge aeration basins, a new blower building, and a new secondary clarifier. Other project work includes demolition of select existing facilities to accommodate new construction; miscellaneous site piping, grading, landscaping work; and upgrades to the electrical and instrumentation and control systems.

Project Name: Airport Water Reclamation Facility Expansion **Contract Amount:** \$19,307,000
Project Location: Chandler AZ **Start Date:** 3/26/2002
Owner: City of Chandler, Arizona **Completion Date:** 10/15/2003
Engineer: Wilson & Company **Garney Job No.** 9006
Reference: Robert Upham, P.E. **Phone:** (480) 782-3300

Description: In Chandler Garney was selected to perform major plant modifications as well as new construction to increase the existing Airport Plant capacity to 10 MGD. The work included modifications to various unit processes throughout the water reclamation facility. Modifications included process upgrades to the influent pump station, fine screens, aeration basins, secondary clarification, flocculation basins, filters, equalization basin, UV disinfection, sludge holding, and sludge dewatering. The project also included the addition of two emergency reservoirs, two covered reservoirs, a maintenance building, perimeter landscape wall, landscape berms, and landscaping.

Robert Upham has left the City of Chandler and has gone to the City of Phoenix.

EXHIBIT C

GENERAL INSURANCE REQUIREMENTS

The Contractor shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the CITY, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the CITY.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for CITY's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the CITY, and duly licensed to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance fund.

The Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the CITY, and any subcontractor performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the Contractor.

The amount of such insurance shall be no less than \$1,000,000 annual aggregate for bodily injury and property damage combined per occurrence.

The City of Naples and their Engineer must be named as **Additional Insured** on the insurance certificate **and the following must also be stated on the certificate.** "These coverages are primary to all other coverages the City possesses for this contract only." The City of Naples shall be named as the Certificate Holder. **The Certificate Holder shall read as follows:**

**The City of Naples
735 Eighth Street South
Naples, Florida 34102**

No City Division, Department, or individual name should appear on the Certificate.
No other format will be acceptable.

Thirty (30) days cancellation notice required.

The Certificate must state the bid number and title.

When using the "Accord" form of insurance certificate, please note that under the cancellation clause, the following must be deleted: "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company"

[If other insurance or insurance requirements or any waivers, attach as Exhibit C-1 through C-__]

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned, is the _____ of **Garney Companies, Inc.** (“the CONTRACTOR”), and hereby certifies to the following:

1. The CONTRACTOR is in full compliance with all provisions of the Immigration Reform and Control Act of 1986 (“IRCA”), as well as all related immigration laws, rules, regulations pertaining to proper employee work authorization in the United States.

2. The undersigned has verified that the CONTRACTOR has obtained and maintains on file, and will continue to obtain and maintain on file, all documentation required by law, including but not limited to, Form I-9, Employment Eligibility Verification, for all persons employed by or working for the CONTRACTOR in any capacity on any project for the City of Naples (CITY). All such persons have provided evidence of identity and eligibility to work to the CONTRACTOR in accordance with the IRCA and related law. The undersigned hereby affirms that no person has been or will be employed by the CONTRACTOR to work on projects for the CITY who is not authorized to work under law. The undersigned further affirms that the CONTRACTOR’s files will be updated by written notice any time that additional employees work on projects for the CITY.

3. The CONTRACTOR will have its contractors, subcontractors, suppliers and vendors who are involved in projects for the CITY to sign a written acknowledgment that they too are in compliance with immigration law. It is understood that failure to do so could result in the CONTRACTOR being liable for any violation of the law by such third parties.

4. The CONTRACTOR will fully cooperate with and have its contractors, subcontractors, suppliers and vendors to fully cooperate with, all inquiries and investigations conducted by any governmental agency in connection with proper compliance with the laws pertaining to appropriate work authorization in the United States.

5. The undersigned, on behalf of the CONTRACTOR, acknowledges that this Certification may be relied upon by the CITY, its officers, directors, employees, and affiliates or related persons and entities.

6. If it is found that the CONTRACTOR has not complied with the laws pertaining to proper employment authorization, and any legal and administrative action ensues against the CITY, the CONTRACTOR will indemnify, defend and hold the CITY harmless along with their officers, directors, employees, and affiliated or related persons and entities.

7. The CONTRACTOR acknowledges that the CITY by their authorized representatives shall have the right, at any time, upon 24 hours notice, to examine the CONTRACTOR’s books and records to confirm that the CONTRACTOR is in compliance with the terms of this certification.

Executed this _____ day of _____, 2009.

By: _____

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2009.

The Affiant, _____, is [] personally known to me or [] has produced _____ as identification, which is current or has been issued within the past five years and bears a serial number or other identifying number.

Print Name:

NOTARY PUBLIC - STATE

OF _____

Commission Number: _____

My Commission Expires: _____

(Notary Seal)