

PORT ST. LUCIE CITY COUNCIL  
AGENDA ITEM REQUEST

COUNCIL ITEM 13A  
DATE 6/18/12

Meeting Date: June 18, 2012

Public Hearing \_\_\_ Ordinance \_\_\_ Resolution \_\_\_ Motion X

Demandstar Broadcast Date: March 14, 2012

Item: E-Bid #20120042 - Water Main Relocation - South Side of Easy Street in Indian River Estates

Recommended Action:

Approval of Award and Contract Documents with Melvin Bush Construction, Inc. for the Water Main Relocations on the South Side of Easy Street in Indian River Estates Replacement in the amount of \$55,817.00. Contract period is twenty five (25) calendar days with no option for renewal.

Exhibits: Department memo attached [ X ] yes [ ] no

Copies of the E-Bid Specifications and all Addenda, Responses from bidders, tabulation report, sign in sheets, CD of Pre Bid Meeting and all related documents.

Summary Explanation/Background Information: Three (3) proposals were received on May 17, 2012 from Contractors who hold a Master Contract with the City for Water Distribution Systems Construction. Melvin Bush Construction, Inc. provided the best value to the City with a bid of \$55,817.00 which is \$21,030.00 lower than the highest bid. The Utilities Department has reviewed the proposals and recommends City Council approve this request to award to Melvin Bush Construction, Inc. Local Preference did not apply to this bid. However, this Bidder's home office is located in Port St. Lucie. The Contract period is twenty five (25) calendar days.

Purchase is budgeted in the 438 Fund.

Expenditure: \$55,817.00

Department requests expenditure from the following:

Fund	438	Renewal & Replacement Fund
Cost Center	3316	Preventive Maintenance
Object Code	563000	Improvements O/T Building
Project	00000	n/a

Director of OMB concurs with award: MP

City Manager concurs with award: gno

Department requests \_\_\_-0-\_\_\_ minutes to make a presentation.

Submitted by: Jesus Merejo

Date Submitted: 6/18/12

Title: Utility Director

**RECEIVED**  
JUN 08 2012

City Manager's Office

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## INTEROFFICE MEMORANDUM

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TO: Cheryl Shanaberger, OMB Deputy Director  
FROM: Laney Southerly, PE – Utility Engineering Manager  
THRU: Jesus A. Merejo, Utility Director  
SUBJECT: Easy Street Water Main Relocations  
DATE: June 6, 2012

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**Background:** Easy Street is the northern boundary line of the City of Port St. Lucie Utility Systems Department (PSLUSD) Service Area east of US Highway 1. PSLUSD provides water service to customers on the south side of Easy Street and St. Lucie County provides water to customers to the north. Easy Street is a County road right-of-way.

**Project Description:** This project is to construct water main relocations for six conflict areas with proposed drainage work by St. Lucie County along the south side of Easy Street in unincorporated St. Lucie County.

**Bid Results:** A sealed bid process was performed for this project by OMB with five contractors with City master contracts for this type of work. Our department has reviewed the Bid Tabulation Report attached for the above mentioned project from the three bids received. Melvin Bush Construction, Inc. has submitted the lowest price for this project and in our opinion is the best value for the City.

**Recommendation:** Please consider this memo as a request from The Utility Systems Department for the City Council to consider the award of the contract to Melvin Bush Construction, Inc. in the amount of \$55,817.00 for a duration of 25 calendar days.

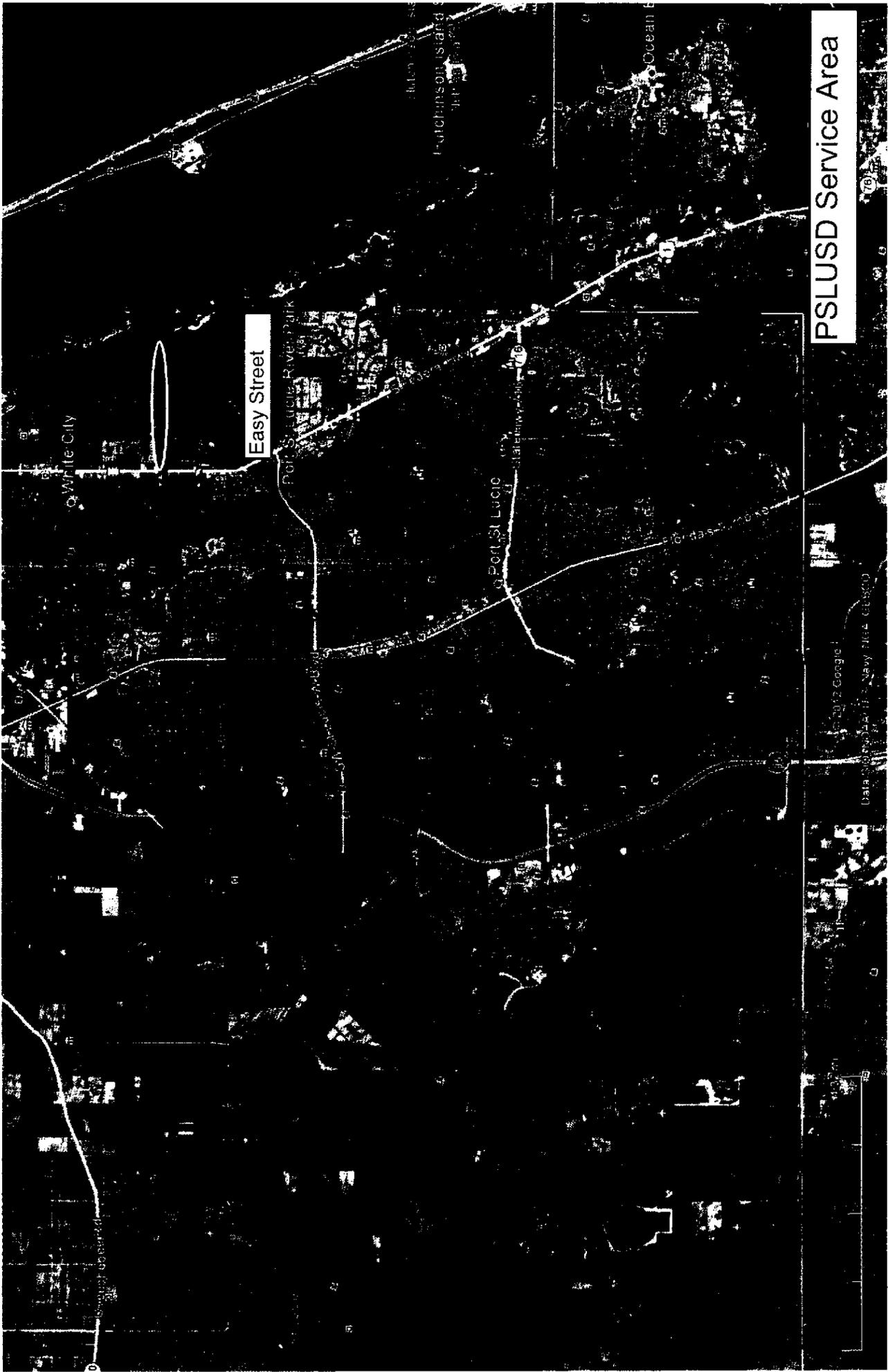
**Justification:** This contractor has a good history of similar projects with the City and the work was determined by City staff to require equipment and time that the City does not currently have at their disposal.

**Funding:** Funds are available in 438-3316-563000.

If there are any questions, please contact me at 873-6442.

c: Daniel Segui  
Jeanette Thompson  
Jeff Labigang  
File 99.0047

Attachments



PSLUSD Service Area

Easy Street

Port St Lucie River Park

White City

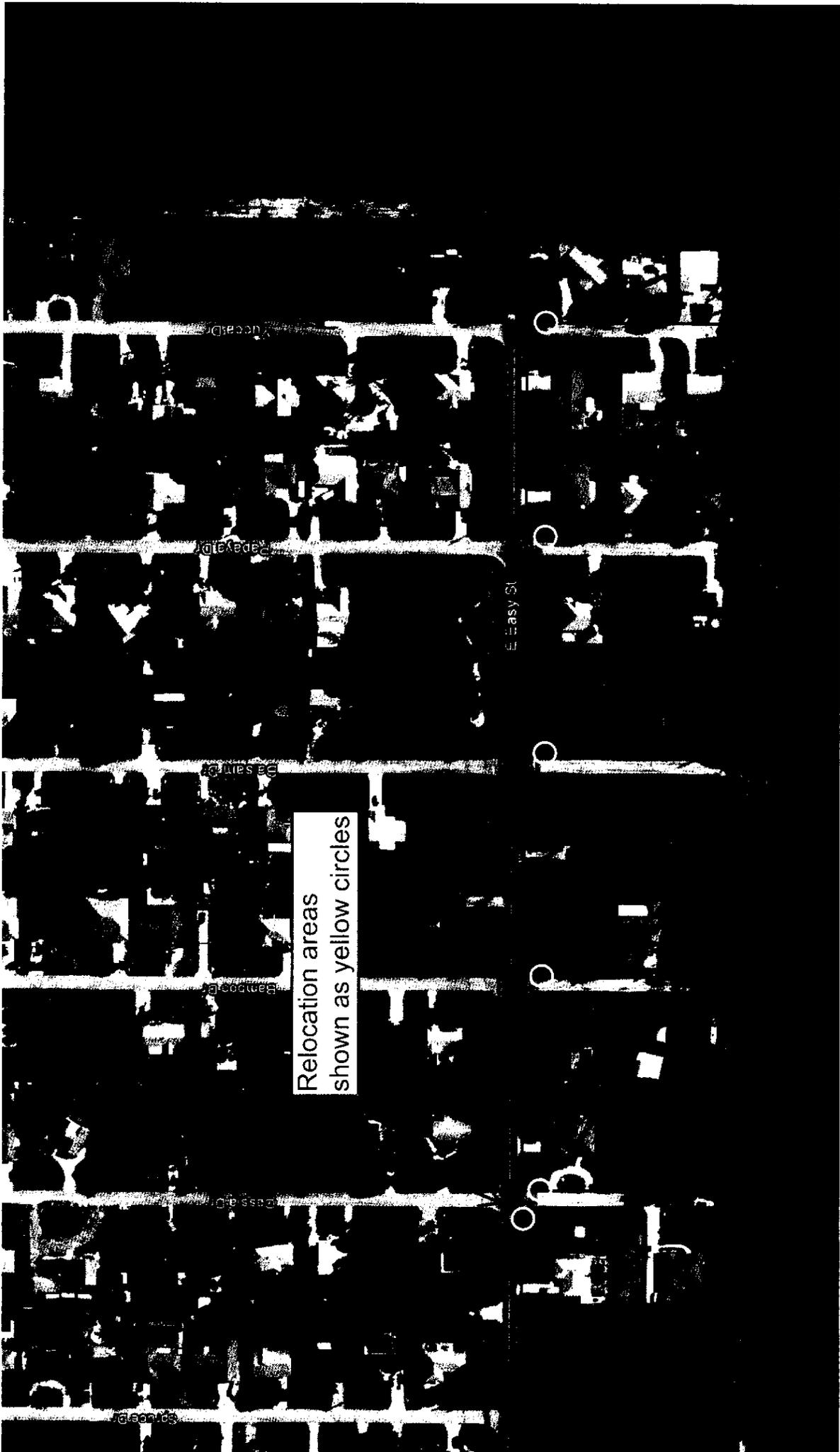
F Hutchinson Island

Ocean B

Port St Lucie

© 2012 Google  
Data Sourced From: NAVY AIRA GISCO





Relocation areas  
shown as yellow circles

**CITY OF PORT ST. LUCIE**  
**CONTRACT #20120042**

This CONTRACT, executed this \_\_\_\_ day of \_\_\_\_\_, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a Florida municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and **Melvin Bush Construction, Inc.**, 2748 SW Casella Street, Port St. Lucie, Florida 34953, Telephone (772) 336-0623 Fax number (772) 336-0488, hereinafter called "Contractor," party of the second part.

**RECITALS**

In consideration of the below agreements and covenants set forth herein, the parties agree as follows in accordance with Master Contract #20080097:

**PROJECT SUPERVISOR**

As used herein the Project Supervisor shall mean Laney Southerly, P.E., City of Port St. Lucie Utility Systems Department, may be reached at 772-873-6400.

**NOTICES**

City Project Supervisor:                   Laney Southerly, P.E.  
City of Port St. Lucie Utility Systems Department  
900 SE Ogden Lane  
Port St. Lucie, Florida 34983  
Telephone: 772-873-6400 Fax: 772-873-6405  
Email: [lsoutherly@cityofpsl.com](mailto:lsoutherly@cityofpsl.com)

City Contract Administrator:           Robyn Holder, CPPB  
City of Port St. Lucie Office of Management & Budget  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, Florida 34984  
Telephone: 772-871-5223 Fax: 772-871-7337  
Email: [rholder@cityofpsl.com](mailto:rholder@cityofpsl.com)

**SECTION I**  
**DESCRIPTION OF SERVICES TO BE PROVIDED**

The specific work which the Contractor has agreed to perform pursuant to the E-Bid Specifications, all Addenda, Attachments A - C, Appendix A - C, all PSLUSD Standards Manual 2011 Edition, PSLUSD Standard Details, Qualified Products List, and all associated permits are made a part of this Contract for the Water Main Relocations on the South Side of Easy Street, Indian River Estates in St. Lucie County, Florida entitled E-Bid #20120042.

## SECTION II TIME OF PERFORMANCE

The Contract Period start date will be \_\_\_\_\_ and will terminate twenty five (25) calendar days later for final completion on \_\_\_\_\_. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Supervisor until all work specified in the bid specifications has been rendered and completed to the full satisfaction of the City, at no additional cost to the City.

Written requests shall be submitted to the Engineer for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels he has no control. Requests for time extensions shall be submitted immediately but in no event more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the control of the Contractor.

## SECTION III COMPENSATION

The total amount to be paid by the City to the Contractor is on a per unit price basis at Fifty Five Thousand Eight Hundred Seventeen dollars and no cents (\$55,817.00) as identified on Schedule "A" attached hereto and made a part hereof to this Contract, which includes the one time ten-dollar (\$10.00) payment for indemnification as provided in Section V herein. Payments will be disbursed in the following manner:

**The Contract Sum** - Work to be paid for on the basis of per unit prices: each, lump sum, linear feet, square yards, system, etc.

**Progress Payments**- The City will make partial payment during the progress of the work as follows: Partial payments, calculated from quantities of work in place multiplied by the Contract unit prices will be made Net thirty (30) days after the receipt of the Pay Request. Retainage will be held as per Florida Statutes Section 218.735 8(a)-(b) of ten percent (10%) on each invoice submitted. The City will make payment unless the City feels there are grounds for withholding the payment of Retainage. If the City makes payment of the Retainage to the Contractor then the Contractor shall timely remit payment of such Retainage to all subcontractors and suppliers attributable to the labor, services or material supplied. All remaining retained amounts will be released to the Contractor Net thirty (30) days after final completion of work and the City's acceptance of project. Partial Release of Liens from all Contractors, subcontractors, suppliers for materials and sub-sub contractors are to be attached to each invoice. Retainage and progress payments may be negotiated if payment is made by the Visa Procurement Card.

**Acceptance and Final Payment** - Upon receipt of written notice that the work is ready for final inspection and acceptance, the City will promptly make such inspection. When City finds the work acceptable under the terms of the Contract and the Contract is fully performed, City will promptly issue a final certificate stating that the work provided for in this Contract has been completed and that the City's final acceptance of the Contractor's work under the terms and the conditions of this Contract is authorized and the entire balance due the Contractor will be paid to the Contractor Net thirty (30) calendar days after the date of said final certificate. Such final payment to the

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Contractor shall be subject to the covenants in the Contract's Standard Specifications, and any liquidated damages assessed against the Contractor.

Before issuance of final payment, the Contractor shall submit evidence that all payrolls, material bills and other indebtedness connected with the work have been satisfied and paid in full. Final Release of Liens from all contractors, subcontractors, suppliers for materials and sub-sub contractors are to be attached to the final invoice.

Invoices for services shall be submitted once a month, by the 10th day of each month, and payments shall be made net thirty (30) days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made net thirty (30) calendar days of receipt of Contractor's valid invoice, provided that the invoice is accompanied by adequate supporting documentation, including any necessary partial release of liens, and is approved by the Project Manager as required under Section XII of the Contract.

No payment for projects involving improvements to real property shall be due until Contractor delivers to City a complete release of all claims arising out of the contract or receipts in full in lieu thereof, and an affidavit on his personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

All invoices and correspondence relative to this Contract must contain the City's contract number and Purchase Order number and/or Visa Authorization number.

#### **SECTION IV CONFORMANCE WITH BID**

It is understood that the materials and/or work required under this Contract are in accordance with the e-bid made by the Contractor pursuant to the Invitation to E-Bid and Specifications on file in the Office of Management and Budget of the City. All documents submitted by the Contractor in relation to said e-bid, and all documents promulgated by the City for inviting e-bids are, by reference, made a part hereof as if set forth in full herein.

#### **SECTION V INDEMNIFICATION / INSURANCE / BONDS**

The Contractor agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract. As consideration for this indemnity provision the Contractor shall be paid the sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work.

The Contractor shall, on a primary basis and at its sole cost and expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein below. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

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The parties agree and recognize that it is not the intent of the City that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City and the City shall not be obligated to provide any insurance coverage other than for the City or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should the scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	
\$1,000,000	
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG20101185 or CG20371001 & CG20100704) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by owner or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the CITY. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause. There shall be no exclusion for Mold, Silica or Respirable Dust or Bodily Injury or Property Damage arising out of heat, smoke, fumes or ash from a hostile fire.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents, and Contract #20120042 for the Water Main Relocations - South Side of Easy Street in Indian River Estates shall be listed as additionally insured**". The policy shall be endorsed to grant the City of Port St. Lucie thirty (30) days notice of any adverse changes, cancellation or non-renewal of coverage thereunder. Said liability insurance

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must be acceptable to and approved by the City as to the form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above described limits, the Contractor shall be required, upon receipt of a thirty (30) day written notice from the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each accident covering any auto, owned, non-owned and hired automobiles. In the event the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.

It shall be the responsibility of the Contractor to ensure that all subcontractors comply with the same insurance requirements referenced above.

All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

All deductible amounts shall be paid for and be the responsibility of the Contractor and/or any subcontractor for any and all claims under this Contract.

**Payment & Performance Bonds:** The Contractor shall furnish an acceptable Performance and Payment Bond, if required, complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of 100% of the Contract price. The City will execute the Contract, it being agreed and understood that the City will not be bound unless and until it has been duly authorized by the City Council and has been executed by the City Manager. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect for a minimum of one (1) year after the work has been completed and final acceptance of the work is issued by the City.

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The Payment and Performance Bonds may be an alternate security as per FS 255.05 (7). In lieu of the bond the City will accept cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in part II of Chapter 625. The City will also accept an Irrevocable Letter of Credit backed by a Certificate of Deposit. The City will be made beneficiary of the Irrevocable Letter of Credit and it will remain in effect for the entire length of the contract.

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as herein provided.

The City, by and through its Risk Management Department, reserves the right, but not the obligation, to review and reject any insurer providing coverage.

## **SECTION VI PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS**

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any subcontractor, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

## **SECTION VII WORK CHANGES**

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. All changes will be authorized by a written change order signed by the City Manager or his designee as representing the City. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, and so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence before starting the work involved in the change.

## **SECTION VIII COMPLIANCE WITH LAWS**

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, regulations and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of this Contract. All materials furnished and works done are to comply with all local state and federal laws and regulations. Contractor will comply with the requirements of 28 C.F.R. Part 35.151.

**SECTION IX  
CLEANING UP**

The Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. Upon completion of the work, Contractor shall remove all of the Contractor's equipment and any excess materials, and put the work area in a neat, clean and sanitary condition.

**SECTION X  
ACTS OF GOD**

The Contractor shall be responsible for all preparation of the site for Acts of God, including but not limited to; earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind or other natural phenomenon of normal intensity, including extreme rainfall. No reparation shall be made to the Contractor for damages to the Work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

**SECTION XI  
NOTICE OF PERFORMANCE**

When required materials have been delivered and the required work has been performed, the Contractor shall submit a request for inspection in writing to the Project Supervisor.

**SECTION XII  
INSPECTION AND CORRECTION OF DEFECTS**

In order to determine whether the required material have been delivered or the required work was performed in accordance with the terms and conditions of the Contract Documents, the Project Supervisor shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with the terms and conditions of the Contract Documents and that the material and work is entirely satisfactory, the Project Supervisor shall approve the invoice when it is received. Thereafter, the Contractor shall be entitled to payment, as described in Section III. If the Project Supervisor is not satisfied with the inspection, he/she shall as promptly as practicable inform the parties hereto of the specific items or matters that must be addressed. The Contractor shall then be afforded an opportunity to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Supervisor. Upon failure of the Contractor to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five (5) days written notice to the Contractor, the City may, without prejudice to any other remedy he may have, correct such deficiencies. The Contractor shall be charged all costs incurred to correct deficiencies. Such examination, inspection, or tests made by the Project Supervisor, at any time, shall not relieve Contractor of his responsibility to remedy any deviation, deficiency, or defect.

**SECTION XIII  
ADDITIONAL REQUIREMENTS**

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications referenced herein, the terms of this Contract and Specifications shall apply. If there is a conflict between the Contract and Specifications, the terms and conditions contained in the Contract shall control.

The City shall be listed as an original Owner on all manufacturers' warranties, if any, for materials and services. The warranties shall include a load rating at the end of construction that meets or exceeds AASHTO and Utility Department standards and requirements.

**SECTION XIV  
LICENSING**

The Contractor warrants that they possess all licenses and certificates necessary to perform the required work and is not in violation of any laws. Contractor warrants that his/her license(s) and certificates are current and will be maintained throughout the duration of this Contract.

**SECTION XV  
SAFETY PRECAUTIONS**

Precaution shall be exercised at all times for the protection of all persons, including employees, and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

**SECTION XVI  
ASSIGNMENT**

The Contractor shall not delegate, assign or subcontract any part of the work under this Contract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title of interest therein or his obligations there under, or monies due or to become due under this Contract, without prior written consent of the City. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this Contract. Any assignment of the Contract shall in no way affect any provisions of Specifications or the Contract Documents.

**SECTION XVII  
TERMINATION, DELAYS, INCENTIVES AND LIQUIDATED DAMAGES**

A. Termination of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to continue performing the tasks required under

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the Contract. Upon such termination, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional costs and expenses incurred by the City in its completion of the work. The City may also, in the event of such termination, obtain undelivered materials, by contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional costs and expenses incurred for such delivery of materials. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time frame described in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City **two hundred fifty (\$250.00) dollars** as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the total amount due as liquidated damages for any delay.

C. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not limited to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) days of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable, in the City's sole discretion, the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

D. The City may terminate this Contract with or without cause by giving the Contractor thirty (30) days notice in writing. Upon delivery of said notice, the Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed.

**SECTION XVIII  
LAW AND VENUE**

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce the terms of this Contract shall be in St. Lucie County, Florida.

**SECTION XIX  
REIMBURSEMENT FOR INSPECTION**

The Contractor agrees to reimburse the City for any expenditures incurred by the City in the process of testing materials supplied by the Contractor against the specifications under which said materials were procured, if said materials are suspected to be defective, improperly applied, and/or not in compliance with the Contract Specifications. Expenditures as defined herein shall include, but not be limited to, the replacement value of materials destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies provided in the Contract.

**SECTION XX  
OWNER-FURNISHED PRODUCTS**

The City may pre-purchase various materials as deemed beneficial to the City on behalf of the Contractor for use on the project. The Contractor is responsible for arranging delivery to the site. The Contractor shall be responsible for ordering the materials and all appurtenances needed for the project even though purchase is through the City. The Contractor will request the material; sign for material delivered and will be responsible for the acceptance, storage, handling, security and protection from damage or theft of the material from the time of delivery. The Contractor is responsible for any and all restocking fees of material that they have ordered.

**SECTION XXI  
FIELD CHANGES**

The Project Supervisor shall have the authority to order minor changes in amounts up to \$25,000.00 or accumulated change orders totaling less than \$25,000.00, or minor extension of the Contract Time. Such changes shall be effected by written order and signed by the Office of Management & Budget, the Project Supervisor and the Contractor. The Contractor shall carry out such written orders promptly. Change orders in amounts exceeding \$25,000.00 require City Council approval.

**SECTION XXII  
APPROPRIATION APPROVAL**

The Contractor acknowledges that the City's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed.

**SECTION XXIII  
RENEWAL OPTION**

Not applicable to this Contract

**SECTION XXIV  
ENTIRE AGREEMENT**

The written terms and provisions of this Contract shall supersede and take precedence over any and all prior written or oral statements of any official or other representative of the City. Any such statements shall be of no force or effect not be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract Documents.

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Water Main Relocations - South Side of Easy Street

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE, FLORIDA

By: \_\_\_\_\_  
City Manager

ATTEST:

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Authorized Representative of **Melvin Bush Construction, Inc.**

State of: \_\_\_\_\_ County of: \_\_\_\_\_

Before me personally appeared: \_\_\_\_\_  
(please print)

Please check one:

Personally known \_\_\_\_\_

Produced Identification: \_\_\_\_\_ Identification No. \_\_\_\_\_  
(type of identification)

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that \_\_\_\_\_ executed said instrument for the purposes therein expressed.  
(he/she)

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2012

\_\_\_\_\_  
Notary Signature

Notary Public-State of \_\_\_\_\_ at Large.

My Commission Expires: \_\_\_\_\_.

(seal)

Water Main Relocations - South Side of Easy Street

SCHEDULE "A"

Item	Description	Quantity	Unit	Unit Price	Total
1	Mobilization	1	LS	\$ 2,800.00	\$ 2,800.00
2	Preconstruction Video	1	LS	\$ 550.00	\$ 550.00
3	Construction Stakeout	1	LS	\$ 880.00	\$ 880.00
4	Maintenance Of Traffic	1	LS	\$ 1,500.00	\$ 1,500.00
5	PVC Water Main Relocation - Conflict #1 & #2, Complete	1	EACH	\$23,214.00	\$ 23,214.00
6	PVC Water Main Relocation - Conflict #3, Complete	1	EACH	\$ 4,801.00	\$ 4,801.00
7	PVC Water Main Relocation - Conflict #4, Complete	1	EACH	\$ 4,445.00	\$ 4,445.00
8	PVC Water Main Relocation - Conflict #5, Complete	1	EACH	\$ 4,550.00	\$ 4,550.00
9	PVC Water Main Relocation - Conflict #6, Complete	1	EACH	\$ 4,567.00	\$ 4,567.00
10	Driveway Cut & Restoration	1	EACH	\$ 900.00	\$ 900.00
11	Roadway Cut & Restoration	1	EACH	\$ 4,200.00	\$ 4,200.00
12	Disinfection, flushing, and testing	1	LS	\$ 750.00	\$ 750.00
13	Shoulder Restoration	1	LS	\$ 1,000.00	\$ 1,000.00
14	As-Builts	1	LS	\$ 1,650.00	\$ 1,650.00
15	Indemnification Fee	1	LS	\$ 10.00	\$ 10.00
	<b>TOTAL</b>				<b>\$ 55,817.00</b>

## E-Bid Documents

- E-Bid Specifications
- Attachment A - Supplemental Specifications
- Attachment B - Drawings
- Attachment C - Permits
- E-Bid Reply Sheet
- Addendums 1, 2, 3, 4, 5, 5A, 6, 7, 7A, 7B, 7C, 8, 9, & 9A



**CITY OF PORT ST. LUCIE**

**WATER MAIN RELOCATIONS  
SOUTH SIDE OF EASY STREET  
INDIAN RIVER ESTATES**

**Sealed Electronic Bid # 20120042  
(E-Bid)**

Prepared by:  
Robyn Holder, CPPB  
City of Port St. Lucie  
Office of Management & Budget  
772-344-4293  
[rholder@cityofpsl.com](mailto:rholder@cityofpsl.com)

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• Attachment A - Supplemental Specifications, pages 1 - 16.	
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• Appendix A - PSLUSD Utility Standards Manual (see website: <a href="http://www.cityofpsl.com">www.cityofpsl.com</a> ).	
• Appendix B - PSLUSD Utility Standards Detail (see website: <a href="http://www.cityofpsl.com">www.cityofpsl.com</a> ).	
• Appendix C - PSLUSD Qualified Products List (see website: <a href="http://www.cityofpsl.com">www.cityofpsl.com</a> ).	
• E-Bid Reply Excel Spreadsheet, page 1.	

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Water Main Relocations - South Side of Easy Street

**NOTE: THIS REQUEST FOR AN E-BID IS ONLY FOR THE FOLLOWING**

**CONTRACTORS WHO HOLD MASTER CONTRACTS WITH THE CITY UNDER MASTER CONTRACT #20080097:**

- **Felix Associates, LLC**
- **Garney Construction**
- **Ric-Man International, Inc.**
- **Melvin Bush Construction, Inc.**
- **Intercounty Engineering, Inc.**

### **INVITATION TO E-BID**

Sealed E-Bid #20120042 for the Water Main Relocations - South Side of Easy Street in Indian River Estates will be received by the City of Port St. Lucie ("City"), in the Office of Management & Budget, 3rd Floor, Suite 390, Building "A" of the Municipal Complex located at 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984-5099, until **3:00:00 PM on April 13, 2012.**

### **SCOPE OF WORK:**

The project work shall include relocating four inch (4"), six inch (6") and twelve inch (12") water mains lower with vertical deflections to make room for drainage work to go over the relocated water mains. All work is on the south side of Easy Street in the Indian River Estates subdivision in St. Lucie County. The work consists of two (2) four inch (4") vertical deflections, three (3) six inch (6") vertical deflections and one (1) twelve inch (12") vertical deflection for a total of six (6) vertical deflections. The work shall include all labor, equipment, dewatering as needed, maintenance of traffic, pavement restoration and restoration of all disturbed areas with sod.

The project is in the unincorporated part of St. Lucie County, not within the City limits. All work and materials for this project, including compaction and testing shall conform with the City of Port St. Lucie, Utility Systems Department Standards-latest edition, and the City of Port St. Lucie Utility System Department Qualified Products List (QPL)-latest edition, St. Lucie County Engineering Department and City of Port St. Lucie Codes. All materials provided by the Contractor for the project shall be new. Contractor shall submit three (3) sets of shop drawings for all materials used on this project as well as a project schedule at the time of the preconstruction meeting.

All items not specifically covered in the bid reply sheet are considered to be incidental to other pay items in the contract. Also, any item not covered in the attached specifications shall be covered under the City of Port Saint Lucie Utility Systems Department Utility Standards Manual.

Contract period is thirty (30) calendar days for final completion.

Electronic replies will be the **only** method allowed for Bidders to respond to this solicitation. All submittals must be compatible with Microsoft Office 2003. E-Bidding will be done through a secure locked box. Bidders can only view/submit their E-Bid and will not have access to any other Bidder's submittals. The Bidder's E-Bid may be changed at the Bidder's discretion until the due date and time have been reached at which time the Bidder will no longer change or have access to the electronic bid submittal. The City will then open the E-Bids. Bidders who are e-bidding for the first time are strongly encouraged to contact Demandstar at (800) 771-1712 or obtain assistance by e-mailing questions to [supplierservices@onvia.com](mailto:supplierservices@onvia.com)

A Pre-Bid Conference for all Bidders will be held in the Office of Management & Budget Conference Room #390, Building A, located at 121 SW Port St. Lucie Blvd, Port St. Lucie, FL 34984, on **March 29, 2012 beginning at 2:00 pm**. At this time, the specifications and other bidding documents will be explained, and questions regarding the project will be discussed.

Each Bidder(s) must deposit with his/her bid, a bid bond, or bid guaranty, in the amount of five percent (5%) of the bid total, made payable to the City of Port St. Lucie. The Bid Bond must be scanned and uploaded onto DemandStar.com along with all other required documents, thus showing evidence that a Bid Bond was obtained. Bidders will send the **ORIGINAL** Bid Bond to the City immediately after the opening date. The original Bid Bond must be received within **three (3) business days** of the opening for the bid to be considered.

The City reserves the rights to waive irregularities, reject and/or accept any and all bids, in whole or in part, or take such other action as serves the best interests of the City. It is the Bidder's responsibility to insure that bids are uploaded in a timely manner prior to the date and time specified above. Receipt of a bid in any other manner does not satisfy this requirement.

**NOTE: THE CITY MAY NOT ACCEPT PROPOSALS FROM FIRMS, THAT HAVE HAD ADVERSARIAL RELATIONSHIPS WITH THE CITY OR FIRMS THAT HAVE REPRESENTED ENTITIES THAT HAVE HAD ADVERSARIAL RELATIONSHIPS WITH THE CITY. THIS INCLUDES THE FIRM, EMPLOYEES AND FINANCIAL OR LEGAL INTERESTS.**

E-Bid Documents required for the project include the following:

1. E-Bid Specifications – Pages 1 – 33.
2. E-Bid Reply Sheet #20120042 – Pages 12 - 15 (included in E-Bid).
3. E-Bid Reply Excel Spreadsheet – Page 1 (not included in E-Bid).
4. Attachments

Attachments that are required (not included in this document)

- Attachment A - Supplemental Specifications prepared by the Utility Systems Department, pages 1 - 16 (not included in E-Bid)
- Attachment B – Construction Plans, page 1 (not included in E-Bid).
- Attachment C - St. Lucie County Permit, page 1 (not included in E-Bid).
- Appendix A - Utility Standards Manual (see website: [www.cityofpsl.com](http://www.cityofpsl.com)).
- Appendix B - Utility Standard Details (see website: [www.cityofpsl.com](http://www.cityofpsl.com)).
- Appendix C - Qualified Products List (see website: [www.cityofpsl.com](http://www.cityofpsl.com)).

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## INSTRUCTIONS TO BIDDERS

- 1. EXAMINATION OF SITE AND CONTRACT DOCUMENTS:** Before submitting e-bids, each Bidder(s) shall visit the location of the proposed work to fully understand the existing site/surface/subsurface/above surface conditions, and examine the Contract Documents, to become familiar with all provisions affecting the work. Failure to fully understand the existing site conditions, or Contract Documents, will not relieve the contractual obligations or be cause for additional compensation.

It is the responsibility of the Bidder(s) to consider federal, state, and local laws and regulations that may affect cost, progress, performance or furnishing of the work; to study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and to promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies, which any Bidder has discovered in or between the Contract Documents and such other related documents.

- 2. SITE EXPLORATIONS:** Each Bidder may explore the site to conduct such examinations, investigations, explorations, tests, and studies, as each Bidder deems necessary for submission of an E-Bid. Failure to conduct site explorations shall not be cause for additional compensation.
- 3. QUESTIONS:** Submit all questions regarding the Contract Documents, in writing, to Robyn Holder, CPPB in the City of Port St. Lucie Office of Management & Budget, 121 SW Port St. Lucie Boulevard, Port St. Lucie, FL 34984, Phone (772) 344-4293, Fax (772) 871-7337 or email at [rholder@cityofpsl.com](mailto:rholder@cityofpsl.com). The City will not be responsible for oral clarification of questions. Questions received after **April 5, 2012** may not be answered, and will not be cause for additional compensation. Bidder(s) must clearly understand that Ms. Holder is the only individual authorized to represent the City.

Questions submitted to any other person in any department, including the Mayor, will not be addressed. Questions will be answered in the form of an addendum. The Bidder(s), in turn, shall acknowledge receipt of the addendum by statement of the Addendum number and the date of issuance in the submittal of his/her bid. The City will not be responsible for any interpretation, other than those transmitted by addendum to the bid, made or given prior to the bid award. The Bidder(s) is responsible for verifying they have received all Bid Addenda.

- 4. SUBSTITUTIONS:** The last day for written requests for consideration of substitutions is **April 5, 2012**. Written request should be sent to Robyn Holder, CPPB in the Office of Management and Budget at fax number (772) 871-7337 or email at [rholder@cityofpsl.com](mailto:rholder@cityofpsl.com). Requests shall describe the product under consideration, including all data necessary to demonstrate acceptability. If the substitution is approved, an addendum will be issued to all Bidder(s) of Record, describing such.
- 5. ADDENDA:** The City may revise or amend the Contract Documents prior to E-Bid Opening by Addenda. Any Addenda issued shall be binding as if originally written in the Contract Documents. Receipt of all Addenda must be acknowledged on the E-Bid Reply Forms. It is the responsibility of the Bidder(s) to ensure they have received all Addenda.
- 6. PREPARATION OF BIDS:** The Bidder(s) shall complete and return the submittal requirements as in item seven (7) below. The City will not be responsible for any costs incurred by any Bidder(s) in the preparation of the bid.
- 7. BID SUBMITTAL:** The Bid submittal requirements are summarized below.

- A. Request E-Bid Specifications, #20120042 from Onvia, via phone 800-711-1712 or via internet [www.cityofpsl.com](http://www.cityofpsl.com)
  - B. Download the E-Bid Reply Excel Spreadsheet and save to your hard drive, program is in Excel Office 2003 Professional. Enter unit prices on the E-Bid Reply Excel Spreadsheet and save.
  - C. Download and complete company information on E-Bid Reply Sheet #20120042, Trench Safety Statement, Drug Free Workplace Form, and Checklist.
  - E. Enter total price on E-Bid Reply Sheet #20120042. Totals shall agree with the E-Bid Reply Excel Spreadsheet that is to be uploaded at time of submittal. Discrepancies between the E-Bid Reply Excel spreadsheet, the amount listed on Demandstar web page, and the E-Bid Reply Sheet #20120042 uploaded on Demandstar will be resolved in favor of the E-Bid Excel Spreadsheet that is uploaded at time of submittal.
  - D. Sign the E-Bid Reply Sheet #20120042 where indicated.
  - G. Upload and submit the E-Bid Reply Sheet #20120042, E-Bid Reply Excel Spreadsheet, Bid Bond, Trench Safety Affidavit, Current Certificate of Insurance, W-9 form, Drug Free Workplace Form and the Checklist onto Demandstar by the due date and time.
  - H. Upload and submit a copy of your license for this type of construction work; or in compliance with Florida Statute Chapter 489, a copy of the certificate issued by the State of Florida authorizing the Bidder(s) to transact business within the state.
8. **BID SECURITY BOND:** All Bids shall include a Bid Security payable to the City of Port St. Lucie, Florida, in the amount of five percent (5%) of the total bid price. Security shall be either certified check, cashier's check, Irrevocable Letter of Credit from a solvent national or state bank, or Bid Bond issued by a Surety licensed to conduct business in the State of Florida. Surety shall have a rating of A or A+ by "Best's Rating Guide". This must be scanned and uploaded at the time of the submittal then mailed to the City immediately after the opening. Thus showing evidence that a Bid Bond was obtained. The Bid Bond (or other form of security) **MUST** be received within **three (3) business days** after the opening for their bid to be considered even if they are not the apparent low bidder.
- The accepted Bidder's security will be retained until execution of the Contract. The City will retain the remaining Bidders' security until a Contract has been executed, or until ninety (90) calendar days after the bid opening date, whichever is shorter.
9. **AVAILABILITY OF FUNDS:** The obligations of the City under this Contract are subject to the availability of funds lawfully appropriated for this project by the City of Port St. Lucie.
10. **DISQUALIFICATIONS:** The City may disqualify any Bidder(s) and reject the Bidder's proposal or proposals for any of the following reasons:
- A. The submission of more than one proposal for the same work from an individual firm, or corporation under the same or a different name.

Water Main Relocations - South Side of Easy Street

- B. Evidence that one Bidder(s) has a financial interest in the firm of another Bidder(s) for the same work.
  - C. Evidence of collusion among Bidders. The City will not recognize a participant in such collusion as a Bidder(s) for any future work of the City until the City reinstates such participant as a qualified Bidder(s).
  - D. Failure to qualify in accordance with the City of Port St. Lucie Utility Systems Department Specifications.
  - E. Uncompleted work on other projects that, in the judgment of the City, could hinder or prevent the prompt completion of the proposed work.
  - F. Failure to pay or satisfactorily settle all bills due for labor and material on other contracts in force at the time of advertisement for bids.
  - G. Default under a previous contract.
  - H. Employment of unauthorized aliens in violation of Section 27A (e) of the Immigration and Nationality Act.
  - I. Falsification on any form required by the City.
  - J. The submission of a proposal that was not issued by the City.
  - K. Failure to maintain insurance requirements throughout the life of the contract.
11. **PUBLIC OPENING OF E-BIDS:** E-Bids will be publicly read at the time and place set forth in the Invitation to E-Bid, or as modified by Addenda. The City reserves the right to extend the e-bid opening date when no responses or only one (1) response is received.
12. **PUBLIC ENTITY 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 Florida Statutes, Section 287.017, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
13. **LICENSES AND PERMITS:** The successful Bidder(s) shall secure and pay for all construction related licenses, permits, and inspection fees, except those specifically waived in the Contract Documents. Inspection fees imposed by the City of Port St. Lucie are not applicable to this project.
14. **OSHA COMPLIANCE:** Successful Bidder(s) shall agree that the application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970.
15. **NON-DISCRIMINATION:** Successful Bidder's personnel are to be treated equally during employment without regard to race, color, religion, physical handicap, sex, age, or national origin.

16. **AWARD OF CONTRACT:** For the purpose of this award, each e-bid submitted shall be evaluated on the correct products of the estimated quantities shown on the E-Bid Reply Excel Spreadsheet, multiplied by their bid unit prices for the Total Bid.

The award of the Contract, if it is awarded, will be to the Bidder(s) whose qualifications indicate the award will be to the best interest of the City, and who's Bid(s) shall comply with the requirements of the Contract Documents. In no case will the award be made until all necessary investigations have been made into the responsibility of the best value Bidders, and the City is satisfied that the Bidders are qualified to do the Work and have the necessary organization, experience, capital, and equipment to carry out the provisions of the Contract to the satisfaction of the City within the time specified.

The City may reject any bid where an investigation of the available information indicates a Bidder(s) is not the most qualified to perform the obligation of the Contract. The City may require a Bidder(s) to furnish additional statements of qualifications. Some or all of the following criteria may be used to select the bid(s) that will provide the best value to the City:

- A. Have sufficient financial resources to complete the project.
- B. Can meet quoted delivery considering all other business commitments.
- C. Has a satisfactory record of performance.
- D. Has adequate staffing to fulfill requirements.
- E. Has the necessary production, technical equipment and facilities (or ability to readily obtain them).
- F. Has necessary organization experience, operational controls, and technical skills (or ability to readily obtain them).
- G. The Bidder(s) is qualified and eligible to receive an award under applicable laws and regulations.
- H. Has bid within a competitive price range in relation to the needed goods, services or construction.
- I. The skill and experience demonstrated by the Bidder(s) in performing contracts of a similar nature.
- J. The Bidder's past performance with City.
- K. Has met all requirements of the solicitation (delivery, quality and price).
- L. Has met bounds of commonality. Absolute conformity is not required, just substantial or material compliance.
- M. Has met bid security requirements. Lack of security, where required, is a material nonconformity.
- N. Price: The element of price is but one of the criteria elements.
- O. Determine what bid provides the best value to the City.

P. City Ordinance Section 35.12 Local Preference will not apply.

The award date is the date that City Council executed the motion to award the bid(s) regardless of the date the successful Bidder(s) received the notification of award. Notification of the award may be given by e-mail, facsimile, U.S. mail system, courier, or on the web site. The start date of the Contract is defined within this Contract and may not be the same date as the award date.

Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between the E-Bid Reply Excel Spreadsheet, the E-Bid Reply Sheet #20120042 and the figure entered on the Demandstar web page will be resolved in favor of the E-Bid Reply Excel Spreadsheet.

17. **CONTRACT TIME:** The Contract Period will be thirty (30) calendar days for final completion. The successful Bidder(s) will be required to commence work under this contract within ten (10) calendar days after the date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the successful Bidder(s) agrees to provide work as authorized by the Project Supervisor until all work specified in the bid specifications has been rendered. Written requests shall be submitted to the Engineer for consideration of extension of completion time due to weather, strikes, unavailable materials, or other similar causes over which the successful Bidder(s) has no control. Requests for time extension shall be submitted immediately but in no event more than two (2) weeks after occurrence of conditions, which, in the opinion of the successful Bidder(s), warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the successful Bidder(s) control.
18. **PAYMENT TERMS:** Payment terms are defined in the Contract Form. Please note the City has implemented a Purchasing Card Program. The successful Bidder(s) can take advantage of this program and in consideration receive payment within several days instead of the City's policy of Net Thirty (30) Days After Receipt of Invoice (ARI). Any percentage off the bid price for the acceptance of Visa will be considered in the bid award. If no such percentage is given, the City shall assume zero (0%) percent discount applies.

Bidder(s) are requested to state on the Bid Reply Sheet if they will honor the VISA Purchasing Card. In the event of failure on the part of the Bidder(s) to make this statement the City shall assume the purchase or Contract price shall be governed by the Net Thirty (30) ARI. All invoices and correspondence related to the contract must contain the City's contract number and purchase order or Visa authorization number.

19. **PAYMENT & PERFORMANCE BONDS:** The Contractor shall furnish an acceptable Performance and Payment Bond, if required, complying with the statutory requirements set forth in Chapter 255.05, Florida Statutes, in the amount of one hundred (100%) percent of the Contract price. The City will execute the Contract, it is agreed and understood that the City will not be bound by the Contract unless and until it has been duly authorized by the City Council and has been executed by the City Manager. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in effect during the term of the Contract.

The Payment and Performance Bonds may be an alternate security as per FS 255.05 (7). In lieu of the bond the City will accept cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in part II of Chapter 625. The City will accept an Irrevocable Letter of Credit

backed by a Certificate of Deposit. The City will be made beneficiary of the Irrevocable Letter of Credit and it will remain in effect for the entire length of the contract.

20. **LIQUIDATED DAMAGES:** Provisions for liquidated damages are set forth in the Contract.
21. **SUBCONTRACTORS, SUPPLIERS, AND OTHERS:** The successful Bidder(s) shall provide a listing of all Subcontractors, Suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment), other than those identified in the Bid Reply, to the City within ten (10) days after the bid opening. Such list shall be accompanied by an experience statement for each such subcontractor, supplier, person or organization if requested by City. The City or Engineer who, after due investigation, has reasonable objection to any proposed subcontractor, supplier, other person or organization, may, before the Notice of Award is given, request apparent successful Bidder(s) to submit an acceptable substitute without an increase in Bid price.

If apparent successful Bidder(s) declines to make any such substitution, City may award the Contract to the next acceptable Bidder(s) that proposes to use acceptable Subcontractors, Suppliers, and other persons and organizations. Declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder(s). Any Subcontractor, Supplier, other person or organization listed and to whom City or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to City and Engineer subject to revocation of such acceptance after the Effective Date of the Contract as provided in the General Requirements.

22. **MODIFICATION AND WITHDRAWAL OF BIDS:** E-Bids may be modified or withdrawn prior to the due date and time. E-Bids are in a secure locked box that can only be accessed by the Bidder. Once the E-Bid is closed, the Bidder will no longer have access to the documents and cannot be modified or withdrawn.
23. **TIE BID STATEMENT:** In the case of identical tie E-Bids, in accordance with Section 287.078, Florida Statutes, and preference shall be given to businesses with drug-free workplace programs. Whenever two or more E-Bids, which are equal with respect to price, quality, and services received by the City for the procurement of commodities or contractual services, an E-Bid received from a business that certifies that it has implemented a drug free workplace program shall be given preference in the award process. If appropriate for the e-bid, preference shall also be given to the Bidder with the least contract completion time.
24. **PROJECT SCHEDULE:** The successful Bidder(s) shall submit to the Engineer/City a complete project schedule within seven (7) days prior to the execution of the Construction Contract. Said schedules shall be updated and resubmitted to the City on the twenty-fifth (25th) day of every month along with the successful Bidder(s) pay request. Pay Requests submitted without a revised Project Schedule will not be forwarded to the City for payment. The project schedule must be approved by the Engineer/City prior to Contract execution, and shall include, at a minimum, a detailed breakdown of the standard construction operations for the improvements. The submitted and approved schedule shall not change unless approved in writing by the Engineer. In the event a modification is approved to the schedule and additional inspections will be required, the additional cost shall be paid by the successful Bidder(s) to the City. The timing of payment shall be monthly. The successful Bidder(s) shall submit an update to the project schedule for the project on a monthly basis concurrent with the monthly draw request.
25. **PERMITS:** It is the responsibility of the successful Bidder(s) to procure the permits required from the appropriate jurisdictional agencies to construct the project contained within this E-Bid Document. Certain aspects of construction may not be allowed to occur until after these permits have been obtained. All permits, licenses and certificates of inspection issued in connection with the work shall be delivered to the

Water Main Relocations - South Side of Easy Street

Engineer or City with successful Bidder(s) application for final payment. All permit fees shall be included in the Contract amount and paid by the successful Bidder(s).

26. **INSURANCE REQUIREMENTS:** Bidder(s) are required to submit a copy of their current insurance certificates with the E-Bid Reply Sheet #20120042. Insurance requirements are defined in the Contract Form.
27. **W-9 TAXPAYER IDENTIFICATION FORM:** The successful Bidder(s) will be required to file a W-9 Taxpayer Identification Form with the City. This form must be submitted and received by the City's Finance Department before payment can be authorized.

*Balance of page left intentionally blank*

**E-Bid Reply Sheet #20120042**

**Water Main Relocations - South Side of Easy Street in Indian River Estates**

1. **COMPANY NAME:** \_\_\_\_\_

DIVISION OF: \_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER: ( ) \_\_\_\_\_ FAX NO. ( ) \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

2. **ORGANIZATIONAL PROFILE:** (complete all appropriate information)

Is the firm incorporated? Yes--No If yes, in what state? \_\_\_\_\_

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Treasurer

How long in present business: \_\_\_\_\_ How long at present location: \_\_\_\_\_

Is firm a minority business: Yes--No; Does firm have a drug-free workplace program: Yes--No  
If no, is your company planning to implement such a program? \_\_\_\_\_

3. **ADDENDUM ACKNOWLEDGMENT** - Bidder acknowledges that the following addenda have been received and are included in its proposal/bid:

Addendum Number	Date Issued

4. **VENDOR'S LIST** – If your company offers commodities other than the one specified for this bid, and you wish to be put on the vendor's list, please contact Onvia.com at (800) 711-1712. Bid Tabulation Reports are advertised on the City's Web Site at www.Cityofpsl.com.

**5. BID RESPONSE:**

5.1 Bidder will / will not accept the Purchasing Card (Visa).  
(please circle one)

5.2 Percentage of discount when payment is made with Visa: \_\_\_\_\_ %

5.3 Bid Reply Sheet Total from Schedule "A": \$ \_\_\_\_\_.

5.4 Bidder may offer to the City a project completion date of less than thirty (30) calendar days. All offers less than thirty (30) calendar days may be a consideration for award. Offers for more than thirty (30) calendar days may be cause for the bid to be deemed non-responsive.

\_\_\_\_\_ Calendar days

Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item offered shall be shown, and such price shall include all labor, materials, equipment and warranties unless otherwise specified. A total shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will be presumed correct.

**6. LIST OF SUBCONTRACTORS:**

\_\_\_\_\_  
\_\_\_\_\_

(Add lines if necessary)

**7. INSURANCE CERTIFICATES LICENSE** - Bidders are required, in accordance with Section 5, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain. Bidders are required to submit all licenses and certifications required to perform this project.

**8. COMPLETION OF FORM** - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals and bid guarantees for a period not to exceed ninety (90 days) after the date of the bid opening stated in the Invitation to Bid before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the bid.

**9. CONTRACT** - Bidder agrees to comply with all requirements stated in the specifications for this bid.

**10. CERTIFICATION**

This bid is submitted by: Name (print) \_\_\_\_\_ who is an officer of the above firm duly authorized to sign bids and enter into Contracts. I certify that this bid is made without prior understanding, Contract, or connection with any corporation, firm, or person submitting a bid for the same

Water Main Relocations - South Side of Easy Street

materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid.

\_\_\_\_\_  
Signature Date

**11. Bidder has read and accepts the terms and conditions of the City's standard Contract:**

\_\_\_\_\_  
Signature Title

If a corporation renders this Bid, the corporate seal attested by the secretary shall be affixed below. Any agent signing this Bid shall attach to this form evidence of legal authority.

*Balance of page left intentionally blank*

**Reference Use Only- Use E-Bid Reply Excel Spreadsheet To Bid**

<b>Line Item #</b>	<b>Item Description</b>	<b>Unit Quantity</b>	
1	Mobilization	1.00	LS
2	Preconstruction Video	1.00	LS
3	Construction Stakeout	1.00	LS
4	Maintenance of Traffic	1.00	LS
5	4" PVC Water Main Vertical Deflection, Complete	2.00	EA
6	6" PVC Water Main Vertical Deflection, Complete	3.00	EA
7	12" PVC Water Main Vertical Deflection, Complete	1.00	EA
8	Roadway Cut & Restoration	4.00	EA
9	Disinfection, flushing, testing & pigging	1.00	LS
10	Shoulder Restoration	1.00	LS
11	As-Builts	1.00	LS
12	Indemnification Fee	1.00	LS

NOTES:

1. Contractor shall furnish and install bid items 1 through 12 for a complete and operational system in accordance with the Contract Documents.
2. The City reserves the right to award the bid items listed above in their entirety or partially. In the event that a partial list is awarded the City reserves the right to adjust the total bid amount by deducting out those items not included in the award.

*Balance of page left intentionally blank*

**FORMS**

**TRENCH SAFETY ACT COMPLIANCE STATEMENT**

Project Name: Water Main Relocations - South Side of Easy Street in Indian River Estates

Project Location: Port St. Lucie, Florida

Project Number 20120042

Project Location: South Side of Easy Street area in Indian River Estates, St. Lucie County, Florida

**Instructions:**

Chapter 90-96 of the Laws of Florida requires all Contractors' engaged by The City of Port St. Lucie, Florida to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective Contractor's are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

**Certification**

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

_____ Dollars (Written)	_____ (Figures)
----------------------------	--------------------

3. The amount listed above has been included within the Base Bid.

Certified: \_\_\_\_\_  
(Company-Contractor)

By: \_\_\_\_\_  
(President's Signature)  
(President's Typed or Printed Name)

Sworn to and subscribed before me in \_\_\_\_\_ County, Florida on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

**FORMS**

**DRUG FREE WORKPLACE FORM**

The undersigned Contractor in accordance with Florida Statutes, Section 287.087 hereby certifies that  
\_\_\_\_\_ 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, 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 proposed 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 or of any controlled substance law of the United States or any states, for a violation occurring in the workplace no later than five 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 this section.

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

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date

**FORMS**

**CITY OF PORT ST. LUCIE**  
**CONTRACT #20120042**

This CONTRACT, executed this \_\_\_\_ day of \_\_\_\_\_, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a Florida municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and *name of the Contractor, address, telephone no. ( ) \_\_\_\_\_ fax no. ( ) \_\_\_\_\_*, hereinafter called "Contractor," party of the second part.

**RECITALS**

In consideration of the below agreements and covenants set forth herein, the parties agree as follows in accordance with Master Contract #20080097:

**PROJECT SUPERVISOR**

As used herein the Project Supervisor shall mean Laney Southerly, P.E., City of Port St. Lucie Utility Systems Department, may be reached at 772-873-6400.

**NOTICES**

City Project Supervisor: Laney Southerly, P.E.  
City of Port St. Lucie Utility Systems Department  
900 SE Ogden Lane  
Port St. Lucie, Florida 34983  
Telephone: 772-873-6400 Fax: 772-873-6405  
Email: [lsoutherly@cityofpsl.com](mailto:lsoutherly@cityofpsl.com)

City Contract Administrator: Robyn Holder, CPPB  
City of Port St. Lucie Office of Management & Budget  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, Florida 34984  
Telephone: 772-871-5223 Fax: 772-871-7337  
Email: [rholder@cityofpsl.com](mailto:rholder@cityofpsl.com)

**SECTION I**  
**DESCRIPTION OF SERVICES TO BE PROVIDED**

The specific work which the Contractor has agreed to perform pursuant to the E-Bid Specifications, all Addenda, Attachments A - C, Appendix A - C, all PSLUSD Standards Manual 2011 Edition, PSLUSD Standard Details, Qualified Products List, and all associated permits are made a part of this Contract for the Water Main Relocations on the South Side of Easy Street, Indian River Estates in St. Lucie County, Florida entitled E-Bid #20120042.

**SECTION II**  
**TIME OF PERFORMANCE**

The Contract Period start date will be \_\_\_\_\_ and will terminate thirty (30) calendar days later for final completion on \_\_\_\_\_. The Contractor will be required to commence work under this Contract

Water Main Relocations - South Side of Easy Street

within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Supervisor until all work specified in the bid specifications has been rendered and completed to the full satisfaction of the City.

Written requests shall be submitted to the Engineer for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels he has no control. Requests for time extensions shall be submitted immediately but in no event more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

### **SECTION III COMPENSATION**

The total amount to be paid by the City to the Contractor is on a per unit price basis at \$ \_\_\_\_\_ as identified on Schedule A attached hereto and made a part hereof to this Contract, which includes the one time ten-dollar (\$10.00) payment for indemnification as provided in Section V herein. Payments will be disbursed in the following manner:

**The Contract Sum** - Work to be paid for on the basis of per unit prices: each, lump sum, linear feet, square yards, system, etc.

**Progress Payments**- The City will make partial payment during the progress of the work as follows: Partial payments, calculated from quantities of work in place multiplied by the Contract unit prices will be made Net thirty (30) days after the receipt of the Pay Request. Retainage will be held as per Florida Statutes Section 218.735 8(a)-(b) of ten percent (10%) on each invoice submitted. The City will make payment unless the City feels there are grounds for withholding the payment of Retainage. If the City makes payment of the Retainage to the Contractor then the Contractor shall timely remit payment of such Retainage to all subcontractors and suppliers attributable to the labor, services or material supplied. All remaining retained amounts will be released to the Contractor Net thirty (30) days after final completion of work and the City's acceptance of project. Partial Release of Liens from all Contractors, subcontractors, suppliers for materials and sub-sub contractors are to be attached to each invoice. Retainage and progress payments may be negotiated if payment is made by the Visa Procurement Card.

**Acceptance and Final Payment** - Upon receipt of written notice that the work is ready for final inspection and acceptance, the City will promptly make such inspection. When City finds the work acceptable under the terms of the Contract and the Contract is fully performed, City will promptly issue a final certificate stating that the work provided for in this Contract has been completed and that the City's final acceptance of the Contractor's work under the terms and the conditions of this Contract is authorized and the entire balance due the Contractor will be paid to the Contractor Net thirty (30) calendar days after the date of said final certificate. Such final payment to the Contractor shall be subject to the covenants in the Contract's Standard Specifications, and any liquidated damages assessed against the Contractor.

Before issuance of final payment, the Contractor shall submit evidence that all payrolls, material bills and other indebtedness connected with the work have been satisfied and paid in full. Final Release of Liens from all contractors, subcontractors, suppliers for materials and sub-sub contractors are to be attached to the final invoice.

Invoices for services shall be submitted once a month, by the 10th day of each month, and payments shall be made net thirty (30) days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made net thirty (30) calendar days of receipt of Contractor's valid invoice, provided that the invoice is accompanied by adequate supporting documentation,

Water Main Relocations - South Side of Easy Street

including any necessary partial release of liens, and is approved by the Project Manager as required under Section XII of the Contract.

No payment for projects involving improvements to real property shall be due until Contractor delivers to City a complete release of all claims arising out of the contract or receipts in full in lieu thereof, and an affidavit on his personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

All invoices and correspondence relative to this Contract must contain the City's contract number and Purchase Order number and/or Visa Authorization number.

#### **SECTION IV CONFORMANCE WITH BID**

It is understood that the materials and/or work required under this Contract are in accordance with the e-bid made by the Contractor pursuant to the Invitation to E-Bid and Specifications on file in the Office of Management and Budget of the City. All documents submitted by the Contractor in relation to said e-bid, and all documents promulgated by the City for inviting e-bids are, by reference, made a part hereof as if set forth in full herein.

#### **SECTION V INDEMNIFICATION / INSURANCE / BONDS**

The Contractor agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract. As consideration for this indemnity provision the Contractor shall be paid the sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work.

The Contractor shall, on a primary basis and at its sole cost and expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein below. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should the scope of work performed by Contractor qualify

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its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG20101185 or CG20371001 & CG20100704) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by owner or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the CITY. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause. There shall be no exclusion for Mold, Silica or Respirable Dust or Bodily Injury or Property Damage arising out of heat, smoke, fumes or ash from a hostile fire.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents, and Contract #20120042 for the Water Main Relocations - South Side of Easy Street in Indian River Estates shall be listed as additionally insured**". The policy shall be endorsed to grant the City of Port St. Lucie thirty (30) days notice of any adverse changes, cancellation or non-renewal of coverage thereunder. Said liability insurance must be acceptable to and approved by the City as to the form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above described limits, the Contractor shall be required, upon receipt of a thirty (30) day written notice from the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.

It shall be the responsibility of the Contractor to ensure that all subcontractors comply with the same insurance requirements referenced above.

All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

All deductible amounts shall be paid for and be the responsibility of the Contractor and/or any subcontractor for any and all claims under this Contract.

**Payment & Performance Bonds:** The Contractor shall furnish an acceptable Performance and Payment Bond, if required, complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of 100% of the Contract price. The City will execute the Contract, it being agreed and understood that the City will not be bound unless and until it has been duly authorized by the City Council and has been executed by the City Manager. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect for a minimum of one (1) year after the work has been completed and final acceptance of the work is issued by the City.

The Payment and Performance Bonds may be an alternate security as per FS 255.05 (7). In lieu of the bond the City will accept cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in part II of Chapter 625. The City will also accept an Irrevocable Letter of Credit backed by a Certificate of Deposit. The City will be made beneficiary of the Irrevocable Letter of Credit and it will remain in effect for the entire length of the contract.

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as herein provided.

The City, by and through its Risk Management Department, reserves the right, but not the obligation, to review and reject any insurer providing coverage.

**SECTION VI  
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS**

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any subcontractor, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

**SECTION VII  
WORK CHANGES**

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. All changes will be authorized by a written change order signed by the City Manager or his designee as representing the City. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, and so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence before starting the work involved in the change.

**SECTION VIII  
COMPLIANCE WITH LAWS**

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of this Contract. All materials furnished and works done are to comply with all local state and federal laws and regulations. Contractor will comply with the requirements of 28 C.F.R. Part 35.151.

**SECTION IX  
CLEANING UP**

The Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. Upon completion of the work, Contractor shall remove all of the Contractor's equipment and any excess materials, and put the work area in a neat, clean and sanitary condition.

**SECTION X  
ACTS OF GOD**

The Contractor shall be responsible for all preparation of the site for Acts of God, including but not limited to; earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind or other natural phenomenon of normal intensity, including extreme rainfall. No reparation shall be made to the Contractor for damages to the Work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

**SECTION XI  
NOTICE OF PERFORMANCE**

When required materials have been delivered and the required work has been performed, the Contractor shall submit a request for inspection in writing to the Project Supervisor.

**SECTION XII  
INSPECTION AND CORRECTION OF DEFECTS**

In order to determine whether the required material have been delivered or the required work was performed in accordance with the terms and conditions of the Contract Documents, the Project Supervisor shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with the terms and conditions of the Contract Documents and that the material and work is entirely satisfactory, the Project Supervisor shall approve the invoice when it is received. Thereafter, the Contractor shall be entitled to payment, as described in Section III. If the Project Supervisor is not satisfied with what is revealed by the inspection, he/she shall as promptly as practicable inform the parties hereto of the specific items or matters that must be addressed. The Contractor shall then be afforded an opportunity if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Supervisor. Upon failure of the Contractor to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five (5) days written notice to the Contractor, the City may, without prejudice to any other remedy he may have, correct such deficiencies. The Contractor shall be charged all costs incurred to correct deficiencies. Such examination, inspection, or tests made by the Project Supervisor, at any time, shall not relieve Contractor of his responsibility to remedy any deviation, deficiency, or defect.

**SECTION XIII  
ADDITIONAL REQUIREMENTS**

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications referenced herein, the terms of this Contract and Specifications shall apply. If there is a conflict between the Contract and Specifications, the terms and conditions contained in the Contract shall control.

The City shall be listed as an original Owner on all manufacturers' warranties, if any, for materials and services. The warranties shall include a load rating at the end of construction that meets or exceeds AASHTO and Department standards and requirements.

**SECTION XIV  
LICENSING**

The Contractor warrants that they possess all licenses and certificates necessary to perform the required work and is not in violation of any laws. Contractor warrants that his/her license(s) and certificates are current and will be maintained throughout the duration of this Contract.

**SECTION XV  
SAFETY PRECAUTIONS**

Precaution shall be exercised at all times for the protection of all persons, including employees, and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

**SECTION XVI  
ASSIGNMENT**

The Contractor shall not delegate, assign or subcontract any part of the work under this Contract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title of interest therein or his obligations there under, or monies due or to become due under this Contract, without prior written consent of the

City. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this Contract. Any assignment of the Contract shall in no way affect any provisions of Specifications or the Contract Documents.

## SECTION XVII TERMINATION, DELAYS, INCENTIVES AND LIQUIDATED DAMAGES

A. Termination of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to continue performing the tasks required under the Contract. Upon such termination, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional costs and expenses incurred by the City in its completion of the work. The City may also, in the event of such termination, obtain undelivered materials, by contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional costs and expenses incurred for such delivery of materials. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time frame described in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City **two hundred fifty (\$250.00) dollars** as fixed, agreed and liquidated damages for each calendar day of delay until the work remains uncompleted. The Contractor and his sureties shall be jointly and severally liable to the City for the total amount due as liquidated damages for any delay.

C. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not limited to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) days of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable, in the City's sole discretion, the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

D. The City may terminate this Contract with or without cause by giving the Contractor thirty (30) days notice in writing. Upon delivery of said notice and upon expiration of the thirty (30) day period, the Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this

Water Main Relocations - South Side of Easy Street

paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed.

**SECTION XVIII  
LAW AND VENUE**

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce the terms of this Contract shall be in St. Lucie County, Florida.

**SECTION XIX  
REIMBURSEMENT FOR INSPECTION**

The Contractor agrees to reimburse the City for any expenditures incurred by the City in the process of testing materials supplied by the Contractor against the specifications under which said materials were procured, if said materials are suspected to be defective, improperly applied, and/or not in compliance with the Contract Specifications. Expenditures as defined herein shall include, but not be limited to, the replacement value of materials destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies provided in the Contract.

**SECTION XX  
OWNER-FURNISHED PRODUCTS**

The City may pre-purchase various materials as deemed beneficial to the City on behalf of the Contractor for use on the project. The Contractor is responsible for arranging delivery to the site. The Contractor shall be responsible for ordering the materials and all appurtenances needed for the project even though purchase is through the City. The Contractor will request the material; sign for material delivered and will be responsible for the acceptance, storage, handling, security and protection from damage or theft of the material from the time of delivery. The Contractor is responsible for any and all restocking fees of material that they have ordered.

**SECTION XXI  
FIELD CHANGES**

The Project Supervisor shall have the authority to order minor changes in amounts up to \$25,000.00 or accumulated change orders totaling less than \$25,000.00, or minor extension of the Contract Time. Such changes shall be effected by written order and signed by the Office of Management & Budget, the Project Supervisor and the Contractor. The Contractor shall carry out such written orders promptly. Change orders in amounts exceeding \$25,000.00 require City Council approval.

**SECTION XXII  
APPROPRIATION APPROVAL**

The Contractor acknowledges that the City of Port St. Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed.

**SECTION XXIII  
RENEWAL OPTION**

Not applicable to this Contract

**SECTION XXIV  
ENTIRE AGREEMENT**

The written terms and provisions of this Contract shall supersede and take precedence over any and all prior written or oral statements of any official or other representative of the City. Any such statements shall be of no force or effect not be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract Documents.

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Water Main Relocations - South Side of Easy Street

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE, FLORIDA

By: \_\_\_\_\_  
City Manager

ATTEST:

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Authorized Representative of (name of successful bidder)

State of: \_\_\_\_\_ County of: \_\_\_\_\_

Before me personally appeared: \_\_\_\_\_  
(please print)

Please check one:

Personally known \_\_\_\_\_

Produced Identification: \_\_\_\_\_ Identification No. \_\_\_\_\_  
(type of identification)

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that \_\_\_\_\_ executed said instrument for the purposes therein expressed.  
(he/she)

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2012

\_\_\_\_\_  
Notary Signature

Notary Public-State of \_\_\_\_\_ at Large.

My Commission Expires: \_\_\_\_\_.

(seal)

**SEALED E-BID #20120042**

**Water Main Relocations - South Side of Easy Street in Indian River Estates**

Name of Bidder: \_\_\_\_\_

This checklist is provided to assist bidders in the preparation of their e-bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their e-bid response fully compliant. This checklist is only a guideline -- it is the responsibility of each Bidder to read and comply with the Invitation to E-Bid in its entirety.

- \_\_\_\_\_ Drug-Free Workplace Form uploaded to Demandstar
- \_\_\_\_\_ Trench Safety Act Form uploaded to Demandstar
- \_\_\_\_\_ 5% Bid Bond (or other form of security) uploaded to Demandstar (the original **MUST** be received within 3 business days after the opening)
- \_\_\_\_\_ E-Bid Reply Sheet #20120042 uploaded to Demandstar
- \_\_\_\_\_ E-Bid Reply Excel Spreadsheet uploaded to Demandstar
- \_\_\_\_\_ All pricing has been mathematically reviewed and all corrections have been initialed.
- \_\_\_\_\_ All price totals have been thoroughly checked.
- \_\_\_\_\_ Each E-Bid Addendum (when issued) is acknowledged.
- \_\_\_\_\_ Copy of Insurance Certificate in accordance with Section V of the Contract Form uploaded to Demandstar
- \_\_\_\_\_ Copy of License uploaded to Demandstar
- \_\_\_\_\_ W-9 Form uploaded to Demandstar
- \_\_\_\_\_ Reviewed the Contract and accept all City Terms and Conditions

**\*THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET\***

Water Main Relocations - South Side of Easy Street

**ATTACHMENT A**

Supplemental Specification  
for

**City of Port St. Lucie**  
**Water Main Relocations - South Side of Easy Street in Indian River Estates**

(16 Pages follow as a separate attachment)

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**ATTACHMENT B**

Construction Plans  
for

**City of Port St. Lucie**  
**Water Main Relocations - South Side of Easy Street in Indian River Estates**

(1 Pages follow as a separate attachment)

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Water Main Relocations - South Side of Easy Street

**ATTACHMENT C**

St. Lucie County Permit  
for

**City of Port St. Lucie**  
**Water Main Relocations - South Side of Easy Street in Indian River Estates**

(1 Pages follow as a separate attachment)

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**APPENDIX A - C**

Appendix A - Utility Standards Manual

Appendix B - Utility Standard Details

Appendix C - Qualified Products List

ALL CAN BE FOUND ON THE WEBSITE:

[HTTP://WWW.CITYOFPSL.COM/UTILITY/COMMERCIAL-DEVELOPMENT/UTILITY-CD-DESIGN-REVIEW.HTML](http://WWW.CITYOFPSL.COM/UTILITY/COMMERCIAL-DEVELOPMENT/UTILITY-CD-DESIGN-REVIEW.HTML)

**CITY OF PORT ST. LUCIE  
E-BID #20120042  
ATTACHMENT A**

**Water Main Relocations – South Side of Easy Street**

**Supplemental Specifications**

**GOVERNING SPECIFICATIONS:**

1. The State of Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Latest Edition. Referenced as FDOT Specifications.
2. The State of Florida Department of Transportation Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, Latest Edition. Referenced as FDOT Index(es).
3. Utility Standards Manual of The City of Port St. Lucie Utility Systems Department, dated 2011. Referenced as PSLUSD Standards.
4. St. Lucie County Engineering Department Specifications. Referenced as SLC. Specifically the following:
  - a. SLC Pavement Reconstruction Detail.
  - b. SLC Technical Specifications Section 02800 Shoulder Restoration.

The following information is to be used in addition to the specifications previously referenced.

**GENERAL INFORMATION:**

Many bid items have changed. Several bid items are paid as Lump Sum items or Each on the project rather than separating out many costs for these items in the price of the pipe. If any item is not listed separately, it is intended to be included in the price of the pay items on the revised bid reply sheet.

**PAY ITEM DESCRIPTIONS:**

**Mobilization:**

The bid price for this item shall include, but not be limited to the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel,

equipment, supplies, and incidentals to the project site and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, and sanitary and other facilities. Include the costs of bonds and any required insurance and any other preconstruction expense necessary for the start of the work, excluding the cost of construction materials.

At the pre-construction meeting, the Contractor shall submit a tentative work schedule as well as a list of subcontractors and emergency contact people and phone numbers. This bid item shall also include the cost for storage of the material for the duration of the project and the cost of security for the materials at all times.

The basis of payment for **Mobilization** shall be paid as LUMP SUM in accordance with the following schedule:

For contracts of 120 contract days duration or less, partial payment will be made at 50% of the bid price per month for the first two months. For contracts in excess of 120 contract days duration, partial payment will be made at 25% of the bid price per month for the first four months.

**Pre-Construction Video:**

The bid price for this item shall include, but not be limited to, all labor, materials, execution, and delivery prior to construction commencement of the pre-construction video DVD, and any other incidentals necessary to perform the task. Included in this item but not limited to, are the recording and the maintaining of that recording throughout the duration of the job and shall include all accessories involved in recording, narrating and maintaining of the video.

The basis of payment for the **Pre-Construction Video** shall be paid as a LUMP SUM for the entire project.

**Construction Stakeout:**

The bid price for this item shall include, but not be limited to, the furnishing of all labor, materials, tools and equipment necessary to perform all construction layout, control, and reference staking for satisfactory completion of the project. The Contractor shall be responsible for the accuracy of his work and shall maintain all reference point stakes, etc., throughout the life of the contract. Damaged or destroyed points, bench marks or stakes, or any reference points made inaccessible by the progress of the construction shall be replaced or transferred by the Contractor.

The basis of payment for **Construction Stakeout** shall be paid as a LUMP SUM for the entire project.

**Maintenance of Traffic:**

The bid price for this item shall include, but not be limited to, the requirements of FDOT Specifications, Section 102 Maintenance of Traffic. The maintenance of traffic for this project shall be in accordance with the applicable FDOT index numbers (600 Series). It shall include, but not be limited to all traffic control devices, warning devices, temporary reflective markers, temporary pavement markings, dust control and all items necessary to protect the public and workmen from hazards within the project limits.

At the Pre-Construction Meeting the Contractor shall submit the detailed plan, as approved by St. Lucie County (SLC) Engineering Dept., of how the existing traffic will be maintained through the work site during the construction period along with the traffic control to be utilized. The following items shall apply:

- The Contractor shall coordinate any type of traffic restrictions with the SLC permit requirements.
- The Contractor shall notify The SLC Engineering Department and the City of Port St. Lucie Utility Systems Department (PSLUSD) of any road restrictions at least seven calendar days prior to actual implementation.
- The Contractor shall provide access to driveways at all times.

The basis of payment for **Maintenance of Traffic** shall be paid as a LUMP SUM item for the entire project.

**PVC Water Main Vertical Deflections**

The bid price for this item shall include, but not limited to the installation of the C900 DR-18 PVC water main, mechanical restraints and ductile iron fittings in accordance with PSLUSD Standards as well as all labor, materials, equipment, and any other incidentals necessary to perform the task specified herein and on the contract drawings. Included in this item but not limited to is the excavation for the pipe trench, legal disposal of all excess materials, bracing, sheeting, dewatering, furnishing and installation of the pipe, locator wire, backfilling of the pipe trenches, maintaining uninterrupted flow of existing utilities, providing access to all driveways at all times, cleaning the site of the work location and protection of utilities, structures, trees, shrubs, and lawns, and all other work required for the complete installation of the water main. Existing abandoned water mains, if excavated are to be plugged, capped or filled with grout as part of this pay item. These are anticipated at each side road off Easy Street.

Backfill material used should consist of clean sand or fragmented lime-rock, free of organics and other deleterious materials, and containing not more than twelve (12%) percent passing the No. 200 sieve. Any excess unsuitable material shall be removed from the site and disposed of at the Contractor's expense. If additional offsite backfill material is required, it shall be provided by the Contractor and included in this price. Density testing to meet COUNTY and CITY requirements is to be included in this pay item at no extra cost.

The basis of payment for **PVC Water Main Vertical Deflections** shall be paid as EACH vertical deflection, complete. Each nominal pipe size (4", 6" and 12") has a pay item.

### **Ductile Iron Fittings and Restraints**

The bid price for this item shall include, but not be limited to the necessary materials, equipment, and labor required to providing and attaching or installing the ductile iron water fittings, locator wire, fitting restraints and pipe joint restraints. Water Fittings shall be ductile iron, cement-lined, compact body, conforming to PSLUSD Specifications. Restraints shall conform to the requirements of the PSLUSD Specifications.

Payment for **DI Fittings and Restraints** shall be paid as part of PVC Water Main Vertical Deflections and **will not be a separate pay item.**

### **Roadway Cut & Restoration**

The COUNTY allows open cut of the paved roadway only upon written approval. Please review the COUNTY permit conditions. The bid price for this item shall include, but not limited to, the requirements of the SLC pavement reconstruction detail and Sections 285 Shell Base, 300 Prime and Tack Coats for Base Courses, Class I Concrete of the FDOT Standards. The required manpower, equipment, material, and any other items necessary to perform this task shall also be include in this pay item. The Contractor shall provide temporary striping as required, approved by the Engineer, until such time that the permanent striping is placed. The Contractor shall perform the replacement with similar materials in accordance with St. Lucie County Standards and the project plan.

The basis of payment for **Roadway Cut & Restoration** shall be paid as EACH for the work effort.

### **Water Main Testing, Disinfection and Flushing**

The Contractor shall include bid pricing to meet the requirements of the PSLUSD Specifications for hydrostatic pressure testing, flushing and disinfection all new

water mains. Disinfection will be by swabbing all material with disinfection solution prior to construction. No bacteriological testing is to be provided by the contractor. Pressure testing will be by visual inspection (2 hour minimum) by CITY staff. The bid price for this item shall include, but not be limited to the labor, equipment and materials.

Payment shall be made on a LUMP SUM basis for the entire project.

### **Abandon Existing Water Main (Greater Than 2") - Grout & Cap**

The Contractor is required to grout, plug or cap ONLY abandoned water mains excavated as part of the project work. There is an abandoned water main at each cross street on Easy Street coming from the north side.

There is **no separate payment** for **Abandon Existing Water Main** as all work shall be paid as part of Water Main Vertical Deflections.

### **Shoulder Restoration**

The bid price for this item shall include, but not be limited to the requirements of Shoulder Rework of the Standard Specifications, Section 02800 of the SLC Technical Specifications (copy attached), as well as all labor, equipment, materials, and any other items necessary to perform the task. The removal and replacement of all signs, mailboxes as well as the maintenance of private and public landscaping including sod within the right-of-way shall be covered under this bid item. Also included in this item is any fertilizer and water needed. All disturbed areas shall be restored with sod matching the adjacent yard and covered with a good stand of grass upon acceptance of the project by PSLUSD. The Contractor will be responsible for repairing all washed-out and eroded areas and watering and mowing of the sod until such time as the project is accepted by PSLUSD.

The basis of payment for **Shoulder Restoration** shall be paid as LUMP SUM item for the entire project.

### **As-Built Drawings**

The bid price for this item shall include, but not be limited to, all labor, materials, equipment, and any other incidentals necessary to perform the task specified herein. The Contractor is required to retain the service of a Professional Surveyor and Mapper licensed in the State of Florida to prepare the As-Built Drawings or Surveys in accordance with the City of PSLUSD Specifications. The PSLUSD requires that all As-Built information be referenced to NAVD 1988

Water Main Relocations - South Side of Easy Street

vertical datum and must be completed and approved prior to the Contractors final inspection.

Payment for As-Built Drawings shall be on a LUMP SUM basis.

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**SECTION 02800  
RESTORATION OF SURFACE IMPROVEMENTS**

**PART 1 - GENERAL**

**1.1 SECTION DESCRIPTION**

- A. This section includes materials and installation standards and contractor responsibilities associated with the furnishing of all labor, materials, equipment and incidentals required to restore, complete, all existing surface improvements that have been affected by construction in accordance to these specifications. It shall be further understood the specific items depicted in Paragraph B, Section 1.1 are considered an integral part of restoration and all items shall be governed by time limits designated within the Contract Documents.
- B. The work includes, but is not limited to:
1. Driveways
  2. Lawn Areas
  3. Trees and plants
  4. Roadways
  5. Irrigation Systems
  6. Roadway swales, swale liners, and ditches
  7. Drainage culverts and headwalls.
  8. Mail boxes
  9. Signage
  10. Pavement Striping
  11. Traffic Signalization Systems
  12. Hydro-seed
- C. Whenever reference is made to FDOT Specifications, it shall imply performance in accordance with "Florida Department of Transportation's Standard Specifications for Road and Bridge Construction", latest edition and Supplemental Edition as amended.

**1.2 TEMPORARY RESTORATION**

- A. The Contractor shall be aware and make provisions as necessary to provide temporary resurfacing if required by the governmental agency having jurisdiction for roadways, drives and/or sidewalks. If required, the Contractor will provide temporary resurfacing after final backfill over the open cut, for a period specified by the agency, prior to final roadway replacement. The Contractor shall provide temporary restoration within 48 hours of notification by the Engineer.

**1.3 QUALITY ASSURANCE**

- A. The work in this section shall conform to the St. Lucie County requirements and Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, hereafter called the FDOT Standard Specifications.

#### 1.4 COMPLAINTS

- A. The Engineer of Record shall record all complaints received from property owners that claim they were affected by the construction activities of the Contractor.
- B. The Contractor shall immediately, after notification, verbally or written, correct vehicular or pedestrian safety issues or other potentially hazardous situations as they occur.
- C. Complaints regarding sod, driveways, sprinkler systems, or other matters, damage shall be corrected within 5 days of notification.
- D. Mailboxes shall be corrected the same day of damage, so as to allow for delivery of mail. The Contractor is directed to conduct work activities so as to cause as minimal as possible interruption delivery of mail while working on any particular street.
- E. Information in the complaint document, as a minimum, will be the name of the property owner (or person making complaint), date, address, telephone number, complaint number, general description of complaint, and the required action for the Contractor.
- F. The Contractor is required, upon satisfaction of the complaint, to return to the Engineer a copy of the complaint form with the stated action taken, and if possible, the property owner's signature. Confirmation that the complaint has been addressed is required within 48 hours ah satisfaction. Should the Engineer of Record not concur with the actions taken by the Contractor, or should additional action be required, the Contractor shall be notified immediately, and Contractor shall re-address until resolution.
- G. The Contractor is required to assign a complaint representative who shall monitor and shall cause a resolution of the complaint. The Contractor's representative shall work in unison with the Engineer's representative.

Complaints that are not satisfied within 15days are subject to the following:

1. Owner will correct and deduct their cost actual from the next submitted monthly Pay Request.
2. Withhold appropriate funds from the monthly submitted Pay Request until the complaint is resolved.

3. Be issued a stop work order until satisfaction of complaints is made.

#### 1.5 CONTRACTOR REQUIREMENT

- A. The owner considers this water and sewer project to be resident and restoration sensitive. The criteria established for the sequential construction work effort is specifically designed to minimize the disruption to the residential neighborhoods and insure that restoration efforts are performed in a timely manner. The contractor shall base his work schedule and construction activities on the following criteria:
  1. The installation of the sewer main shall proceed the installation of the water main on any particular street, where water and sewer are to be installed. The intent of this requirement is specifically for any street to be completed with the utility installation prior to the disruption of the next street. The installation of the water main shall follow the installation of the sewer main prior to restoration efforts for the sewer main. Utility installation for purposes of this project is defined as excavation of water or sewer main, backfill and compaction including final ground dressing to allow for placement of sod material.
  2. The distance between any sequential utility construction shall not exceed 2,500 linear feet. In areas where only the sewer main will be installed, restoration shall not be greater than 2500 LF behind the installation of same. Sequential construction is considered to be preparation for mainline placement (driveway and roadway bores/removal), mainline construction, and restoration efforts.
  3. The driveway bore/push efforts shall not precede the pipe laying operation by more than 15 days in any one area. Primary jack and bore operations are excluded from this criteria.
  4. The contractor shall achieve Substantial Completion of all work efforts within a Service Area prior to commencing construction efforts within the subsequent Service Area, unless identified and approved by the Owner, as outlined in the Contractor's Project Schedule.

### **PART 2 - PRODUCTS**

#### 2.1 SOD

- A. The sod used for restoration shall match the existing in the area where the sod was removed for Utility installation.
- B. Sod shall be as specified within Section 981, FDOT Specifications.

## 2.2 TREES AND SHRUBS

- A. Existing trees and shrubs that are damaged by construction shall be replaced by trees and shrubs of equal type, quality, and size. All new trees and shrubs shall be sound, healthy, vigorous and free from defects, decay, disfiguring, bark abrasions, plant diseases, insect pests, their eggs or larvae. New trees and shrubs shall be approved by the Engineer of Record before placing.
- B. Trees and shrubs shall be as specified within Section 580, FDOT Specification.

## 2.3 HYDRO-SEEDING AND FERTILIZING

- A. Seeding and fertilizing materials shall be as specified within Section 981, FDOT Specifications and fertilizing materials per Section 983.

## 2.4 WATER

- A. Water used in the grassing operations may be obtained from any approved spring, pond, lake, stream or municipal water system. The water shall be free of excess and harmful chemicals, acids, alkalis, or any substance which might be harmful to plant growth or obnoxious to traffic. Salt water shall not be used.

## 2.5 DRIVEWAYS

- A. Driveways shall be replaced with material of the same type and composition as the material removed. Contractor shall match existing finish as much as possible.
- B. Contractor shall replace all driveways in kind, in accordance with the Construction Drawings, these Specifications, or the St. Lucie County driveway standards, whichever are the most stringent.

Concrete: Driveways shall be a minimum of 4" thick for residential, a minimum 6" thick for commercial, Class I, 3,000 psi concrete with 10 x 10 gauge wire mesh and sub-grade shall be 6" and, or other approved material, compacted to 98% of ASHTO T99 maximum density. Fiber mesh is allowed in lieu of 10 x 10 wire mesh.

Asphalt: Driveways shall be 1" Type S-I Asphaltic Concrete over 6" compacted 1imerocWshellrock base.

- C. Rock/Shell: Driveways shall be same type of materials as existing, compacted to 98% of maximum density per AASHTO T-99. Rock/Shell depth shall be six inches, compacted depth.

- F. Driveways shall be 1 inch above the street elevation, with a footer. Driveway edges shall be parallel with street.

## 2.6 ASPHALTIC CONCRETE & PORTLAND CEMENT CONCRETE PAVEMENT.

- A. The standard technical specifications for pavement meet specifications as set forth in Sections 300 through 370 of the Florida Department of Transportation's Standard Specifications of Road and Bridge Construction, latest edition. Materials for these items shall meet the requirements in Sections 901, 902, 916, and 917, 921, 922, 923, 924, and 925 of the same specifications.

Special care shall be taken to prevent damage to pavement edges. When damaged, a 24 inch minimum area shall be saw cut and repaired prior to payment for the associated pipe line.

## 2.7 BASE COURSES (SUBBASE)

- A. Technical specifications shall conform to Section 200 through 286 Florida Department of Transportation's Standard Specifications for Road and Bridge Construction.

## 2.8 INLETS, MANHOLES & JUNCTION BOXES

- A. All inlets, manholes & junction boxes required to be removed and replaced or modified for utility construction shall conform to Section 425, Florida Department of Transportation's Standard Specifications for Road and Bridge Construction, latest edition.
- B. Where roadways will be overlaid, all manholes, inlets, and valve box tops shall be raised to correspond with the finished grade. Raising of the structures shall be done in accordance to the City of Port St. Lucie and Utility Standards.

## 2.9 PIPE CULVERTS & STORM SEWERS

- A. All pipe culverts and storm sewers required to be removed and replaced or modified for utility construction shall conform to Section 430, Florida Department of Transportation's Standard Specifications for Road and Bridge Construction, latest edition. Culverts damaged by the Contractor shall be repaired or replaced, based on Engineer's direction, in accordance with time lines as established within the Contract Documents. Flow is to be maintained at all times

## 2.10 PORTLAND CEMENT CONCRETE

- A. The standard technical specifications for Portland Cement Concrete shall meet the specifications as set forth in Section 345 of the Florida

Department of Transportation's Standard Specifications for Road and Bridge Construction.

- B. Materials for Portland Cement Concrete shall meet the requirements in Sections 901, 902, 92 1,923, and 924 of the same specifications.

#### 2.11 CONCRETE CURB & GUTTER

- A. All curb and gutter required to be removed and replaced or modified for utility construction shall conform to Section 520 of the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction, or as specified in the project plans and details.

#### 2.12 CONCRETE SIDEWALK

- A. All sidewalk required to be removed and replaced or modified for utility construction shall conform to Section 522 of the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction, or as specified in the project plans and details.

#### 2.13 IRRIGATION SYSTEMS

- A. All existing irrigation systems that are affected by utility construction shall be immediately repaired, replaced, etc., to a condition equal to or better than the condition prior to construction.

#### 2.14 PAVEMENT STRIPING

- A. All pavements that are required to be restriped due to overlay, construction, etc., shall be striped in accordance with FDOT Specifications. Further, all striping shall be replaced with thermoplastic.

#### 2.15 TRAFFIC SIGNALIZATION SYSTEMS

- A. All pavement areas that are required to be remove/replaced as a result of proposed construction and have existing traffic signalization systems in place shall be repair/reconstructed with same traffic signalization system repaired and/or reconstructed to a condition equal to that prior to construction.
- B. All signs removed during construction shall be replaced the same day. No streets to be without proper signage overnight.

#### 2.16 ROADWAY SWALES, SWALE LINERS, AND DITCHES

- A. Swales and Ditches shall be repaired by placement of sod or hydro-seed within all disturbed areas of the swale or ditch, or other type

repair work specifically required. Where hydro- seeding is permitted, a 1 foot wide strip of sod will be required adjacent to the edge of pavement, to reduce erosion, or as directed by Engineer. All residential and commercial lots shall receive sod, including 80 feet each side of the property line.

- B. Where existing plastic swale liners are damaged or affected by construction, liners shall be repaired, reconstructed or replaced to the same condition or better prior to construction, including the percent of slope. Existing liner material may be utilized for reconstruction if in a suitable condition. All other materials shall be in accordance to Port St. Lucie "Plastic Swale Liner Detail", attached to this section.

### **PART 3 - EXECUTION**

#### 3.1 GENERAL

- A. The Contractor shall be responsible for the removal, reconstruction, and/or replacement of all street and other miscellaneous signs, mailboxes, etc., necessary for the required construction. Each item will be replaced to its original condition, or better, and to the original location by the Contractor. The Contractor will not receive any direct payment for this removal or replacement. All costs associated with the removal and replacement should be included within other pay items of the Bid.
- B. The Contractor is to remove and replace all existing roadways, driveways, sidewalks and curb/gutter sections as necessary or to the limits indicated with the construction drawings and Construction Standards for construction of other utility mains. All replacements shall consist of the same type of material as removed and constructed to the same condition or better than that removed. Regulatory traffic signs **must** be replaced prior to opening the area to traffic.

#### 3.2 LANDSCAPING, SOD, HYDRO-SEED, AND FERTILIZER RESTORATION

- A. All hydro-seeding, sodding, and landscaping preparation, placement, maintenance, etc. shall conform to Sections 570, 575, and 580 of the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction, or as specified in the project plans, details, and specifications. In addition to the aforementioned, all sod used on Project site shall have no more than 10% foreign vegetation for the particular area requiring the placement.
- B. Regarding the warranty, the Contractor must provide (a) one (1) year

warranty from date of final acceptance including coverage of plants from death or unhealthy conditions, and (b) replacement plants shall be of same size and species as specified, planted in the next growing season, with a new warranty commencing on date of replacement.

- C. Any lawn area affected by the required work shall be restored to a condition equal or better than the conditions existing before the commencement of work. Sod is required in all disturbed areas that have existing, maintained grass. Where sod shall be replaced, a true straight line shall be "cut in" to allow for the new sod to "butt-in" for uniform transition. All other disturbed areas shall be hydro-seeded. Conventional seed and mulch is not allowed. Sod shall be placed below the edge of pavement to 1 inch to allow drainage run-off the pavement.
- D. Maintenance
  - 1. Contractor shall, at his expense, maintain the planted areas in a satisfactory condition until final acceptance of the project. Such maintenance shall include watering, filling, leveling, replacing, and repairing of any washed or eroded areas as may be necessary.
  - 2. Contractor may request an Early Release for sodded and hydro-seeded areas. Contractor must obtain written approval for Early Release from Engineer of Record to be binding, and request same in writing to the Engineer, or Project Construction Manager.

### 3.3 DRIVEWAYS

- A. Driveways shall be replaced in accordance to the Construction Standards and these specifications. Shall the local government have requirements more stringent than these shown, then local requirements shall be followed.
- B. Driveways shall be replaced within three (3) days after removal. During the three (3) day period, the Contractor shall place bearing material sufficient to access by the resident or commercial establishment.

### 3.4 PAVEMENT REPLACEMENT

- A. Asphalt pavement shall be removed by saw cutting on a straight line with edges as vertical as possible. Concrete pavement or asphalt surfaced concrete shall be removed by cutting with a concrete saw in as straight a line and vertically as possible.

- B. Prior to replacing concrete or asphalt pavement, a subbase and base course corresponding to the required materials and thicknesses specified on the Construction Drawings shall be installed.
- C. Non-asphalt pavement replacement shall be replaced of like material and thickness in accordance to the Construction Drawings. Asphalt or built-up asphalt pavement replacement shall be replaced with like material or concrete as directed by the Engineer. Where asphalt or built-up asphalt pavement is replaced by concrete, the concrete shall have a minimum of 6-inches in thickness and be reinforced with 6 by 6 No. 10 gage welded wire fabric or as specified within the construction drawings. Where the pavement replacement is of like material, it shall be replaced in thickness equal to or better than that existing at the time of removal.
- D. Road cuts shall be repaired with a temporary coquina patch the same day as cut and maintained for a period of no more than ten (10) days prior to placing the final pavement replacement. The road section shall be maintained daily so as to ensure no depressions are present, and shall be maintained flush with adjacent road section.

### 3.5 CURB REMOVAL AND REPLACEMENT

- A. Curb removal and replacement required in the construction of this work shall be done by the Contractor. Reasonable care shall be exercised in removing the curb, saw cutting curb is required to obtain a vertical roughened surface without spalling fractures, and the Contractor shall either stockpile or dispose of this material in an approved suitable fashion. Curb shall be replaced of like material and design in a manner and condition equal to or better than that existing at the time of removal. It shall be the Contractor's responsibility to verify existing curb/gutter grades and place the new curb/gutter to these same grades.

### 3.6 CONCRETE SIDEWALK

- A. Concrete sidewalk shall be removed by saw cutting on a straight line with edges as vertical as possible. The new sidewalk segments shall match the existing sidewalk as to width, thickness, and elevation, and have a medium broom finish.
- B. Expansion joints between the sidewalk and the curb or driveway, or at fixed objects and sidewalk intersections, shall be 1/2-inch joints formed with a preformed joint filler.

### 3.7 ROADSIDE SWALES AND DITCHES

- A. During a construction activity, the Contractor will not impede or

interfere with the City's drainage system. All swales and ditches will be restored to their original grade and condition that was existing, prior to beginning of construction.

- B. Contractor shall be responsible for implementing siltation control by use of silt barriers or hay bales during construction.
- C. Major outfall areas will receive silt screens prior to construction.

### 3.8 COMPLAINT MONITORING

- A. Contractor shall adhere to the requirements as specified in 1.4 of this section.

**END OF SECTION**



**RECEIVED**  
FEB 29 2012  
ST. LUCIE COUNTY ROAD & BRIDGE

APPENDIX P-1  
RIGHT-OF-WAY PERMIT FORM  
REVISED STANDARD COUNTY SPECIFICATIONS

E-Bid #20120042  
Attachment C

RECEIVED  
PROPERTY ACQUISITIONS

ST. LUCIE COUNTY ENGINEERING DIVISION  
2300 VIRGINIA AVENUE, 2<sup>ND</sup> FLOOR, FT. PIERCE, FL 34982 (462-1707)

The following information shall be provided by the applicant (type or print):

Name of Applicant CITY OF PSL UTILITY SYSTEMS Phone No. (772) 873-6400

Mailing Address 900 SE OGDEN LANE, PORT ST. LUCIE, FL, 34983

Name of Applicant responsible for Utility after installation CPSL UTILITY SYSTEMS Phone No. (772) 873-6400  
Ultimate owner does not take possession until acceptance of work.

Name of Contractor TBD Phone No. TBD  
Contractor's License Number TBD Contractor's Field Contact Name TBD  
Contractor is responsible for all conditions of this permit until ultimate owner takes possession of utility.

Permittee representative responsible for notifying St. Lucie County 24 hours prior to work LANEY C. SOUTHERLY  
Phone No. (772) 873-6400. As the Applicant, we request permission to construct, operate and maintain EASY STREET WATER MAIN ADJUSTMENTS

(utility) installation (s) (hereinafter to as "Installation") on road drainage, or combination drainage/utility, rights-of-way or easements deeded to or maintained by St. Lucie County, or dedicated to the public in the unincorporated areas of St. Lucie County, (hereinafter referred to as "County rights-of-way" known as INTERSECTIONS OF EASY ST. AND YUCCA DR., EASY ST. AND PAPYA DR., EASY ST. AND BALSAM DR., EASY ST. AND BAMBOO DR., EASY ST. AND CASSIA DR. The proposed adjustment are shown on the attached sketch(s) on 8 1/2" x 14" or smaller paper, which reflects its located and character and details the aspects of same that will disturb County maintained improvements (hereinafter referred to as "Improvements").  
We shall commence actual construction of the permitted installation within 30 - 60 days of permit issuance and complete same within 90 - 180 days thereof. Special conditions involved with this installation are as follows:

ALL RIGHT-OF-WAY WILL BE SODDED UNLESS NOTED OTHERWISE Our proceedings with installation of work covered by this permit indicted our agreement to comply with the "Conditions of Right-of-Way Permit" and other provisions stipulated herein by the County.

Applicant JESUS A. MEREJO Title: DIRECTOR  
By: [Signature] for Date: 2-23-12

THE FOLLOWING TO BE COMPLETED BY THE COUNTY: Improvements are planned or in process on afore stated rights-of-way yes no Proposed installation is in accordance with Revised Standard County Specifications yes no

Reviewed by [Signature] for Date: 2-29-12  
for Road & Bridge Manager

The afore stated installation construction is hereby permitted under the following provisions:

BOARD OF COUNTY COMMISSIONERS, ST. LUCIE COUNTY, FLORIDA by  
County Engineer - Enforcing Official  
By [Signature] Date: 3-5-12  
See reverse side for "Conditions of Right-of-Way Permit." Permit No. 012-016

RECEIVED  
FEB 28 2012  
ENGINEERING

RECEIVED  
FEB 23 2012  
ENGINEERING

Revised 4/4/03

Page 1 of 3

2/28/12  
Easy Street is an 80' County owned, maintained R/W  
All cross roads mentioned are 60' R/W owned and maintained by the County JH

[Signature]  
AS

**E-Bid #20120042**  
**E-Bid Reply Excel Spreadsheet**  
**Water Main Relocations - South Side of Easy Street**

Company Name: \_\_\_\_\_

		Quantity	Unit	Unit Price	Total
1	Mobilization	1	LS		\$ -
2	Preconstruction Video	1	LS		\$ -
3	Construction Stakeout	1	LS		\$ -
4	Maintenance Of Traffic	1	LS		\$ -
5	PVC Water Main Relocation - Conflict #1 & #2, Complete	1	EACH		\$ -
6	PVC Water Main Relocation - Conflict #3, Complete	1	EACH		\$ -
7	PVC Water Main Relocation - Conflict #4, Complete	1	EACH		\$ -
8	PVC Water Main Relocation - Conflict #5, Complete	1	EACH		\$ -
9	PVC Water Main Relocation - Conflict #6, Complete	1	EACH		\$ -
10	Driveway Cut & Restoration	1	EACH		\$ -
11	Roadway Cut & Restoration	1	EACH		\$ -
12	Disinfection, flushing and testing	1	LS		\$ -
13	Shoulder Restoration	1	LS		\$ -
14	As-Builts	1	LS		\$ -
15	Indemnification Fee	1	LS	\$ 10.00	\$ 10.00
	<b>TOTAL</b>				\$ 10.00

**Addendum #1**  
**E-Bid #20120042**  
**Water Main Relocations - South Side of Easy Street**  
**March 15, 2012**

Corrections:

1. Page 3 under Scope of Work:

Contract period is thirty (30) calendar days for final completion.

**Replace with the following:**

Contract period is estimated at thirty (30) calendar days for final completion.

2. Page 9 under **CONTRACT TIME**:

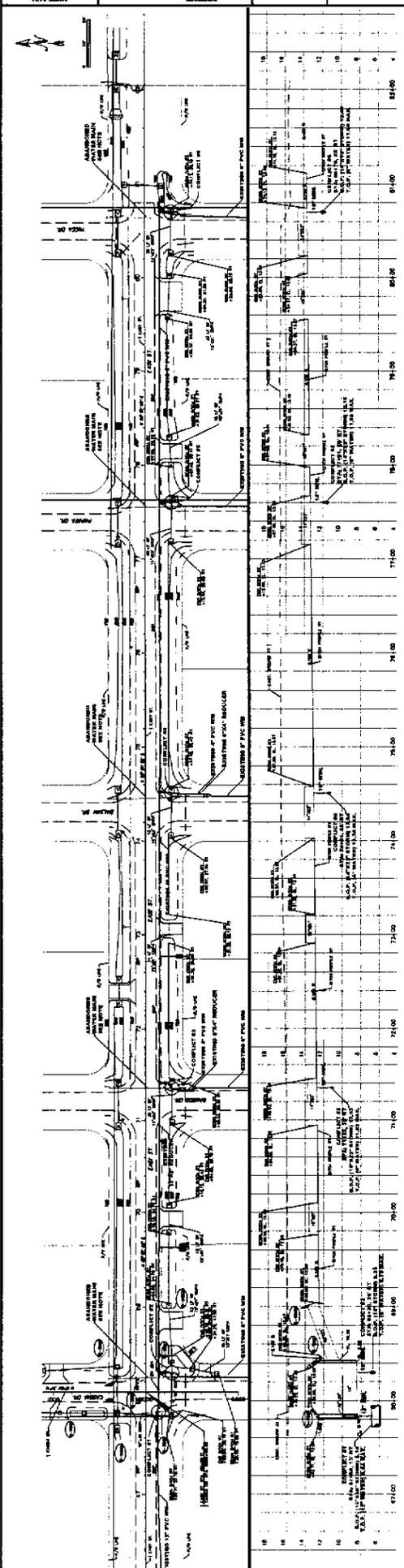
**CONTRACT TIME:** The Contract period will be thirty (30) calendar days for final completion.

**Replace with the following:**

**CONTRACT TIME:** The Contract period is estimated at thirty (30) calendar days for final completion.

Instructions to Bidder:

Each bidder **MUST** acknowledge receipt of any addenda on the Bid Reply Sheet #20120042 in order to have his/her bid or proposal to be accepted.



**1. General Notes**

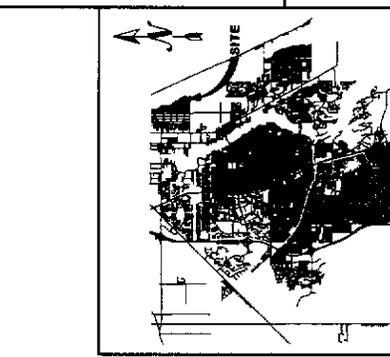
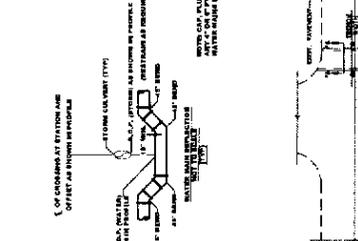
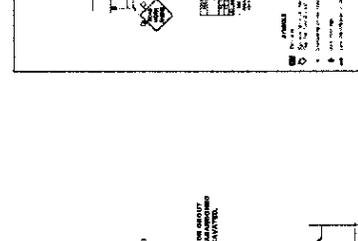
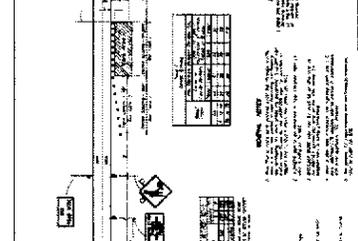
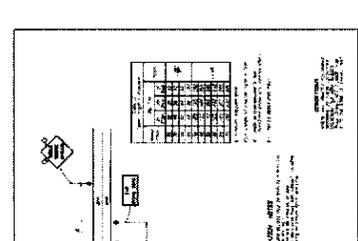
- All dimensions and notes are in feet and inches unless otherwise specified.
- The Contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate agencies.
- Utility lines shown on this plan are based on records and field surveys. The Contractor shall verify the location and depth of all utility lines before construction.
- Water main lines shall be installed in a trench with a minimum depth of 48 inches below the finished ground surface.
- Sanitary sewer lines shall be installed in a trench with a minimum depth of 36 inches below the finished ground surface.
- Gas lines shall be installed in a trench with a minimum depth of 30 inches below the finished ground surface.
- Fire hydrants shall be installed in accordance with the Florida Fire Prevention Code.
- The Contractor shall be responsible for protecting all existing utility lines and structures.
- Construction shall be completed within the specified time frame.
- The Contractor shall be responsible for restoring the site to its original condition.
- All materials and workmanship shall conform to the specifications and standards of the City of Port St. Lucie.
- The Contractor shall be responsible for obtaining all necessary insurance and bonding.
- The Contractor shall be responsible for maintaining access to all adjacent properties.
- The Contractor shall be responsible for maintaining traffic flow during construction.
- The Contractor shall be responsible for maintaining safety during construction.
- The Contractor shall be responsible for maintaining cleanliness during construction.
- The Contractor shall be responsible for maintaining safety during construction.
- The Contractor shall be responsible for maintaining cleanliness during construction.

**2. Materials and Construction**

- Water main lines shall be installed in a trench with a minimum depth of 48 inches below the finished ground surface.
- Sanitary sewer lines shall be installed in a trench with a minimum depth of 36 inches below the finished ground surface.
- Gas lines shall be installed in a trench with a minimum depth of 30 inches below the finished ground surface.
- Fire hydrants shall be installed in accordance with the Florida Fire Prevention Code.
- The Contractor shall be responsible for protecting all existing utility lines and structures.
- Construction shall be completed within the specified time frame.
- The Contractor shall be responsible for restoring the site to its original condition.
- All materials and workmanship shall conform to the specifications and standards of the City of Port St. Lucie.
- The Contractor shall be responsible for obtaining all necessary insurance and bonding.
- The Contractor shall be responsible for maintaining access to all adjacent properties.
- The Contractor shall be responsible for maintaining traffic flow during construction.
- The Contractor shall be responsible for maintaining safety during construction.
- The Contractor shall be responsible for maintaining cleanliness during construction.
- The Contractor shall be responsible for maintaining safety during construction.
- The Contractor shall be responsible for maintaining cleanliness during construction.

**3. Easements and Right-of-Way**

- The Contractor shall be responsible for obtaining all necessary easements and right-of-way permits.
- The Contractor shall be responsible for maintaining access to all adjacent properties.
- The Contractor shall be responsible for maintaining traffic flow during construction.
- The Contractor shall be responsible for maintaining safety during construction.
- The Contractor shall be responsible for maintaining cleanliness during construction.
- The Contractor shall be responsible for maintaining safety during construction.
- The Contractor shall be responsible for maintaining cleanliness during construction.

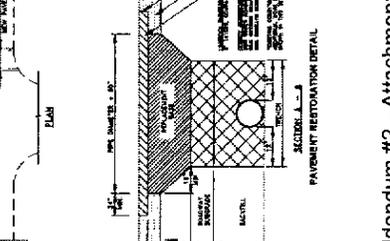
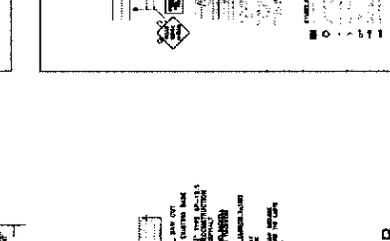
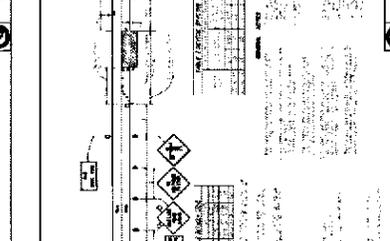
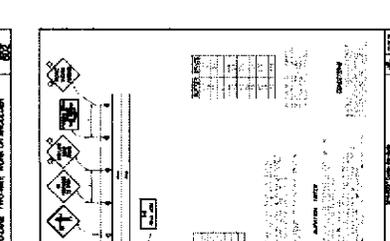


**4. Construction Details**

- Water main lines shall be installed in a trench with a minimum depth of 48 inches below the finished ground surface.
- Sanitary sewer lines shall be installed in a trench with a minimum depth of 36 inches below the finished ground surface.
- Gas lines shall be installed in a trench with a minimum depth of 30 inches below the finished ground surface.
- Fire hydrants shall be installed in accordance with the Florida Fire Prevention Code.
- The Contractor shall be responsible for protecting all existing utility lines and structures.
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- All materials and workmanship shall conform to the specifications and standards of the City of Port St. Lucie.
- The Contractor shall be responsible for obtaining all necessary insurance and bonding.
- The Contractor shall be responsible for maintaining access to all adjacent properties.
- The Contractor shall be responsible for maintaining traffic flow during construction.
- The Contractor shall be responsible for maintaining safety during construction.
- The Contractor shall be responsible for maintaining cleanliness during construction.
- The Contractor shall be responsible for maintaining safety during construction.
- The Contractor shall be responsible for maintaining cleanliness during construction.

**5. Easements and Right-of-Way**

- The Contractor shall be responsible for obtaining all necessary easements and right-of-way permits.
- The Contractor shall be responsible for maintaining access to all adjacent properties.
- The Contractor shall be responsible for maintaining traffic flow during construction.
- The Contractor shall be responsible for maintaining safety during construction.
- The Contractor shall be responsible for maintaining cleanliness during construction.
- The Contractor shall be responsible for maintaining safety during construction.
- The Contractor shall be responsible for maintaining cleanliness during construction.



**Addendum #3**  
**Pre-Bid Conference**  
**E-Bid #20120042**  
**Water Main Relocations - South Side of Easy Street**  
**March 29, 2012 at 2:00 pm**

This meeting is being recorded. During the question & answer period please clearly state your name and firm you are associated with before asking your questions. Thank you.

1. Sign-In Sheet
2. Introduction of key personnel
3. **Reminder**: Bid opening date is April 13, 2012 at 3:00 pm

**All Bids are to be submitted electronically. No hard copies will be accepted.**

**No Bid will be accepted after that date and time.**

4. Review of Specifications requirements:
  - 5% Bid bond is required. This is to be scanned and uploaded and submitted with the required documents. Immediately after the opening, the Bid Bond is to be mailed to the City. If the **original** Bid Bond is not received within 3 days after the opening, the bid will be null & void.
  - Last date for questions is April 5, 2012. All questions must be submitted in writing to Robyn Holder at [rholder@cityofpsl.com](mailto:rholder@cityofpsl.com).

The bid reply is an electronic spread sheet that is already formatted with formulas. Please submit on the electronic bid sheet only. Hand written sheets should not be submitted.

An Addendum will be issued after this meeting with all the questions and comments listed.

5. Turn over to: Laney Southerly from the Utilities Department.
6. Additional questions from Prospective Bidders.

St. Lucie County is going to do some drainage rework there along Easy Street and wants to make sure that all of our stuff goes below their culverts so they want us to do it before they start and drop those five or six locations. It can hardly get much simpler than that, other than for you guys are just your going to have to work to County specs on anything we do as far as digging a hole, putting the hole back, MOT, asphalt replacement and what not, our specs, on the water line type of thing. That gets a little complicated at times as some of you all know. One relocation is on a 12 inch and all the others are 6 inch and 4 inch. The only other real trick that I can think of and that is why we issued that second addendum, I just wanted to make sure that is was very, very clear to everyone that there are some 4 and 6 inch abandoned lines coming from the north side of Easy Street that as you dig through

them the county just wants to cap them or plug them, just so there's no void there and that's all that really was because there is no separate pay item for that, but I wanted to make sure that everybody was very, very aware of that and included that cost in their price. Other than that, if you have any questions for me.

Q. I haven't even looked at them yet, but, what about as far as testing, sampling, etc. etc.?

A. We're going to do that task. I believe we have got it all spelled out in the specs, we're just going to do pretty much a two hour visual pressure test on each of the locations. As far as disinfection, we're just going to swab the pipes and the fittings as you put them back in. We don't even sometimes go to that degree, if we had a line break type of thing, but that's the kind of scenario, it's just such small work, that's all we're going to do. For you, it's very similar to what you just did with the county up there in River Park. That's probably the trickiest things is that we're actually going to have you do less than the normal project as far as we are concerned as far as pressure testing and disinfection. We probably will run some samples of the whole job down at the very end of Easy Street, but not necessarily, just on where you are there but just take some samples, I will have my guys take some samples down at the end of that line because it is a dead end line, so let's go down to the end of Easy Street, take some samples and go from there, but ... We'll just flush everything out.

Q. You said a two hour visual, is that just under standard line pressure?

A. Just under standard line pressure, yes. There may be some dewatering involved because we're going to get deep and some cases, and again, I think we did not put a separate pay item in there for that, so any dewatering just has to be in one of the items we have here. I do have them listed out just as 4 inch deflection, a 6 inch deflection, and a 12 inch deflection, but throw your dewatering in there if you want, or somewhere else, but there is not a separate line item for those, and you kind of look at the plans and decide how often you think you might run into some deep water. You might hit it on all of them, you might not.

Q. Again, I haven't even looked at it but, is there certified as-builts required and stuff?

A. Yes. But it's only one sheet of plans, there's a plan in profile and that's all it is.

Q. The as-builts are defined in your manual, correct?

A. Correct. It's relatively a pretty simple job. I don't even expect it to go over the \$25,000 limit to where we have to go to council, but it might, I really wasn't sure on that one. If you have any other questions make sure to get them to Robyn and then we'll try to make sure we address them quickly, because I do not want to move the bid date if we can help it. Because we have to meet St. Lucie County schedule.

Q. Is there anybody on these lines, as far as homes?

A. Yes.

Q. So the city's going to put out the language and stuff?

A. Yes.

We have estimated the project to be about 30 days but on the bid reply sheet we asked you what your time frame is going to be, so just reply to that. If nobody else has any other questions, the meeting is adjourned (2:15 pm).

**NOTE: The bid opening date has not been changed.**

Instructions to Bidder:

Each bidder must acknowledge receipt of any addenda on the Bid Reply Sheet in order to have his/her bid or proposal to be accepted.

**Addendum #4**  
**E-Bid #20120042**  
**Water Main Relocations - South Side of Easy Street**  
**April 2, 2012**

Questions:

Q. Will the County require an asphalt overlay of the intersection or will an asphalt patch be sufficient?

A. No overlays. Asphalt patch is fine.

Instructions to Bidder:

Each bidder **MUST** acknowledge receipt of any addenda on the Bid Reply Sheet #20120042 in order to have his/her bid or proposal to be accepted.

**Addendum #5**  
**E-Bid #20120042**  
**Water Main Relocations - South Side of Easy Street**  
**April 12, 2012**

- 1. The bid opening date has been changed to April 27, 2012 at 3:00:00 PM.**
- 2. The location of the opening has not been changed.**
- 3. The E-Bid Reply Excel Spreadsheet has been revised to enlarge the columns. This is issued as Addendum #5A.**

Instructions to Bidder:

Each bidder **MUST** acknowledge receipt of any addenda on the Bid Reply Sheet #20120042 in order to have his/her bid or proposal to be accepted.

**Addendum #5A - April 12, 2012**  
**E-Bid #20120042**  
**E-Bid Reply Excel Spreadsheet**  
**Water Main Relocations - South Side of Easy Street**

Company Name: \_\_\_\_\_

		Quantity	Unit	Unit Price	Total
1	Mobilization	1	LS	\$ -	\$ -
2	Preconstruction Video	1	LS	\$ -	\$ -
3	Construction Stakeout	1	LS	\$ -	\$ -
4	Maintenance Of Traffic	1	LS	\$ -	\$ -
5	4" PVC Water Main Vertical Deflection, Complete	2	EA	\$ -	\$ -
6	6" PVC Water Main Vertical Deflection, Complete	3	EA	\$ -	\$ -
7	12" PVC Water Main Vertical Deflection, Complete	1	EA	\$ -	\$ -
8	Roadway Cut & Restoration	4	EACH	\$ -	\$ -
9	Disinfection, flushing, testing, pigging	1	LS	\$ -	\$ -
10	Shoulder Restoration	1	LS	\$ -	\$ -
11	As-Builts	1	LS	\$ -	\$ -
12	Indemnification Fee	1	LS	\$ 10.00	\$ 10.00
	<b>TOTAL</b>				\$ 10.00

**Addendum #6**  
**E-Bid #20120042**  
**Water Main Relocations - South Side of Easy Street**  
**April 24, 2012**

- 1. The bid opening date has been changed to May 4, 2012 at 3:00:00 PM.**
- 2. The location of the opening has not been changed.**

Instructions to Bidder:

Each bidder **MUST** acknowledge receipt of any addenda on the Bid Reply Sheet #20120042 in order to have his/her bid or proposal to be accepted.

**Addendum #7**  
**E-Bid #20120042**  
**Water Main Relocations - South Side of Easy Street**  
**May 1, 2012**

Questions to date:

Conflict #1

1. Q: What station does the deflection start and end at?

A: Conflict #1 and #2 are combined as shown on the revised plans (Addendum #7B). The starting and ending stations are now noted on the plan.

2. Q: Are the gate valves shown on the plans existing at this conflict?

A: Yes

3. Q: Please provide a larger drawing of this conflict to clarify the length of pipe and fittings to be used.

A: See revised plan (Addendum #7B).

Conflict #2-6

4. Q: Please provide a larger scale drawing of these conflicts to clarify fittings and length of pipe to be used.

A: See revised plan (Addendum #7B).

Conflict #1

5. Q: Water service may be out for a while at this location due to depth of Conflict #1 and the connection of Conflict #2 to Conflict #1. How long can the water main be out of service? Please clarify.

A: Conflicts #1 and #2 have been revised to minimize depth and service down time. Each location can only be out of service for one work day between the hours of 8:00 am and 4:00 pm. Conflict #1 and #2 = one (1) workday total for both. Conflict #3 = one (1) workday. Conflict #4 = one (1) workday. Conflict #5 = one (1) workday. Conflict #6 = one (1) workday. Five (5) workdays total for entire project.

Other documents associated with this Addendum that also must be acknowledged on the E-Bid Reply Sheet #20120042. (Must be listed; example - Add. #1, 2, 3, 4, 5, 5A, 6, 7, 7A, 7B, 7C, etc. Each individual must be listed separately.)

- Addendum #7A - Revised Supplemental Specifications, pages 1 - 16.
- Addendum #7B - Revised Drawings, pages 1 - 3.
- Addendum #7C - Revised E-Bid Reply Form, page 1.

**NOTE: The bid opening date has been changed to May 10, 2012  
at 4:30:00 PM. The location of the opening has not been changed.**

Instructions to Bidder:

Each bidder **MUST** acknowledge receipt of any addenda on the Bid Reply Sheet #20120042 in order to have his/her bid or proposal to be accepted.

**CITY OF PORT ST LUCIE  
E-BID #20120042  
ADDENDUM #7A - MAY 1, 2012**

**Water Main Relocations – South Side of Easy Street**

**Supplemental Specifications**

**GOVERNING SPECIFICATIONS:**

1. The State of Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Latest Edition. Referenced as FDOT Specifications.
2. The State of Florida Department of Transportation Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, Latest Edition. Referenced as FDOT Index(es).
3. Utility Standards Manual of The City of Port St. Lucie Utility Systems Department, dated 2011. Referenced as PSLUSD Standards.
4. St. Lucie County Engineering Department Specifications. Referenced as SLC. Specifically the following:
  - a. SLC Pavement Reconstruction Detail.
  - b. SLC Technical Specifications Section 02800 Shoulder Restoration.

The following information is to be used in addition to the specifications previously referenced.

**GENERAL INFORMATION:**

Many bid items have changed. Several bid items are paid as Lump Sum items or Each on the project rather than separating out many costs for these items in the price of the pipe. If any item is not listed separately, it is intended to be included in the price of the pay items on the revised bid reply sheet.

**PAY ITEM DESCRIPTIONS:**

**Mobilization:**

The bid price for this item shall include, but not be limited to the preparatory work and operations in mobilizing for beginning work on the project, including, but not

limited to, those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, and sanitary and other facilities. Include the costs of bonds and any required insurance and any other preconstruction expense necessary for the start of the work, excluding the cost of construction materials.

At the pre-construction meeting, the Contractor shall submit a tentative work schedule as well as a list of subcontractors and emergency contact people and phone numbers. This bid item shall also include the cost for storage of the material for the duration of the project and the cost of security for the materials at all times.

Payment for **Mobilization** shall be paid as LUMP SUM in accordance with the following schedule:

For contracts of 120 contract days duration or less, partial payment will be made at 50% of the bid price per month for the first two months. For contracts in excess of 120 contract days duration, partial payment will be made at 25% of the bid price per month for the first four months.

**Pre-Construction Video:**

The bid price for this item shall include, but not be limited to, all labor, materials, execution, and delivery prior to construction commencement of the pre-construction video DVD, and any other incidentals necessary to perform the task. Included in this item but not limited to, are the recording and the maintaining of that recording throughout the duration of the job and shall include all accessories involved in recording, narrating and maintaining of the video.

Payment for the **Pre-Construction Video** shall be paid as a LUMP SUM for the entire project.

**Construction Stakeout:**

The bid price for this item shall include, but not be limited to, the furnishing of all labor, materials, tools and equipment necessary to perform all construction layout, control, and reference staking for satisfactory completion of the project. The Contractor shall be responsible for the accuracy of his work and shall maintain all reference point stakes, etc., throughout the life of the contract. Damaged or destroyed points, bench marks or stakes, or any reference points made inaccessible by the progress of the construction shall be replaced or transferred by the Contractor.

Payment for **Construction Stakeout** shall be paid as a LUMP SUM for the entire project.

**Maintenance of Traffic:**

The bid price for this item shall include, but not be limited to, the requirements of FDOT Specifications, Section 102 Maintenance of Traffic. The maintenance of traffic for this project shall be in accordance with the applicable FDOT index numbers (600 Series). It shall include, but not be limited to all traffic control devices, warning devices, temporary reflective markers, temporary pavement markings, dust control and all items necessary to protect the public and workmen from hazards within the project limits.

At the Pre-Construction Meeting the Contractor shall submit the detailed plan, as approved by St. Lucie County (SLC) Engineering Dept., of how the existing traffic will be maintained through the work site during the construction period along with the traffic control to be utilized. The following items shall apply:

- The Contractor shall coordinate any type of traffic restrictions with the SLC permit requirements.
- The Contractor shall notify The SLC Engineering Department and the City of Port St. Lucie Utility Systems Department (PSLUSD) of any road restrictions at least seven calendar days prior to actual implementation.
- The Contractor shall provide access to driveways at all times.

Payment for **Maintenance of Traffic** shall be paid as a LUMP SUM item for the entire project.

**PVC Water Main Relocations**

The bid price for this item shall include, but not limited to the installation of the C900 DR-18 PVC water main, mechanical restraints and ductile iron fittings in accordance with PSLUSD Standards as well as all labor, materials, equipment, and any other incidentals necessary to perform the task specified herein and on the contract drawings. Included in this item but not limited to is the excavation for the pipe trench, legal disposal of all excess materials, bracing, sheeting, dewatering, furnishing and installation of the pipe, locator wire, backfilling of the pipe trenches, maintaining uninterrupted flow of existing utilities, providing access to all driveways at all times, cleaning the site of the work location and protection of utilities, structures, trees, shrubs, and lawns, and all other work required for the complete installation of the water main. Existing abandoned water mains, if excavated are to be plugged, capped or filled with grout as part of this pay item. These are anticipated at each side road off Easy Street.

Backfill material used should consist of clean sand or fragmented lime-rock, free of organics and other deleterious materials, and containing not more than twelve (12%) percent passing the No. 200 sieve. Any excess unsuitable material shall be removed from the site and disposed of at the Contractor's expense. If additional offsite backfill material is required, it shall be provided by the Contractor and included in this price. Density testing to meet COUNTY and CITY requirements is to be included in this pay item at no extra cost.

Payment for **PVC Water Main Relocations** shall be paid as EACH relocation, complete. Each conflict has a separate pay item, except that conflict #1 and #2 are combined as one pay item.

### **Ductile Iron Fittings and Restraints**

The bid price for this item shall include, but not be limited to the necessary materials, equipment, and labor required to providing and attaching or installing the ductile iron water fittings, locator wire, fitting restraints and pipe joint restraints. Water Fittings shall be ductile iron, cement-lined, compact body, conforming to PSLUSD Specifications. Restraints shall conform to the requirements of the PSLUSD Specifications.

Payment for **DI Fittings and Restraints** shall be paid as part of PVC Water Main Relocations and **will not be a separate pay item.**

### **Driveway Crossing Cut and Restoration**

The Contractor is required to bore paved driveway crossings where practical to minimize disruption to the property owner. St. Lucie County allows open cut of the paved driveway only upon approval. The bid price for this item shall include, but not limited to, the requirements of SLC Engineering and Sections 286 Shell Base, and Class I Concrete of the FDOT Standards.

The required manpower, equipment, material, and any other items necessary to perform this task shall also be include in this pay item. The Contractor shall replace with similar materials in accordance with St. Lucie County Standards.

Replace driveways to match design elevations and materials of construction. Include all driveway surface restoration required for driveway replacement to match the existing driveway in this item. Swales or piping grades/flow lines are to be cleaned ±15 feet each side, as appropriate.

Payment for **Driveway Crossing Cut and Restoration** shall be paid as EACH for conflicts #1 and #2 as a single item. No payment for this item will be included for conflicts #3-#6.

### **Roadway Cut & Restoration**

The COUNTY allows open cut of the paved roadway only upon written approval. Please review the COUNTY permit conditions. The bid price for this item shall include, but not limited to, the requirements of the SLC pavement reconstruction detail and Sections 285 Shell Base, 300 Prime and Tack Coats for Base Courses, Class I Concrete of the FDOT Standards. The required manpower, equipment, material, and any other items necessary to perform this task shall also be include in this pay item. The Contractor shall provide temporary striping as required, approved by the Engineer, until such time that the permanent striping is placed. The Contractor shall perform the replacement with similar materials in accordance with St. Lucie County Standards and the project plan.

Payment for **Roadway Cut & Restoration** shall be paid as EACH for the work effort in conflicts #1 and #2 as a single item. No payment for this item will be included for conflicts #3-#6.

### **Water Main Testing, Disinfection and Flushing**

The Contractor shall include bid pricing to meet the requirements of the PSLUSD Specifications for hydrostatic pressure testing, flushing and disinfection all new water mains. Disinfection will be by swabbing all material with disinfection solution prior to construction. No bacteriological testing is to be provided by the contractor. Pressure testing will be by visual inspection (2 hour minimum) by CITY staff. The bid price for this item shall include, but not be limited to the labor, equipment and materials.

Payment shall be made on a LUMP SUM basis for the entire project.

### **Abandon Existing Water Main (Greater Than 2") - Grout & Cap**

The Contractor is required to grout, plug or cap ONLY abandoned water mains excavated as part of the project work. There is an abandoned water main at each cross street on Easy Street coming from the north side.

There is **no separate payment** for **Abandon Existing Water Main** as all work shall be paid as part of Water Main Relocations.

### **Shoulder Restoration**

The bid price for this item shall include, but not be limited to the requirements of Shoulder Rework of the Standard Specifications, Section 02800 of the SLC

Technical Specifications (copy attached), as well as all labor, equipment, materials, and any other items necessary to perform the task. The removal and replacement of all signs, mailboxes as well as the maintenance of private and public landscaping including sod within the right-of-way shall be covered under this bid item. Also included in this item is any fertilizer and water needed. All disturbed areas shall be restored with sod matching the adjacent yard and covered with a good stand of grass upon acceptance of the project by PSLUSD. The Contractor will be responsible for repairing all washed-out and eroded areas and watering and mowing of the sod until such time as the project is accepted by PSLUSD.

Payment for **Shoulder Restoration** shall be paid as LUMP SUM item for the entire project.

### **As-Built Drawings**

The bid price for this item shall include, but not be limited to, all labor, materials, equipment, and any other incidentals necessary to perform the task specified herein. The Contractor is required to retain the service of a Professional Surveyor and Mapper licensed in the State of Florida to prepare the As-Built Drawings or Surveys in accordance with the City of PSLUSD Specifications. The PSLUSD requires that all As-Built information be referenced to NAVD 1988 vertical datum and must be completed and approved prior to the Contractors final inspection.

Payment for As-Built Drawings shall be on a LUMP SUM basis.

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**SECTION 02800**  
**RESTORATION OF SURFACE IMPROVEMENTS**

**PART 1 - GENERAL**

**1.1 SECTION DESCRIPTION**

- A. This section includes materials and installation standards and contractor responsibilities associated with the furnishing of all labor, materials, equipment and incidentals required to restore, complete, all existing surface improvements that have been affected by construction in accordance to these specifications. It shall be further understood the specific items depicted in Paragraph B, Section 1.1 are considered an integral part of restoration and all items shall be governed by time limits designated within the Contract Documents.
- B. The work includes, but is not limited to:
1. Driveways
  2. Lawn Areas
  3. Trees and plants
  4. Roadways
  5. Irrigation Systems
  6. Roadway swales, swale liners, and ditches
  7. Drainage culverts and headwalls.
  8. Mail boxes
  9. Signage
  10. Pavement Striping
  11. Traffic Signalization Systems
  12. Hydro-seed
- C. Whenever reference is made to FDOT Specifications, it shall imply performance in accordance with "Florida Department of Transportation's Standard Specifications for Road and Bridge Construction", latest edition and Supplemental Edition as amended.

**1.2 TEMPORARY RESTORATION**

- A. The Contractor shall be aware and make provisions as necessary to provide temporary resurfacing if required by the governmental agency having jurisdiction for roadways, drives and/or sidewalks. If required, the Contractor will provide temporary resurfacing after final backfill over the open cut, for a period specified by the agency, prior to final roadway replacement. The Contractor shall provide temporary restoration within 48 hours of notification by the Engineer.

### 1.3 QUALITY ASSURANCE

- A. The work in this section shall conform to the St. Lucie County requirements and Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, hereafter called the FDOT Standard Specifications.

### 1.4 COMPLAINTS

- A. The Engineer of Record shall record all complaints received from property owners that claim they were affected by the construction activities of the Contractor.
- B. The Contractor shall immediately, after notification, verbally or written, correct vehicular or pedestrian safety issues or other potentially hazardous situations as they occur.
- C. Complaints regarding sod, driveways, sprinkler systems, or other matters, damage shall be corrected within 5 days of notification.
- D. Mailboxes shall be corrected the same day of damage, so as to allow for delivery of mail. The Contractor is directed to conduct work activities so as to cause as minimal as possible interruption delivery of mail while working on any particular street.
- E. Information in the complaint document, as a minimum, will be the name of the property owner (or person making complaint), date, address, telephone number, complaint number, general description of complaint, and the required action for the Contractor.
- F. The Contractor is required, upon satisfaction of the complaint, to return to the Engineer a copy of the complaint form with the stated action taken, and if possible, the property owner's signature. Confirmation that the complaint has been addressed is required within 48 hours ah satisfaction. Should the Engineer of Record not concur with the actions taken by the Contractor, or should additional action be required, the Contractor shall be notified immediately, and Contractor shall re-address until resolution.
- G. The Contractor is required to assign a complaint representative who shall monitor and shall cause a resolution of the complaint. The Contractor's representative shall work in unison with the Engineer's representative.

Complaints that are not satisfied within 15days are subject to the following:

1. Owner will correct and deduct their cost actual from the next submitted monthly Pay Request.

2. Withhold appropriate funds from the monthly submitted Pay Request until the complaint is resolved.
3. Be issued a stop work order until satisfaction of complaints is made.

#### 1.5 CONTRACTOR REQUIREMENT

- A. The owner considers this water and sewer project to be resident and restoration sensitive. The criteria established for the sequential construction work effort is specifically designed to minimize the disruption to the residential neighborhoods and insure that restoration efforts are performed in a timely manner. The contractor shall base his work schedule and construction activities on the following criteria:
  1. The installation of the sewer main shall proceed the installation of the water main on any particular street, where water and sewer are to be installed. The intent of this requirement is specifically for any street to be completed with the utility installation prior to the disruption of the next street. The installation of the water main shall follow the installation of the sewer main prior to restoration efforts for the sewer main. Utility installation for purposes of this project is defined as excavation of water or sewer main, backfill and compaction including final ground dressing to allow for placement of sod material.
  2. The distance between any sequential utility construction shall not exceed 2,500 linear feet. In areas where only the sewer main will be installed, restoration shall not be greater than 2500 LF behind the installation of same. Sequential construction is considered to be preparation for mainline placement (driveway and roadway bores/removal), mainline construction, and restoration efforts.
  3. The driveway bore/push efforts shall not precede the pipe laying operation by more than 15 days in any one area. Primary jack and bore operations are excluded from this criteria.
  4. The contractor shall achieve Substantial Completion of all work efforts within a Service Area prior to commencing construction efforts within the subsequent Service Area, unless identified and approved by the Owner, as outlined in the Contractor's Project Schedule.

### **PART 2 - PRODUCTS**

#### 2.1 SOD

- A. The sod used for restoration shall match the existing in the area where the sod was removed for Utility installation.

- B. Sod shall be as specified within Section 981, FDOT Specifications.

## 2.2 TREES AND SHRUBS

- A. Existing trees and shrubs that are damaged by construction shall be replaced by trees and shrubs of equal type, quality, and size. All new trees and shrubs shall be sound, healthy, vigorous and free from defects, decay, disfiguring, bark abrasions, plant diseases, insect pests, their eggs or larvae. New trees and shrubs shall be approved by the Engineer of Record before placing.
- B. Trees and shrubs shall be as specified within Section 580, FDOT Specification.

## 2.3 HYDRO-SEEDING AND FERTILIZING

- A. Seeding and fertilizing materials shall be as specified within Section 981, FDOT Specifications and fertilizing materials per Section 983.

## 2.4 WATER

- A. Water used in the grassing operations may be obtained from any approved spring, pond, lake, stream or municipal water system. The water shall be free of excess and harmful chemicals, acids, alkalis, or any substance which might be harmful to plant growth or obnoxious to traffic. Salt water shall not be used.

## 2.5 DRIVEWAYS

- A. Driveways shall be replaced with material of the same type and composition as the material removed. Contractor shall match existing finish as much as possible.
- B. Contractor shall replace all driveways in kind, in accordance with the Construction Drawings, these Specifications, or the St. Lucie County driveway standards, whichever are the most stringent.

Concrete: Driveways shall be a minimum of 4" thick for residential, a minimum 6" thick for commercial, Class I, 3,000 psi concrete with 10 x 10 gauge wire mesh and sub-grade shall be 6" and, or other approved material, compacted to 98% of ASHTO T99 maximum density. Fiber mesh is allowed in lieu of 10 x 10 wire mesh.

Asphalt: Driveways shall be 1" Type S-I Asphaltic Concrete over 6" compacted 1/2" shellrock base.

- C. Rock/Shell: Driveways shall be same type of materials as existing, compacted to 98% of maximum density per AASHTO T-99. Rock/Shell depth shall be six inches, compacted depth.

- F. Driveways shall be 1 inch above the street elevation, with a footer. Driveway edges shall be parallel with street.

2.6 ASPHALTIC CONCRETE & PORTLAND CEMENT CONCRETE PAVEMENT.

- A. The standard technical specifications for pavement meet specifications as set forth in Sections 300 through 370 of the Florida Department of Transportation's Standard Specifications of Road and Bridge Construction, latest edition. Materials for these items shall meet the requirements in Sections 901, 902, 916, and 917, 921, 922, 923, 924, and 925 of the same specifications.

Special care shall be taken to prevent damage to pavement edges. When damaged, a 24 inch minimum area shall be saw cut and repaired prior to payment for the associated pipe line.

2.7 BASE COURSES (SUBBASE)

- A. Technical specifications shall conform to Section 200 through 286 Florida Department of Transportation's Standard Specifications for Road and Bridge Construction.

2.8 INLETS, MANHOLES & JUNCTION BOXES

- A. All inlets, manholes & junction boxes required to be removed and replaced or modified for utility construction shall conform to Section 425, Florida Department of Transportation's Standard Specifications for Road and Bridge Construction, latest edition.
- B. Where roadways will be overlaid, all manholes, inlets, and valve box tops shall be raised to correspond with the finished grade. Raising of the structures shall be done in accordance to the City of Port St. Lucie and Utility Standards.

2.9 PIPE CULVERTS & STORM SEWERS

- A. All pipe culverts and storm sewers required to be removed and replaced or modified for utility construction shall conform to Section 430, Florida Department of Transportation's Standard Specifications for Road and Bridge Construction, latest edition. Culverts damaged by the Contractor shall be repaired or replaced, based on Engineer's direction, in accordance with time lines as established within the Contract Documents. Flow is to be maintained at all times

2.10 PORTLAND CEMENT CONCRETE

- A. The standard technical specifications for Portland Cement Concrete shall meet the specifications as set forth in Section 345 of the Florida Department of Transportation's Standard Specifications for Road and

Bridge Construction.

- B. Materials for Portland Cement Concrete shall meet the requirements in Sections 901, 902, 92 1,923, and 924 of the same specifications.

2.11 CONCRETE CURB & GUTTER

- A. All curb and gutter required to be removed and replaced or modified for utility construction shall conform to Section 520 of the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction, or as specified in the project plans and details.

2.12 CONCRETE SIDEWALK

- A. All sidewalk required to be removed and replaced or modified for utility construction shall conform to Section 522 of the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction, or as specified in the project plans and details.

2.13 IRRIGATION SYSTEMS

- A. All existing irrigation systems that are affected by utility construction shall be immediately repaired, replaced, etc., to a condition equal to or better than the condition prior to construction.

2.14 PAVEMENT STRIPING

- A. All pavements that are required to be restriped due to overlay, construction, etc., shall be striped in accordance with FDOT Specifications. Further, all striping shall be replaced with thermoplastic.

2.15 TRAFFIC SIGNALIZATION SYSTEMS

- A. All pavement areas that are required to be remove/replaced as a result of proposed construction and have existing traffic signalization systems in place shall be repair/reconstructed with same traffic signalization system repaired and/or reconstructed to a condition equal to that prior to construction.
- B. All signs removed during construction shall be replaced the same day. No streets to be without proper signage overnight.

2.16 ROADWAY SWALES, SWALE LINERS, AND DITCHES

- A. Swales and Ditches shall be repaired by placement of sod or hydro-seed within all disturbed areas of the swale or ditch, or other type repair work specifically required. Where hydro-seeding is permitted, a

1 foot wide strip of sod will be required adjacent to the edge of pavement, to reduce erosion, or as directed by Engineer. All residential and commercial lots shall receive sod, including 80 feet each side of the property line.

- B. Where existing plastic swale liners are damaged or affected by construction, liners shall be repaired, reconstructed or replaced to the same condition or better prior to construction, including the percent of slope. Existing liner material may be utilized for reconstruction if in a suitable condition. All other materials shall be in accordance to Port St. Lucie "Plastic Swale Liner Detail", attached to this section.

### **PART 3 -EXECUTION**

#### **3.1 GENERAL**

- A. The Contractor shall be responsible for the removal, reconstruction, and/or replacement of all street and other miscellaneous signs, mailboxes, etc., necessary for the required construction. Each item will be replaced to its original condition, or better, and to the original location by the Contractor. The Contractor will not receive any direct payment for this removal or replacement. All costs associated with the removal and replacement should be included within other pay items of the Bid.
- B. The Contractor is to remove and replace all existing roadways, driveways, sidewalks and curb/gutter sections as necessary or to the limits indicated with the construction drawings and Construction Standards for construction of other utility mains. All replacements shall consist of the same type of material as removed and constructed to the same condition or better than that removed. Regulatory traffic signs **must** be replaced prior to opening the area to traffic.

#### **3.2 LANDSCAPING, SOD, HYDRO-SEED, AND FERTILIZER RESTORATION**

- A. All hydro-seeding, sodding, and landscaping preparation, placement, maintenance, etc. shall conform to Sections 570, 575, and 580 of the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction, or as specified in the project plans, details, and specifications. In addition to the aforementioned, all sod used on Project site shall have no more than 10% foreign vegetation for the particular area requiring the placement.
- B. Regarding the warranty, the Contractor must provide (a) one (1) year warranty from date of final acceptance including coverage of plants from death or unhealthy conditions, and (b) replacement plants shall

be of same size and species as specified, planted in the next growing season, with a new warranty commencing on date of replacement.

- C. Any lawn area affected by the required work shall be restored to a condition equal or better than the conditions existing before the commencement of work. Sod is required in all disturbed areas that have existing, maintained grass. Where sod shall be replaced, a true straight line shall be "cut in" to allow for the new sod to "butt-in" for uniform transition. All other disturbed areas shall be hydro-seeded. Conventional seed and mulch is not allowed. Sod shall be placed below the edge of pavement to 1 inch to allow drainage run-off the pavement.
- D. Maintenance
  - 1. Contractor shall, at his expense, maintain the planted areas in a satisfactory condition until final acceptance of the project. Such maintenance shall include watering, filling, leveling, replacing, and repairing of any washed or eroded areas as may be necessary.
  - 2. Contractor may request an Early Release for sodded and hydro-seeded areas. Contractor must obtain written approval for Early Release from Engineer of Record to be binding, and request same in writing to the Engineer, or Project Construction Manager.

### 3.3 DRIVEWAYS

- A. Driveways shall be replaced in accordance to the Construction Standards and these specifications. Shall the local government have requirements more stringent than these shown, then local requirements shall be followed.
- B. Driveways shall be replaced within three (3) days after removal. During the three (3) day period, the Contractor shall place bearing material sufficient to access by the resident or commercial establishment.

### 3.4 PAVEMENT REPLACEMENT

- A. Asphalt pavement shall be removed by saw cutting on a straight line with edges as vertical as possible. Concrete pavement or asphalt

surfaced concrete shall be removed by cutting with a concrete saw in as straight a line and vertically as possible.

- B. Prior to replacing concrete or asphalt pavement, a subbase and base course corresponding to the required materials and thicknesses specified on the Construction Drawings shall be installed.
- C. Non-asphalt pavement replacement shall be replaced of like material and thickness in accordance to the Construction Drawings. Asphalt or built-up asphalt pavement replacement shall be replaced with like material or concrete as directed by the Engineer. Where asphalt or built-up asphalt pavement is replaced by concrete, the concrete shall have a minimum of 6-inches in thickness and be reinforced with 6 by 6 No. 10 gage welded wire fabric or as specified within the construction drawings. Where the pavement replacement is of like material, it shall be replaced in thickness equal to or better than that existing at the time of removal.
- D. Road cuts shall be repaired with a temporary coquina patch the same day as cut and maintained for a period of no more than ten (10) days prior to placing the final pavement replacement. The road section shall be maintained daily so as to ensure no depressions are present, and shall be maintained flush with adjacent road section.

### 3.5 CURB REMOVAL AND REPLACEMENT

- A. Curb removal and replacement required in the construction of this work shall be done by the Contractor. Reasonable care shall be exercised in removing the curb, saw cutting curb is required to obtain a vertical roughened surface without spalling fractures, and the Contractor shall either stockpile or dispose of this material in an approved suitable fashion. Curb shall be replaced of like material and design in a manner and condition equal to or better than that existing at the time of removal. It shall be the Contractor's responsibility to verify existing curb/gutter grades and place the new curb/gutter to these same grades.

### 3.6 CONCRETE SIDEWALK

- A. Concrete sidewalk shall be removed by saw cutting on a straight line with edges as vertical as possible. The new sidewalk segments shall match the existing sidewalk as to width, thickness, and elevation, and have a medium broom finish.
- B. Expansion joints between the sidewalk and the curb or driveway, or at fixed objects and sidewalk intersections, shall be 1/2-inch joints formed with a preformed joint filler.

### 3.7 ROADSIDE SWALES AND DITCHES

Water Main Relocations - South Side of Easy Street

- A. During a construction activity, the Contractor will not impede or interfere with the City's drainage system. All swales and ditches will be restored to their original grade and condition that was existing, prior to beginning of construction.
- B. Contractor shall be responsible for implementing siltation control by use of silt barriers or hay bales during construction.
- C. Major outfall areas will receive silt screens prior to construction.

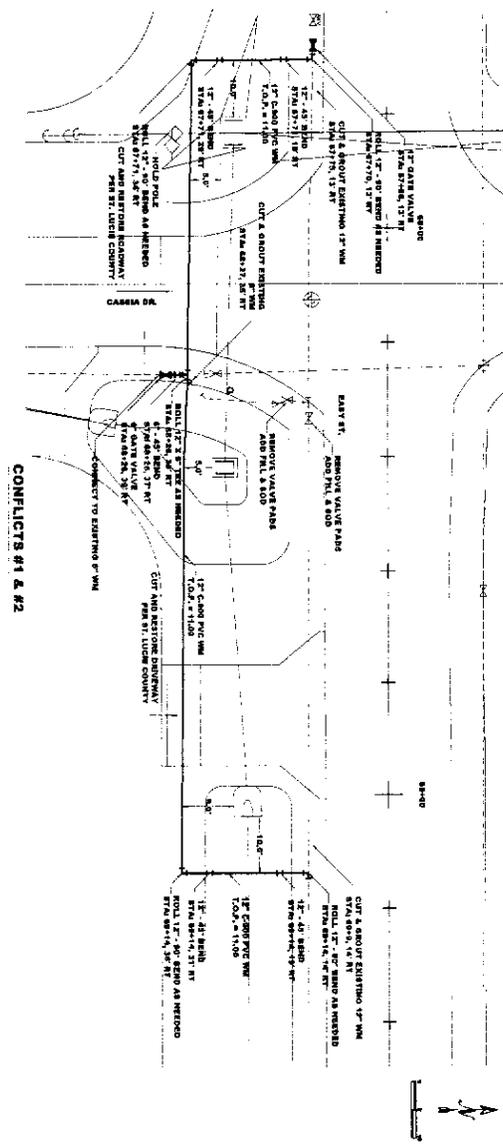
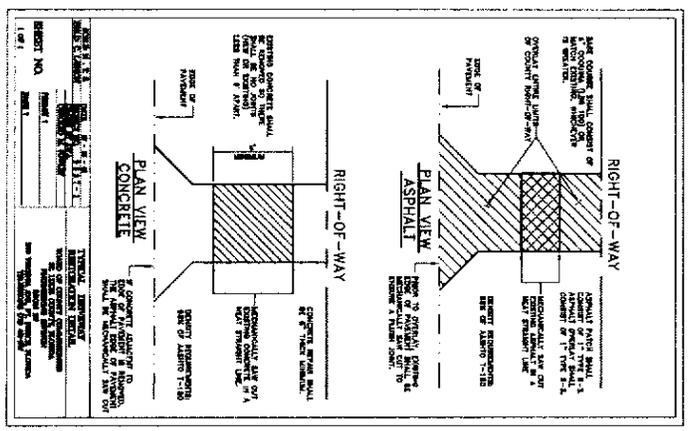
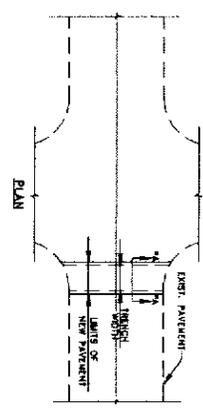
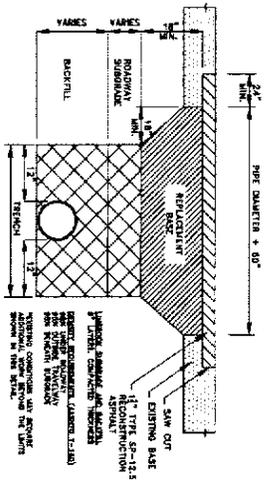
**3.8 COMPLAINT MONITORING**

- A. Contractor shall adhere to the requirements as specified in 1.4 of this section.

**END OF SECTION**



PAVEMENT RESTORATION DETAIL





**E-Bid #20120042**  
**E-Bid Reply Excel Spreadsheet**  
**Water Main Relocations - South Side of Easy Street**  
**Addendum #7C - May 1, 2012**

Company Name: \_\_\_\_\_

	Quantity	Unit	Unit Price	Total
1 Mobilization	1	LS		\$ -
2 Preconstruction Video	1	LS		\$ -
3 Construction Stakeout	1	LS		\$ -
4 Maintenance Of Traffic	1	LS		\$ -
5 PVC Water Main Relocation - Conflict #1 & #2, Complete	1	EACH		\$ -
6 PVC Water Main Relocation - Conflict #3, Complete	1	EACH		\$ -
7 PVC Water Main Relocation - Conflict #4, Complete	1	EACH		\$ -
8 PVC Water Main Relocation - Conflict #5, Complete	1	EACH		\$ -
9 PVC Water Main Relocation - Conflict #6, Complete	1	EACH		\$ -
10 Driveway Cut & Restoration	1	EACH		\$ -
11 Roadway Cut & Restoration	1	EACH		\$ -
12 Disinfection, flushing, and testing	1	LS		\$ -
13 Shoulder Restoration	1	LS		\$ -
14 As-Builts	1	LS		\$ -
15 Indemnification Fee	1	LS	\$ 10.00	\$ 10.00
<b>TOTAL</b>				\$ 10.00

**Addendum #8**  
**E-Bid #20120042**  
**Water Main Relocations - South Side of Easy Street**  
**May 8, 2012**

**The bid opening date has been changed to May 17, 2012 at 4:30:00 PM.**

**The location of the opening has not been changed.**

Instructions to Bidder:

Each bidder **MUST** acknowledge receipt of any addenda on the Bid Reply Sheet #20120042 in order to have his/her bid or proposal to be accepted.

**CITY OF PORT ST. LUCIE  
E-BID #20120042  
ADDENDUM #9 - MAY 10, 2012**

**Water Main Relocations – South Side of Easy Street  
Supplemental Specifications**

**GOVERNING SPECIFICATIONS:**

1. The State of Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Latest Edition. Referenced as FDOT Specifications.
2. The State of Florida Department of Transportation Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, Latest Edition. Referenced as FDOT Index(es).
3. Utility Standards Manual of The City of Port St. Lucie Utility Systems Department, dated 2011. Referenced as PSLUSD Standards.
4. St. Lucie County Engineering Department Specifications. Referenced as SLC. Specifically the following:
  - a. SLC Pavement Reconstruction Detail.
  - b. SLC Technical Specifications Section 02800 Shoulder Restoration.

The following information is to be used in addition to the specifications previously referenced.

**GENERAL INFORMATION:**

Many bid items have changed. Several bid items are paid as Lump Sum items or Each on the project rather than separating out many costs for these items in the price of the pipe. If any item is not listed separately, it is intended to be included in the price of the pay items on the revised bid reply sheet.

**PAY ITEM DESCRIPTIONS:**

**Mobilization:**

The bid price for this item shall include, but not be limited to the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, and sanitary and other facilities. Include the costs of bonds and any required insurance and any other preconstruction expense necessary for the start of the work, excluding the cost of construction materials.

E-Bid #20120042

At the pre-construction meeting, the Contractor shall submit a tentative work schedule as well as a list of subcontractors and emergency contact people and phone numbers. This bid item shall also include the cost for storage of the material for the duration of the project and the cost of security for the materials at all times.

Payment for **Mobilization** shall be paid as LUMP SUM in accordance with the following schedule:

For contracts of 120 contract days duration or less, partial payment will be made at 50% of the bid price per month for the first two months. For contracts in excess of 120 contract days duration, partial payment will be made at 25% of the bid price per month for the first four months.

#### **Pre-Construction Video:**

The bid price for this item shall include, but not be limited to, all labor, materials, execution, and delivery prior to construction commencement of the pre-construction video DVD, and any other incidentals necessary to perform the task. Included in this item but not limited to, are the recording and the maintaining of that recording throughout the duration of the job and shall include all accessories involved in recording, narrating and maintaining of the video.

Payment for the **Pre-Construction Video** shall be paid as a LUMP SUM for the entire project.

#### **Construction Stakeout:**

The bid price for this item shall include, but not be limited to, the furnishing of all labor, materials, tools and equipment necessary to perform all construction layout, control, and reference staking for satisfactory completion of the project. The Contractor shall be responsible for the accuracy of his work and shall maintain all reference point stakes, etc., throughout the life of the contract. Damaged or destroyed points, bench marks or stakes, or any reference points made inaccessible by the progress of the construction shall be replaced or transferred by the Contractor.

Payment for **Construction Stakeout** shall be paid as a LUMP SUM for the entire project.

#### **Maintenance of Traffic:**

The bid price for this item shall include, but not be limited to, the requirements of FDOT Specifications, Section 102 Maintenance of Traffic. The maintenance of traffic for this project shall be in accordance with the applicable FDOT index numbers (600 Series). It shall include, but not be limited to all traffic control devices, warning devices, temporary reflective markers, temporary pavement markings, dust control and all items necessary to protect the public and workmen from hazards within the project limits.

At the Pre-Construction Meeting the Contractor shall submit the detailed plan, as approved by St. Lucie County (SLC) Engineering Dept., of how the existing traffic will be

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maintained through the work site during the construction period along with the traffic control to be utilized. The following items shall apply:

- The Contractor shall coordinate any type of traffic restrictions with the SLC permit requirements.
- The Contractor shall notify The SLC Engineering Department and the City of Port St. Lucie Utility Systems Department (PSLUSD) of any road restrictions at least seven (7) calendar days prior to actual implementation.
- The Contractor shall provide access to driveways at all times.

Payment for **Maintenance of Traffic** shall be paid as a LUMP SUM item for the entire project.

### **PVC Water Main Relocations**

The bid price for this item shall include, but not limited to the installation of the C900 DR-18 PVC water main, mechanical restraints and ductile iron fittings in accordance with PSLUSD Standards as well as all labor, materials, equipment, and any other incidentals necessary to perform the task specified herein and on the contract drawings. Included in this item but not limited to is the excavation for the pipe trench, legal disposal of all excess materials, bracing, sheeting, dewatering, furnishing and installation of the pipe, locator wire, backfilling of the pipe trenches, maintaining uninterrupted flow of existing utilities, providing access to all driveways at all times, cleaning the site of the work location and protection of utilities, structures, trees, shrubs, and lawns, and all other work required for the complete installation of the water main. Existing abandoned water mains and currently active water mains to be abandoned, if excavated are to be removed to the limits of excavation. At the excavation limits, the abandoned pipes are to be plugged, capped or filled with grout as part of this pay item. These are anticipated at each side road off Easy Street and along Easy Street for conflicts #1 and #2 near Cassia Drive.

Backfill material used should consist of clean sand or fragmented lime-rock, free of organics and other deleterious materials, and containing not more than twelve (12%) percent passing the No. 200 sieve. Any excess unsuitable material shall be removed from the site and disposed of at the Contractor's expense. If additional offsite backfill material is required, it shall be provided by the Contractor and included in this price. Density testing to meet COUNTY and CITY requirements is to be included in this pay item at no extra cost.

Payment for **PVC Water Main Relocations** shall be paid as EACH relocation, complete. Each conflict has a separate pay item, except that conflict #1 and #2 are combined as one pay item.

### **Ductile Iron Fittings and Restraints**

The bid price for this item shall include, but not be limited to the necessary materials, equipment, and labor required to providing and attaching or installing the ductile iron water fittings, locator wire, fitting restraints and pipe joint restraints. Water Fittings shall be ductile iron, cement-lined, compact body, conforming to PSLUSD Specifications. Restraints shall conform to the requirements of the PSLUSD Specifications.

Payment for **DI Fittings and Restraints** shall be paid as part of PVC Water Main Relocations and **will not be a separate pay item.**

### **Driveway Crossing Cut and Restoration**

St. Lucie County allows open cut of the paved driveway only upon approval. The bid price for this item shall include, but not limited to, the requirements of SLC Engineering and Sections 286 Shell Base, and Class I Concrete of the FDOT Standards.

The required manpower, equipment, material, and any other items necessary to perform this task shall also be include in this pay item. The Contractor shall replace with similar materials in accordance with St. Lucie County Standards.

Replace driveways to match design elevations and materials of construction. Include all driveway surface restoration required for driveway replacement to match the existing driveway in this item. Swales or piping grades/flow lines are to be cleaned  $\pm 15$  feet each side, as appropriate.

Payment for **Driveway Crossing Cut and Restoration** shall be paid as EACH for conflicts #1 and #2 as a single item for one driveway on Easy Street. No payment for this item will be included for conflicts #3-#6.

### **Roadway Cut & Restoration**

The COUNTY allows open cut of the paved roadway only upon written approval. Please review the COUNTY permit conditions. The bid price for this item shall include, but not limited to, the requirements of the SLC pavement reconstruction detail and Sections 285 Shell Base, 300 Prime and Tack Coats for Base Courses, Class I Concrete of the FDOT Standards. The required manpower, equipment, material, and any other items necessary to perform this task shall also be include in this pay item. The Contractor shall provide temporary striping as required, approved by the Engineer, until such time that the permanent striping is placed. The Contractor shall perform the replacement with similar materials in accordance with St. Lucie County Standards and the project plan.

Payment for **Roadway Cut & Restoration** shall be paid as EACH for the work effort in conflicts #1 and #2 as a single item for one road cut on Cassia Drive. No payment for this item will be included for conflicts #3-#6.

### **Water Main Testing, Disinfection and Flushing**

The Contractor shall include bid pricing to meet the requirements of the PSLUSD Specifications for hydrostatic pressure testing, flushing and disinfection all new water mains. Disinfection will be by normal PSLUSD and AWWA requirements for the work associated with conflicts #1 and #2. Disinfection of the pipe used in conflicts #3 through #6 can be done by swabbing all material with disinfection solution prior to construction. Bacteriological sample points, paid for and installed by the contractor as part of this item, are required at several locations as shown on the plans. No bacteriological testing is to be provided by the contractor. PSLUSD will perform the sample collection and

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testing. Pressure testing will be by typical PSLUSD and AWWA requirements (2 hour minimum at 150 psi). The bid price for this item shall include, but not be limited to the labor, equipment and materials.

Payment shall be made on a LUMP SUM basis for the entire project.

### **Abandon Existing Water Main (Greater Than 2") - Grout & Cap**

The Contractor is required to grout, plug or cap ONLY abandoned water mains excavated as part of the project work. There is an abandoned water main at each cross street on Easy Street coming from the north side.

There is **no separate payment** for **Abandon Existing Water Main** as all work shall be paid as part of Water Main Relocations.

### **Shoulder Restoration**

The bid price for this item shall include, but not be limited to the requirements of Shoulder Rework of the Standard Specifications, Section 02800 of the SLC Technical Specifications (copy attached), as well as all labor, equipment, materials, and any other items necessary to perform the task. The removal and replacement of all signs, mailboxes as well as the maintenance of private and public landscaping including sod within the right-of-way shall be covered under this bid item. Also included in this item is any fertilizer and water needed. All disturbed areas shall be restored with sod matching the adjacent yard and covered with a good stand of grass upon acceptance of the project by PSLUSD. The Contractor will be responsible for repairing all washed-out and eroded areas and watering and mowing of the sod until such time as the project is accepted by PSLUSD.

Payment for **Shoulder Restoration** shall be paid as LUMP SUM item for the entire project.

### **As-Built Drawings**

The bid price for this item shall include, but not be limited to, all labor, materials, equipment, and any other incidentals necessary to perform the task specified herein. The Contractor is required to retain the service of a Professional Surveyor and Mapper licensed in the State of Florida to prepare the As-Built Drawings or Surveys in accordance with the City of PSLUSD Specifications. The PSLUSD requires that all As-Built information be referenced to NAVD 1988 vertical datum and must be completed and approved prior to the Contractors final inspection.

Payment for As-Built Drawings shall be on a LUMP SUM basis.

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**SECTION 02800  
RESTORATION OF SURFACE IMPROVEMENTS**

**PART 1 - GENERAL**

1.1 SECTION DESCRIPTION

- A. This section includes materials and installation standards and contractor responsibilities associated with the furnishing of all labor, materials, equipment and incidentals required to restore, complete, all existing surface improvements that have been affected by construction in accordance to these specifications. It shall be further understood the specific items depicted in Paragraph B, Section 1.1 are considered an integral part of restoration and all items shall be governed by time limits designated within the Contract Documents.
- B. The work includes, but is not limited to:
  - 1. Driveways
  - 2. Lawn Areas
  - 3. Trees and plants
  - 4. Roadways
  - 5. Irrigation Systems
  - 6. Roadway swales, swale liners, and ditches
  - 7. Drainage culverts and headwalls.
  - 8. Mail boxes
  - 9. Signage
  - 10. Pavement Striping
  - 11. Traffic Signalization Systems
  - 12. Hydro-seed
- C. Whenever reference is made to FDOT Specifications, it shall imply performance in accordance with "Florida Department of Transportation's Standard Specifications for Road and Bridge Construction", latest edition and Supplemental Edition as amended.

1.2 TEMPORARY RESTORATION

- A. The Contractor shall be aware and make provisions as necessary to provide temporary resurfacing if required by the governmental agency having jurisdiction for roadways, drives and/or sidewalks. If required, the Contractor will provide temporary resurfacing after final backfill over the open cut, for a period specified by the agency, prior to final roadway replacement. The Contractor shall provide temporary restoration within 48 hours of notification by the Engineer.

1.3 QUALITY ASSURANCE

- A. The work in this section shall conform to the St. Lucie County requirements and Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, hereafter called the FDOT Standard Specifications.

#### 1.4 COMPLAINTS

- A. The Engineer of Record shall record all complaints received from property owners that claim they were affected by the construction activities of the Contractor.
- B. The Contractor shall immediately, after notification, verbally or written, correct vehicular or pedestrian safety issues or other potentially hazardous situations as they occur.
- C. Complaints regarding sod, driveways, sprinkler systems, or other matters, damage shall be corrected within 5 days of notification.
- D. Mailboxes shall be corrected the same day of damage, so as to allow for delivery of mail. The Contractor is directed to conduct work activities so as to cause as minimal as possible interruption delivery of mail while working on any particular street.
- E. Information in the complaint document, as a minimum, will be the name of the property owner (or person making complaint), date, address, telephone number, complaint number, general description of complaint, and the required action for the Contractor.
- F. The Contractor is required, upon satisfaction of the complaint, to return to the Engineer a copy of the complaint form with the stated action taken, and if possible, the property owner's signature. Confirmation that the complaint has been addressed is required within 48 hours after satisfaction. Should the Engineer of Record not concur with the actions taken by the Contractor, or should additional action be required, the Contractor shall be notified immediately, and Contractor shall re-address until resolution.
- G. The Contractor is required to assign a complaint representative who shall monitor and shall cause a resolution of the complaint. The Contractor's representative shall work in unison with the Engineer's representative.

Complaints that are not satisfied within 15 days are subject to the following:

1. Owner will correct and deduct their cost actual from the next submitted monthly Pay Request.
2. Withhold appropriate funds from the monthly submitted Pay Request until the complaint is resolved.
3. Be issued a stop work order until satisfaction of complaints is made.

#### 1.5 CONTRACTOR REQUIREMENT

- A. The owner considers this water and sewer project to be resident and restoration

sensitive. The criteria established for the sequential construction work effort is specifically designed to minimize the disruption to the residential neighborhoods and insure that restoration efforts are performed in a timely manner. The contractor shall base his work schedule and construction activities on the following criteria:

1. The installation of the sewer main shall proceed the installation of the water main on any particular street, where water and sewer are to be installed. The intent of this requirement is specifically for any street to be completed with the utility installation prior to the disruption of the next street. The installation of the water main shall follow the installation of the sewer main prior to restoration efforts for the sewer main. Utility installation for purposes of this project is defined as excavation of water or sewer main, backfill and compaction including final ground dressing to allow for placement of sod material.
2. The distance between any sequential utility construction shall not exceed 2,500 linear feet. In areas where only the sewer main will be installed, restoration shall not be greater than 2500 LF behind the installation of same. Sequential construction is considered to be preparation for mainline placement (driveway and roadway bores/removal), mainline construction, and restoration efforts.
3. The driveway bore/push efforts shall not precede the pipe laying operation by more than 15 days in any one area. Primary jack and bore operations are excluded from this criteria.
4. The contractor shall achieve Substantial Completion of all work efforts within a Service Area prior to commencing construction efforts within the subsequent Service Area, unless identified and approved by the Owner, as outlined in the Contractor's Project Schedule.

## **PART 2 - PRODUCTS**

### 2.1 SOD

- A. The sod used for restoration shall match the existing in the area where the sod was removed for Utility installation.
- B. Sod shall be as specified within Section 981, FDOT Specifications.

### 2.2 TREES AND SHRUBS

- A. Existing trees and shrubs that are damaged by construction shall be replaced by trees and shrubs of equal type, quality, and size. All new trees and shrubs shall be sound, healthy, vigorous and free from defects, decay, disfiguring, bark abrasions, plant diseases, insect pests, their eggs or larvae. New trees and shrubs shall be approved by the Engineer of Record before placing.
- B. Trees and shrubs shall be as specified within Section 580, FDOT Specification.

### 2.3 HYDRO-SEEDING AND FERTILIZING

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- A. Seeding and fertilizing materials shall be as specified within Section 981, FDOT Specifications and fertilizing materials per Section 983.

## 2.4 WATER

- A. Water used in the grassing operations may be obtained from any approved spring, pond, lake, stream or municipal water system. The water shall be free of excess and harmful chemicals, acids, alkalis, or any substance which might be harmful to plant growth or obnoxious to traffic. Salt water shall not be used.

## 2.5 DRIVEWAYS

- A. Driveways shall be replaced with material of the same type and composition as the material removed. Contractor shall match existing finish as much as possible.
- B. Contractor shall replace all driveways in kind, in accordance with the Construction Drawings, these Specifications, or the St. Lucie County driveway standards, whichever are the most stringent.

Concrete: Driveways shall be a minimum of 4" thick for residential, a minimum 6" thick for commercial, Class I, 3,000 psi concrete with 10 x 10 gauge wire mesh and sub-grade shall be 6" and, or other approved material, compacted to 98% of ASHTO T99 maximum density. Fiber mesh is allowed in lieu of 10 x 10 wire mesh.

Asphalt: Driveways shall be 1" Type S-I Asphaltic Concrete over 6" compacted 1imerocWshellrock base.

- C. Rock/Shell: Driveways shall be same type of materials as existing, compacted to 98% of maximum density per AASHTO T-99. Rock/Shell depth shall be six inches, compacted depth.
- F. Driveways shall be 1 inch above the street elevation, with a footer. Driveway edges shall be parallel with street.

## 2.6 ASPHALTIC CONCRETE & PORTLAND CEMENT CONCRETE PAVEMENT.

- A. The standard technical specifications for pavement meet specifications as set forth in Sections 300 through 370 of the Florida Department of Transportation's Standard Specifications of Road and Bridge Construction, latest edition. Materials for these items shall meet the requirements in Sections 901, 902, 916, and 917, 921, 922, 923, 924, and 925 of the same specifications.

Special care shall be taken to prevent damage to pavement edges. When damaged, a 24 inch minimum area shall be saw cut and repaired prior to payment for the associated pipe line.

## 2.7 BASE COURSES (SUBBASE)

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- A. Technical specifications shall conform to Section 200 through 286 Florida Department of Transportation's Standard Specifications for Road and Bridge Construction.

## 2.8 INLETS, MANHOLES & JUNCTION BOXES

- A. All inlets, manholes & junction boxes required to be removed and replaced or modified for utility construction shall conform to Section 425, Florida Department of Transportation's Standard Specifications for Road and Bridge Construction, latest edition.
- B. Where roadways will be overlaid, all manholes, inlets, and valve box tops shall be raised to correspond with the finished grade. Raising of the structures shall be done in accordance to the City of Port St. Lucie and Utility Standards.

## 2.9 PIPE CULVERTS & STORM SEWERS

- A. All pipe culverts and storm sewers required to be removed and replaced or modified for utility construction shall conform to Section 430, Florida Department of Transportation's Standard Specifications for Road and Bridge Construction, latest edition. Culverts damaged by the Contractor shall be repaired or replaced, based on Engineer's direction, in accordance with time lines as established within the Contract Documents. Flow is to be maintained at all times

## 2.10 PORTLAND CEMENT CONCRETE

- A. The standard technical specifications for Portland Cement Concrete shall meet the specifications as set forth in Section 345 of the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction.
- B. Materials for Portland Cement Concrete shall meet the requirements in Sections 901, 902, 921, 923, and 924 of the same specifications.

## 2.11 CONCRETE CURB & GUTTER

- A. All curb and gutter required to be removed and replaced or modified for utility construction shall conform to Section 520 of the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction, or as specified in the project plans and details.

## 2.12 CONCRETE SIDEWALK

- A. All sidewalk required to be removed and replaced or modified for utility construction shall conform to Section 522 of the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction, or as specified in the project plans and details.

## 2.13 IRRIGATION SYSTEMS

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- A. All existing irrigation systems that are affected by utility construction shall be immediately repaired, replaced, etc., to a condition equal to or better than the condition prior to construction.

2.14 PAVEMENT STRIPING

- A. All pavements that are required to be restriped due to overlay, construction, etc., shall be striped in accordance with FDOT Specifications. Further, all striping shall be replaced with thermoplastic.

2.15 TRAFFIC SIGNALIZATION SYSTEMS

- A. All pavement areas that are required to be remove/replaced as a result of proposed construction and have existing traffic signalization systems in place shall be repair/reconstructed with same traffic signalization system repaired and/or reconstructed to a condition equal to that prior to construction.
- B. All signs removed during construction shall be replaced the same day. No streets to be without proper signage overnight.

2.16 ROADWAY SWALES, SWALE LINERS, AND DITCHES

- A. Swales and Ditches shall be repaired by placement of sod or hydro-seed within all disturbed areas of the swale or ditch, or other type repair work specifically required. Where hydro- seeding is permitted, a 1 foot wide strip of sod will be required adjacent to the edge of pavement, to reduce erosion, or as directed by Engineer. All residential and commercial lots shall receive sod, including 80 feet each side of the property line.
- B. Where existing plastic swale liners are damaged or affected by construction, liners shall be repaired, reconstructed or replaced to the same condition or better prior to construction, including the percent of slope. Existing liner material may be utilized for reconstruction if in a suitable condition. All other materials shall be in accordance to Port St. Lucie "Plastic Swale Liner Detail", attached to this section.

**PART 3 -EXECUTION**

3.1 GENERAL

- A. The Contractor shall be responsible for the removal, reconstruction, and/or replacement of all street and other miscellaneous signs, mailboxes, etc., necessary for the required construction. Each item will be replaced to its original condition, or better, and to the original location by the Contractor. The Contractor will not receive any direct payment for this removal or replacement. All costs associated with the removal and replacement should be included within other pay items of the Bid.
- B. The Contractor is to remove and replace all existing roadways, driveways,

sidewalks and curb/gutter sections as necessary or to the limits indicated with the construction drawings and Construction Standards for construction of other utility mains. All replacements shall consist of the same type of material as removed and constructed to the same condition or better than that removed. Regulatory traffic signs **must** be replaced prior to opening the area to traffic.

### 3.2 LANDSCAPING, SOD, HYDRO-SEED, AND FERTILIZER RESTORATION

- A. All hydro-seeding, sodding, and landscaping preparation, placement, maintenance, etc. shall conform to Sections 570, 575, and 580 of the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction, or as specified in the project plans, details, and specifications. In addition to the aforementioned, all sod used on Project site shall have no more than 10% foreign vegetation for the particular area requiring the placement.
- B. Regarding the warranty, the Contractor must provide (a) one (1) year warranty from date of final acceptance including coverage of plants from death or unhealthy conditions, and (b) replacement plants shall be of same size and species as specified, planted in the next growing season, with a new warranty commencing on date of replacement.
- C. Any lawn area affected by the required work shall be restored to a condition equal or better than the conditions existing before the commencement of work. Sod is required in all disturbed areas that have existing, maintained grass. Where sod shall be replaced, a true straight line shall be "cut in" to allow for the new sod to "butt-in" for uniform transition. All other disturbed areas shall be hydro-seeded. Conventional seed and mulch is not allowed. Sod shall be placed below the edge of pavement to 1 inch to allow drainage run-off the pavement.
- D. Maintenance
  - 1. Contractor shall, at his expense, maintain the planted areas in a satisfactory condition until final acceptance of the project. Such maintenance shall include watering, filling, leveling, replacing, and repairing of any washed or eroded areas as may be necessary.
  - 2. Contractor may request an Early Release for sodded and hydro-seeded areas. Contractor must obtain written approval for Early Release from Engineer of Record to be binding, and request same in writing to the Engineer, or Project Construction Manager.

### 3.3 DRIVEWAYS

- A. Driveways shall be replaced in accordance to the Construction Standards and these specifications. Shall the local government have requirements more stringent than these shown, then local requirements shall be followed.
- B. Driveways shall be replaced within three (3) days after removal. During the

three (3) day period, the Contractor shall place bearing material sufficient to access by the resident or commercial establishment.

### 3.4 PAVEMENT REPLACEMENT

- A. Asphalt pavement shall be removed by saw cutting on a straight line with edges as vertical as possible. Concrete pavement or asphalt surfaced concrete shall be removed by cutting with a concrete saw in as straight a line and vertically as possible.
- B. Prior to replacing concrete or asphalt pavement, a subbase and base course corresponding to the required materials and thicknesses specified on the Construction Drawings shall be installed.
- C. Non-asphalt pavement replacement shall be replaced of like material and thickness in accordance to the Construction Drawings. Asphalt or built-up asphalt pavement replacement shall be replaced with like material or concrete as directed by the Engineer. Where asphalt or built-up asphalt pavement is replaced by concrete, the concrete shall have a minimum of 6-inches in thickness and be reinforced with 6 by 6 No. 10 gage welded wire fabric or as specified within the construction drawings. Where the pavement replacement is of like material, it shall be replaced in thickness equal to or better than that existing at the time of removal.
- D. Road cuts shall be repaired with a temporary coquina patch the same day as cut and maintained for a period of no more than ten (10) days prior to placing the final pavement replacement. The road section shall be maintained daily so as to ensure no depressions are present, and shall be maintained flush with adjacent road section.

### 3.5 CURB REMOVAL AND REPLACEMENT

- A. Curb removal and replacement required in the construction of this work shall be done by the Contractor. Reasonable care shall be exercised in removing the curb, saw cutting curb is required to obtain a vertical roughened surface without spalling fractures, and the Contractor shall either stockpile or dispose of this material in an approved suitable fashion. Curb shall be replaced of like material and design in a manner and condition equal to or better than that existing at the time of removal. It shall be the Contractor's responsibility to verify existing curb/gutter grades and place the new curb/gutter to these same grades.

### 3.6 CONCRETE SIDEWALK

- A. Concrete sidewalk shall be removed by saw cutting on a straight line with edges as vertical as possible. The new sidewalk segments shall match the existing sidewalk as to width, thickness, and elevation, and have a medium broom finish.
- B. Expansion joints between the sidewalk and the curb or driveway, or at fixed objects and sidewalk intersections, shall be 1/2-inch joints formed with a

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preformed joint filler.

### 3.7 ROADSIDE SWALES AND DITCHES

- A. During a construction activity, the Contractor will not impede or interfere with the City's drainage system. All swales and ditches will be restored to their original grade and condition that was existing, prior to beginning of construction.
- B. Contractor shall be responsible for implementing siltation control by use of silt barriers or hay bales during construction.
- C. Major outfall areas will receive silt screens prior to construction.

### 3.8 COMPLAINT MONITORING

- A. Contractor shall adhere to the requirements as specified in 1.4 of this section.

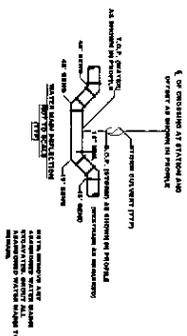
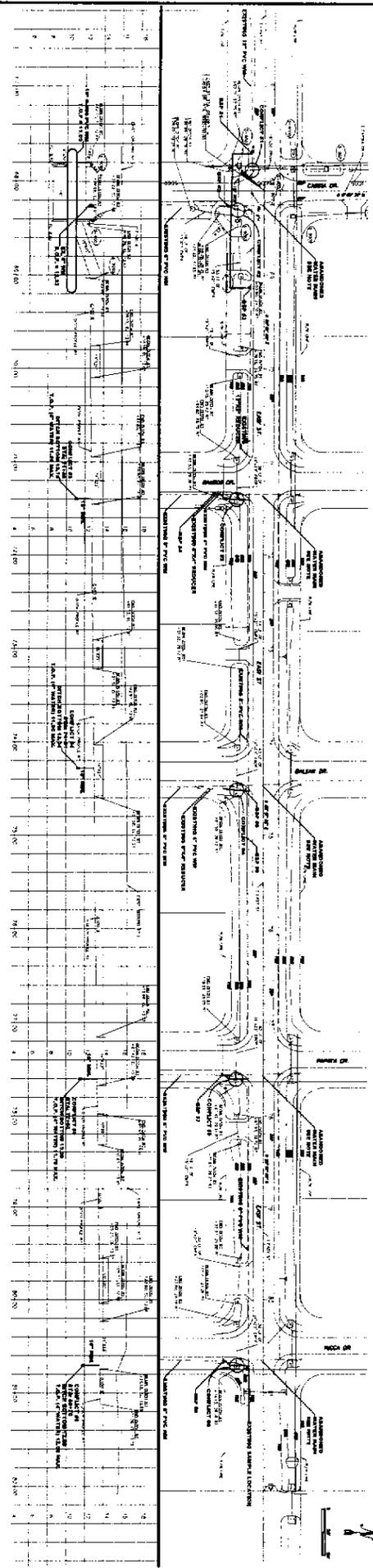
### **END OF SECTION**

Other documents associated with this Addendum that also must be acknowledged on the E-Bid Reply Sheet #20120042:

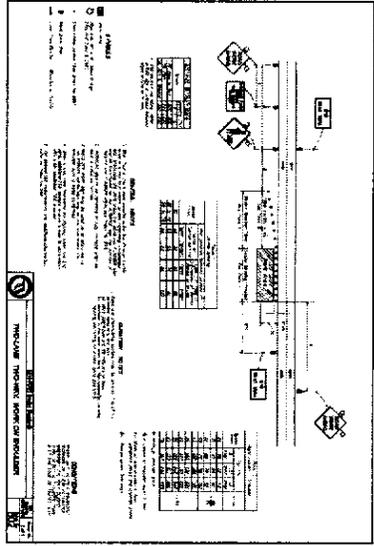
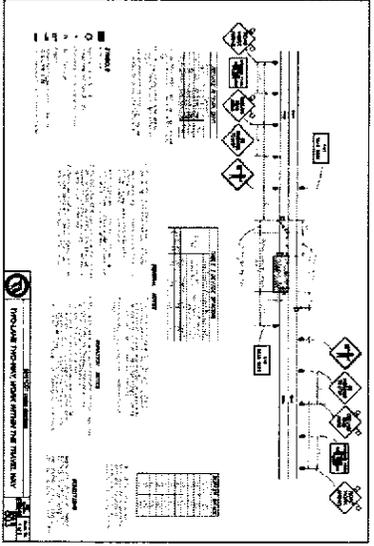
- Addendum #9A - Revised Construction Plans, pages 1 - 3.

Instructions to Bidder:

Each bidder **MUST** acknowledge receipt of any addenda on the Bid Reply Sheet #20120042 in order to have his/her bid or proposal to be accepted.



**NOTES:**  
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS, EDITION 2004, AS AMENDED BY THE CITY OF PORT ST. LUCIE, FLORIDA, AND THE STATE OF FLORIDA, EDITION 2004, AS AMENDED BY THE BOARD OF COUNTY COMMISSIONERS, PORT ST. LUCIE, FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS, PALM BEACH COUNTY, FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS, ST. LUCIE COUNTY, FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS, DUNEDIN, FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS, PALM BEACH COUNTY, FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS, ST. LUCIE COUNTY, FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS, PALM BEACH COUNTY, FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS, ST. LUCIE COUNTY, FLORIDA.



**1. General Notes:**  
 A. The contractor shall be responsible for obtaining all necessary permits from the appropriate authorities.  
 B. The contractor shall be responsible for protecting all existing utilities and structures.  
 C. The contractor shall be responsible for maintaining traffic flow during construction.  
 D. The contractor shall be responsible for maintaining access to adjacent properties.  
 E. The contractor shall be responsible for maintaining the safety of the work area.  
 F. The contractor shall be responsible for maintaining the quality of the work.  
 G. The contractor shall be responsible for maintaining the schedule of the project.  
 H. The contractor shall be responsible for maintaining the budget of the project.  
 I. The contractor shall be responsible for maintaining the communication with the owner and the design team.  
 J. The contractor shall be responsible for maintaining the records of the project.

**2. Materials and Methods:**  
 A. The contractor shall use the materials and methods specified in the drawings and specifications.  
 B. The contractor shall use the materials and methods specified in the drawings and specifications.  
 C. The contractor shall use the materials and methods specified in the drawings and specifications.  
 D. The contractor shall use the materials and methods specified in the drawings and specifications.  
 E. The contractor shall use the materials and methods specified in the drawings and specifications.  
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 I. The contractor shall use the materials and methods specified in the drawings and specifications.  
 J. The contractor shall use the materials and methods specified in the drawings and specifications.

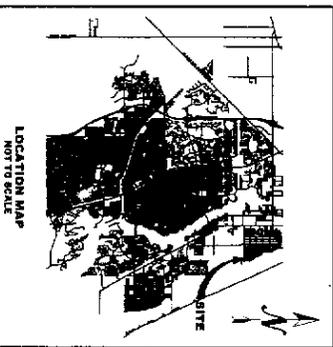
**3. Construction Schedule:**  
 A. The contractor shall complete the work within the schedule of time specified in the drawings and specifications.  
 B. The contractor shall complete the work within the schedule of time specified in the drawings and specifications.  
 C. The contractor shall complete the work within the schedule of time specified in the drawings and specifications.  
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 G. The contractor shall complete the work within the schedule of time specified in the drawings and specifications.  
 H. The contractor shall complete the work within the schedule of time specified in the drawings and specifications.  
 I. The contractor shall complete the work within the schedule of time specified in the drawings and specifications.  
 J. The contractor shall complete the work within the schedule of time specified in the drawings and specifications.

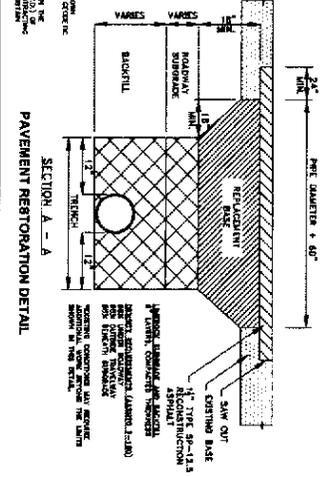
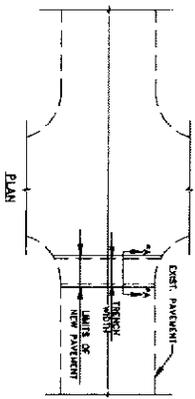
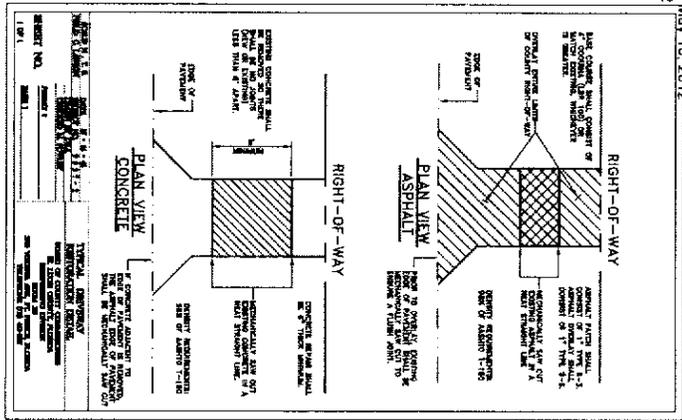
**4. Safety:**  
 A. The contractor shall maintain the safety of the work area at all times.  
 B. The contractor shall maintain the safety of the work area at all times.  
 C. The contractor shall maintain the safety of the work area at all times.  
 D. The contractor shall maintain the safety of the work area at all times.  
 E. The contractor shall maintain the safety of the work area at all times.  
 F. The contractor shall maintain the safety of the work area at all times.  
 G. The contractor shall maintain the safety of the work area at all times.  
 H. The contractor shall maintain the safety of the work area at all times.  
 I. The contractor shall maintain the safety of the work area at all times.  
 J. The contractor shall maintain the safety of the work area at all times.

**5. Quality Control:**  
 A. The contractor shall maintain the quality of the work at all times.  
 B. The contractor shall maintain the quality of the work at all times.  
 C. The contractor shall maintain the quality of the work at all times.  
 D. The contractor shall maintain the quality of the work at all times.  
 E. The contractor shall maintain the quality of the work at all times.  
 F. The contractor shall maintain the quality of the work at all times.  
 G. The contractor shall maintain the quality of the work at all times.  
 H. The contractor shall maintain the quality of the work at all times.  
 I. The contractor shall maintain the quality of the work at all times.  
 J. The contractor shall maintain the quality of the work at all times.

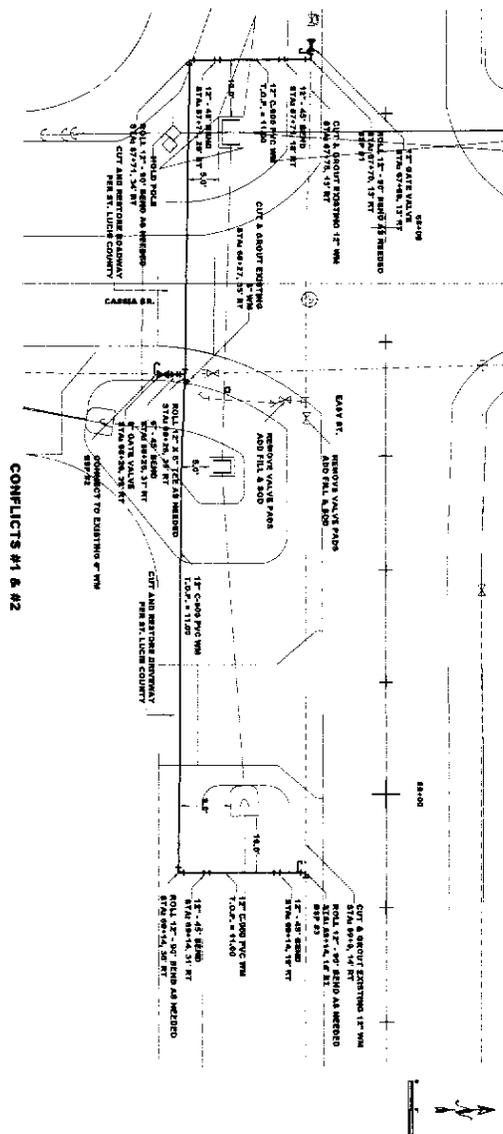
**6. Environmental Protection:**  
 A. The contractor shall protect the environment at all times.  
 B. The contractor shall protect the environment at all times.  
 C. The contractor shall protect the environment at all times.  
 D. The contractor shall protect the environment at all times.  
 E. The contractor shall protect the environment at all times.  
 F. The contractor shall protect the environment at all times.  
 G. The contractor shall protect the environment at all times.  
 H. The contractor shall protect the environment at all times.  
 I. The contractor shall protect the environment at all times.  
 J. The contractor shall protect the environment at all times.

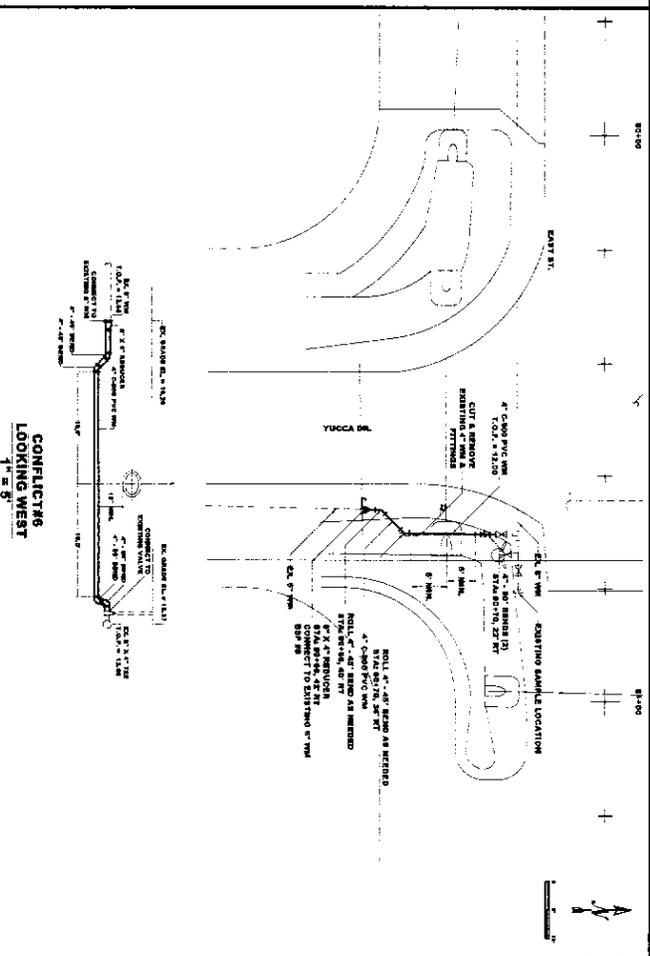
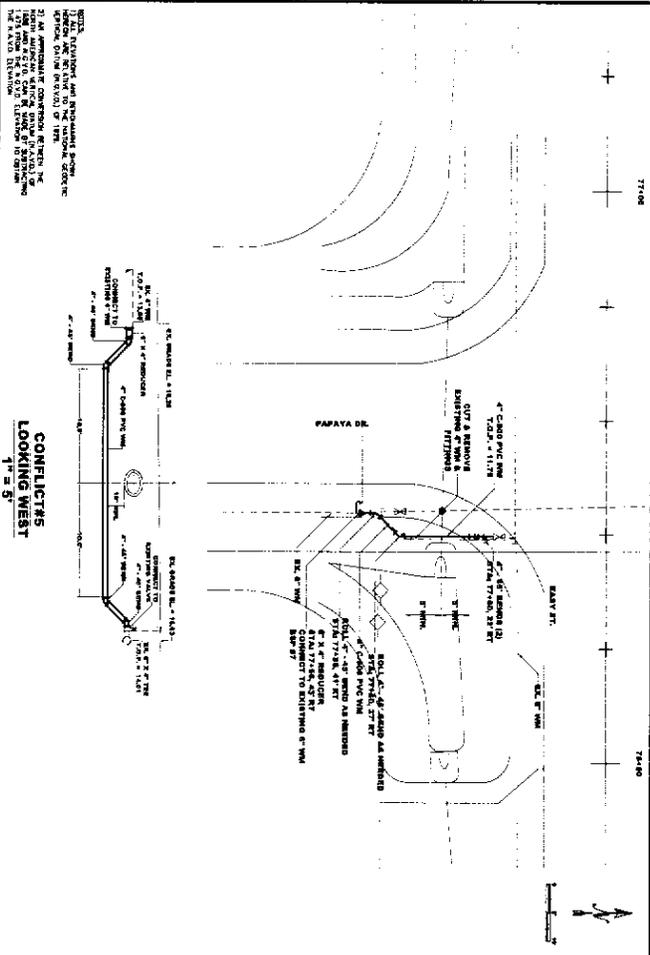
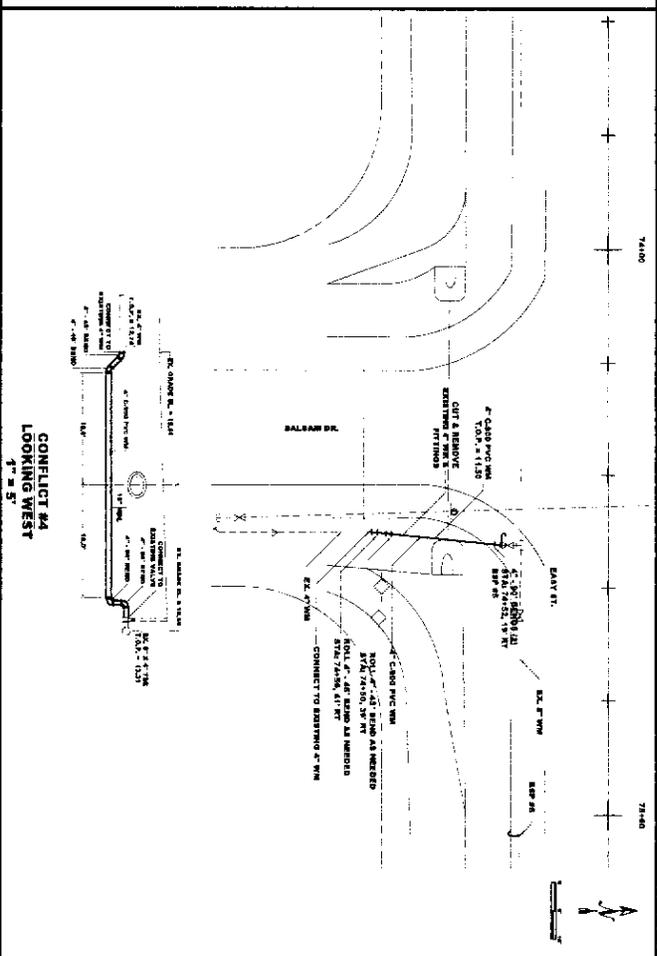
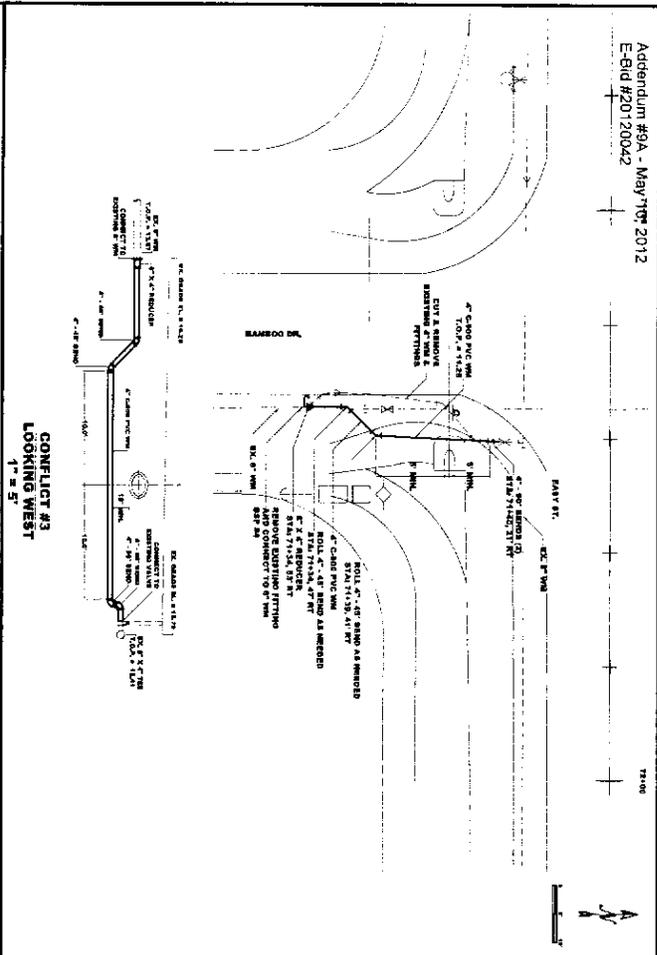
**7. Other:**  
 A. The contractor shall comply with all applicable laws and regulations.  
 B. The contractor shall comply with all applicable laws and regulations.  
 C. The contractor shall comply with all applicable laws and regulations.  
 D. The contractor shall comply with all applicable laws and regulations.  
 E. The contractor shall comply with all applicable laws and regulations.  
 F. The contractor shall comply with all applicable laws and regulations.  
 G. The contractor shall comply with all applicable laws and regulations.  
 H. The contractor shall comply with all applicable laws and regulations.  
 I. The contractor shall comply with all applicable laws and regulations.  
 J. The contractor shall comply with all applicable laws and regulations.





NOTES:  
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS, EDITION 2003, AS AMENDED.  
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES.  
 3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.  
 4. ALL UTILITIES SHALL BE PROTECTED AND MARKED PRIOR TO CONSTRUCTION.  
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL UTILITIES TO ORIGINAL OR BETTER CONDITION.  
 6. ALL MATERIALS SHALL BE TESTED AND APPROVED BY THE ENGINEER PRIOR TO INSTALLATION.  
 7. THE CONTRACTOR SHALL MAINTAIN ADEQUATE TRAFFIC CONTROL THROUGHOUT THE PROJECT.  
 8. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.  
 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES.  
 10. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.





NOTES:  
 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES.  
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES.  
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES.  
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES.  
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES.

**CONFLICT #5  
 LOOKING WEST  
 1" = 5'**

**CONFLICT #6  
 LOOKING WEST  
 1" = 5'**

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## E-Bid Documents

- Agenda for the Pre Bid Meeting
- CD recording of the Meeting
- Sign In Sheet from the Meeting

# AGENDA

**Pre-Bid Conference  
E-Bid #20120042  
Water Main Relocations - South Side of Easy Street  
March 29, 2012 at 2:00 pm**

This meeting is being recorded. During the question & answer period please clearly state your name and firm you are associated with before asking your questions. Thank you.

1. Sign-In Sheet
2. Introduction of key personnel
3. **Reminder**: Bid opening date is April 13, 2012 at 3:00 pm

**All Bids are to be submitted electronically. No hard copies will be accepted.**

**No Bid will be accepted after that date and time.**

4. Review of Specifications requirements:
  - 5% Bid bond is required. This is to be scanned and uploaded and submitted with the required documents. Immediately after the opening, the Bid Bond is to be mailed to the City. If the **original** Bid Bond is not received within 3 days after the opening, the bid will be null & void.
  - Last date for questions is April 5, 2012. All questions must be submitted in writing to Robyn Holder at [rholder@cityofpsl.com](mailto:rholder@cityofpsl.com).

The bid reply is an electronic spread sheet that is already formatted with formulas. Please submit on the electronic bid sheet only. Hand written sheets should not be submitted.

An Addendum will be issued after this meeting with all the questions and comments listed.

5. Turn over to: Laney Southerly from the Utilities Department.
6. Additional questions from Prospective Bidders.
7. Adjourn

Pre Bid Meeting  
 E-BID #20120042  
 Water Main Relocations - South Side of Easy Street  
 March 29, 2012 @ 2:00 pm

	Name (Please <u>PRINT</u> legibly)	Company Name	E-Mail Address	Telephone # & FAX #
1.	Robyn Holder	City of PSC-OMB	holdercityofpsc.com	T 344-4293
2.	Eric Mc Kendrick	MWI Pumps	Eric.M@MWIcorp.com	F 871-7337
3.	Aaron Hopkins	Felix Assoc. of FLA, Inc.	BILLER@FELIXASSOCIATES.NET	T 772-321-0493 F 772-770-1096
4.	Steve Bush	Melvin Bush Const.	Melvin Bush Const @ Bullsouth.NET	T 772-336-0622 F 772-336-0488
5.	Vickie Smith	PSL-OMB		T F
6.	LANEY SOUTHERLY	PSL Utility Systems	LSoutherly@cityofpsl.com	T 772-873-6442 F 772-871-7605
7.				T F
8.				T

---

## E-Bid Documents

- E-Bid Tabulation Report
- Sign in Sheet from the opening

### Bid Reply for the Awarded Contractor:

1. Melvin Bush Construction, Inc.

### Bid Replies from Contractors not awarded the project:

1. Felix Associates of Florida, Inc.
2. Intercounty Engineering, Inc.

**E-Bid #20120042 Tabulation Report**  
**E-Bid Reply Excel Spreadsheet**  
**Water Main Relocations - South Side of Easy Street**  
**Opened: May 17, 2012 @ 4:30 PM**

	Quantity	Unit	Melvin Bush Construction		Felix Associates		Non-Responsive	
			Unit Price	Total	Unit Price	Total	Unit Price	Total
1 Mobilization	1	LS	\$ 2,800.00	\$ 2,800.00	\$ 12,422.00	\$ 12,422.00	\$ 1,940.00	\$ 1,940.00
2 Preconstruction Video	1	LS	\$ 550.00	\$ 550.00	\$ 700.00	\$ 700.00	\$ 1,930.00	\$ 1,930.00
3 Construction Stakeout	1	LS	\$ 880.00	\$ 880.00	\$ 1,510.00	\$ 1,510.00	\$ 2,800.00	\$ 2,800.00
4 Maintenance Of Traffic	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 3,880.00	\$ 3,880.00	\$ 2,000.00	\$ 2,000.00
5 PVC Water Main Relocation - Conflict #1 & #2, Complete	1	EACH	\$ 23,214.00	\$ 23,214.00	\$ 26,655.00	\$ 26,655.00	\$ 20,000.00	\$ 20,000.00
6 PVC Water Main Relocation - Conflict #3, Complete	1	EACH	\$ 4,801.00	\$ 4,801.00	\$ 4,302.00	\$ 4,302.00	\$ 5,300.00	\$ 5,300.00
7 PVC Water Main Relocation - Conflict #4, Complete	1	EACH	\$ 4,445.00	\$ 4,445.00	\$ 4,161.00	\$ 4,161.00	\$ 7,400.00	\$ 7,400.00
8 PVC Water Main Relocation - Conflict #5, Complete	1	EACH	\$ 4,550.00	\$ 4,550.00	\$ 4,285.00	\$ 4,285.00	\$ 7,400.00	\$ 7,400.00
9 PVC Water Main Relocation - Conflict #6, Complete	1	EACH	\$ 4,567.00	\$ 4,567.00	\$ 4,302.00	\$ 4,302.00	\$ 7,300.00	\$ 7,300.00
10 Driveway Cut & Restoration	1	EACH	\$ 900.00	\$ 900.00	\$ 2,400.00	\$ 2,400.00	\$ 2,250.00	\$ 2,250.00
11 Roadway Cut & Restoration	1	EACH	\$ 4,200.00	\$ 4,200.00	\$ 3,100.00	\$ 3,100.00	\$ 8,400.00	\$ 8,400.00
12 Disinfection, flushing, and testing	1	LS	\$ 750.00	\$ 750.00	\$ 3,092.00	\$ 3,092.00	\$ 1,660.00	\$ 1,660.00
13 Shoulder Restoration	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 4,828.00	\$ 4,828.00	\$ 7,400.00	\$ 7,400.00
14 As-Builts	1	LS	\$ 1,650.00	\$ 1,650.00	\$ 1,200.00	\$ 1,200.00	\$ 2,900.00	\$ 2,900.00
15 Indemnification Fee	1	LS	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
<b>TOTAL</b>				\$ 55,817.00		\$ 76,847.00		\$ 78,690.00
1 Submitted original Bid Bond within 3 days.			Yes	Yes	Yes	Yes	No	No
2 Submitted Trench Safety form.			Yes	Yes	Yes	Yes	No	No
3 Acknowledged all Addenda.			Yes	Yes	Yes	Yes	Yes	Yes
4 Submitted Drug Free form.			Yes	Yes	Yes	Yes	Yes	Yes
5 Copy of Insurance.			Yes	Yes	Yes	Yes	Yes	Yes
6 Copy of License.			Yes	Yes	Yes	Yes	Yes	Yes
7 Number of calendar days.				25		30		30

**E-Bid Opening**  
**E-BID #20120042**  
**Water Main Relocations - South Side of Easy Street**  
**May 17, 2012 @ 4:30 pm**

	Name (Please <u>PRINT</u> legibly)	Company Name	E-Mail Address	Telephone # & FAX #
1.	Robyn Holder	City of PSL-OMB	Rholder@cityofpsl.com	T 871-5223
2.	BEU BAUMIER	FELIX ASSOCIATES OF FLA., Inc.	bbawmiera@felix associates.net	F 871-7337 T 772.220.2722 F 772.220.2728
3.	Steve Bush	Mel Bush Const.	Steve@MBC-Inc.com	T 772-336-0023 F 772-336-0488
4.				T
5.				F
6.				T
7.				F
8.				T

**E-Bid Reply Sheet #20120042**

**Water Main Relocations - South Side of Easy Street in Indian River Estates**

1. **COMPANY NAME:** Melvin Bush Construction, Inc

DIVISION OF: \_\_\_\_\_

PHYSICAL ADDRESS: 2748 SW Casella Street

MAILING ADDRESS: 2748 SW Casella Street

CITY, STATE, ZIP CODE: Port St. Lucie, FL 34953

TELEPHONE NUMBER: ( 772 ) 336-0623 FAX NO. ( 772 ) 336-0488

CONTACT PERSON: Melvin Bush E-MAIL: Melvinbushconstr@bellsouth.net

2. **ORGANIZATIONAL PROFILE:** (complete all appropriate information)

Is the firm incorporated? Yes--No If yes, in what state? Florida

Melvin Bush  
President

Johanne Bush  
Vice President

Melvin Bush  
Treasurer

How long in present business: 23 yrs How long at present location: 18 yrs

Is firm a minority business: Yes--No; Does firm have a drug-free workplace program: Yes--No  
If no, is your company planning to implement such a program? \_\_\_\_\_

3. **ADDENDUM ACKNOWLEDGMENT** - Bidder acknowledges that the following addenda have been received and are included in its proposal/bid:

Addendum Number	Date Issued
1	3/15/12
2	3/19/12
3	3/29/12
4	4/02/12

5	4/12/12	7	5/01/12	7C	5/01/12	9A	5/10/12
5A	4/12/12	7A	5/01/12	8	5/08/12		
6	4/24/12	7B	5/01/12	9	5/10/12		

4. **VENDOR'S LIST** – If your company offers commodities other than the one specified for this bid, and you wish to be put on the vendor's list, please contact Onvia.com at (800) 711-1712. Bid Tabulation Reports are advertised on the City's Web Site at www.Cityofpsl.com.

**5. BID RESPONSE:**

5.1 Bidder will / will not accept the Purchasing Card (Visa).  
(please circle one)

5.2 Percentage of discount when payment is made with Visa: N/A - 0 %

5.3 Bid Reply Sheet Total from Schedule "A": \$ 55,817.00

5.4 Bidder may offer to the City a project completion date of less than thirty (30) calendar days. All offers less than thirty (30) calendar days may be a consideration for award. Offers for more than thirty (30) calendar days may be cause for the bid to be deemed non-responsive.

25 Calendar days

Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item offered shall be shown, and such price shall include all labor, materials, equipment and warranties unless otherwise specified. A total shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will be presumed correct.

**6. LIST OF SUBCONTRACTORS:**

Melvin Bush Construction, Inc will perform the work with our own crew's  
with the exception of subcontracting the Pavement Markings to True Lines, Inc

(Add lines if necessary)

**7. INSURANCE CERTIFICATES LICENSE** - Bidders are required, in accordance with Section 5, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain. Bidders are required to submit all licenses and certifications required to perform this project.

**8. COMPLETION OF FORM** - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals and bid guarantees for a period not to exceed ninety (90 days) after the date of the bid opening stated in the Invitation to Bid before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the bid.

**9. CONTRACT** - Bidder agrees to comply with all requirements stated in the specifications for this bid.

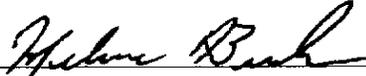
**10. CERTIFICATION**

This bid is submitted by: Name (print) Melvin Bush who is an officer of the above firm duly authorized to sign bids and enter into Contracts. I certify that this bid is made without prior understanding, Contract, or connection with any corporation, firm, or person submitting a bid for the same

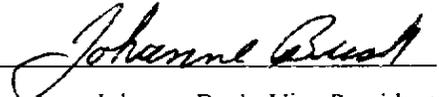
Water Main Relocations - South Side of Easy Street  
materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid.

      5/17/2012  
Signature      Date

**11. Bidder has read and accepts the terms and conditions of the City's standard Contract:**

      President  
Signature      Title

If a corporation renders this Bid, the corporate seal attested by the secretary shall be affixed below. Any agent signing this Bid shall attach to this form evidence of legal authority.

  
Johanne Bush, Vice President

*Balance of page left intentionally blank*

**Reference Use Only- Use E-Bid Reply Excel Spreadsheet To Bid**

<b>Line Item #</b>	<b>Item Description</b>	<b>Unit Quantity</b>	
1	Mobilization	1.00	LS
2	Preconstruction Video	1.00	LS
3	Construction Stakeout	1.00	LS
4	Maintenance of Traffic	1.00	LS
5	4" PVC Water Main Vertical Deflection, Complete	2.00	EA
6	6" PVC Water Main Vertical Deflection, Complete	3.00	EA
7	12" PVC Water Main Vertical Deflection, Complete	1.00	EA
8	Roadway Cut & Restoration	4.00	EA
9	Disinfection, flushing, testing & pigging	1.00	LS
10	Shoulder Restoration	1.00	LS
11	As-Builts	1.00	LS
12	Indemnification Fee	1.00	LS

NOTES:

1. Contractor shall furnish and install bid items 1 through 12 for a complete and operational system in accordance with the Contract Documents.
2. The City reserves the right to award the bid items listed above in their entirety or partially. In the event that a partial list is awarded the City reserves the right to adjust the total bid amount by deducting out those items not included in the award.

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**E-Bid #20120042**  
**E-Bid Reply Excel Spreadsheet**  
**Water Main Relocations - South Side of Easy Street**  
**Addendum #7C - May 1, 2012**

Company  $\uparrow$  Melvin Bush Construction, Inc

	Quantity	Unit	Unit Price	Total
1 Mobilization	1	LS	\$ 2,800.00	\$ 2,800.00
2 Preconstruction Video	1	LS	\$ 550.00	\$ 550.00
3 Construction Stakeout	1	LS	\$ 880.00	\$ 880.00
4 Maintenance Of Traffic	1	LS	\$ 1,500.00	\$ 1,500.00
5 PVC Water Main Relocation - Conflict #1 & #2, Complete	1	EACH	\$ 23,214.00	\$ 23,214.00
6 PVC Water Main Relocation - Conflict #3, Complete	1	EACH	\$ 4,801.00	\$ 4,801.00
7 PVC Water Main Relocation - Conflict #4, Complete	1	EACH	\$ 4,445.00	\$ 4,445.00
8 PVC Water Main Relocation - Conflict #5, Complete	1	EACH	\$ 4,550.00	\$ 4,550.00
9 PVC Water Main Relocation - Conflict #6, Complete	1	EACH	\$ 4,567.00	\$ 4,567.00
10 Driveway Cut & Restoration	1	EACH	\$ 900.00	\$ 900.00
11 Roadway Cut & Restoration	1	EACH	\$ 4,200.00	\$ 4,200.00
12 Disinfection, flushing, and testing	1	LS	\$ 750.00	\$ 750.00
13 Shoulder Restoration	1	LS	\$ 1,000.00	\$ 1,000.00
14 As-Builts	1	LS	\$ 1,650.00	\$ 1,650.00
15 Indemnification Fee	1	LS	\$ 10.00	\$ 10.00
<b>TOTAL</b>				\$ 55,817.00

Melvin Bush Construction, Inc  
2748 SW Casella Street  
Port St. Lucie, FL 34953  
Ph (772) 336-0623 / Fax (772) 336-0488

Bid Number City of Port St. Lucie  
20120042  
Bid Name Water Main Relocation - South Side of Easy Street in Indian River Estates

### Subcontractor List

<u>Sub-Contractor</u>	<u>Description</u>	<u>Minority Status</u>
1 True Lines, Inc 2201 SE Indian Street C-1 Stuart, FL 34997 Ph (772) 349-4669 / Fax (772) 219-0940	Pavement Markings	Certified Minority Business Enterprise? <u>NO</u>

FORMS

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Name: Water Main Relocations - South Side of Easy Street in Indian River Estates

Project Location: Port St. Lucie, Florida

Project Number 20120042

Project Location: South Side of Easy Street area in Indian River Estates, St. Lucie County, Florida

**Instructions:**

Chapter 90-96 of the Laws of Florida requires all Contractors' engaged by The City of Port St. Lucie, Florida to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective Contractor's are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

**Certification**

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

Five Hundred Dollars \$500.00  
(Written) (Figures)

3. The amount listed above has been included within the Base Bid.

Certified: Melvin Bush Construction, Inc  
(Company-Contractor)

By: *Melvin Bush*  
(President's Signature) Melvin Bush, President  
(President's Typed or Printed Name)

Sworn to and subscribed before me in St. Lucie County, Florida on the 17<sup>th</sup> day of May, 2012.

*Mary E. Oehler*  
NOTARY PUBLIC STATE OF FLORIDA  
Mary E. Oehler  
Commission # DD802112  
Expires: AUG. 14, 2012  
BONDED THRU ATLANTIC BONDING CO., INC.

FORMS

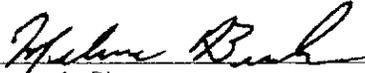
**DRUG FREE WORKPLACE FORM**

The undersigned Contractor in accordance with Florida Statutes, Section 287.087 hereby certifies that       
Melvin Bush Construction, Inc 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, 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 proposed 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 or of any controlled substance law of the United States or any states, for a violation occurring in the workplace no later than five 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 this section.

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

  
Contractor's Signature

5/17/2012  
Date



AC# 4987240

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L10060701119

DATE	BATCH NUMBER	LICENSE NBR
06/07/2010	090467452	CUC1223819

The UNDERGROUND UTILITY & EXCAVATION CO  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2012

BUSH, MELVIN A  
MELVIN BUSH CONSTRUCTION INC  
2748 SW CASELLA STREET  
PORT SAINT LUCIE FL 34953

CHARLIE CRIST  
GOVERNOR

CHARLIE LIEM  
INTERIM SECRETARY

DISPLAY AS REQUIRED BY LAW

2011 / 2012

ST. LUCIE COUNTY LOCAL BUSINESS TAX RECEIPT

RECEIPT # 1799-00902146

BOB DAVIS, CPA, CGFO, CFC, ST. LUCIE COUNTY TAX COLLECTOR

EXPIRES SEPTEMBER 30, 2012

FACILITIES OR MACHINES / ROOMS SEATS EMPLOYEES 30

TYPE OF BUSINESS 1799 MISC/SPECIALTY CONTRACTOR (UNDERGROUND UTILITIES)

BUSINESS/ Melvin A Bush

DBA NAME Melvin Bush Construction Inc

MAILING ADDRESS Melvin Bush  
Melvin A Bush

2748 Casella St  
Port St Lucie, FL 34952

BUSINESS LOCATION 2748 Casella Street

Port St Lucie, FL 34952

City of Pt St Lucie



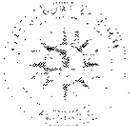
RENEWAL ORIGINAL TAX \$27.55  
PENALTY  
COLLECTION COST  
TOTAL \$27.55

RU 0054441

NONEXEMPT

Paid 07/25/2011 27.55

0033-20110725-002084



CITY OF PORT ST LUCIE LOCAL BUSINESS TAX RECEIPT

TERM: October 1, 2011 to September 30, 2012

RECEIPT FOR TAX PAID ONLY  
THIS RECEIPT DOES NOT GIVE HOLDER  
THE AUTHORITY TO OPEN THIS BUSINESS  
WITHOUT MEETING ALL STATE AND LOCAL  
TAXING REQUIREMENTS

Business Address: 2748 SE CASELLA ST  
Classification: CONT CONTRACTOR  
Issued to: MELVIN BUSH CONSTRUCTION INC  
2748 SE CASELLA ST  
PORT ST LUCIE FL 34953

Business Tax 102271 / 12-1013249  
Fee: 127.63  
Discount: 0.00

*Mary B. Masten*

LOCAL BUSINESS TAX RECEIPT CIT 3213 PORT 030 LUCIE Ywhite

Fees: 127.63 Late Fees: 0.00 Total this payment: 127.63

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type  
 See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>Melvin Bush Construction, Inc</b>	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ _____	
Address (number, street, and apt. or suite no.) <b>2748 SW Casella Street</b>	Requester's name and address (optional) <b>City of Port St. Lucie</b>
City, state, and ZIP code <b>Port St. Lucie, FL 34953</b>	<b>121 SW Port St. Lucie Blvd</b> <b>Port St. Lucie, FL 34984</b>
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									
5	9	-	2	9	5	0	6	2	0

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>5/17/2012</b>
------------------	----------------------------	-------------------------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Melvin Bush Construction, Inc.
Port St. Lucie, Florida
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and Fidelity and Deposit Company of Maryland
1400 American Lane, Schaumburg, Illinois 60196
(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of Maryland
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Port St. Lucie
121 SW Port St. Lucie Blvd., Port St. Lucie, Florida 34984
(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of Five Per Cent of the Bid Amount
Dollars (\$ 5% of Bid ),

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
(Here insert full name, address and description of project)

Water Main Relocations South Side of Easy Street
Indian River Estates, Bid # 20120042

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 material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty
hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract
with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain
in full force and effect.

Signed and sealed this 13th day of April 2012.

Mary Wilson (Witness)
Melvin Bush Construction, Inc. (Principal) (Seal)
Melvin Bush (Title)

JoAnn H. Bebout (Witness)
Fidelity and Deposit Company of Maryland (Surety) (Seal)

Joseph D. Johnson, Jr (Title) Attorney-in-Fact
Florida Resident Agent

**Power of Attorney  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Francis T. O'REARDON, Todd L. JOHNSON, Joseph D. JOHNSON, JR. and Joseph D. JOHNSON, III, all of Orlando, Florida, EACH** its true and lawful agent and Attorney-in-Fact to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md, in their own proper persons. This power of attorney revokes that issued on behalf of Francis T. O'REARDON, Todd L. JOHNSON, Joseph D. JOHNSON, JR., dated March 12, 2009.

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

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 2nd day of November, A.D. 2011.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Eric D. Barnes*

Eric D. Barnes Assistant Secretary

*Frank E. Martin Jr.*

By: Frank E. Martin Jr. Vice President

State of Maryland }  
City of Baltimore } ss:

On this 2nd day of November, A.D. 2011, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

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



*Constance A. Dunn*

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

**EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

**CERTIFICATE**

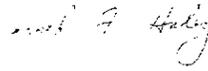
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, 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 13<sup>th</sup> day of April, 2012.

  
Assistant Secretary

**E-Bid #20120042**  
**E-Bid Reply Excel Spreadsheet**  
**Water Main Relocations - South Side of Easy Street**  
**Addendum #7C - May 1, 2012**

Company Name Melvin Bush Construction, Inc

		Quantity	Unit	Unit Price	Total
1	Mobilization	1	LS	\$ 2,800.00	\$ 2,800.00
2	Preconstruction Video	1	LS	\$ 550.00	\$ 550.00
3	Construction Stakeout	1	LS	\$ 880.00	\$ 880.00
4	Maintenance Of Traffic	1	LS	\$ 1,500.00	\$ 1,500.00
5	PVC Water Main Relocation - Conflict #1 & #2, Complete	1	EACH	\$ 23,214.00	\$ 23,214.00
6	PVC Water Main Relocation - Conflict #3, Complete	1	EACH	\$ 4,801.00	\$ 4,801.00
7	PVC Water Main Relocation - Conflict #4, Complete	1	EACH	\$ 4,445.00	\$ 4,445.00
8	PVC Water Main Relocation - Conflict #5, Complete	1	EACH	\$ 4,550.00	\$ 4,550.00
9	PVC Water Main Relocation - Conflict #6, Complete	1	EACH	\$ 4,567.00	\$ 4,567.00
10	Driveway Cut & Restoration	1	EACH	\$ 900.00	\$ 900.00
11	Roadway Cut & Restoration	1	EACH	\$ 4,200.00	\$ 4,200.00
12	Disinfection, flushing, and testing	1	LS	\$ 750.00	\$ 750.00
13	Shoulder Restoration	1	LS	\$ 1,000.00	\$ 1,000.00
14	As-Builts	1	LS	\$ 1,650.00	\$ 1,650.00
15	Indemnification Fee	1	LS	\$ 10.00	\$ 10.00
	<b>TOTAL</b>				\$ 55,817.00

**SEALED E-BID #20120042**

**Water Main Relocations - South Side of Easy Street in Indian River Estates**

Name of Bidder: Melvin Bush Construction, Inc

This checklist is provided to assist bidders in the preparation of their e-bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their e-bid response fully compliant. This checklist is only a guideline -- it is the responsibility of each Bidder to read and comply with the Invitation to E-Bid in its entirety.

- Drug-Free Workplace Form uploaded to Demandstar
- Trench Safety Act Form uploaded to Demandstar
- 5% Bid Bond (or other form of security) uploaded to Demandstar (the original **MUST** be received within 3 business days after the opening)
- E-Bid Reply Sheet #20120042 uploaded to Demandstar
- E-Bid Reply Excel Spreadsheet uploaded to Demandstar
- All pricing has been mathematically reviewed and all corrections have been initialed.
- All price totals have been thoroughly checked.
- Each E-Bid Addendum (when issued) is acknowledged.
- Copy of Insurance Certificate in accordance with Section V of the Contract Form uploaded to Demandstar
- Copy of License uploaded to Demandstar
- W-9 Form uploaded to Demandstar
- Reviewed the Contract and accept all City Terms and Conditions

**\*THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET\***

E-Bid Reply Sheet #20120042

Water Main Relocations - South Side of Easy Street in Indian River Estates

1. COMPANY NAME: FELIX ASSOCIATES OF FLORIDA, INC.

DIVISION OF: SAME

PHYSICAL ADDRESS: 8526 S.W. KANSAS AVE. STUART, FLA. 34997

MAILING ADDRESS: 8526 S.W. KANSAS AVE.

CITY, STATE, ZIP CODE: STUART, FLORIDA 34997

TELEPHONE NUMBER: (772) 220.2722 FAX NO. (772) 220.2728

CONTACT PERSON: VINCENT J. AMATO E-MAIL: VAMATO@FELIXASSOCIATES.NET

2. ORGANIZATIONAL PROFILE: (complete all appropriate information)

Is the firm incorporated? (Yes)-No If yes, in what state? FLORIDA

VINCENT J. AMATO
President

MICHAEL PETRILLO, FELIX PETRILLO
Vice President

JOHN BOESLIU
Treasurer

How long in present business: 25+ How long at present location: 2 yrs

Is firm a minority business: Yes-(No) Does firm have a drug-free workplace program: (Yes)-No
If no, is your company planning to implement such a program?

3. ADDENDUM ACKNOWLEDGMENT - Bidder acknowledges that the following addenda have been received and are included in its proposal/bid:

Table with 2 columns: Addendum Number, Date Issued. Rows include #1 (3.15.12), #2 (3.15.12), #3 (3.29.12), #4 (4.2.12), #5 & 5A (4.12.12), #6 (4.24.12).

#7, 7A, 7B, 7C
5.1.12
#8 5.8.12
#9 & 9A 5.10.12

4. VENDOR'S LIST - If your company offers commodities other than the one specified for this bid, and you wish to be put on the vendor's list, please contact Onvia.com at (800) 711-1712. Bid Tabulation Reports are advertised on the City's Web Site at www.Cityofpsl.com.

**5. BID RESPONSE:**

5.1 Bidder will will not accept the Purchasing Card (Visa).  
(please circle one)

5.2 Percentage of discount when payment is made with Visa: 0 %

5.3 Bid Reply Sheet Total from Schedule "A": \$ 76,847.00

5.4 Bidder may offer to the City a project completion date of less than thirty (30) calendar days. All offers less than thirty (30) calendar days may be a consideration for award. Offers for more than thirty (30) calendar days may be cause for the bid to be deemed non-responsive.

30 Calendar days

Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item offered shall be shown, and such price shall include all labor, materials, equipment and warranties unless otherwise specified. A total shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will be presumed correct.

**6. LIST OF SUBCONTRACTORS:**

NATURES KEEPER - SOD

(Add lines if necessary)

**7. INSURANCE CERTIFICATES LICENSE** - Bidders are required, in accordance with Section 5, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain. Bidders are required to submit all licenses and certifications required to perform this project.

**8. COMPLETION OF FORM** - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals and bid guarantees for a period not to exceed ninety (90) days after the date of the bid opening stated in the Invitation to Bid before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the bid.

**9. CONTRACT** - Bidder agrees to comply with all requirements stated in the specifications for this bid.

**10. CERTIFICATION**

This bid is submitted by: Name (print) VINCENT J. AMATO who is an officer of the above firm duly authorized to sign bids and enter into Contracts. I certify that this bid is made without prior understanding, Contract, or connection with any corporation, firm, or person submitting a bid for the same



**E-Bid #20120042**  
**E-Bid Reply Excel Spreadsheet**  
**Water Main Relocations - South Side of Easy Street**  
**Addendum #7C - May 1, 2012**

Company <sup>h</sup> Felix Associates of Florida , Inc.

		Quantity	Unit	Unit Price	Total
1	Mobilization	1	LS	\$ 12,422.00	\$ 12,422.00
2	Preconstruction Video	1	LS	\$ 700.00	\$ 700.00
3	Construction Stakeout	1	LS	\$ 1,510.00	\$ 1,510.00
4	Maintenance Of Traffic	1	LS	\$ 3,880.00	\$ 3,880.00
5	PVC Water Main Relocation - Conflict #1 & #2, Complete	1	EACH	\$ 26,655.00	\$ 26,655.00
6	PVC Water Main Relocation - Conflict #3, Complete	1	EACH	\$ 4,302.00	\$ 4,302.00
7	PVC Water Main Relocation - Conflict #4, Complete	1	EACH	\$ 4,161.00	\$ 4,161.00
8	PVC Water Main Relocation - Conflict #5, Complete	1	EACH	\$ 4,285.00	\$ 4,285.00
9	PVC Water Main Relocation - Conflict #6, Complete	1	EACH	\$ 4,302.00	\$ 4,302.00
10	Driveway Cut & Restoration	1	EACH	\$ 2,400.00	\$ 2,400.00
11	Roadway Cut & Restoration	1	EACH	\$ 3,100.00	\$ 3,100.00
12	Disinfection, flushing, and testing	1	LS	\$ 3,092.00	\$ 3,092.00
13	Shoulder Restoration	1	LS	\$ 4,828.00	\$ 4,828.00
14	As-Builts	1	LS	\$ 1,200.00	\$ 1,200.00
15	Indemnification Fee	1	LS	\$ 10.00	\$ 10.00
	<b>TOTAL</b>				\$ 76,847.00

FORMS

**TRENCH SAFETY ACT COMPLIANCE STATEMENT**

Project Name: Water Main Relocations - South Side of Easy Street in Indian River Estates

Project Location: Port St. Lucie, Florida

Project Number 20120042

Project Location: South Side of Easy Street area in Indian River Estates, St. Lucie County, Florida

**Instructions:**

Chapter 90-96 of the Laws of Florida requires all Contractors' engaged by The City of Port St. Lucie, Florida to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective Contractor's are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

**Certification**

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

two thousand Dollars  
(Written)

2000.00  
(Figures)

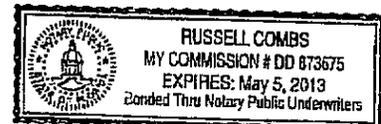
3. The amount listed above has been included within the Base Bid.

Certified: FELIX ASSOCIATES OF FLORIDA, INC.  
(Company-Contractor)

By: VINCENT J. AMATO PRES. [Signature]  
(President's Signature)  
(President's Typed or Printed Name)

Sworn to and subscribed before me in ST. LUCIE County, Florida on the 13 day of Apr., 2012.

[Signature]  
NOTARY PUBLIC



**FORMS**

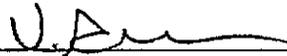
**DRUG FREE WORKPLACE FORM**

The undersigned Contractor in accordance with Florida Statutes, Section 287.087 hereby certifies that FELIX ASSOCIATES OF FLA, INC 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, 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 proposed 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 or of any controlled substance law of the United States or any states, for a violation occurring in the workplace no later than five 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 this section.

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

  
Contractor's Signature

4.13.12  
Date



# CERTIFICATE OF LIABILITY INSURANCE

FELAS-4

OP ID: EY

DATE (MM/DD/YYYY)  
04/10/12

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 Brown & Brown of New York, Inc 2500 Westchester Avenue Purchase, NY 10577	914-253-8400	CONTACT NAME:
	914-253-8650	PHONE (A/C, No, Ext):
		FAX (A/C, No):
		E-MAIL ADDRESS:
		INSURER(S) AFFORDING COVERAGE
		NAIC #
INSURED Felix Associates of Florida Inc 8526 SW Kansas Avenue Stuart, FL 34997	INSURER A:	Starr Indemnity & Liability
	INSURER B:	Harleysville Mutual Ins. Co.
	INSURER C:	Chubb Indemnity Ins. Co.
	INSURER D:	AGCS Marine Insurance Co
	INSURER E:	
		INSURER F:

## COVERAGES

## CERTIFICATE NUMBER:

## 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			SISINRG00086211	12/31/11	12/31/12	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Poll \$1M/2M						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COM/POP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			BA0000024237M	12/31/11	12/31/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
A	UMBRELLA LIAB			SISIXNR01079411	12/31/11	12/31/12	EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$ 10,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED	RETENTION \$					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0044727234	12/31/11	12/31/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Equipment Floater			MX193038737	12/31/11	12/31/12	Leas/Rent 1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
The certificate holder is included as an additional insured if required by written contract. em

## CERTIFICATE HOLDER

## CANCELLATION

CITPO-1  City Of Port St. Lucie 121 S.W. Port St. Lucie Blvd. Port St. Lucie, FL 34987-5099	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>Wm. Scott</i>

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# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Felix Associates of Florida, Inc.  
8526 SW Kansas Avenue  
Stuart, FL 34997

### SURETY:

(Name, legal status and principal place of business)

Arch Insurance Company  
Three Parkway, Suite 1500  
Philadelphia, PA 19102  
Mailing Address for Notices  
Three Parkway, Suite 1500  
Philadelphia, PA 19102

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

City of Port St. Lucie  
121 SW Port St. Lucie Blvd  
Port St. Lucie, FL 34984

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

Water Main Relocations - S. Side of Easy St. Bid No. 20120042

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd day of April, 2012

Ben Battistin  
(Witness)

Molly Ruch  
(Witness)

Felix Associates of Florida, Inc.

(Principal)

(Seal)

By: V. Pen

(Title)

Arch Insurance Company

(Surety)

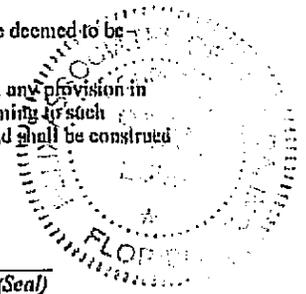
(Seal)

By: Susan Lupski

(Title) Susan Lupski

Attorney-in-Fact

Non-Resident Florida License No. P186338



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.**

*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 Residential Value Guarantees.*

**POWER OF ATTORNEY**

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Camille Matland, Colette R. Chisholm, George O. Brewster, Gerard S. Macholz, Rita Sagistano, Robert T. Pearson, Susan Lupski and Thomas Bean of Garden City, NY (EACH)

Its true and lawful Attorney(s) in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect.

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys in fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company, thereto bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

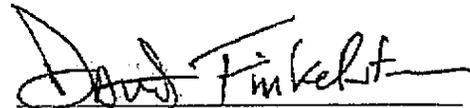
In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 20<sup>th</sup> day of January, 2012.

Attested and Certified

Arch Insurance Company

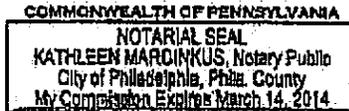
  
Martin J. Nilsen, Secretary



  
David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS  
COUNTY OF PHILADELPHIA SS

I, Kathleen Marcinkus, a Notary Public, do hereby certify that Martin J. Nilsen and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



  
Kathleen Marcinkus, Notary Public  
My commission expires 03/14/2014

CERTIFICATION

I, Martin J. Nilsen, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated January 20, 2012 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 3rd day of April, 2012.

  
Martin J. Nilsen, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

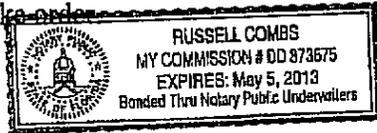
Arch Insurance – Surety Division  
3 Parkway, Suite 1500  
Philadelphia, PA 19102



ACKNOWLEDGEMENT OF PRINCIPAL – IF A CORPORATION

STATE OF Florida } SS  
COUNTY OF Miami }

On this 13th day of April, 2012 before me personally appeared Vincent Anand to be known, who, being by me duly sworn, did depose and say; that he/she resides at Jupiter, that he/she is the President of Felt Assoc. of FLA. Inc the corporation described in and which executed the within insurance instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.



[Signature]

ACKNOWLEDGEMENT FOR PRINCIPAL, IF LIMITED LIABILITY COMPANY

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

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

ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF NEW YORK } SS  
COUNTY OF NASSAU }

On this APRIL 3, 2012, before me personally came SUSAN LUPSKI to me known, who, being by me duly sworn, did depose and say; that he/she resides in NASSAU COUNTY, State of New York at he/she is the Attorney-In-Fact of the ARCH INSURANCE COMPANY the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to ARCH INSURANCE COMPANY (Surety) his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such; and that such certificate has not been revoked.

GRACE ACKERSON  
Notary Public, State of New York  
No. 01AC6111590  
Qualified in Nassau County  
Commission Expires June 14, 2012

[Signature]  
Notary Public



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](http://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  
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
 AC# 5043674  
 CUC057353 / 08/01/10 097060040  
 CERT UNDERGROUND & EXCAV CNTR  
 BAUMMIER, BENJAMIN BRIAN  
 FELIX ASSOCIATES OF FLORIDA INC  
 IS CERTIFIED under the provisions of Ch. 489 FS  
 expiration date: AUG 31, 2012 .L10080100296

DETACH HERE

STATE OF FLORIDA  
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
 CONSTRUCTION INDUSTRY LICENSING BOARD  
 SEQ# L10080100296

DATE	BATCH NUMBER	LICENSE NBR	THE STATE
8/01/2010	097060040	CUC057353	

he UNDERGROUND UTILITY & EXCAVATION CO  
 named below IS CERTIFIED  
 under the provisions of Chapter 489, FS  
 expiration date: AUG 31, 2012

BAUMMIER, BENJAMIN BRIAN  
 FELIX ASSOCIATES OF FLORIDA, INC  
 390 SW JEANNE AVE  
 PORT ST LUCIE FL 34953

CHARLIE CRIST  
 GOVERNOR

CHARLIE LIEM  
 SECRETARY

DISPLAY AS REQUIRED BY LAW

## Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type  
 See Specific instructions on page 2.

Name (as shown on your income tax return) <b>Felix Associates of Florida, Inc.</b>	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ _____	
Address (number, street, and apt. or suite no.) <b>8526 SW Kansas Avenue</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Stuart, Florida 34997</b>	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									
2	6	-	4	2	9	9	3	3	5

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here    Signature of U.S. person ▶

Date ▶ 05/07/12

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**SEALED E-BID #20120042**

**Water Main Relocations - South Side of Easy Street in Indian River Estates**

Name of Bidder: FELIX ASSOCIATES OF FLORIDA, INC

This checklist is provided to assist bidders in the preparation of their e-bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their e-bid response fully compliant. This checklist is only a guideline -- it is the responsibility of each Bidder to read and comply with the Invitation to E-Bid in its entirety.

- Drug-Free Workplace Form uploaded to Demandstar
- Trench Safety Act Form uploaded to Demandstar
- 5% Bid Bond (or other form of security) uploaded to Demandstar (the original **MUST** be received within 3 business days after the opening)
- E-Bid Reply Sheet #20120042 uploaded to Demandstar
- E-Bid Reply Excel Spreadsheet uploaded to Demandstar
- All pricing has been mathematically reviewed and all corrections have been initialed.
- All price totals have been thoroughly checked.
- Each E-Bid Addendum (when issued) is acknowledged.
- Copy of Insurance Certificate in accordance with Section V of the Contract Form uploaded to Demandstar
- Copy of License uploaded to Demandstar
- W-9 Form uploaded to Demandstar
- Reviewed the Contract and accept all City Terms and Conditions

**\*THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET\***

**Water Main Relocations - South Side of Easy Street in Indian River Estates**

1. **COMPANY NAME:** Intercounty Engineering, Inc

DIVISION OF: N/A

PHYSICAL ADDRESS: 1925 NW 18<sup>th</sup> Street, Pompano Beach, FL 33069

MAILING ADDRESS: 1925 NW 18<sup>th</sup> Street, Pompano Beach, FL 33069

CITY, STATE, ZIP CODE: Pompano Beach, Florida 33069

TELEPHONE NUMBER: (954) 972-9800 FAX NO. (954) 974-0042

CONTACT PERSON: Maurice A. Hynes E-MAIL: mahynes@intercountyengineering.com

2. **ORGANIZATIONAL PROFILE:** (complete all appropriate information)

Is the firm incorporated?  Yes - No  If yes, in what state? Florida

Maurice A. Hynes  
President

H. Patricia Hynes  
Vice President

Maurice A. Hynes  
Treasurer

How long in present business: 18 years How long at present location: 18 years

Is firm a minority business: Yes  No  Does firm have a drug-free workplace program:  Yes - No   
If no, is your company planning to implement such a program? \_\_\_\_\_

3. **ADDENDUM ACKNOWLEDGMENT** - Bidder acknowledges that the following addenda have been received and are included in its proposal/bid:

Addendum Number	Date Issued
1	3/15/2012
2	3/15/2012
3	3/29/2012
4	4/2/2012
5	4/12/2012
6	4/24/2012

7,773 - 5/1/2012  
8 - 5/8/2012  
9,9A - 5/10/2012

4. **VENDOR'S LIST** - If your company offers commodities other than the one specified for this bid, and you wish to be put on the vendor's list, please contact Onvia.com at (800) 711-1712. Bid Tabulation Reports are advertised on the City's Web Site at [www.Cityofpsl.com](http://www.Cityofpsl.com).

Water Main Relocations - South Side of Easy Street

Engineer or City with successful Bidder(s) application for final payment. All permit fees shall be included in the Contract amount and paid by the successful Bidder(s).

26. **INSURANCE REQUIREMENTS:** Bidder(s) are required to submit a copy of their current insurance certificates with the E-Bid Reply Sheet #20120042. Insurance requirements are defined in the Contract Form.
27. **W-9 TAXPAYER IDENTIFICATION FORM:** The successful Bidder(s) will be required to file a W-9 Taxpayer Identification Form with the City. This form must be submitted and received by the City's Finance Department before payment can be authorized.

*Balance of page left intentionally blank*

**5. BID RESPONSE:**

5.1 Bidder will / will not accept the Purchasing Card (Visa).  
(please circle one)

5.2 Percentage of discount when payment is made with Visa: W/A %

5.3 Bid Reply Sheet Total from Schedule "A": \$ 78,690.00

5.4 Bidder may offer to the City a project completion date of less than thirty (30) calendar days. All offers less than thirty (30) calendar days may be a consideration for award. Offers for more than thirty (30) calendar days may be cause for the bid to be deemed non-responsive.

30 Calendar days

Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item offered shall be shown, and such price shall include all labor, materials, equipment and warranties unless otherwise specified. A total shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will be presumed correct.

**6. LIST OF SUBCONTRACTORS:**

Caulfield & Wheeler, Inc.  
Bird's Eye View

(Add lines if necessary)

**7. INSURANCE CERTIFICATES LICENSE** - Bidders are required, in accordance with Section 5, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain. Bidders are required to submit all licenses and certifications required to perform this project.

**8. COMPLETION OF FORM** - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals and bid guarantees for a period not to exceed ninety (90) days after the date of the bid opening stated in the Invitation to Bid before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the bid.

**9. CONTRACT** - Bidder agrees to comply with all requirements stated in the specifications for this bid.

**10. CERTIFICATION**

This bid is submitted by: Name (print) \_\_\_\_\_ who is an officer of the above firm duly authorized to sign bids and enter into Contracts. I certify that this bid is made without prior understanding, Contract, or connection with any corporation, firm, or person submitting a bid for the same

Water Main Relocations - South Side of Easy Street

materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid.

  
\_\_\_\_\_  
Signature      Maurice A. Hynes      Date      5/17/2012

**11. Bidder has read and accepts the terms and conditions of the City's standard Contract:**

  
\_\_\_\_\_  
Signature      Maurice A. Hynes      Title      President

If a corporation renders this Bid, the corporate seal attested by the secretary shall be affixed below. Any agent signing this Bid shall attach to this form evidence of legal authority.

*Balance of page left intentionally blank*

E-Bid #20120042  
 E-Bid Reply Excel Spreadsheet  
 Water Main Relocations - South Side of Easy Street  
 Addendum #7C - May 1, 2012

Company Name: Intercounty Engineering, Inc.

	Quantity	Unit	Unit Price	Total
1 Mobilization	1	LS	1,940.00	\$ 1,940.00
2 Preconstruction Video	1	LS	1,930.00	\$ 1,930.00
3 Construction Stakeout	1	LS	2,900.00	\$ 2,900.00
4 Maintenance Of Traffic	1	LS	2,000.00	\$ 2,000.00
5 PVC Water Main Relocation - Conflict #1 & #2, Complete	1	EACH	20,000.00	\$ 20,000.00
6 PVC Water Main Relocation - Conflict #3, Complete	1	EACH	5,300.00	\$ 5,300.00
7 PVC Water Main Relocation - Conflict #4, Complete	1	EACH	7,400.00	\$ 7,400.00
8 PVC Water Main Relocation - Conflict #5, Complete	1	EACH	7,400.00	\$ 7,400.00
9 PVC Water Main Relocation - Conflict #6, Complete	1	EACH	7,300.00	\$ 7,300.00
10 Driveway Cut & Restoration	1	EACH	2,250.00	\$ 2,250.00
11 Roadway Cut & Restoration	1	EACH	8,400.00	\$ 8,400.00
12 Disinfection, flushing, and testing	1	LS	1,660.00	\$ 1,660.00
13 Shoulder Restoration	1	LS	7,400.00	\$ 7,400.00
14 As-Builts	1	LS	2,900.00	\$ 2,900.00
15 Indemnification Fee	1	LS	\$ 10.00	\$ 10.00
<b>TOTAL</b>				\$ <b>-10.00</b>

78,690.00

FORMS

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Name: Water Main Relocations - South Side of Easy Street in Indian River Estates

Project Location: Port St. Lucie, Florida

Project Number 20120042

Project Location: South Side of Easy Street area in Indian River Estates, St. Lucie County, Florida

**Instructions:**

Chapter 90-96 of the Laws of Florida requires all Contractors' engaged by The City of Port St. Lucie, Florida to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective Contractor's are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

**Certification**

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

Six hundred

\_\_\_\_\_ Dollars  
(Written)

\$ 600.00  
(Figures)

3. The amount listed above has been included within the Base Bid.

Certified: Intercounty Engineering, Inc  
(Company-Contractor)

By: [Signature]  
(President's Signature) M. BORRERO A. HYNES  
(President's Typed or Printed Name)

Sworn to and subscribed before me in Broward County, Florida on the 17 day of May, 2012.

Cynthia K. Cardenas  
NOTARY PUBLIC



CYNTHIA K CARDENAS  
MY COMMISSION # EE 100133  
EXPIRES: June 5, 2015  
Bonded Thru Budget Notary Services

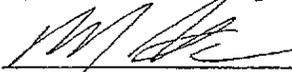
FORMS

DRUG FREE WORKPLACE FORM

The undersigned Contractor in accordance with Florida Statutes, Section 287.087 hereby certifies that Intercounty Engineering, Inc. 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, 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 proposed 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 or of any controlled substance law of the United States or any states, for a violation occurring in the workplace no later than five 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 this section.

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

  
Contractor's Signature Maurice A. Hynes

5/17/2012  
Date

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/19/2011

PRODUCER (305) 822-7800 FAX (305) 558-4294  
Collinsworth, Alter, Fowler & French LLC  
8000 Governors Square Blvd  
Suite 301  
Miami Lakes, FL 33016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
Intercounty Engineering, Inc.  
1925 NW 18th Street  
Pompano Beach, FL 33069

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: National Trust Insurance Co	
INSURER B: FCCI Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (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"/> PROJECT <input type="checkbox"/> LOC	GL00101662	04/13/2011	04/13/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per 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 type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	UMB0012153	04/13/2011	04/13/2012	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	001WC11A65736	01/01/2012	01/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

A Standard 30 day notice of cancellation is provided, except 10 days for non-payment of premium.

## CERTIFICATE HOLDER

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

David Alter/VICKY

*David J. Alter*

## IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/10/2011

<b>PRODUCER</b> State Farm Insurance Brice B. Brown Ins Agency 611 S. Federal Hwy Ft. Lauderdale, FL 33301	THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURED</b> Intercounty Engineering, Inc. 1925 NW 18th Street Pompano Beach, FL 33069	<b>INSURERS AFFORDING COVERAGE</b>
	INSURER A: State Farm Mutual Automobile Insurance Company 25178	25178
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

### COVERAGES

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

INSTR ADPL LTR INSUR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRD. JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	778 4416-DD8-59	10/08/2011	04/00/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> 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 SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE: <i>[Signature]</i>
---------------------------	--

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

BOND # BB03384

KNOW ALL MEN BY THESE PRESENTS, that we
Intercounty Engineering, Inc.
1925 NW 18 Street
Pompano Beach, FL 33069
as Principal, hereinafter called the Principal, and
International Fidelity Insurance Company
One Newark Center, 20th Floor, Newark, NJ 07102
a corporation duly organized under the laws of the State of NJ as Surety, hereinafter called the Surety, are held and firmly
bound unto City of Port St. Lucie
121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984

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 Water Main Relocxations South Side of Easy
Street Indian River Estates

(Here insert full name, address and description of project)

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 material furnished in
the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the
Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such
larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid then this
obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 19 day of April 2012

Intercounty Engineering, Inc.

Cynthia K. Cardenas
(Witness)

(Principal) (Seal)

(Title) Maurice A. Hynes President

[Signature]
(Witness)

International Fidelity Insurance Company

(Surety) (Seal)

(Title) Robert Barra Attorney In Fact

# POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR  
NEWARK, NEW JERSEY 07102-5207

FOR BID BOND/RIDER/CONSENTS/AFFIDAVITS

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

ROBERT BARRA

Coral Springs, FL.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



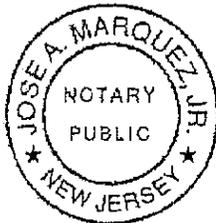
IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 29th day of August, A.D. 2003.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY  
County of Essex

*[Signature]*  
Secretary

On this 29th day of August 2003, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

*[Signature]*

A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Nov. 21, 2010

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 19 day of April 2012

*[Signature]*  
Assistant Secretary

# BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000

VALID OCTOBER 1, 2011 THROUGH SEPTEMBER 30, 2012

DBA:  
Business Name: INTERCOUNTY ENGINEERING INC

Receipt #: 189-1267  
Business Type: ALL OTHER TYPES CONTRACTOR  
(ENGINEERED CONST CONTR)

Owner Name: MAURICE A HYNES  
Business Location: 1925 NW 18 ST 23  
POMPANO BEACH  
Business Phone: 954-972-9800

Business Opened: 09/16/1994  
State/County/CerU/Reg: 89-1056W  
Exemption Code: NONEXEMPT

Rooms                      Seats                      Employees                      Machines                      Professionals

3

Number of Machines:		For Vending Business Only					Vending Type:
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid	
27.00	0.00	0.00	0.00	0.00	0.00	27.00	

**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

THIS BECOMES A TAX RECEIPT  
WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:  
MAURICE A HYNES  
P O BOX 50553  
LIGHTHOUSE POINT, FL  
33074

Receipt #033-10-00003341  
Paid 07/27/2011 27.00

**2011 - 2012**

AG# 5108841 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD SEQ# 11008200141

DATE: 08/20/2010 BATCH NUMBER: 108041685 LICENSE NBR: 1000045288

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

HYNES, HELEN PATRICIA  
INTERCOUNTY ENGINEERING, INC  
1925 NW 18TH ST  
POMPANO BEACH, FL 33069

CHARLES CRIST GOVERNOR CHARLES BLUM SECRETARY

DISP. WAS REQUIRED BY LAW



**Request for Taxpayer  
 Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)  
**Intercounty Engineering, Inc.**

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:  
 Individual/sole proprietor  C Corporation  S Corporation  Partnership  Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

Other (see instructions) ▶

Address (number, street, and apt. or suite no.)  
**1925 NW 18th Street**

City, state, and ZIP code  
**Pompano, FL 33069**

List account number(s) here (optional)

Requester's name and address (optional)

Print or type  
See Specific Instructions on page 2.

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Social security number**

			-					
--	--	--	---	--	--	--	--	--

**Employer identification number**

6	5	-	0	4	9	5	3	3	5
---	---	---	---	---	---	---	---	---	---

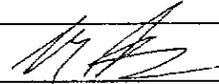
**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶  Date ▶ **5/17/2012**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Water Main Relocations - South Side of Easy Street in Indian River Estates

Name of Bidder: Intercounty Engineering, Inc

This checklist is provided to assist bidders in the preparation of their e-bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their e-bid response fully compliant. This checklist is only a guideline -- it is the responsibility of each Bidder to read and comply with the Invitation to E-Bid in its entirety.

- Drug-Free Workplace Form uploaded to Demandstar
- Trench Safety Act Form uploaded to Demandstar
- 5% Bid Bond (or other form of security) uploaded to Demandstar (the original **MUST** be received within 3 business days after the opening)
- E-Bid Reply Sheet #20120042 uploaded to Demandstar
- E-Bid Reply Excel Spreadsheet uploaded to Demandstar
- All pricing has been mathematically reviewed and all corrections have been initialed.
- All price totals have been thoroughly checked.
- Each E-Bid Addendum (when issued) is acknowledged.
- Copy of Insurance Certificate in accordance with Section V of the Contract Form uploaded to Demandstar
- Copy of License uploaded to Demandstar
- W-9 Form uploaded to Demandstar
- Reviewed the Contract and accept all City Terms and Conditions

**\*THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET\***