

PORT ST. LUCIE CITY COUNCIL  
AGENDA ITEM REQUEST

COUNCIL ITEM 13F  
DATE 9/10/12

Meeting Date: September 10, 2012

Public Hearing  Ordinance  Resolution  Motion

Demandstar Broadcast Date: June 1, 2012

Item: E-Bid #20120058 - Prineville Water Treatment Plant Site Upgrades

Recommended Action: Approval of Award and Contract Documents with Mancil's Tractor Service for the Prineville Water treatment Plant Site Upgrades in the amount of \$372,796.80, which includes a one-time Indemnification Fee of \$10.00. Contract period is one hundred fifty (150) calendar days for final completion with no option to renew.

Exhibits: Department memo attached [ X ] yes [ ] no  
Copies of the E-Bid Specifications and all Addenda, Responses from bidders, tabulation report, CD of Pre Bid Meeting & Site Visit and all related documents.

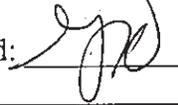
Summary Explanation/Background Information: An E-Bid was issued on June 1, 2012 for the Prineville Water Treatment Plant Site Upgrades. One (1) bid was received by Mancil's Tractor Service providing the a bid amount of \$372,796.80 for the base bid including Alternate #1 using black asphalt base for the new roadway system within the compound. The black asphalt base pavement system generally requires less maintenance and lasts longer than pavements with crushed rock base. Therefore, the Utility Department recommends the award to Mancil's Tractor Service for the base bid including Alternate #1 for the black asphalt base.

Purchase is budgeted in the 444.

Expenditure: **\$372,796.80 and 150 calendar days**

Department requests expenditure from the following:

Fund	444	2005 Bond Fund
Cost Center	1340	Utility Operations
Object Code	563000	Improvements O/T Building
Project	25508	Prineville Expansion PH I Admin II

Director of OMB concurs with award:  City Manager concurs with award: 

Department requests -0- minutes to make a presentation.

Submitted by: Jesus Merejo Date Submitted: 8/24/2012

Title: Utility Systems Director

**RECEIVED**  
AUG 23 2012

City Manager's Office

**INTEROFFICE MEMORANDUM**

TO: Robyn Holder, Contract Specialist, Office of Management & Budget

FROM: Jesus Merejo, Utility Systems Director *JAM*

SUBJECT: Prineville Site Upgrades – Contract Award

DATE: August 9, 2012

**Background:** The Prineville Water Treatment Plant compound was originally developed by General Development Utilities and the Gate No. 5 entrance/exit on Prineville Street, which is used exclusively by the Utility's heavy maintenance vehicles, has historically been one of the most frequently used. Very few changes or improvements have ever been made to that part of the site's drainage system or to Gate No. 5's entrance/exit driveway and the network of travel ways within the compound.

Site drainage issues along with the heavy vehicle traffic traveling throughout the compound on a daily basis have contributed to the overall deterioration of the existing pavement and certain vehicle parking areas. The site deterioration has contributed to wear and tear on the Utility's aging vehicles fleet and dust stirred up by the movement of the heavy vehicles has also become an issue. Simply stated, the asphalt pavement needs to be replaced and drainage improvements need to be constructed.

**Project Description:** The proposed project includes site drainage improvements, rebuilding the internal roadways, entrance/exit driveway improvements, and the replacement of an automated gate.

**Justification:** This work is necessary for the continued secure, safe and reliable access to the Prineville WTP site. Attached to this memorandum is the bid tabulation.

**Bid Results:** Bids were received as follows:

<b>Contractor</b>	<b>Contractor's Base Bid Amount</b>	<b>Alternate No. 1 Bid</b>	<b>Alternative No. 2 Bid</b>
Mancil's Tractor Service, Inc.	Réplacé existing gate Sub-grade: Crushed stone New Base: Black Asphalt Surface Course: S-I and S-III Bid Amount: <b>\$373,653.66</b>	Replace existing gate Sub-grade: Crushed stone New Base: Black Asphalt Surface Course: S-III Bid Amount: <b>\$372,796.80</b>	Replace existing gate Sub-grade: Crushed stone New Base: Lime Rock Surface Course: S-I and S-III Bid Amount: <b>\$314,481.59</b>

Robyn Holder  
August 9, 2012

Recommendation: It has been the experience of the City that pavement systems using a black asphalt base generally require less maintenance and last longer than pavements with a crushed rock base. After detailed review of the base bid, and two bid alternatives the Utility Systems Department recommends Mancil's Tractor Service, Inc., and their bid Alternative No. 1 which calls for the use of black asphalt base. The total cost for that alternative is \$372,796.80.

It is requested that that this proposal be presented to the City Council for approval at the next available City Council Meeting.

Funding: Funds to cover these services are available in 444-1340-563000-25508).

Attachment: Bid Tabulation Prineville WTP Site Upgrades

c: Brad Macek, Assistant Director  
Laney Southerly, P.E., Engineering Manager  
Pierre Vignier, Superintendent Water Facility  
Jeanette Thompson, Manager of Budget and Procurement  
Donna Rhoden, Utility Safety & Public Affairs Mgr.  
Richard J. Schoenborn, P.E., Utility Civil Engineer  
File: 29.0005 Prineville WTP Site Upgrades

Addendum #5B - Revised E-Bid Reply Excel Spreadsheet  
**Prineville WTP Site Upgrades**  
**E-Bid Reply - Alternate #1**  
 July 10, 2012

Company Name: Mancill's Tractor Service, Inc.

	Description	Quantity	Units	Unit Cost	Total Cost
1.	Mobilization	1	LS	\$ 26,000.00	\$ 26,000.00
2.	Pre-Construction Video	1	LS	\$ 500.00	\$ 500.00
3.	Construction Stakeout	1	LS	\$ 5,500.00	\$ 5,500.00
4.	Maintenance of Traffic	1	LS	\$ 3,500.00	\$ 3,500.00
5.	Temporary Security Fence	130	LF	\$ 10.00	\$ 1,300.00
6.	Site Preparation and Demolition	1	LS	\$ 25,000.00	\$ 25,000.00
7.	Construct Temporary Access Road	151	CY	\$ 82.10	\$ 12,397.10
8.	Erosion, Sediment and Dust Control	1	LS	\$ 8,500.00	\$ 8,500.00
9.	Construct Temporary Access Road Culverts	60	LF	\$ 40.00	\$ 2,400.00
10.	Construct New Precast Wall System	1	LS	\$ 25,000.00	\$ 25,000.00
11.	Roadway Pavement System - Subgrade	968	CY	\$ 6.75	\$ 6,534.00
12.	Roadway Pavement System - Base Course	468	CY	\$ 226.00	\$ 105,876.81
13.	Roadway Pavement System - Surface Course S-III	171	CY	\$ 240.00	\$ 41,128.89
14.	Roadway Pavement System - Surface Course S-I	0	CY	\$ -	\$ -
15.	Traffic Island	1	LS	\$ 5,000.00	\$ 5,000.00
16.	Light Poles and Bases	2	EA	\$ 7,500.00	\$ 15,000.00
17.	New Access Gate	1	EA	\$ 27,500.00	\$ 27,500.00
18.	Fiber Optic Pull Boxes	2	EA	\$ 1,750.00	\$ 3,500.00
19.	Fiber Optic Conduit	170	LF	\$ 15.00	\$ 2,550.00
20.	Irrigation System Relocation	1	LS	\$ 2,500.00	\$ 2,500.00
21.	Temporary Access Road Removal and Restoration	410	LF	\$ 25.00	\$ 10,250.00
22.	Site Restoration	1	LS	\$ 15,000.00	\$ 15,000.00
23.	New Equipment Wash-Down Pad	23	CY	\$ 250.00	\$ 5,750.00
24.	Indemnification Fee	1	EA	\$ 10.00	\$ 10.00
25.	New Roadway Culverts	340	LF	\$ 65.00	\$ 22,100.00

Total Base Bid Amount (In Numbers): \$ 372,796.80

Total Alternative-1 Bid Items Amount In Words:

Three hundred seventy two thousand seven hundred ninety six

**NOTES**

1. Contractor shall furnish and install bid items 1 through 25 for a complete and operational site access system in accordance with the contract documents.
2. Where a difference occurs between Total Bid Amount in "Numbers" and Total Bid Amount in "Words", words shall be used as the bid.
3. 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 lessing out those items not included in the award.

**CITY OF PORT SAINT LUCIE  
CONTRACT FORM**

This CONTRACT, executed this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and MANCIL'S TRACTOR SERVICE, INC., 4551 SE Hampton Court, Stuart, Florida 34997, Telephone No. (772) 288-0951 Fax No. (772) 288-0983, 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:

**PROJECT MANAGER**

As used herein the Project Manager shall mean Rich Schoenborn, P.E., Utilities Department at (772) 873-6485, or his designee.

**NOTICES**

City Project Manager:	Rich Schoenborn, P.E. City of Port St. Lucie Utilities Department 900 SE Ogden Lane Port St. Lucie, Florida 34983 Telephone: 772-873-6485 Fax: 772-873-6405 Email: <a href="mailto:rschoenborn@cityofpsl.com">rschoenborn@cityofpsl.com</a>
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: <a href="mailto:rholder@cityofpsl.com">rholder@cityofpsl.com</a>
Contractor:	Don R. Mancil, Jr., President Mancil's Tractor Service, Inc. 4551 SE Hampton Court Stuart, Fl. 34997 Telephone: 772-288-0951 Fax: 772-288-0983 Email: <a href="mailto:mark@mancils.com">mark@mancils.com</a>

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

The specific work that the Contractor has agreed to perform pursuant to the E-Bid Specifications #20120058 consisting of pages 1 - 50, all Addenda, Technical Specifications consisting of pages 1 - 141,

Attachments A, B and C, and Appendices A - D for the Prineville Water Treatment Plant Site Upgrades area are hereby incorporated herein by this reference.

## SECTION II TIME OF PERFORMANCE

Contract period shall begin on \_\_\_\_\_ and terminate one hundred fifty (150) calendar days for final completion thereafter on \_\_\_\_\_, 2012. 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 Manager until all work specified in the bid specifications has been rendered and completed to the full satisfaction of the City.

## SECTION III COMPENSATION

The total amount to be paid by the City to the Contractor is on a per unit fixed price basis in the amount of three hundred seventy two thousand seven hundred ninety six dollars and eighty cents (**\$372,796.80**) as indicated on Schedule A attached hereto and made a part hereof for this Contract, which includes a one-time ten dollar (\$10.00) payment for indemnification as provided in Section V of this Contract herein below. 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, if applicable, 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 pay request. 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.

## Prineville WTP Site Upgrades

Invoices for services shall be submitted once a month, by the twentieth (20th) day of each month, and payments shall be made net thirty (30) calendar days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payment 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 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 and liens arising out of or resulting from the Contractor's performance of the work under the contract, an affidavit asserting and confirming that to the Contractor's 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 or Visa Authorization number.

The Contractor shall not be paid additional compensation for any loss or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

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

It is understood that the materials and/or work required under this Contract are in accordance with the bid made by the Contractor pursuant to the Invitation to 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 bid, and all documents promulgated by the City for inviting bids are, by reference, made a part hereof as if set forth in full herein.

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

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. 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

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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 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 are 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 also 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 an Additional Insured with a CG20101185 or CG20371001 & CG20100704-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 #20120058 for the Prineville Water Treatment Plant Site Upgrades shall be listed as additionally insured**". Said policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of

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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 that 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."

**Payment & Performance Bonds:** The Contractor shall furnish an acceptable Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of one hundred (100%) percent of the Contract price. 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 a minimum of one (1) year after the work has been completed and final acceptance of the work is issued by the City.

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.

**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. Any and all changes must 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.

**SECTION VIII  
FIELD CHANGES**

The Project Manager 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 extensions of contract time. Such changes shall be effected by written order and signed by the Project Manager and the Contractor. The Contractor shall carry out such written orders promptly. Change Orders exceeding \$25,000.00 require City Council approval.

**SECTION XIX  
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 the 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 X  
CLEANING UP**

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

**SECTION XI  
NOTICE OF PERFORMANCE**

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

**SECTION XII  
DELIVERY DOCUMENTATION**

Not applicable.

**SECTION XIII  
INSPECTION AND CORRECTION OF DEFECTS**

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager 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 terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section III. If, on such inspection the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. 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 Manager. Such examination, inspection, or tests made by the Project Manager, shall not relieve Contractor of its responsibility to remedy any deviation, deficiency, or defect.

**SECTION XIV  
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 herein referenced, the terms of this Contract and Specifications herein referenced shall apply. If there is a conflict between the Contract and specifications, the Contract will control.

**SECTION XV  
LICENSING**

Contractor warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. Contractor warrants that his license and certificates are current and will be maintained throughout the duration of the Contract.

**SECTION XVI  
SAFETY PRECAUTIONS**

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

**SECTION XVII  
ASSIGNMENT**

Contractor shall not delegate, assign or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

**SECTION XVIII  
TERMINATION, DELAYS AND LIQUIDATED DAMAGES**

A. Termination for Breach 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 proceed. 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 cost incurred by it in its completion of the work. The City may also in event of termination obtain undelivered materials, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred for such material. 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 stipulated 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 one thousand (\$1,000.00) 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 amount thereof.

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 restricted 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 the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

D. Termination by the City. 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 XIX  
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 this Contract shall be in St. Lucie County, Florida.

**SECTION XX  
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 prove to be defective, improperly applied, and/or in other manners not in compliance with 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 XXI  
APPROPRIATION APPROVAL**

The Contractor acknowledges that the City of Port Saint 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 XXII  
RENEWAL OPTION**

Not applicable to this contract.

**SECTION XXIII  
ENTIRE CONTRACT**

The written terms and provisions of this Contract shall supersede all prior verbal statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

*Balance of page left intentionally blank*

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 **Mancil's Tractor Service**

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

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

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

Please check one:

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

Produced Identification: \_\_\_\_\_  
(type of identification)

Identification No. \_\_\_\_\_

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)

## SCHEDULE A

	Description	Quantity	Units	Unit Cost	Total Cost
1	Mobilization	1	LS	\$ 26,000.00	\$ 26,000.00
2	Pre-Construction Video	1	LS	\$ 500.00	\$ 500.00
3	Construction Stakeout	1	LS	\$ 5,500.00	\$ 5,500.00
4	Maintenance of Traffic	1	LS	\$ 3,500.00	\$ 3,500.00
5	Temporary Security Fence	130	LF	\$ 10.00	\$ 1,300.00
6	Site Preparation and Demolition	1	LS	\$ 25,000.00	\$ 25,000.00
7	Construct Temporary Access Road	151	CY	\$ 82.10	\$ 12,397.10
8	Erosion, Sediment and Dust Control	1	LS	\$ 8,500.00	\$ 8,500.00
9	Construct Temporary Access Road Culverts	60	LF	\$ 40.00	\$ 2,400.00
10	Construct New Precast Wall System	1	LS	\$ 25,000.00	\$ 25,000.00
11	Roadway Pavement System - Subgrade	968	CY	\$ 6.75	\$ 6,534.00
12	Roadway Pavement System - Base Course	468	CY	\$ 226.00	\$ 105,876.81
13	Roadway Pavement System - Surface Course S-III	171	CY	\$ 240.00	\$ 41,128.89
14	Roadway Pavement System - Surface Course S-I	0	CY	\$ -	\$ -
15	Traffic Island	1	LS	\$ 5,000.00	\$ 5,000.00
16	Light Poles and Bases	2	EA	\$ 7,500.00	\$ 15,000.00
17	New Access Gate	1	EA	\$ 27,500.00	\$ 27,500.00
18	Fiber Optic Pull Boxes	2	EA	\$ 1,750.00	\$ 3,500.00
19	Fiber Optic Conduit	170	LF	\$ 15.00	\$ 2,550.00
20	Irrigation System Relocation	1	LS	\$ 2,500.00	\$ 2,500.00
21	Temporary Access Road Removal and Restoration	410	LF	\$ 25.00	\$ 10,250.00
22	Site Restoration	1	LS	\$ 15,000.00	\$ 15,000.00
23	New Equipment Wash-Down Pad	23	CY	\$ 250.00	\$ 5,750.00

Prineville WTP Site Upgrades

24	Indemnification Fee	1	EA	\$ 10.00	\$ 10.00
25	New Roadway Culverts	340	LF	\$ 65.00	\$ 22,100.00

Total  
Contract  
Amount : **\$372,796.80**



E-Bid Opening  
 E-BID #20120058

Prineville Water Treatment Plant Site Upgrades  
 July 19, 2012 @ 2:30 pm

Name (Please PRINT legibly)	Company Name	E-Mail Address	Telephone # & FAX #
1. Robyn Holder	CITY of PSL - OMB	Rholder@cityofpsl.com	T 871-5203 F 871-7337
2. Rich Schoenborn	CITY OF PSL USD	rschoenborn@cityofpsl.com	T 875-6435 F
3. June Solby	CITY OF PSL		T F
4.			T F
5.			T F
6.			T F
7.			T F
8.			T

E-Bid Reply Sheet #20120058

Prineville Water Treatment Plant Site Upgrades

1. COMPANY NAME: Mancil's Tractor Service, Inc.

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

PHYSICAL ADDRESS: 4551 SE Hampton Court, Stuart, FL 34997

MAILING ADDRESS: 4551 SE Hampton Court

CITY, STATE, ZIP CODE: Stuart, FL 34997

TELEPHONE NUMBER: (772) 288-0951

FAX NO. (772) 288-0983

CONTACT PERSON: Mark D' Annunzio

E-MAIL: mark@mancils.com

2. ORGANIZATIONAL PROFILE: (complete all appropriate information)

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

Don R. Mancil, Jr. \_\_\_\_\_

President

Don R. Mancil, Jr. \_\_\_\_\_

Vice President

Don R. Mancil, Jr. \_\_\_\_\_

Treasurer

How long in present business: 17 Years How long at present location: 17 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	06/13/2012
2	06/20/2012
3, 3A, 3B, 3C	06/27/2012
4	07/05/2012
5, 5A, 5B, 5C	07/10/2012
6	07/12/2012

Prineville Water Treatment Plant Site Upgrades

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).

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 %

5.3 E-Bid Reply Sheet Totals from E-Bid Reply Excel Spreadsheet: \$ 373,653.66

5.4 E-Bid Reply Excel Spreadsheet - Alternate #1: \$ 372,796.80

*(These figures must match the E-Bid Reply Excel Spreadsheets and the figures that are to be used on the Demandstar submittal page. Discrepancies between the E-Bid Reply Excel Spreadsheets uploaded on Demandstar, the dollar amount listed on the web page at time of submittal and the E-Bid Reply Sheet #20120058 uploaded on Demandstar will be resolved in favor of the E-Bid Excel Spreadsheets that are uploaded at time of submittal.)*

~~ALTERNATE #2: \$314,481.59  
(NOT REQUESTED BY THIS ORIGINAL BID FORM)~~

5.5 Bidder may offer to the City a project completion date of less than one hundred fifty (150) calendar days for final completion. All offers less than one hundred fifty (150) calendar days for final completion may be a consideration for award.

150 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. **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.

7. **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.

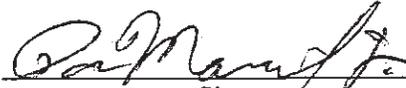
8. **CONTRACT** - Bidder agrees to comply with all requirements stated in the specifications for this bid.

9. **CERTIFICATION**

E-Bid #20120058

Prineville Water Treatment Plant Site Upgrades

This bid is submitted by: Name (print) Don R. Mancil, Jr. 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 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

July 19, 2012  
Date

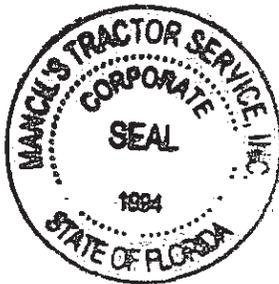
**10. Bidder has read and accepts the terms and conditions of the City's standard Contract:**

  
Signature

President  
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*



  
Don R. Mancil, Jr., President/Secretary

## Prineville WTP Site Upgrades

## E-Bid Reply - Base Bid

July 10, 2012

Company Name: Mancil's Tractor Service, Inc.

	Description	Quantity	Units	Unit Cost	Total Cost
1.	Mobilization	1	LS	\$ 26,000.00	\$ 26,000.00
2.	Pre-Construction Video	1	LS	\$ 500.00	\$ 500.00
3.	Construction Stakeout	1	LS	\$ 5,500.00	\$ 5,500.00
4.	Maintenance of Traffic	1	LS	\$ 3,500.00	\$ 3,500.00
5.	Temporary Security Fence	130	LF	\$ 10.00	\$ 1,300.00
6.	Site Preparation and Demolition	1	LS	\$ 25,000.00	\$ 25,000.00
7.	Construct Temporary Access Road	151	CY	\$ 82.10	\$ 12,397.10
8.	Erosion, Sediment and Dust Control	1	LS	\$ 8,500.00	\$ 8,500.00
9.	Construct Temporary Access Road Culverts	60	LF	\$ 40.00	\$ 2,400.00
10.	Construct New Precast Wall System	1	LS	\$ 25,000.00	\$ 25,000.00
11.	Roadway Pavement System - Subgrade	968	CY	\$ 6.75	\$ 6,534.00
12.	Roadway Pavement System - Base Course	468	CY	\$ 226.00	\$ 105,876.81
13.	Roadway Pavement System - Surface Course S-III	82	CY	\$ 245.00	\$ 20,180.74
14.	Roadway Pavement System - Surface Course S-I	89	CY	\$ 245.00	\$ 21,805.00
15.	Traffic Island	1	LS	\$ 5,000.00	\$ 5,000.00
16.	Light Poles and Bases	2	EA	\$ 7,500.00	\$ 15,000.00
17.	New Access Gate	1	EA	\$ 27,500.00	\$ 27,500.00
18.	Fiber Optic Pull Boxes	2	EA	\$ 1,750.00	\$ 3,500.00
19.	Fiber Optic Conduit	170	LF	\$ 15.00	\$ 2,550.00
20.	Irrigation System Relocation	1	LS	\$ 2,500.00	\$ 2,500.00
21.	Temporary Access Road Removal and Restoration	410	LF	\$ 25.00	\$ 10,250.00
22.	Site Restoration	1	LS	\$ 15,000.00	\$ 15,000.00
23.	New Equipment Wash-Down Pad	23	CY	\$ 250.00	\$ 5,750.00
24.	Indemnification Fee	1	EA	\$ 10.00	\$ 10.00
25.	New Roadway Culverts	340	LF	\$ 65.00	\$ 22,100.00

Total Base Bid Amount (In Numbers): \$ 373,653.66

Total Base Bid Amount in Words:

Three hundred seventy three thousand six hundred fifty three dollars and

**NOTES**

- Contractor shall furnish and install bid items 1 through 25 for a complete and operational site access system in accordance with the contract documents.
- Where a difference occurs between Total Bid Amount in "Numbers" and Total Bid Amount in "Words", words shall be used as the bid.
- 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 lessing out those items not included in the award.

**Prineville WTP Site Upgrades****E-Bid Reply - Alternate #1**

July 10, 2012

Company Name: Mancil's Tractor Service, Inc.

	Description	Quantity	Units	Unit Cost	Total Cost
1.	Mobilization	1	LS	\$ 26,000.00	\$ 26,000.00
2.	Pre-Construction Video	1	LS	\$ 500.00	\$ 500.00
3.	Construction Stakeout	1	LS	\$ 5,500.00	\$ 5,500.00
4.	Maintenance of Traffic	1	LS	\$ 3,500.00	\$ 3,500.00
5.	Temporary Security Fence	130	LF	\$ 10.00	\$ 1,300.00
6.	Site Preparation and Demolition	1	LS	\$ 25,000.00	\$ 25,000.00
7.	Construct Temporary Access Road	151	CY	\$ 82.10	\$ 12,397.10
8.	Erosion, Sediment and Dust Control	1	LS	\$ 8,500.00	\$ 8,500.00
9.	Construct Temporary Access Road Culverts	60	LF	\$ 40.00	\$ 2,400.00
10.	Construct New Precast Wall System	1	LS	\$ 25,000.00	\$ 25,000.00
11.	Roadway Pavement System - Subgrade	968	CY	\$ 6.75	\$ 6,534.00
12.	Roadway Pavement System - Base Course	468	CY	\$ 226.00	\$ 105,876.81
13.	Roadway Pavement System - Surface Course S-III	171	CY	\$ 240.00	\$ 41,128.89
14.	Roadway Pavement System - Surface Course S-I	0	CY	\$ -	\$ -
15.	Traffic Island	1	LS	\$ 5,000.00	\$ 5,000.00
16.	Light Poles and Bases	2	EA	\$ 7,500.00	\$ 15,000.00
17.	New Access Gate	1	EA	\$ 27,500.00	\$ 27,500.00
18.	Fiber Optic Pull Boxes	2	EA	\$ 1,750.00	\$ 3,500.00
19.	Fiber Optic Conduit	170	LF	\$ 15.00	\$ 2,550.00
20.	Irrigation System Relocation	1	LS	\$ 2,500.00	\$ 2,500.00
21.	Temporary Access Road Removal and Restoration	410	LF	\$ 25.00	\$ 10,250.00
22.	Site Restoration	1	LS	\$ 15,000.00	\$ 15,000.00
23.	New Equipment Wash-Down Pad	23	CY	\$ 250.00	\$ 5,750.00
24.	Indemnification Fee	1	EA	\$ 10.00	\$ 10.00
25.	New Roadway Culverts	340	LF	\$ 65.00	\$ 22,100.00

Total Base Bid Amount (In Numbers): \$ 372,796.80

Total Alternative 1 Bid Items Amount in Words:

Three hundred seventy two thousand seven hundred ninety six

**NOTES**

- Contractor shall furnish and install bid items 1 through 25 for a complete and operational site access system in accordance with the contract documents.
- Where a difference occurs between Total Bid Amount in "Numbers" and Total Bid Amount in "Words", words shall be used as the bid.
- 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 lessing out those items not included in the award.

**Prineville WTP Site Upgrades:****E-Bid Reply - Alternate #2**

July 10, 2012

Company Name: Mancil's Tractor Service, Inc.

	Description	Quantity	Units	Unit Cost	Total Cost
1	Mobilization	1	LS	\$ 26,000.00	\$ 26,000.00
2	Pre-Construction Video	1	LS	\$ 500.00	\$ 500.00
3	Construction Stakeout	1	LS	\$ 5,500.00	\$ 5,500.00
4	Maintenance of Traffic	1	LS	\$ 3,500.00	\$ 3,500.00
5	Temporary Security Fence	130	LF	\$ 10.00	\$ 1,300.00
6	Site Preparation and Demolition	1	LS	\$ 25,000.00	\$ 25,000.00
7	Construct Temporary Access Road	151	CY	\$ 82.10	\$ 12,397.10
8	Erosion, Sediment and Dust Control	1	LS	\$ 8,500.00	\$ 8,500.00
9	Construct Temporary Access Road Culverts	60	LF	\$ 40.00	\$ 2,400.00
10	Construct New Precast Wall System	1	LS	\$ 25,000.00	\$ 25,000.00
11	Roadway Pavement System - Subgrade	968	CY	\$ 6.75	\$ 6,534.00
12ALT	Roadway Pavement System - Lime Rock Base Course	712	CY	\$ 66.80	\$ 47,561.60
13	Roadway Pavement System - Surface Course S-III	171	CY	\$ 240.00	\$ 41,128.89
14	Roadway Pavement System - Surface Course S-I	0	CY	\$ -	\$ -
15	Traffic Island	1	LS	\$ 5,000.00	\$ 5,000.00
16	Light Poles and Bases	2	EA	\$ 7,500.00	\$ 15,000.00
17	New Access Gate	1	EA	\$ 27,500.00	\$ 27,500.00
18	Fiber Optic Pull Boxes	2	EA	\$ 1,750.00	\$ 3,500.00
19	Fiber Optic Conduit	170	LF	\$ 15.00	\$ 2,550.00
20	Irrigation System Relocation	1	LS	\$ 2,500.00	\$ 2,500.00
21	Temporary Access Road Removal and Restoration	410	LF	\$ 25.00	\$ 10,250.00
22	Site Restoration	1	LS	\$ 15,000.00	\$ 15,000.00
23	New Equipment Wash-Down Pad	23	CY	\$ 250.00	\$ 5,750.00
24	Indemnification	1	EA	\$ 10.00	\$ 10.00
25	New Roadway Culverts	340	LF	\$ 65.00	\$ 22,100.00

Total Base Bid Amount (In Numbers): \$314,481.59

Total Alternative 1 Bid Items Amount in Words:

Three hundred fourteen thousand four hundred eighty one dollars and fifty

**NOTES**

- Contractor shall furnish and install bid items 1 through 25 for a complete and operational site access system in accordance with the contract documents.
- Where a difference occurs between Total Bid Amount in "Numbers" and Total Bid Amount in "Words", words shall be used as the bid.
- 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 lessing out those items not included in the award.

**CONTRACTOR'S QUESTIONNAIRE**

**E-BID #20120058**

**Prineville Water Treatment Plant Site Upgrades**

It is understood and agreed that the following information is to be used by the City of Port St. Lucie to determine the qualifications of Bidders to perform the work required. The Bidder waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Bidder.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, Bank, material or equipment manufacturer or distributor, or any person, firm or corporation to furnish the City of Port St. Lucie any pertinent information requested by the City deemed necessary to verify the information on this questionnaire.

Dated this 19th day of July, 2012.

Mancil's Tractor Service, Inc.  
Name of Organization / Proposer

Submitted by: Don R. Mancil, Jr., President  
Name and Title

(If more space is needed, please attach additional sheets.)

1. Type of Organization: Corporation, Partnership, Joint Venture, Individual or other?  
(circle one)

2. If a Corporation answer the following:

When incorporated: 11/17/1994

In what State Florida

Name of Officers: President Don R. Mancil, Jr.  
Vice President: Don R. Mancil, Jr.  
Secretary Don R. Mancil, Jr.  
Treasurer Don R. Mancil, Jr.

3. If a Partnership, answer the following:

Date of organization \_\_\_\_\_

General Limited Partnership \_\_\_\_\_

Name and address of each partner:  
\_\_\_\_\_  
\_\_\_\_\_

(Attach additional pages if necessary)

4. Firm's name and main office address, telephone, fax number, and e-mail address, contact person:

Mancil's Tractor Service, Inc.  
4551 SE Hampton Court, Stuart, FL 34997  
(772) 288-0951; (772) 288-0983 Fax  
Mark D'Annunzio, mark@mancils.com

Prineville Water Treatment Plant Site Upgrades

5. Firm's previous names (if any) What year(s)  
N/A \_\_\_\_\_

6. Area of expertise: Sitework, Paving, Excavation, Demolition, Underground Utilities & Drainage

7. How many years has your organization been in business? 17 Years

8. Describe organization profile, including the size, range of activities, licenses, etc.  
Our company has been in business for approximately 17 years, with over 40 employees and a wide range of equipment. We specialize in paving, excavation, sitework and underground utility/drainage work. We hold numerous licenses, including but not limited to: State of Florida, Martin, St. Lucie, Indian River and Palm Beach Counties, as well as several city registrations/licenses.  
 (This is a Word document - insert lines if necessary.)

9. Number of full time personnel:

	Current	Maximum	Minimum
a. Partners			
b. Managers	2	2	2
c. Supervisors Senior Staff	2	2	2
d. Other Professional Staff	4	5	3
g. Total number of full time personnel	43	60	40

10. What is the roadway & gate construction experience of the principals and supervisory personnel of your organization?  
 Our specialty is roadway work and we have had numerous projects that included gates.

(Add resumes of person that will be assigned to this project – limit one (1) page per person.)

Name	Title	Years of Experience	% of Time to be Spent on City Projects	In What Capacity and With Whom
Rick Mancil	President	20	40%	Project Manager
James Grier	Senior Super.	10	75%	Site Super

11. Provide an organizational chart identifying relationship of entity and sub-contractors (if any) and the role description of key personnel proposed.

12. State your firm's commitment to perform in a timely fashion:  
Mancil's Tractor Service, Inc. is dedicated to workmanship, quality and timely delivery of our services/products to all of our customers, regardless of the size of the project. We strive for complete satisfaction in the quality of our work. Throughout the past 17 years of service in this area, we have not

Prineville Water Treatment Plant Site Upgrades

been assessed liquidated damages nor have we had project delays that were directly due to our inability to perform our services.

13. Submit the current and projected workloads of identified key personnel to be assigned to this contract.

Name	Current and Projected Workloads
Rick Mancil	Mr. Mancil is ultimately in charge of all of our current projects, however, we have a site superintendent in charge of the day to day operations on each jobsite
James Grier	Mr. Grier will be the senior project manager for this project as well 5 other projects.

14. State your firm's ability to meet budget and schedule:

Mancil's Tractor Service, Inc. has a wide range of our own equipment and a firm reputation with our suppliers to achieve the best cost effective means and methods to complete projects. Our expertise in analyzing, preparing and adhering to a set schedule allows us the ability to be confident that we can perform this project in the time allotted.

15. Provide information regarding any favorable cost containment approaches or ideas that have been successful for you:

By utilizing a hands on approach and constant monitoring for each project, we are able to contain our costs. Our staff is given clear instructions regarding the specifications on each project and the tools and knowledge of job safety which eliminates costly mistakes and/or on the job injuries.

16. Identify any sub-contractor(s) that will be involved, including address(s) and a description of qualification(s).

Company	Qualifications	Job Duties on this Project	List five (5) other Projects where Company has performed similar work in Florida
Precast Wall Systems, 1888 NW 22 <sup>nd</sup> Court, Pompano Beach, FL 33069 (954) 973-8488	Wall Builder with 28 years of service building walls throughout Florida	Precast walls	1. Prineville WTP 2. Wellington WTP 3. City of North Lauderdale, WTP 4. Metro/Dade WTP 5. Margate WTP
Stuart Fence Company PO Box 2636, Stuart, FL 34995			1. Martin County High School 2. FPL Martin Solar

Prineville Water Treatment Plant Site Upgrades

(772) 288-1151			3. City of PSL WTP Darwin 4. FPL Nuclear Plant -Island 5. Centennial High School
Velcon Group, Inc., 702 SW Port St. Lucie Blvd, Port St. Lucie, FL 34953	Registered Surveyor since 1992.	Survey stakeouts and as-builts	1. E-8 Waterway 2. Riverpark Water Basin 3. EWIP Howards Creek 4. Stuart IQ Main 5. 36 <sup>th</sup> St Utility Repair

(This is a Word document - add lines if necessary)

17. Has the Bidder or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years; or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? If yes, please explain:

No

(This is a Word document - insert lines if necessary.)

18. Has the Bidder or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

Yes ( )

No (X)

If yes, please explain:

19. List any lawsuits pending or completed within the last five (5) years involving the corporation, partnership or individuals with more than ten percent (10 %) interest:

None

(N/A is not an acceptable answer - all must be listed)

20. List any judgments from lawsuits in the last five (5) years:

None

(N/A is not an acceptable answer - all must be listed)

21. List any criminal violations and/or convictions of the Bidder and/or any of its principals:

None

(N/A is not an acceptable answer - all must be listed)

Prineville Water Treatment Plant Site Upgrades

22. Is firm claiming to be a Certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, and in accordance with Florida State Statutes, #287.09451?  
Yes ( ) No (X)

If "Yes" was checked, include a copy of certificate with proposal.

23. Has the Bidder obtained a Payment & Performance Bond within the last five (5) years?

Yes (X) No ( )

If "Yes" was checked, state the bonding capacity of the firm. \$10,000,000.00

24. Describe any significant or unique accomplishment in previous contracts. Include any additional data pertinent to firm's capabilities. (Please limit to two (2) pages)

Our company has completed all contracts awarded to us within the time frame specified for each contract, and within the proposed budget (unless additional work has been requested during construction). We strive to achieve complete satisfaction in the workmanship, quality and timeliness of all of our projects.

25. Firm's experience with four (4) roadway construction projects in the State of Florida. Indicate which team member(s) was part of similar contracts. Indicate specifically the nature and extent of the work performed by the individual(s) or firms on prior similar contracts. (Insert additional lines if necessary) Please include client's contact name, address, e-mail, phone number, and year project was built.

**Project #1:**

Name of Individual & Company:

Village of Royal Palm Beach

Client's name, contact information, e-mail, phone number, and the Project Supervisor that was in charge of the project:

Village of Royal Palm Beach, Chris Marsh, 1050 Royal Palm Beach Blvd, Royal Palm Beach, FL 33411, (561) 790-5161, [cmarsh@royalpalmbeach.com](mailto:cmarsh@royalpalmbeach.com), James Grier (Mancil's Project Supervisor)

Overall description of roadway project:

Project Name: La Mancha Avenue Bike Path

Installation of a 5' wide bike path along La Mancha Avenue in Royal Palm Beach. Overall scope included the milling & repaving of the existing roadway, striping & signage, landscaping, relocation of existing mailboxes, concrete driveway & curb removal & re-installation, & drainage.

Description of work performed by the Company: Milling & repaving of roadway, installation of bike path, relocation of mailboxes, drainage work.

Description of the work performed by the individual: Milling & repaving of roadway, installation of bike path, relocation of mailboxes, drainage work, overseeing all sub-contractors and their scope of work to 100% satisfaction of the owner's representative.

Prineville Water Treatment Plant Site Upgrades

Was the firm a subcontractor on this project? No

What was the project total dollar amount? \$532,926.11

List all change orders and dollar amounts:

Change Order #1 – Credit for reduced square yards of baserock, full depth asphalt (two lifts), and the addition of square yardage of milling, one inlet, IPE culvert and underdrain.(-\$1,245.86)

Change Order #2 – Remove two additional concrete driveways. (\$678.02)

Change Order #3 – Relocation of existing inline drain, pipe removal, swale grading, new drainage basin, pipe culvert, and additional sod. (\$2,061.92)

Change Order #4 – Four (4) addition days due to rain days and additional scope.

Was the project completed on time and within budget? Yes

What was the project completion date? February, 2012

\*\*\*\*\*

**Project #2:**

Name of Individual & Company:

Martin County Community Redevelopment Agency

Client's name, contact information, e-mail, phone number, and the Project Supervisor that was in charge or the project:

Project Name: Golden Gate Water & Sewer Improvements

Martin County Community Redevelopment Agency, George Dzama, 2401 SE Monterey Road, Stuart, FL 34996, (772) 463-2837, gdzama@martin.fl.us , James Grier (Mancil's Project Superintendent.

Overall description of roadway project:

Installation of water, sewer, drainage, & roadway improvements in the Golden Gate sub-division of Martin County.

Description of work performed by the Company: Water, sewer, drainage and roadway improvements, all sitework.

Description of the work performed by the individual: Water, sewer, drainage and roadway improvements, all sitework and overseeing all sub-contractors and their scope of work to 100% satisfaction of the owner's representative.

Was the firm a subcontractor on this project? No

What was the project total dollar amount? \$815,903.16

List all change orders and dollar amounts:

Prineville Water Treatment Plant Site Upgrades

Change Order #1 – addition quantities in scope for water & sewer based on field directives from the owner.  
(\$52,582.78)

Was the project completed on time and within budget? Yes

What was the project completion date? January, 2012

\*\*\*\*\*

**Project #3:**

Name of Individual & Company:

Martin County Board of County Commissioners

Client's name, contact information, e-mail, phone number, and the Project Supervisor that was in charge or the project:

Martin County Board of County Commissioners, Greg Nolte, 2401 SE Monterey Road, Stuart, FL 34996,  
(772) 288-5927, [gnolte@martin.fl.us](mailto:gnolte@martin.fl.us) , James Grier (Mancil's Project Supervisor)

Overall description of roadway project:

Project Name: Stuart Beach Parking Lot Improvements

Parking lot removal & replacement, installation of fence and gates, park pavilions, striping & signage, sod and landscaping, irrigation, upland preserve area preservation, sidewalk & curbing.

Description of work performed by the Company: Parking lot improvements, installation of fence & gates, sod, sidewalk & curbing.

Description of the work performed by the individual: Parking lot improvements, installation of fence & gates, sod, sidewalk & curbing, site work, overseeing all sub-contractors and their scope of work to 100% satisfaction of the owner's representative.

Was the firm a subcontractor on this project? No

What was the project total dollar amount? 462,363.47

List all change orders and dollar amounts:

Change Order #1 – Install Shadow Box Fence \$4,629.63

Change Order #2 – Planting of Western Wetland \$33,830.26

Change Order #3 – Additional Chainlink Fencing Along Southern Property Line \$29,639.20

Was the project completed on time and within budget? Yes

Prineville Water Treatment Plant Site Upgrades

What was the project completion date? October, 2011

\*\*\*\*\*

**Project #4:**

Name of Individual & Company:

Town of Jupiter

Client's name, contact information, e-mail, phone number, and the Project Supervisor that was in charge or the project:

Town of Jupiter, Tom Lepore, 210 Military Trail, Jupiter, FL 33458, (561) 741-2680, [toml@jupiter.fl.us](mailto:toml@jupiter.fl.us) , James Grier (Mancil's Project Supervisor)

Overall description of roadway project:

Project Name: Maplewood Drive Improvements

Paving of Maplewood Drive, Jupiter, Florida. Including sitework, baserock, subgrade, paving, handrail, concrete sidewalks & curbs, underground utility work, striping & signage, landscaping & sod.

Description of work performed by the Company: Paving, sod, sitework, baserock, subgrade, paving, handrail, concrete sidewalks & curbs, underground utility work.

Description of the work performed by the individual: Paving, sod, sitework, baserock, subgrade, paving, handrail, concrete sidewalks & curbs, underground utility work, overseeing all sub-contractors and their scope of work to 100% satisfaction of the owner's representative

Was the firm a subcontractor on this project? No

What was the project total dollar amount? \$334,930.27

List all change orders and dollar amounts: None

Was the project completed on time and within budget? Yes

What was the project completion date? February, 2010

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- 26. Firm's experience with five (5) gate construction projects in the State of Florida. Indicate which team member(s) was part of similar contracts. Indicate specifically the nature and extent of the work performed by the individual(s) or firms on prior similar contracts. (Insert additional lines if necessary) Please include client's contact name, address, e-mail, phone number, and year project was built.

**Project #1:**

Name of Individual & Company:

Martin County Board of County Commissioners

Prineville Water Treatment Plant Site Upgrades

Client's name, contact information, e-mail, phone number, and the Project Supervisor that was in charge or the project:

Martin County Board of County Commissioners, Greg Nolte, 2401 SE Monterey Road, Stuart, FL 34996, (772) 288-5927, [gnolte@martin.fl.us](mailto:gnolte@martin.fl.us), James Grier (Mancil's Project Supervisor)

Overall description of roadway project:

Project Name: Stuart Beach Parking Lot Improvements

Parking lot removal & replacement, installation of fence and gates, park pavilions, striping & signage, sod and landscaping, irrigation, wetland plantings, sidewalk & curbing.

Description of work performed by the Company: Parking lot improvements, installation of fence & gates, sod, sidewalk & curbing.

Description of the work performed by the individual: Parking lot improvements, installation of fence & gates, sod, sidewalk & curbing, site work, overseeing all sub-contractors and their scope of work to 100% satisfaction of the owner's representative.

Was the firm a subcontractor on this project? No

What was the project total dollar amount? 462,363.47

List all change orders and dollar amounts:

Change Order #1 – Install Shadow Box Fence \$4,629.63

Change Order #2 – Planting of Western Wetland \$33,830.26

Change Order #3 – Additional Chainlink Fencing Along Southern Property Line \$29,639.20

Was the project completed on time and within budget? Yes

What was the project completion date? October, 2011

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**Project #2:**

Name of Individual & Company:

South Florida Water Management District

Client's name, contact information, e-mail, phone number, and the Project Supervisor that was in charge or the project:

South Florida Water Management District, Howard "Buff" Searcy, 3301 Gun Club Road, West Palm Beach, FL 33406 (561) 242-5520, [hsearcy@sfwmd.gov](mailto:hsearcy@sfwmd.gov), James Grier (Mancil's Project Supervisor)

Prineville Water Treatment Plant Site Upgrades

Overall description of roadway project:

Project Name: Allapattah Cottage Road Upgrades

Clearing, grading, cattle guards, chain link, wood, & split rail fence & gates, sod & landscape, parking lot paving, concrete curbs & sidewalks, underground drainage.

Description of work performed by the Company: Clearing, grading, cattle guards, chain link, wood, & split rail fence & gates, parking lot paving, concrete curbs & sidewalks, underground drainage.

Description of the work performed by the individual: Clearing, grading, cattle guards, chain link, wood, & split rail fence & gates, parking lot paving, concrete curbs & sidewalks, underground drainage, overseeing all sub-contractors and their scope of work to 100% satisfaction of the owner's representative.

Was the firm a subcontractor on this project? N

What was the project total dollar amount? \$370,143.97

List all change orders and dollar amounts:

Change Order #1 – Additional scope per field directive \$12,643.97

Was the project completed on time and within budget? Yes

What was the project completion date? March, 2011

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**Project #3:**

Name of Individual & Company:

Delray Beach Community Redevelopment Agency

Client's name, contact information, e-mail, phone number, and the Project Supervisor that was in charge or the project:

Delray Beach Community Redevelopment Agency, Jeff Costello, 20 N. Swinton Avenue, Delray Beach, FL 33444, (561) 276-8640, [costelloj@mydelraybeach.com](mailto:costelloj@mydelraybeach.com), Rick Mancil (Mancil's Project Supervisor)

Overall description of roadway project:

Mt. Olive Baptist Church Parking Lot Improvements

Parking lot improvements including sod, landscape, irrigation, fencing & gates.

Description of work performed by the Company: Parking lot improvements (paving & sitework) including fencing & gates and underground utility work.

Prineville Water Treatment Plant Site Upgrades

Description of the work performed by the individual: Parking lot improvements (paving & sitework) including fencing & gates, underground utility work and overseeing all sub-contractors and their scope of work to 100% satisfaction of the owner's representative.

Was the firm a subcontractor on this project? No

What was the project total dollar amount? \$135,127.41

List all change orders and dollar amounts: None

Was the project completed on time and within budget? Yes

What was the project completion date? July, 2011

\*\*\*\*\*

**Project #4:**

Name of Individual & Company:

Delray Beach Community Redevelopment Agency

Client's name, contact information, e-mail, phone number, and the Project Supervisor that was in charge or the project:

Delray Beach Community Redevelopment Agency, Jeff Costello, 20 N. Swinton Avenue, Delray Beach, FL 33444, (561) 276-8640, [costelloj@mydelraybeach.com](mailto:costelloj@mydelraybeach.com), Rick Mancil (Mancil's Project Supervisor)

Overall description of roadway project:

Spady Museum Parking Lot Improvements

Parking lot improvements including sod, landscape, irrigation, fencing & gates and underground utility work.

Description of work performed by the Company: Parking lot improvements (paving & sitework) including fencing & gates & underground utility work.

Description of the work performed by the individual: Parking lot improvements (paving & sitework), underground utilities, including fencing & gates overseeing all sub-contractors and their scope of work to 100% satisfaction of the owner's representative.

Was the firm a subcontractor on this project? No

What was the project total dollar amount? \$216,375.11

List all change orders and dollar amounts:

Change Order #1 – Reduction in quantity per field measurements (-\$5,551.79)

Prineville Water Treatment Plant Site Upgrades

Was the project completed on time and within budget? Yes

What was the project completion date? July, 2011

\*\*\*\*\*

**Project #5:**

Name of Individual & Company:

Martin County Board of County Commissioners

Client's name, contact information, e-mail, phone number, and the Project Supervisor that was in charge or the project:

Martin County Board of County Commissioners, Greg Nolte, 2401 SE Monterey Road, Stuart, FL 34996, (772) 288-5927, [gnolte@martin.fl.us](mailto:gnolte@martin.fl.us), James Grier (Mancil's Project Supervisor)

Overall description of roadway project:

Project Name: Old Palm City Water Quality Retrofit

Water, sewer, drainage & roadway improvements including sod, landscaping, irrigation, fence & gates.

Description of work performed by the Company: Water, sewer, drainage & roadway improvements, & fence & gates.

Description of the work performed by the individual: Water, sewer, drainage & roadway improvements, & fence & gates, overseeing all sub-contractors and their scope of work to 100% satisfaction of the owner's representative.

Was the firm a subcontractor on this project? No

What was the project total dollar amount? \$842,080.82

List all change orders and dollar amounts:

- Change Order #1 – Headwall design & Installation \$5,759.25
- Change Order #2 – Additional Drainage at Hammerheads \$45,878.30
- Change Order #3 – Revised Outfall Swale \$5,343.75
- Change Order #4 – Addition of Handrails per Field Directive \$2,381.73

Was the project completed on time and within budget? Yes

What was the project completion date? October, 2011

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# *Mancil's Tractor Service, Inc.*

4551 SE Hampton Court  
Stuart, Florida 34997  
772-288-0951 Office 772-288-0983 Fax

## *Completed Projects & Professional References*

**Martin County BOCC**  
2401 SE Monterey Road  
Stuart, FL 34996  
Greg Nolte (772) 288-5927

**Projects:**

Stuart Beach Parking Lot Improvements  
Contract Date: 01/2011  
Completed: 10/2011  
Original Contract Amount: \$394,264.77  
Completed Contract Amount: \$462,363.47

Old Palm City Water Quality Retrofit  
Contract Date: 3/7/2011  
Completed: 11/25/2011  
Original Contract Amount: \$782,717.79  
Completed Contract Amount: \$842,080.82

George Dzama (772) 463-2837

Golden Gate Water & Sewer Improvements  
Contract Date: 04/2011  
Completed: 01/2012  
Original Contract Amount: \$756,560.35  
Completed Contract Amount: \$815,903.16

Ken Vreelan (772) 288-5481

Grouper Avenue - Stuart, Florida  
Contract Date: 03/25/2009  
Completed: 07/29/2009  
Original Contract Amount: \$52,095.20  
Completed Contract Amount: \$67,346.27

Halpatiokee Park & Ride - 7645 Lost River Rd, Stuart, Florida  
Contract Date: 03/10/2010  
Completed: 07/20/2010  
Original Contract Amount: \$160,558.20  
Completed Contract Amount: \$160,558.20

SR-707 - Martin County  
Contract Date: 05/17/2010  
Completed: 11/30/2010  
Original Contract Amount: \$98,011.56  
Completed Contract Amount: \$95,423.81

# *Mancil's Tractor Service, Inc.*

**Delray Beach CRA**

20 N. Swinton Avenue  
Delray Beach, FL 33444  
Jeff Costello (561) 276-8640

**Projects:**

362 NE 3rd Avenue - Delray Beach, Florida  
Contract Date: 04/2011  
Completed: 12/2011  
Original Contract Amount: \$128,828.24  
Completed Contract Amount: \$122,890.52

57 SW 5th Avenue - Delray Beach, Florida  
Contract Date: 06/2011  
Completed: 12/2011  
Original Contract Amount: \$221,926.90  
Completed Contract Amount: \$216,375.11

Mt. Olive Baptist Church - Delray Beach, Florida  
Contract Date: 02/2011  
Completed: 07/2011  
Original Contract Amount: \$135,127.41  
Completed Contract Amount: \$135,127.41

Spady Museum - Delray Beach, Florida  
Contract Date: 02/2011  
Completed: 07/2011  
Original Contract Amount: \$159,580.60  
Completed Contract Amount: \$158,013.45

**Archer Western Contractors, LTD**

4501 NE 21st Lane  
Fort Lauderdale, FL 33308  
Jeff Hutchinson (772) 678-7600

**Projects:**

Jensen Beach Causeway - Jensen Beach, Florida  
Contract Date: 09/02/2003  
Completed: 07/2006  
Original Contract Amount: \$4,500,000.00  
Completed Contract Amount: \$4,500,000.00

**Hudson Construction Company**

1455 Old Alabama Road  
Atlanta, GA 30076  
Jay Gibbs (770) 587-5800

**Projects:**

Home Depot - Gatlin Boulevard - Port St. Lucie, Florida  
Contract Date: 09/01/2006  
Completed: 09/25/2007  
Original Contract Amount: \$3,175,620.00  
Completed Contract Amount: \$3,272,194.00

Sam's Club - 5565 20th Street, Vero Beach, Florida  
Contract Date: 11/06/2007  
Completed: 02/10/2009  
Original Contract Amount: \$1,394,846.00  
Completed Contract Amount: \$1,617,635.75

# *Mancil's Tractor Service, Inc.*

## **White-Spinner Construction**

P.O. Box 7986  
Mobile, AL 36670  
(251) 471-5189

## **Collage Companies**

585 Technology Park, Suite 100  
Lake Mary, FL 32746  
David Trindade (561) 262-2773

## **Engineer Control Systems, Inc.**

1175 NE 125th Street  
Miami, FL 39161  
Frank Zayas (305) 613-5590

## **Town of Jupiter**

210 Military Trail  
Jupiter, FL 33458  
Tom LePore (561) 741-2680

## **Community Management Organization**

3700 Clubhouse Lane  
Boynton Beach, FL 33436  
Judy Irber (561) 734-5000

## **Projects:**

Home Depot - 2700 Hwy 441 South, Okeechobee, Florida  
Contract Date: 06/20/2007  
Completed: 03/10/2008  
Original Contract Amount: \$1,372,973.00  
Completed Contract Amount: \$1,372,973.00

## **Projects:**

Sportsman's Park - Prima Vista Blvd., Port St. Lucie, Florida  
Contract Date: 03/10/2010  
Completed: 07/20/2010  
Original Contract Amount: \$142,743.00  
Completed Contract Amount: \$145,743.00

Mary Ann Cernuto Family Park - Port St. Lucie, Florida  
Contract Date: 12/12/2006  
Completed: 06/19/2007  
Original Contract Amount: \$124,391.00  
Completed Contract Amount: \$138,657.00

Fred Cook Neighborhood Park - Port St. Lucie, Florida  
Contract Date: 04/11/2006  
Completed: 08/22/2006  
Original Contract Amount: \$33,609.81  
Completed Contract Amount: \$56,086.37

## **Projects:**

Farm Road Bridge Replacement - Indiantown, Florida  
Contract Date: 11/07/2008  
Completed: 05/07/2009  
Original Contract Amount: \$296,000.00  
Completed Contract Amount: \$296,678.65

## **Projects:**

Maplewood Drive Improvements - Jupiter, Florida  
Contract Date: 03/17/2009  
Completed: 02/24/2010  
Original Contract Amount: \$306,092.09  
Completed Contract Amount: \$334,930.27

## **Projects:**

Hunter's Run - Stratford Lane, Boynton Beach, Florida  
Contract Date: 05/06/2009  
Completed: 10/20/2009  
Original Contract Amount: \$1,123,000.00  
Completed Contract Amount: \$1,127,065.00

# MUNICIPAL TRACTOR SERVICE, INC.

## **Custom Built Marine Construction**

1321 SE Decker Avenue  
Stuart, FL 34994  
Dave Corrigan (772) 288-4254

## **Palm Beach County Environmental Resources Management Division**

2300 N. Jog Road, 4th Floor  
West Palm Beach, FL 33411  
Michael Evans (561) 233-2453

## **Engel Construction Inc.**

1523 SW 21st Avenue  
Ft. Lauderdale, FL 33312  
(954) 583-1109

## **Britt & Britt Constructors, Inc.**

3669 SE Salerno Road  
Stuart, FL 34997  
Greg Britt (772-283-1599)

## **South Florida Water Management District**

3301 Gun Club Road  
West Palm Beach, FL 33406  
Howard Searcy (561) 242-5520

## **Quest Contracting Services, Inc.**

5715 Corporate Parkway  
West Palm Beach, FL 33407  
Henry Ruiz (561) 691-9400

## **Projects:**

Jensen Beach Boat Ramp - Indian River Dr, Jensen Beach, Flo:  
Contract Date: 07/21/2009  
Completed: 05/13/2009  
Original Contract Amount: \$480,359.00  
Completed Contract Amount: \$500,830.50

## **64th Avenue Drainage Improvements - Hollywood, Florida**

Contract Date: 10/14/2009  
Completed: 02/22/2010  
Original Contract Amount: \$79,842.75  
Completed Contract Amount: \$80,842.75

## **Projects:**

Limestone Creek Phase III  
Contract Date: 08/18/2009  
Completed: 05/05/2010  
Original Contract Amount: \$214,663.43  
Completed Contract Amount: \$250,357.86

## **Projects:**

Galleria Mall - West Palm Beach, Florida  
Contract Date: 08/12/2010  
Completed: 10/25/2010  
Original Contract Amount: \$229,337.00  
Completed Contract Amount: \$230,417.00

## **Projects:**

Treasure Coast Hospice - 5000 Dunn Road, Port St. Lucie, Flo:  
Contract Date: 05/05/2009  
Completed: 01/31/2011  
Original Contract Amount: \$487,022.84  
Completed Contract Amount: \$521,297.92

## **Projects:**

Allapattah Cottage Road Upgrade - Martin County, Florida  
Contract Date: 12/01/2010  
Completed: 03/16/2011  
Original Contract Amount: \$357,500.00  
Completed Contract Amount: \$370,143.97

## **Projects:**

Community of Hope Church - 14101 Okeechobee Road  
Loxahatchee Groves, Florida  
Contract Date: 01/13/2010  
Completed:  
Original Contract Amount: \$566,370.45  
Completed Contract Amount: \$ 590,943.44

# *Mancil's Tractor Service, Inc.*

**Habitat for Humanity**

2555 SE Bonita Street  
Stuart, FL 34997  
Bobby (772) 485-3248

**Projects:**

SE Driftwood Lane - Between Grant & Lee  
Contract Date: 08/2011  
Completed: 11/2011  
Original Contract Amount: \$10,000.00  
Completed Contract Amount: \$10,000.00

**LCI of South Florida, Inc.**

933 South Military Trail, Unit 3E  
West Palm Beach, FL 33415  
Daryl Cook (561) 578-5390

**Projects:**

Jetson's TV & Appliance Center - Port St. Lucie, Florida  
Contract Date: 02/18/2009  
Completed: 01/25/2011  
Original Contract Amount: \$255,980.00  
Completed Contract Amount: \$349,913.76

**Village of Royal Palm Beach**

1050 Royal Palm Beach Blvd.  
Royal Palm Beach, FL 33411  
Chris Marsh (561) 790-5161

**Projects:**

La Mancha Avenue Bike Path  
Contract Date: 09/06/2011  
Completed: 03/2012  
Original Contract Amount: \$534,333.53  
Completed Contract Amount: \$532,926.11

**Underwater Engineering Services, Inc.**

3306 Enterprise Road  
Fort Pierce, FL 34982  
David Licklitter (772) 337-3116

**Projects:**

C-41A Canal Bank Stabilization  
Contract Date: 01/25/2011  
Completed: 11/30/2011  
Original Contract Amount: \$1,629,000.00  
Completed Contract Amount: \$1,629,000.00

**City of Vero Beach**

PO Box 1389  
Vero Beach, FL  
Don Dexter (772) 978-4872

**Projects:**

Conn Beach Restoration  
Contract Date: 02/15/2012  
Completed: 03/15/2012  
Original Contract Amount: \$93,200.00  
Completed Contract Amount: \$63,472.14

# **JAMES GRIER**

4551 SE HAMPTON COURT STUART, FL 34997  
PHONE: 772-288-0951  
CELL: 772-263-6365

## **SITE DEVELOPMENT SUPERINTENDENT**

### **PROFILE**

Results oriented, hands-on construction superintendent with 9+ years of expertise in all facets of sitework construction. Verifiable track record for the successful completion of million dollar projects through coordinating trades, developing partnerships and building positive rapport with clients, engineers, local officials, and vendors while maintaining costs. Well versed in document preparation, building code and regulations, material purchasing and site management.

### **PROFESSIONAL EXPERIENCE**

MANCILS TRACTOR SERVICE, INC., Stuart, FL 2002 - Present  
**CONSTRUCTION SITE MANAGER**

Plan, organize, and manage the overall grading and paving construction development. Responsibilities include blueprint review and analysis of projects, preparation of construction documents, sub-contractor selection, material purchasing, scheduling, building code compliance, project development, quality control. Supervise crews of up to 100 trade workers.

### **SELECTED ACCOMPLISHMENTS**

- Project completion on time while meeting strict timelines and budget requirements.
- Developed and enforced company policies, procedures, and project safety regulations.
- Scheduled client meetings, conducted needs assessment, planned, and managed the projects from start to finish.
- Developed strong employee and sub contractor productivity and ability to identify, isolate, and eliminate work hazards.
- Became main source of information for staff through daily contact in a quick, professional and considerate manner.
- Established solid, positive, and productive work environment – by understanding the role and the needs of all team members.
- Certified Technician for Temporary Traffic Control.

# DON R MANCIL, JR

4551 SE Hampton Ct.  
Stuart, FL 34997  
[rick@mancils.com](mailto:rick@mancils.com)

Tel: 772-288-0951  
Fax: 772-288-0983  
Cell: 772-260-7334

## COMPLETE SITE DEVELOPMENT EXECUTIVE MANAGEMENT

### SUMMARY

More than 20 years of heavy construction, earthwork, paving and related sitework management. Proven ability to establish and direct site improvement operations. Consistent record of increasing revenue and profitability. Adept at recruiting and training effective superintendents, operators and administrative teams. Frequently recognized by industry peers for Outstanding Service and Satisfaction. Able to oversee all aspects of the operations, including finance, estimating, sales, marketing and accounting. Outstanding leadership, negotiation, customer service, and communication skills.

### PROFESSIONAL EXPERIENCE

#### Mancil's Tractor Service, Inc., Stuart, FL

1989 – Present

#### Owner/President

- Started business grading with one dump truck and a small tractor, and expanded to 75+ pieces of heavy equipment and 50+ vehicles and trailers
- Expanded services offered to include asphalt paving, curbing, sidewalks, striping and signage, and underground utilities as the need arose to provide complete sitework packages to clients.
- Achieved profitability every year since conception, exceeding \$12 million in annual sales. Increased staff from 1 employee to 70 employees to meet business growth.
- Carried out complete organization of the business in the field and in the office. Hired, trained and managed operators, superintendents, estimators and administrative assistants.

### COMPLETED PROJECTS

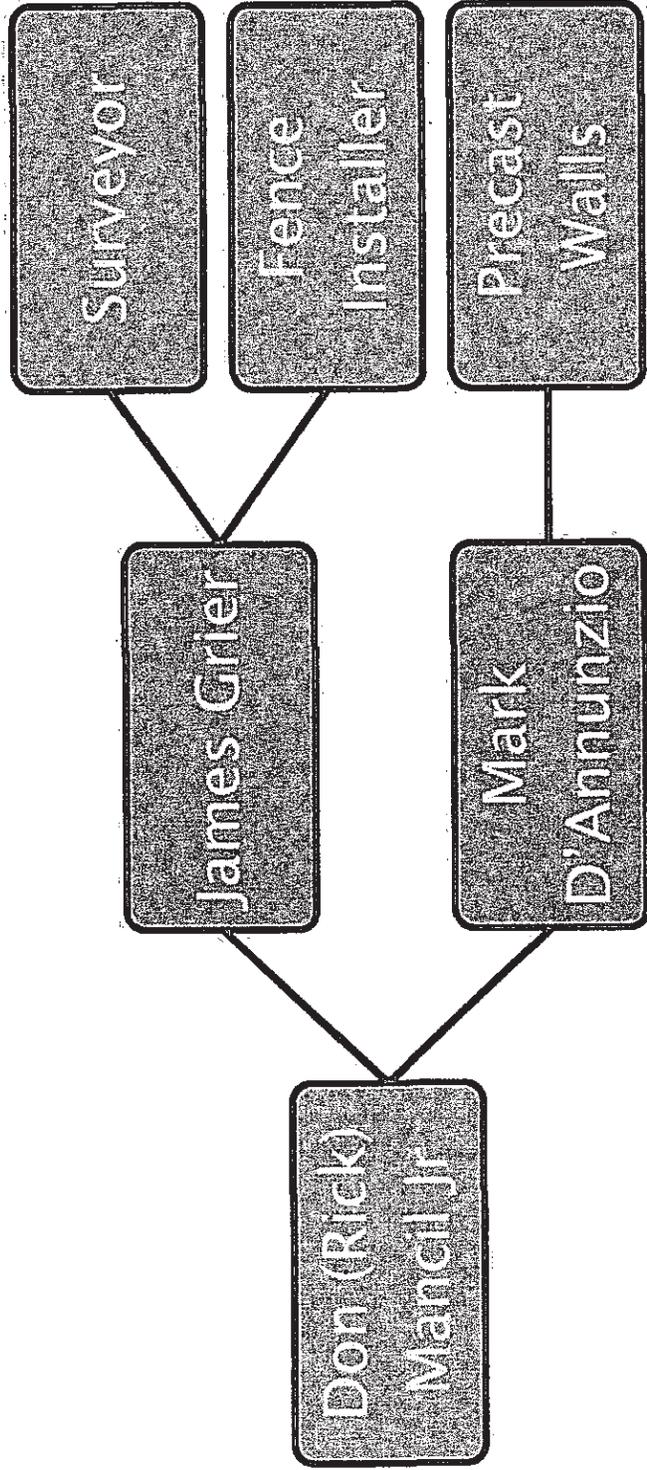
- Jensen Beach Causeway Bridge Improvements, Martin County, Florida
- Golden Gate Sewer & Drainage Improvements, Martin County, Florida
- Old Palm City Water Quality Retrofit, Martin County, Florida
- Stuart Beach Parking Lot, Martin County, Florida
- Farm Road Bridge Replacement, Indiantown, Martin County, Florida
- SW Fuge Road, Stuart, Martin County, Florida
- Home Depots, St Lucie and Okeechobee Counties, Florida
- Sam's Club, Vero Beach, Indian River County, Florida

### SELECTED ACCOMPLISHMENTS

- Consistently completed projects on time and under budget.
- Achieved and maintained specialty contractors licensing for Commercial Paving, Excavation and Demolition.
- Certificate of Achievement from Florida Atlantic University for Safety Science Program
- Certified Quest Estimator 7.0
- Certified Technician for Temporary Traffic Control
- Charitable contributor within our community.

Mancil's Tractor Service Inc. for  
PRINEVILLE WATER TREATMENT PLANT SITE UPGRADES

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## DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes hereby certifies that

Mancil's Tractor Service, 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 under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, 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.



Bidder's Signature

July 19, 2012

Date



**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**

E-Bid #20120058

State of Florida

County of Martin

Don R. Mancil, Jr., \_\_\_\_\_ being first duly sworn, disposes and says that:  
(Name/s)

1. They are President \_\_\_\_\_ of Mancil's Tractor Service, Inc. the Bidder that  
(Title) (Name of Company)

has submitted the attached bid/PROPOSAL;

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid/PROPOSAL;

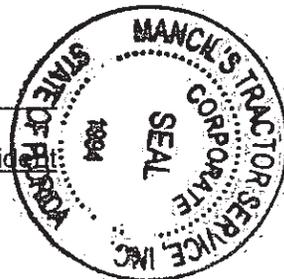
3. Such Bid/Proposal is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder/Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Port St. Lucie or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) *Don R. Mancil, Jr.*

(Title) Don R. Mancil, Jr., President



STATE OF FLORIDA  
COUNTY OF Martin

The foregoing instrument was acknowledged before me this July 19, 2012  
(Date)

By: Don R. Mancil, Jr. who is personally known to me or who has produced

\_\_\_\_\_ as identification and who did (did not) take an oath.

*Wanda Sue Smart*

Notary (print & sign name)

Commission No. DD 967677



WANDA SUE SMART  
MY COMMISSION # DD 967677  
EXPIRES: April 25, 2014  
Bonded Thru Budget Notary Services

**MANCIL'S TRACTOR SERVICE, INC.**

**LIST OF SUBCONTRACTORS**

**E-BID #20120058**

**PRINEVILLE WATER TREATMENT PLANT SITE UPGRADES**

---

Subcontractor Name:        PRECAST WALL SYSTEMS  
Address:                      1888 NW 22<sup>ND</sup> COURT  
                                      POMPANO BEACH, FL 33069  
Work to be Performed:     PRECAST WALLS

---

Subcontractor Name:        VELCON GROUP INC.  
Address:                      702 SW PORT ST LUCIE BLVD  
                                      PORT ST LUCIE, FL 34953  
Work to be Performed:     Verify Boundary, Stakeout, & As-Built Survey

---

Subcontractor Name:        STUART FENCE COMPANY  
Address:                      PO BOX 2636  
                                      STUART, FL 34995  
Work to be Performed:     GATES & FENCING

---

ALL OTHER WORK TO BE PERFORMED BY MANCIL'S TRACTOR SERVICE  
INC.

CITY OF PORT ST. LUCIE  
E-BID # 20120058

**PROJECT TITLE: Prineville Water Treatment Plant Site Upgrades**

**CONTRACTOR VERIFICATION FORM**

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of Firm: Mancil's Tractor Service, Inc.

Corporate Title: President

Address: 4551 SE Hampton Court

Stuart, FL 34997

(Zip Code)

By: Don R. Mancil, Jr. President  
(Print name) (Print title)

\_\_\_\_\_  
(Authorized Signature)

Telephone: (772) 288-0951

Fax: (772) 288-0983

State License # CGC 1518859 (ATTACH COPY)

County License.# 25735,19900, 25806 (ATTACH COPY)

City License: (ATTACH PROOF OF REGISTRATION WITH THE CITY)

Type of License: Paving, Demolition, Excavation, Clearing

Unlimited Yes (yes/no)

If "NO", Limited to what trade? \_\_\_\_\_



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

(850) 487-1395

MEHAFFEY, TIMOTHY F
MANCIL'S TRACTOR SERVICE, INC.
7548 SOUTH US HIGHWAY 1
SUITE 301
PORT ST LUCIE FL 34952

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation.

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.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers.



STATE OF FLORIDA AC# 616160
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CGC1518859 06/13/12 118199340

CERTIFIED GENERAL CONTRACTOR
MEHAFFEY, TIMOTHY F
MANCIL'S TRACTOR SERVICE, INC

IS CERTIFIED under the provisions of Ch. 489 FS
Expiration date: AUG 31, 2014 L12061300870

DETACH HERE

THIS DOCUMENT HAS A COLORED BACKGROUND • MICROPRINTING • LINEMARK™ PATENTED PAPER

AC# 6161604

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12061300870

Table with 3 columns: DATE, BATCH NUMBER, LICENSE NBR. Row 1: 06/13/2012, 118199340, CGC1518859

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS
Expiration date: AUG 31, 2014

MEHAFFEY, TIMOTHY F
MANCIL'S TRACTOR SERVICE, INC
4551 SE HAMPTON COURT
STUART FL 34997

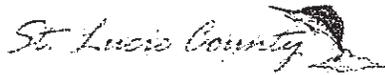


RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW

St. Lucie County  
CONTRACTOR  
IDENTIFICATION CARD

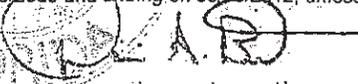


County Certification Number: 25735

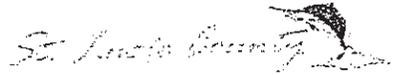
Class Code: Land Clearing

This is to certify that DON R MANCIL DBA MANCIL'S TRACTOR SERVICE INC has been issued a County Certificate in St. Lucie County, beginning on 03/20/2009 and ending on 09/30/2012, unless license is revoked.

Automated Inspection Line: (772) 462 - 1261  
Inspection Line: (772) 462 - 2172  
Contractor Licensing: (772) 462 - 1673  
Contractor Fax Line: (772) 462 - 1148

  
Authorized Licensing Official

St. Lucie County  
CONTRACTOR  
IDENTIFICATION CARD

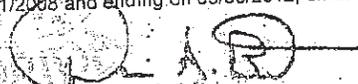


County Certification Number: 19900

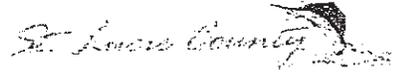
Class Code: Paving

This is to certify that MANCIL DON R DBA MANCIL'S TRACTOR SERVICE INC has been issued a County Certificate in St. Lucie County, beginning on 10/01/2008 and ending on 09/30/2012, unless license is revoked.

Automated Inspection Line: (772) 462 - 1261  
Inspection Line: (772) 462 - 2172  
Contractor Licensing: (772) 462 - 1673  
Contractor Fax Line: (772) 462 - 1148

  
Authorized Licensing Official

St. Lucie County  
CONTRACTOR  
IDENTIFICATION CARD

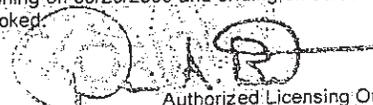


County Certification Number: 25806

Class Code: Demolition

This is to certify that MYRA S. SMITH DBA MANCIL'S TRACTOR SERVICE INC has been issued a County Certificate in St. Lucie County, beginning on 05/20/2009 and ending on 09/30/2012, unless license is revoked.

Automated Inspection Line: (772) 462 - 1261  
Inspection Line: (772) 462 - 2172  
Contractor Licensing: (772) 462 - 1673  
Contractor Fax Line: (772) 462 - 1148

  
Authorized Licensing Official

CITY OF PORT ST. LUCIE  
BUILDING DEPARTMENT  
CERTIFICATE OF COMPETENCY  
EXPIRE: 09/30/12

110206

MANCIL, DON R.  
MANCIL'S TRACTOR SERVICE INC.  
4551 SE HAMPTON CT  
STUART, FL 34997

SIGNATURE \_\_\_\_\_

EXCAVATION/CLEARING

FL#:

PSL12-10574

CITY OF PORT ST. LUCIE  
BUILDING DEPARTMENT  
CERTIFICATE OF COMPETENCY  
EXPIRE: 09/30/12

104033

MANCIL JR, DON R.  
MANCIL'S TRACTOR SERVICE INC  
4551 SE HAMPTON CT  
STUART, FL 34997

SIGNATURE \_\_\_\_\_

PAVING CONTRACTOR

FL#:

PSL12-5194

CITY OF PORT ST. LUCIE  
BUILDING DEPARTMENT  
CERTIFICATE OF COMPETENCY  
EXPIRE: 09/30/12

110449

SMITH, MYRA  
MANCIL'S TRACTOR SERVICE INC  
4551 SE HAMPTON CT  
STUART, FL 34997

SIGNATURE \_\_\_\_\_

DEMOLITION CONTRACTOR

FL#:

PSL12-10779

## 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)**  
**Mancils Tractor Service, Inc.**

**Business name/disregarded entity name, if different from above**

Check appropriate box for federal tax classification (required):  
 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) ▶ \_\_\_\_\_

Exempt payee

**Address (number, street, and apt. or suite no.)**  
**4551 SE Hampton Ct**

**City, state, and ZIP code**  
**Stuart, FL 34997**

**Requester's name and address (optional)**

**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**

			-			-			
--	--	--	---	--	--	---	--	--	--

**Employer identification number**

6	5	-	0	5	4	6	3	5	1
---	---	---	---	---	---	---	---	---	---

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

**Part III 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 ▶** *Myla Smith*      **Date ▶** *7/19/12*

**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:

- 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.

**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.



# CERTIFICATE OF LIABILITY INSURANCE

MANCT-1

OP ID: KR

DATE (MM/DD/YYYY)

07/19/12

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 Stuart Insurance, Inc. 3070 S W Mapp Palm City, FL 34990 Cabot W. Lord, CIC.	772-286-4334	CONTACT NAME: Cabot Lord
	772-286-9389	PHONE (A/C, No, Ext): 772-286-4334
		FAX (A/C, No): 772-286-9389
	E-MAIL ADDRESS: clord@stuartinsurance.net	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Westfield Insurance	24112
INSURED Mancils Tractor Service, Inc. 4551 SE Hampton Ct. Stuart, FL 34997	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

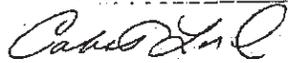
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	X	TRA7416829	02/04/12	02/04/13	EACH OCCURRENCE \$ 1,000,000
	<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						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 150,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY	X	X	TRA7416829	02/04/12	02/04/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB	X	X	TRA7416829	02/04/12	02/04/13	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0						<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE Prod/CO A \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N/A				<input type="checkbox"/> Y <input type="checkbox"/> N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below
	W/C STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$						OTH-ER \$
A	Inland Marine			TRA7416829	02/04/12	02/04/13	Rented equip. 225,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 City of Port St Lucie, political subdivision of the State of Florida its officers, employees and agents, and Contract #20120058 for Prineville Water Treatment Plant Site Upgrades shall be listed and additional insured.  
 Additional insured and waiver of subrogation endorsement attached for General Liability & automobile liability. Per project aggregate endorsement.

## CERTIFICATE HOLDER:

## CANCELLATION

CITYP-1  City of Port Saint Lucie 121 SW Port Saint Lucie Blvd Port Saint Lucie, FL 34984	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 

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BUSINESS AUTO EXPANDED PLUS COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**1. BUSINESS AUTO COVERAGE FORM CA 0001 IS MODIFIED AS FOLLOWS:**

**SECTION II - LIABILITY COVERAGE, item A. 1. Coverage, Who Is An Insured** is amended to include the following additional paragraphs:

- d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form.

However, "insured" does not include any subsidiary that is an "insured" under any other liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limits of insurance.

- e. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or a majority interest. However, coverage under this provision:

(1) Does not apply if the organization you acquire or form is an "insured" under another liability policy or would be "insured" under such a policy but for its termination or the exhaustion of its limits of insurance;

(2) Does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

(3) Is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

- f. Any person or organization with whom you agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under this policy.

This provision only applies if the written contract or agreement has been executed or permit has been issued, prior to the "bodily injury" or "property damage".

- g. Any "employees" of yours while using a covered "auto" you do not own, hire or borrow that "auto".

**SECTION II - LIABILITY COVERAGE**, subparagraphs (2) and (4) of item A. 2. a. **Coverage Extensions, Supplementary Payments** are deleted and replaced with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 per day because of time off from work.

**SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

**SECTION III - PHYSICAL DAMAGE COVERAGE** is amended as follows:

Item A. 4. **Coverage, Coverage Extension** is deleted and replaced with the following:

**4. Coverage Extensions**

**a. Transportation Expenses**

We will pay up to \$50 per day to a maximum of \$1,000 for transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss."

**b. Personal Effects**

We will pay up to \$500 for the "loss" of your personal effects that are contained in a covered "auto" due to the total theft of the covered "auto." We will pay only for those personal effects that are contained in covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

Our payment for loss of or damage to personal effects will apply only on an excess basis over other collectible insurance.

Item A. Coverage, is amended to include the following additional coverage items:

We will pay the expense of returning a stolen covered "auto" to you.

**5. Hired Auto Physical Damage**

If Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this policy, then we will provide the same coverage(s) for those "autos" that you lease, hire, rent or borrow from others. The most we will pay for any one "accident" or "loss" is \$50,000 or Actual Cash Value or Cost of Repair, whichever is less, minus a deductible for each covered "auto" that is equal to the largest deductible on the schedule of "autos" applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.

**6. Fire Department Service Charge**

When a fire department is called to save or protect a covered "auto", its equipment, its contents, or occupants from a covered cause of loss, we will pay up to \$1,000 for your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

No deductible applies to this additional coverage.

Under Paragraph B. Exclusions, the following is added:

Mechanical breakdown does not apply to the accidental discharge of an airbag.

Item B. Exclusions, is amended to include the following:

Exclusions 4.c. and 4.d. do not apply to:

- c. Cellular telephones and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" elec-

trical system, in or upon the covered "auto".

Item C. Limits Of Insurance, is amended to include the following:

3. For those businesses not shown in the Declarations as "auto" dealerships, the following provisions also apply:

- a. In the event of a total loss to a covered "auto", secured by an original lease or loan agreement, in which the cost of repairs plus the salvage value exceeds the actual cash value at the time of "loss", the most we will pay is the greater of:

- (1) The actual cash value of the covered "auto" at the time of "loss"; or

- (2) The amount you owe under the terms of the original lease or loan agreement to which the covered "auto" is subject, reduced by:

- (a) Overdue payments and associated financial penalties as of the date of "loss";

- (b) The transfer or rollover of a previous outstanding lease or loan balance from another vehicle to the original lease or loan for the covered "auto";

- (c) The dollar amount of any unrepaired damage which occurred prior to the date of a total loss, in which the cost of repairs plus the salvage value exceeds the actual cash value;

- (d) All refunds paid or payable to you as a result of the early termination of the lease or loan agreement or, to the extent financed, as a result of the early termination of any warranty or extended service agreement on the covered "auto";

- (e) Financial penalties imposed under the lease agreement for high mileage, excessive use or abnormal wear and tear; and

- (f) Nonrefundable security deposits.

Item D. Deductible is deleted and replaced with the following:

**D. Deductible**

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations.

1. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.
2. Any Collision Coverage deductible amount shall not apply to loss caused by collision between your covered "auto" and an "auto", other than a covered "auto", provided:
  - a. The loss to the covered "auto" is greater than the deductible amount; and
  - b. The owner or operator of such other "auto" has been identified; and
  - c. The owner or operator of such other "auto" is legally liable for the loss to your covered "auto"; and
  - d. There is a valid Property Damage Liability Insurance Policy applicable at the time of the accident with respects to the person or organization legally responsible for such loss to the covered "auto."
3. No deductible shall apply to glass damage if the glass is repaired rather than replaced.

**SECTION IV - BUSINESS AUTO CONDITIONS**  
is amended as follows:

**Item A. Loss Conditions, 2. a. Duties In The Event Of Accident, Claim, Suit Or Loss** is amended to include the following paragraph:

This requirement applies when the "accident," claim, "suit" or "loss" is first known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

The following is added to **Item 5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization for whom you are required in a written contract or agreement to include a waiver of transfer of rights of recovery against others to us, because of payments we make for injury or damage done under a contract with that person or organization.

**Item B. 2. General Conditions, Concealment, Misrepresentation Or Fraud** is amended to include the following additional paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.

**Item B. 7. General Conditions, Policy Period, Coverage Territory** is amended to include the following additional paragraph:

- e. For short-term (30 days or less) hired autos, the coverage territory is anywhere in the world, provided that if the insured's responsibility to pay damages is determined in a "suit," that "suit" is brought in the territory described in Items 7.a. - d.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Designated Construction Projects:**

All Projects

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A and for all medical expenses caused by accidents under Section I - Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A and for all medical expenses caused by accidents under Section I - Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section -III Limits of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Person Or Organization:**

Any person or organization for whom you are required in a written contract or agreement to include a waiver of transfer of rights of recovery against others to us, provided the "bodily injury" or "property damage" occurs subsequent to the execution of the written agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - AUTOMATIC STATUS WHEN  
REQUIRED IN CONSTRUCTION AGREEMENT -  
COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. Section II - Who Is An Insured** is amended to include as an additional insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability caused, in whole or in part, by "your work" performed for that insured and included in the "products-completed operations" hazard.

The coverage afforded to the Additional Insured is solely limited to liability specifically resulting from the conduct of the Named Insured, which may be imputed to the Additional Insured.

**B.** This endorsement provides no coverage to the Additional Insured for liability caused, in whole or in part, out of the claimed negligence of the Additional Insured, other than which may be imputed to the Additional Insured by virtue of the conduct of the Named Insured.

**C.** With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

**This insurance does not apply to:**

1. "Bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawing and specifications; and

b. Supervisory, inspection, architectural, or engineering activities.

2. Willful misconduct of, or for defects in design furnished by, the additional insured or its "employees".

As a condition of coverage, the additional insured shall be obligated to tender the defense and indemnity of every claim or suit to all other insurers that may provide coverage to the additional insured, whether contingent, excess or primary.



**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

**IN FAVOR OF:**

City of Port St Lucie  
121 SW Port St Lucie Blvd  
Port St Lucie, FL 34984

**WORK PERFORMED BY LEASED EMPLOYEES OF:**

Mancils Tractor Services Inc  
4551 SE Hampton Ct  
Stuart, FL 34997

**ON THE FOLLOWING PROJECT:**

Waiver of Subrogation in Favor of City of Port St Lucie political subdivision of the State of Florida its officers, employees, and agents and Contract 20120058 for Prineville Water Treatment Plant Site Upgrades

**FEE FOR THIS WAIVER IS:**

Premium will be waived

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 12/31/2011

Policy No: WC 90-00-818-01

Endorsement No:

Insured: Workforce Business Services, Inc. Alt. Emp: Mancils Tractor Services Inc

Premium: \$

Insurance Company: American Zürich Insurance Company

Countersigned By:



Authorized Representative

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

BOND # BB03453

**KNOW ALL MEN BY THESE PRESENTS**, that we **Mancil's Tractor Service, Inc**  
4551 SE hampton Court  
Stuart, FL 34997

as Principal, hereinafter called the Principal, and **Westchester Fire Insurance Company**  
436 Walnut Street-WA10H  
Philadelphia, PA 19106  
a corporation duly organized under the laws of the State of PA 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 Oblige, hereinafter called the Oblige, 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 **Prineville Water Treatment Plant Site Upgrades, Bid #2010058**

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

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

Signed and sealed this 12 day of July

2012

Mancil's Tractor Service, Inc. 1994

(Principal) (Seal)

(Witness)

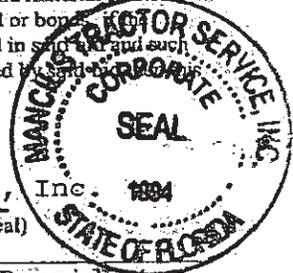
(Title) Don R. Mancil Jr. President

Westchester Fire Insurance Company

(Surety) (Seal)

(Witness)

(Title) Robert Barra Attorney In Fact



ALA DOCUMENT A310 BID BOND AIA © FEBRUARY 1970 ED THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE, N.W. WASHINGTON, D.C. 20006

WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution.

Bob Barra Bonds, Inc.  
9373 West Sample Road, Ste. 206  
Coral Springs, FL 33065  
954-255-9855 fax 255-9857

BB03453

# Power of Attorney

## WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Robert Barra, all of the City of Coral Springs, Florida, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Ten million dollars & zero cents (\$10,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 13 day of February 2012.

WESTCHESTER FIRE INSURANCE COMPANY



*Stephen M. Haney*  
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA

ss.  
On this 13 day of February, AD 2012 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
KAREN E. GRANDT, Notary Public  
City of Philadelphia, Philadelphia County  
My Commission Expires September 28, 2014

*Karen E. Grandt*  
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 2 day of July 2012.



*William L. Kelly*  
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER February 13, 2014.



E-MAILED

**CHECKLIST**

**E-Bid #20120058**

**Prineville Water Treatment Plant Site Upgrades**

**FILE COPY**

Name of Bidder: Mancil's

This checklist is provided to assist Bidders in the preparation of their 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 bid response fully compliant. This checklist is only a guideline -- it is the responsibility of each Bidder to read and comply with the Sealed E-Bid in its entirety.

- E-Bid Reply Sheet #20120058 with proper signature uploaded to Demandstar.
- E-Bid Reply Excel Spreadsheet & E-Bid Reply Excel Spreadsheet - Alternate #1 forms uploaded to Demandstar.
- Drug-Free Workplace Form uploaded to Demandstar.
- 5% Bid Bond uploaded to Demandstar and mailed in & received within three (3) business days after opening.
- All pricing has been mathematically reviewed and all corrections have been initialed.
- All price extensions and totals have been thoroughly checked.
- Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #20120058.
- Required W-9 as per Section 1.24.1 uploaded to Demandstar.
- Copy of Insurance Certificate in accordance with Section 5 of the E-Bid documents uploaded to Demandstar.
- Copy of all required licenses and certifications to do work in the City of Port St. Lucie uploaded to Demandstar.
- Has reviewed the Contract and accept all City Terms and Conditions.
- Contractor's Questionnaire uploaded to Demandstar.
- Required forms: Non-Collusion Affidavit of Prime Bidder; and Contractor Verification Form. All forms are to be uploaded to Demandstar.
- List of all sub-contractors. (Use the Questionnaire for providing all sub-contractors).
- Copy of the Checklist uploaded to Demandstar.

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





*"A City for All Ages"*

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

**Sealed Electronic Bid #20120058  
(E-Bid)**

**Prineville Water Treatment Plant  
Site Upgrades**

Prepared By:  
Robyn Holder, CPPB  
Office of Management & Budget  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984-5099  
772-344-4293  
[rholder@cityofpsl.com](mailto:rholder@cityofpsl.com)

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## INVITATION TO E-BID

Sealed Electronic Bid #20120058 for the Prineville Water Treatment Plant Site Upgrades will be received by the City of Port St. Lucie ("City") no later than **3:00:00 p.m. on July 12, 2012.** Specifications are attached.

All bids must be received by the date and time specified above, when they will be opened and publicly read aloud. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids uploaded to Demandstar.com after the time specified will be accepted or considered. It is the sole responsibility of the Bidder to ensure that his or her bid is uploaded on or before the closing date and time. The City shall in no way be responsible for delays caused by any power outages or internet failures. No exceptions will be made.

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 be able to 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 one-time only non-mandatory Pre-Bid Conference for all Bidders will be held in the Office of Management & Budget Conference Room located in Building A, City Hall Complex, 121 SW Port St. Lucie Blvd., Port St. Lucie, Florida 34984, on **Wednesday, June 13, 2012 at 1:30 pm.** At this time, the specifications and other bidding documents will be explained, and questions regarding the project will be discussed.

The City of Port St. Lucie reserves the right to reject any and all bids, to waive any and all informalities or irregularities, and to accept or reject all or any part of any bid as it may deem to be in the best interest of the citizens of the City.

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. This must be uploaded at time of submittal and then mailed to the City immediately after opening. Thus showing evidence that a bid bond was obtained. Contractors are to send the Bid Bond to the City via regular mail, express mail or hand delivered within three (3) business days after the opening date. This **MUST** be received within three (3) business days or your Bid may not be considered.

For the purpose of this bid, the term Bidder, E-Bidder and Contractor may be used interchangeably.

### Documents required for this E-Bid:

- E-Bid Specifications, pages 1 - 50.
- E-Bid Reply Sheet #20120058, pages 19 - 21 (included in E-Bid Specifications).
- E-Bid Reply Excel Spreadsheet, page 1 (not included in E-Bid Specifications).
- E-Bid Reply Excel Spreadsheet - Alternate #1, page 1 (not included in E-Bid Specifications).
- Attachment A - Technical Specifications, pages 1 - 141 (not included in E-Bid Specifications).
- Attachment B - Construction Plans, pages 1 - 14 (not included in E-Bid Specifications).
- Attachment C - Soils Report, pages 1 - 36 (not included in E-Bid Specifications).
- Appendix A - C, Utility Standards manual, Utility Standards Details & Qualified Products List (see website).
- Appendix D - Fiber Optic Pull Boxes (not included in E-Bid Specifications).

Prineville Water Treatment Plant Site Upgrades

Robyn Holder, CPPB  
Contract Specialist

**CAUTION:** *Bidders should take caution that the City is not responsible for any power outages or internet failures. It is suggested that you upload your response in adequate time to assure that it will post on the day prior to the closing date.*

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**SPECIFICATIONS**  
**E-BID #20120058**

**Prineville Water Treatment Plant Site Upgrades**

**OVERVIEW**

The City of Port St. Lucie desires to obtain quotations from qualified contractors, individuals, firms, and legal entities relative to the construction of the Prineville Water Treatment Plant Site Upgrades located at 900 SE Ogden Lane, Port St. Lucie, Florida 34983. Contract period is estimated at one hundred twenty (120) calendar days for substantial completion and one hundred fifty (150) calendar days for final completion with no option for renewal.

**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.**

**INTENT**

It is the intent of the City to enter into a per unit fixed price basis contract with one (1) qualified Contractor to perform the Prineville Water Treatment Plant Site Improvements that include a new access gate, new pavement system and additional site lighting. The unit prices shall include all labor, materials, equipment, guarantees and warranties.

**Scope of Work:** The construction of the Prineville Water Treatment Plant Site Upgrades includes, but not limited to, the furnishing of all labor, materials, equipment, services and incidentals for the construction of the site upgrades including temporary eight (8) foot high chain-link construction fence, erosion and sediment controls, demolition of the existing gate, demolition of the existing all segments, construction of the temporary access road, construction of the new gate, wall segment, site lighting and bases, fiber optic conduit, fiber optic pull boxes, new roadway pavement system, soil compaction, testing, new traffic island, new pavement markers, new pavement stripes, new coatings and all other work shown or implied for a complete and operational gate and access roadway system in conformance with the Contract Documents, the City of Port St. Lucie Utility System Department Standards, The City of Port St. Lucie Standards for Fiber Optic Conduit and Pull Boxes, and the City of Port St. Lucie Qualified Products List (most recent edition).

**1. GENERAL REQUIREMENTS**

**1.1 Invitation to Bid** - All requirements contained in the Invitation to Bid are hereby incorporated in this specification.

**1.2 Cost of Preparation of Bid** - The City will not be responsible for any cost incurred by any Bidder in the preparation of his/her bid.

**1.3 Examination of Drawings and Contract Documents** - Bidders shall thoroughly examine these specifications and all other drawings, documents or other materials referred to herein and conduct such investigations and visits as may be necessary to thoroughly inform themselves regarding existing plant, facility, personnel and other conditions relative to compliance with this specification. No plea of ignorance

Prineville Water Treatment Plant Site Upgrades.

by the Bidder of conditions that exist or may hereafter exist, as a result of failure or omission on the part of the Bidder to make said investigations and visits, and/or failure to fulfill in every detail the requirements of this specification and documents promulgated therein, will be accepted as a basis for varying the requirements of the City or the compensation of the Bidder(s).

**1.4 Bid Price** - Bidders must agree to furnish all item(s) that are awarded to them as a result of their response to this specification at the unit price(s) indicated on their respective E-Bid Reply Excel Spreadsheet. Bidders shall guarantee that said price(s) shall be firm, not subject to escalation, for the ninety (90) days after bid opening period. Submittal of a bid shall be prima facie evidence of the Bidder's intent to comply with this requirement. Any bid submitted with escalation clauses shall be rejected.

**1.5 Qualifications** - Bidders shall have the necessary organization, experience, capital, and equipment to carry out the provisions of the Contract to the satisfaction of the City. Bidders will submit all required licenses and certifications required to perform these projects with the E-Bid Reply Sheet #20120058. References shall be listed in the Questionnaire from existing firms in Florida to which it has provided these types of services in the past or with which it is under Contract for such services presently and the names of company representatives who may be contacted for references shall be furnished. The City of Port St. Lucie shall **NOT** be used as a reference. References are subject to verification by the City and will be utilized as part of the award process. Performance history, list of projects recently completed and in process, major equipment available for this project and experience of the principal members of the Bidder's organization must be furnished within seven (7) days, *if requested*.

**1.6 Award of Contract** – The City shall take measures as deemed necessary to determine the ability of the Bidder to perform the obligations of the Contract. The City may reject any bid where an investigation of the available information indicates a Bidder is not the most qualified to perform the obligation of the Contract. The City may require a Bidder 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:

- ◆ Have sufficient financial resources to complete the order.
- ◆ Can meet quoted delivery considering all other business commitments.
- ◆ Has a satisfactory record of performance.
- ◆ Has adequate staffing to fulfill requirements.
- ◆ Has the necessary production, technical equipment and facilities (or ability to readily obtain them).
- ◆ Has necessary organization experience, operational controls, and technical skills (or ability to readily obtain them).
- ◆ Bidder is a manufacturer, supplier, authorized distributor or vendor for the requirement.
- ◆ The Bidder is qualified and eligible to receive an award under applicable laws and regulations.
- ◆ Has bid within a competitive price range in relation to the needed goods, services or construction.
- ◆ The skill and experience demonstrated by the bidder in performing contracts of a similar nature.
- ◆ The Bidder's past performance with City.
- ◆ Has met all requirements of the solicitation (delivery, quality and price).
- ◆ Has met bounds of commonality. Absolute conformity is not required, just substantial or material compliance.
- ◆ Has met bid security requirements. Lack of security, where required, is a material nonconformity.

## Prineville Water Treatment Plant Site Upgrades

- ◆ Price: The element of price is but one of the criteria elements. When considering a proposal: Evaluate the pricing offered by the Bidder; consider lifecycle costing, and depreciation.
- ◆ Determine what proposal provides the best value to the City.
- ◆ City Ordinance 35.12 Local Preference will apply

The award date is the date that City Council executed the motion to award the bid(s) regardless of the date Bidder 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.

**1.7 Variances to Specifications** - Bidders must indicate any variances to the Specifications. Additionally, if bids are based on alternate products, Bidder must indicate the manufacturer's name and number of the alternate item(s) being offered and attach appropriate specifications. If variations and/or alternates are not stated in Bidder's reply, it shall be construed that the bid fully conforms to the specifications.

**1.8 OSHA Compliance** - Bidders must agree that the products furnished and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970. These requirements shall include all primary and refresher training mandated under the OSHA guidelines.

**1.9 Submittal of E-Bid** - Unless otherwise provided herein, all bids shall be submitted by completing and returning the E-Bid Reply Sheet and any other documentation that is required by this bid. The E-Bid Reply Sheet #20120058 should be typed or printed and signed in black/blue ink. The individual signing the bid must initial all changes. All submittals are required to be electronic. No hard copies will be accepted.

- A. Request Bid Specifications, #20120058 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. The form will automatically total the unit prices.
- C. Complete company information on E-Bid Reply Sheet #20120058.
- D. Enter total price on E-Bid Reply Sheet #20120058. Totals shall agree with the E-Bid Reply Excel Spreadsheet and the E-Bid Reply Excel Spreadsheet - Alternate #1 that are to be uploaded at time of submittal. Discrepancies between the E-Bid Excel Spreadsheets uploaded on Demandstar, the dollar amounts listed on the web page at time of submittal and the E-Bid Reply Sheet #20120058 uploaded on Demandstar will be resolved in favor of the E-Bid Excel Spreadsheets that are uploaded at time of submittal.
- E. Electronically sign the E-Bid Reply Sheet #20120058 where indicated.
- F. Upload and submit the E-Bid Reply Sheet #20120058, E-Bid Reply Excel Spreadsheet, E-Bid Reply Excel Spreadsheet - Alternate #1, Contractor's Questionnaire, Non-Collusion Affidavit of Prime Bidder, Contractor Verification Form, 5% Bid Bond (**MUST** be received within 3 days after the opening or your bid may not be considered), Insurance Certificate(s), Drug Free Workplace Form, W-9 Form and the Checklist onto Demandstar by the due date and time. Acknowledge all Addenda on the E-Bid Reply Sheet #20120058.

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- G. Upload and submit a copy of your license for this type of 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.

**\*\* Only electronic replies are required. No hard copies will be accepted.**

**1.9.1 Bid Documents for the project include the following:**

- Bid Specifications– Pages 1 – 50.
- Bid Reply Sheet #20120058.
- Contractor’s Questionnaire.
- E-Bid Reply Excel Spreadsheet.
- E-Bid Reply Excel Spreadsheet - Alternate #1.
- Non-Collusion Affidavit of Prime Bidder.
- Contractor Verification Form.
- Drug Free Workplace Form.
- Checklist.
- Attachments:
  - Attachment A – Technical Specifications, pages 1 - 141.
  - Attachment B – Construction Plans, pages 1 - 14.
  - Attachment C - Soils Report, pages 1 - 36.
  - Appendix A - C - Utility Standards Manual, Details & QPL (website)
  - Appendix D - Fiber Optic Pull Boxes

**1.9.2 Right to Reject** -The City reserves the right to waive irregularities, reject and/or accept any and all bids, in whole or in part, to solicit and re-advertise for new bids, abandon the project in its entirety, or take other such action as serves the best interests of the City.

**1.9.3 Timeliness of Submittal** - All bids must be uploaded by the date and time specified above, when they will be opened and publicly read aloud. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids uploaded after the time specified be considered. It is the sole responsibility of the Bidder to ensure that his or her bid is uploaded to Demandstar.com on or before the closing date and time. The City shall in no way be responsible for delays caused by power outages or internet failures.

**1.9.4 E-Bid Opening Extension** – The City reserves the right to extend the bid opening date when no responses or only one (1) response is received. The City will return the received response unopened.

**1.9.5 Checklist** -Bidders are requested to return the attached Checklist that is contained in the bid package with the Bid Reply Sheet.

**1.9.6 Bid Security Bond** - All Contractors 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 uploaded on Demandstar.com with all other required responses. Then the 5% Bid Bond must be mailed immediately after the opening and **MUST**

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be received within 3 days after the opening or your bid will not be considered. Thus showing evidence that a Bid Bond was obtained.

The accepted Contractor's security will be retained until execution of the Contract. The City will retain the remaining Contractors' security until a Contract has been executed, or until ninety (90) calendar days after the quote opening date, whichever is shorter.

**1.10 Shipping Terms** - Bidders shall quote F.O.B. Destination.

**1.11 Payment Terms** - Invoices shall be submitted once a month, by the twentieth (20th) day of the month and payments shall be made net thirty (30) days from receipt of an acceptable invoice, unless Contractor has chosen to use the Purchasing Card. Cash discounts for using the Purchasing Card will be considered when evaluating bids.

**PLEASE NOTE**

The City has implemented a **Purchasing Card Program**. The Bidder 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.

Bidders are requested to state on the Bid Reply Sheet #20120058 if they will honor the VISA Purchasing Card. In the event of failure on the part of the Bidder to make this statement the City shall assume the purchase or Contract price shall be governed by the net thirty (30) days ARI.

**1.12 Execution of Contract or Purchase Order** - The Bidder will be required to execute a Standard City Contract within ten (10) days after notification by the City that Contract is available and thereafter comply with the terms and conditions contained therein. No Contract shall be considered binding upon the City until all parties have properly executed it and a purchase order or Visa order form has been issued.

**NOTE: The Bidder will be required to accept the terms and conditions of the City's Contract as provided in this proposal. Read the insurance requirements carefully. If Bidder cannot accept these terms and conditions do not submit a bid.**

**1.13 Failure to Execute Contract** - Failure on the part of the Bidder to execute the Contract as required may be justification for the annulment of the award.

**1.14 Subcontracting or Assigning of the Contract** - The Bidder shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein, to any person, firm or corporation without the written consent of the City. Each Bidder shall list all subcontractors and the work provided by the suppliers in the area provided on the Contractor's Questionnaire form.

**1.15 Time of Award** - The City reserves the right to hold 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 making award.

**1.16 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 Statute, 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.

**1.16.1 Discrimination** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

**1.17 City's Public Relations Image** - The Bidder's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the Bidder involved in the execution of work that is deemed to be conducting him/her self in an unacceptable manner shall be removed from the project at the request of the City Manager, or his/her designee.

**1.18 Dress Code** - All personnel in the employ of the selected Bidder(s) shall be appropriately attired. Employees engaged in the course of work shall wear company uniforms neat and clean in appearance, readily identifiable to all City employees and the public. No tee shirts with obscene pictures or writings will be allowed. Swimsuits, tank tops, shorts and sandals are also prohibited. Safety toed shoes shall be worn at all times.

**1.19 Patent Fees, Royalties, and Licenses** - If the Bidder requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Bidder and his surety shall indemnify and hold harmless the City from any and all claims for infringement in connection with the work agreed to be performed. The Bidder shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

**1.20 Tie Bid Statement** - Identical tie bids, in accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Please submit the form that is enclosed with your bid response.

**1.21 Cooperative Purchasing Agreement** - This bid may be expanded to include other governmental agencies provided a cooperative Purchasing Agreement exists or an Inter-local Agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. Bidders may agree to allow other public agencies to contract with them for the same items at the same terms and conditions as this bid, during the period of time that this bid is in effect. Each political entity will be responsible for execution of its own requirements with the Bidder.

**1.22 Material Safety Data Sheets (MSDS)** – Bidders shall provide MSDS's and description literature for each chemical/compound/mixture used in the performance of the Contract to the City before the commencement of any work. All MSDS's shall be of the latest version and comply with 29 CFR 1910.1200. Hazardous products shall not be used except with prior approval of the City, and must be disposed of properly by the bidder in accordance with U.S. Environmental Protection Agency 40-CFR 260-265. The Bidder shall maintain and have readily accessible on-site a complete MSDS book of all chemicals, compounds/mixtures used in the execution of the contract.

**1.23 Personal Protective Equipment (PPE)** - All personnel are required to wear PPE in the process of the work including eye protection, hearing protection, respiratory protection as necessary, gloves, approved safety boots with steel or composite toes, reflective vests and any other PPE as necessary for the work.

**1.24 Permits** – The Bidder shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

**1.24.1** The selected Bidder shall be required to complete a **W-9 Taxpayer Identification Form** provided with the City's contract and return it with the contract and insurance documents.

**1.25 Familiarity with Laws** – The Bidder is assumed to be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect the work. Ignorance on the part of the Bidder will in no way relieve him from responsibility. Bidder will submit all proposals in compliance with the 28 C.F.R. § 35.151.

**1.26 Damage to Property** – The Bidder shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal, or destruction of which is not called for by the plans. This applies to public and private property, public and private utilities, trees, shrubs, crops, signs, monuments, fences, guardrail, pipe and underground structures, public highways, etc. Whenever such property is damaged due to the activities of the Bidder, it shall be immediately restored to a condition equal to or better than existing before such damage or injury was done by the Bidder, and at the Bidders expense. The Bidder's special attention is directed to protection of any geodetic monument, horizontal, vertical or property corner, located within the limits of construction.

National Geodetic Vertical Datum 1929 (NGVD '29) or North American Vertical Datum 1988 (NAVD '88) monuments shall be protected. If in danger of damage, notify:

Geodetic Information Center  
6001 Executive Boulevard  
Rockville, MD 20852  
Attn: Mark Maintenance Center  
(301) 443-8319

City of Port St. Lucie vertical or horizontal datum shall also be protected. In case of damage or if relocation is needed, notify:

City of Port St. Lucie  
Engineering Department

## 2. SPECIAL REQUIREMENTS

**2.1 Implied Warranty of Merchantability** - It is understood that the implied warranty of merchantability and fitness for the specified purpose are not disclaimed notwithstanding any representation to the contrary.

**2.2 Warranty and Guarantee** - All materials must be warranted by the Bidder(s) to be free of defects in workmanship and material for a period of not less than three hundred sixty-five (365) days; said period to commence upon the date materials are installed, or accepted by the City, whichever last occurs.

**2.2.1 Repair or Replacement** - Should any defect appear during this period, the Bidder(s) shall, at their expense, have repaired or replaced such item upon receipt of written notice from the City of said defect. Said repair or replacement must be accomplished within seven (7) days after receipt of notification from the City of the defect.

**2.3 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.

**2.4 Samples** - Samples of items, when required, must be furnished free of expense and, if not destroyed, will upon request, be returned at the Bidder's expense. Request for the return of samples must be made within 30 days following opening of bids. Each individual sample must be labeled with Bidder's name, bid number, and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Office of Management and Budget, or designed site.

**2.5 Safety Precautions** - The Bidder shall erect and maintain all necessary safeguards for the protection of the Bidder's employees and subcontractors, City personnel, and the general public; including, but not limited to, posting danger signs, and other warnings against hazards as is prudent and/or required by law to protect the public interest. All damage, injury or loss to persons and/or property caused, directly or indirectly, in whole or in part, by the Bidder's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Bidder.

**2.6 Discrepancies** - If, in the course of performing work resulting from an award under this specification, the Bidder finds any discrepancy between the area defined in these specifications and the actual area where work is being performed, the Bidder shall discontinue work on the subject area and inform the Project Manager of the discrepancy. The Bidder shall thereafter proceed as authorized by the Project Manager who will document any modification to these specifications that he authorized in writing as soon as possible.

**2.7 Suspension of Work** - The City may at any time suspend work on the entire job or any part thereof by giving three (3) calendar days written notice, signed by the Project Manager, to the Bidder. The Bidder

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shall resume the work within three (3) calendar days after a written notice to resume work, signed by the Project Manager, is issued to the Bidder.

**2.8 Emergencies** - In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Bidder, or his designee, without special instruction or authorization from the City, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. In the event such actions are taken, the Bidder shall promptly give to the Project Manager written notice of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the Project Manager a written authorization signed by the Project Manager covering the approved changes and deviations will be issued. Appropriate compensation adjustments will be approved, provided the cause of the emergency was beyond the control of the Bidder.

**2.9 Deductions** - In the event the City deems it expedient to perform work which has not been done by the Bidder as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Bidder as required in these Specifications, all expenses thus incurred by the City, at the City's option, will be invoiced to the Bidder and/or deducted from payments due to the Bidder. Deductions thus made will not excuse the Bidder from other penalties and conditions contained in the Contract.

## 3. SPECIFIC REQUIREMENTS

**3.1 Pre-Bid Conference & Site Visit** - A non-mandatory pre-bid conference for all Bidders will be held in the Office of Management & Budget Conference Room #390, Building A, City Hall Complex, 121 SW Port St. Lucie Blvd., Port St. Lucie, Florida 34984 at **1:30 p.m. on June 13, 2012**, at this time, the specifications and other bidding documents will be explained, and questions regarding the project will be discussed. This is not a mandatory meeting.

**3.2 Interpretation of the Approximate Quantities** - The Bidder's attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished under the specifications as shown on the proposed form, or elsewhere, is approximate only and not guaranteed. The City does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work, or other condition pertaining thereto.

**3.3 Scope of Work** - The construction of the Prineville Water Treatment Plant Site Upgrades includes, but not limited to, the furnishing of all labor, materials, equipment, services and incidentals for the construction of the site upgrades including temporary eight (8) foot high chain-link construction fence; erosion and sediment controls, demolition of the existing gate, demolition of the existing all segments, construction of the temporary access road, construction of the new gate, wall segment, site lighting and bases, fiber optic conduit, fiber optic pull boxes, new roadway pavement system, soil compaction, testing, new traffic island, new pavement markers, new pavement stripes, new coatings and all other work shown or implied for a complete and operational gate and access roadway system in conformance with the Contract Documents, the City of Port St. Lucie Utility System Department Standards, The City of Port St. Lucie Standards for Fiber Optic Conduit and Pull Boxes, and the City of Port St. Lucie Qualified Products List (most recent edition).

**3.4 Hours of Service** - The standard hours of work allowed in the City of Port St. Lucie's right-of-way are from 7:00 a.m. to sundown Monday through Friday. Any work performed by the Contractor outside of the

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forementioned time limit requires special authorization by the City and requires that the Contractor obtain a noise permit from the City Police Department. All equipment operated at night shall comply with the noise levels established by the City of Port St. Lucie noise ordinance. Any additional costs associated with work outside of the hours of work allowed shall be borne by the Contractor. This shall include, but not be limited to costs of inspection, testing, police assistance, and construction administration.

All night, Saturday, Sunday, and/or Holiday work must be authorized by the City and requires that the Contractor obtain a noise permit from the City Police Department. All night work within the City's right-of-way requires a minimum 48-hour prior notice to the City. This clause shall not pertain to crews organized to perform maintenance work on equipment or to operate and maintain special equipment such as dewatering pumps, which may be required to work 24 hours per day.

#### 4. BID, PERFORMANCE AND PAYMENT BOND REQUIREMENTS

**4.1 Proposal Guaranty** - A Bid Bond, certified check, cashiers check, bank money order, bank draft on any national or state bank, or cash, in the amount of five percent (5%) of the total bid price made payable to the "City of Port St. Lucie", shall accompany each proposal as a guaranty that the Bidder will execute the required Contract and promptly deliver the required Insurance Certificates, and other documentation required by these Specifications. Bid Bonds must be executed by a fully authorized Surety licensed by the State of Florida. The failure on the part of the Bidder to comply with this requirement and send the original Bid Bond in within three (3) business days after the opening may be cause for the rejection of the bid.

**4.2 Return of Proposal Guaranty** - After the bids have been reviewed, the Contract Specialist may, at his/her discretion, return the guaranty deposit accompanying such proposals as in his/her judgment would not likely be considered in making the award. All other proposal guaranties will be held until the Contract has been executed, after which the proposal guaranty will be returned to the respective Bidder's whose proposals they accompanied.

**4.3 Payment & Performance Bonds** - The selected Bidder shall furnish an acceptable Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of one hundred (100%) percent of the Contract price. The City will execute the Contract, however it is 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 a minimum of one (1) year after the work required has been completed and final acceptance by the City.

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the selected Bidder 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. The City, by and through its Risk Management Department, reserves the right, but not the obligation, to review and reject any insurer providing coverage.

The failure on the part of the selected Bidder to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation may be cause for the annulment of the award.

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**4.4 Execution of Contract** - After the recipient of an award has been determined and necessary approvals for the contract award are obtained, the City will prepare a formal Contract to be executed by the parties. The Contract will be in substance the same as the Contract given to the Bidder with these Specifications. The Bidder shall execute the Contract, deliver the required Insurance Certificates and other documentation, and furnish an acceptable Performance and Payment Bond (when required) complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of one hundred (100%) percent of the Contract price. The City will execute the Contract, however, 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 and a purchase order or Visa order form has been issued.

**4.5 Failure to Execute** - The failure on the part of the Bidder to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation may be cause for the annulment of the award. In the event of the annulment of the award, the amount of guaranty deposited with the proposal will be retained or be paid upon demand to the City, not as a forfeiture, but rather as liquidated damages for the breach of the Contract, it being agreed to by each Bidder in advance that the City will sustain certain damages by reason of the failure of the Bidder to sign the Contract and/or deliver the required Insurance Certificates and other documentation and that such damages equal the amount of the bid security, or exceed the same, and in no event shall the Bidder thereafter be permitted to contest to the contrary and does waive such right upon submitting a bid.

**5. INSURANCE REQUIREMENTS** – Bidder(s) are required to submit a copy of their current insurance certificates with the Bid Reply Sheet. The Bidder shall maintain insurance coverage reflecting the minimum amounts and conditions as required by the City.

The Bidder shall, on a primary basis and at its sole 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. 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 that any insurance policy/coverage that may be obtained 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 sovereign 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, or any obligation to name the City as an additional insured under any other insurance policy, or otherwise protect the interests of the City as specified in this Contract.

**5.1 Indemnification** – The Bidder shall indemnify and hold harmless the City, and its Officers and their employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Proposer and all persons employed or utilized by the Bidder in the performance of the Contract. As consideration for this indemnity provision the Bidder 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.

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**5.2 Workers' Compensation** - The Bidder 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 scope of work performed by Proposer 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.

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 #20120058 for Prineville Water Treatment Plant Site Upgrades shall be listed as additionally insured.**" The Certificate of Insurance shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be accepted by and approved by the City as to 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 limits, the Contractor shall be required, upon receipt of thirty (30) days 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.

**5.3 General Liability** - 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. An Endorsement for herbicide / pesticide applicator must be included.

**5.4 Business Auto Liability** - The Bidder 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.

**5.5 Waiver of Subrogation** - The Bidder 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.

**5.6 Subcontractors** - It shall be the responsibility of the Bidder to ensure that all subcontractors comply with the same insurance requirements referenced above.

**5.7 Deductibles** - All deductible amounts shall be paid for and be the responsibility of the Bidder for any and all claims under this Contract.

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

The Bidder 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."

## 6. ADDITIONAL INFORMATION

**6.1 Brand Names** - The use of any manufacturer's name, trade name, brand name, or catalog number in this specification is for the sole purpose of describing and establishing the minimum requirements for levels of quality, standards of performance and design required, and is in no way intended to prohibit the bidding of any other manufacturer's items of equal quality. The Bidder or his/her designee shall be the sole judge of the equality of alternate products proposed and his/her decision shall be final.

**6.2 Collusion** - The City reserves the right to disqualify bids, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder. More than one (1) bid from an individual, partnership, corporation, association, firm, or other legal entity under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is interested in more than one (1) proposal for the same work will be cause for rejection of all proposals in which such Bidders are believed to be interested. Any or all proposals will be rejected if there is any reason to believe that collusion exists among the Bidders.

**6.3 Withdrawal of Bids** - A Bidder may withdraw his bid without prejudice no later than the day and hour set in the "Invitation to Bid" by communicating his purpose in writing to the City at the address given in the "Invitation for Bid". When received, it will be returned to him unopened.

**6.4 Bid Information**- For information concerning procedures for responding to this bid, contact Robyn Holder at (772) 344-4293. Such contact is to be for clarification purposes only. To ensure fair consideration for all Bidders, it must be clearly understood that Robyn Holder is the only individual who is authorized to represent the City. Questions submitted to any other person in any other department will not be addressed. Additionally, the City prohibits communications initiated by a Bidder to **any** City Official or employee evaluating or considering the bids (**up to and including the Mayor and City Council**), prior to the time an award decision has been made.

It is the responsibility of the Bidder to receive any and all bid information and documents. Material changes, if any, to the scope of services, or bidding procedures will be transmitted only by addendum by Onvia.com. The Bidder, in turn, shall acknowledge receipt of the addendum by marking the Bid Reply Sheet with the Addendum number and the date of issuance. 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 is responsible for verifying it has received all Bid Addenda.

If you have obtained this document from a source other than directly from the City or from DemandStar by Onvia.com you are not on record as a plan holder. The Office of Management & Budget takes no responsibility to provide Addenda to parties not listed by the City as plan holders. It is the Bidder's responsibility to check with our office prior to submitting your proposal to ensure you have a complete, up-to-date package. The Bidder is responsible for verifying they have received all Bid Addenda.

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E-Bid Reply Sheet #20120058

Prineville Water Treatment Plant Site Upgrades

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](http://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 E-Bid Reply Sheet Totals from E-Bid Reply Excel Spreadsheet: \$ \_\_\_\_\_.

5.4 E-Bid Reply Excel Spreadsheet - Alternate #1: \$ \_\_\_\_\_.

*(These figures must match the E-Bid Reply Excel Spreadsheets and the figures that are to be used on the Demandstar submittal page. Discrepancies between the E-Bid Reply Excel Spreadsheets uploaded on Demandstar, the dollar amount listed on the web page at time of submittal and the E-Bid Reply Sheet #20120058 uploaded on Demandstar will be resolved in favor of the E-Bid Excel Spreadsheets that are uploaded at time of submittal.)*

5.5 Bidder may offer to the City a project completion date of less than one hundred fifty (150) calendar days for final completion. All offers less than one hundred fifty (150) calendar days for final completion may be a consideration for award.

\_\_\_\_\_ 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. **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.

7. **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.

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

9. **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 materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive

Prineville Water Treatment Plant Site Upgrades

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

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

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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*

**CONTRACTOR'S QUESTIONNAIRE**  
**E-BID #20120058**  
**Prineville Water Treatment Plant Site Upgrades**

It is understood and agreed that the following information is to be used by the City of Port St. Lucie to determine the qualifications of Bidders to perform the work required. The Bidder waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Bidder.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, Bank, material or equipment manufacturer or distributor, or any person, firm or corporation to furnish the City of Port St. Lucie any pertinent information requested by the City deemed necessary to verify the information on this questionnaire.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Name of Organization / Proposer

Submitted by: \_\_\_\_\_  
Name and Title

(If more space is needed, please attach additional sheets.)

1. Type of Organization: Corporation, Partnership, Joint Venture, Individual or other?  
(circle one)

2. If a Corporation answer the following:

When incorporated \_\_\_\_\_

In what State \_\_\_\_\_

Name of Officers: President \_\_\_\_\_

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

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

3. If a Partnership, answer the following:

Date of organization \_\_\_\_\_

General Limited Partnership \_\_\_\_\_

Name and address of each partner:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Attach additional pages if necessary)

4. Firm's name and main office address, telephone, fax number, and e-mail address, contact person:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. Firm's previous names (if any) What year(s)

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6. Area of expertise: \_\_\_\_\_

7. How many years has your organization been in business? \_\_\_\_\_

8. Describe organization profile, including the size, range of activities, licenses, etc.

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(This is a Word document - insert lines if necessary.)

9. Number of full time personnel:

	Current	Maximum	Minimum
a. Partners			
b. Managers			
c. Supervisors Senior Staff			
d. Other Professional Staff			
g. Total number of full time personnel			

10. What is the roadway & gate construction experience of the principals and supervisory personnel of your organization?

(Add resumes of person that will be assigned to this project – **limit one (1) page per person.**)

Name	Title	Years of Experience	% of Time to be Spent on City Projects	In What Capacity and With Whom

11. Provide an organizational chart identifying relationship of entity and sub-contractors (if any) and the role description of key personnel proposed.

12. State your firm's commitment to perform in a timely fashion:

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Prineville Water Treatment Plant Site Upgrades

13. Submit the current and projected workloads of identified key personnel to be assigned to this contract.

Name	Current and Projected Workloads

14. State your firm's ability to meet budget and schedule:

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15. Provide information regarding any favorable cost containment approaches or ideas that have been successful for you:

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16. Identify any sub-contractor(s) that will be involved, including address(s) and a description of qualification(s).

Company	Qualifications	Job Duties on this Project	List five (5) other Projects where Company has performed similar work in Florida
			1. 2. 3. 4. 5.
			1. 2. 3. 4. 5.
			1. 2. 3. 4. 5.

Prineville Water Treatment Plant Site Upgrades

			1. 2. 3. 4. 5.
			1. 2. 3. 4. 5.

(This is a Word document - add lines if necessary)

17. Has the Bidder or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years; or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? If yes, please explain:

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(This is a Word document - insert lines if necessary.)

18. Has the Bidder or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

Yes ( )

No ( )

If yes, please explain:

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19. List any lawsuits pending or completed within the last five (5) years involving the corporation, partnership or individuals with more than ten percent (10 %) interest:

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(N/A is not an acceptable answer - all must be listed)

20. List any judgments from lawsuits in the last five (5) years:

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(N/A is not an acceptable answer - all must be listed)

21. List any criminal violations and/or convictions of the Bidder and/or any of its principals:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(N/A is not an acceptable answer - all must be listed)

22. Is firm claiming to be a Certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, and in accordance with Florida State Statutes, #287.09451?

Yes ( ) No ( )

If "Yes" was checked, include a copy of certificate with proposal.

23. Has the Bidder obtained a Payment & Performance Bond within the last five (5) years?

Yes ( ) No ( )

If "Yes" was checked, state the bonding capacity of the firm. \$ \_\_\_\_\_

24. Describe any significant or unique accomplishment in previous contracts. Include any additional data pertinent to firm's capabilities. (Please limit to two (2) pages)

25. Firm's experience with four (4) roadway construction projects in the State of Florida. Indicate which team member(s) was part of similar contracts. Indicate specifically the nature and extent of the work performed by the individual(s) or firms on prior similar contracts. (Insert additional lines if necessary) Please include client's contact name, address, e-mail, phone number, and year project was built.

**Project #1:**

Name of Individual & Company:

\_\_\_\_\_

Client's name, contact information, e-mail, phone number, and the Project Supervisor that was in charge or the project:

\_\_\_\_\_

Overall description of roadway project:

\_\_\_\_\_

Description of work performed by the Company: \_\_\_\_\_

Description of the work performed by the individual: \_\_\_\_\_

Was the firm a subcontractor on this project? \_\_\_\_\_

What was the project total dollar amount? \_\_\_\_\_

List all change orders and dollar amounts: \_\_\_\_\_

Prineville Water Treatment Plant Site Upgrades

Was the project completed on time and within budget? \_\_\_\_\_

What was the project completion date? \_\_\_\_\_

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**Project #2:**

Name of Individual & Company:

\_\_\_\_\_

Client's name, contact information, e-mail, phone number, and the Project Supervisor that was in charge or the project:

\_\_\_\_\_

Overall description of roadway project:

\_\_\_\_\_

Description of work performed by the Company: \_\_\_\_\_

Description of the work performed by the individual: \_\_\_\_\_

Was the firm a subcontractor on this project? \_\_\_\_\_

What was the project total dollar amount? \_\_\_\_\_

List all change orders and dollar amounts: \_\_\_\_\_

Was the project completed on time and within budget? \_\_\_\_\_

What was the project completion date? \_\_\_\_\_

\*\*\*\*\*

**Project #3:**

Name of Individual & Company:

\_\_\_\_\_

Client's name, contact information, e-mail, phone number, and the Project Supervisor that was in charge or the project:

\_\_\_\_\_

Overall description of roadway project:

\_\_\_\_\_

Description of work performed by the Company: \_\_\_\_\_

Description of the work performed by the individual: \_\_\_\_\_

Was the firm a subcontractor on this project? \_\_\_\_\_

What was the project total dollar amount? \_\_\_\_\_

List all change orders and dollar amounts: \_\_\_\_\_

Was the project completed on time and within budget? \_\_\_\_\_

What was the project completion date? \_\_\_\_\_

\*\*\*\*\*

**Project #4:**

Name of Individual & Company:

\_\_\_\_\_

Client's name, contact information, e-mail, phone number, and the Project Supervisor that was in charge or the project:

\_\_\_\_\_

Overall description of roadway project:

\_\_\_\_\_

Description of work performed by the Company: \_\_\_\_\_

Description of the work performed by the individual: \_\_\_\_\_

Was the firm a subcontractor on this project? \_\_\_\_\_

What was the project total dollar amount? \_\_\_\_\_

List all change orders and dollar amounts: \_\_\_\_\_

Was the project completed on time and within budget? \_\_\_\_\_

What was the project completion date? \_\_\_\_\_

\*\*\*\*\*

- 26. Firm's experience with five (5) gate construction projects in the State of Florida. Indicate which team member(s) was part of similar contracts. Indicate specifically the nature and extent of the work performed by the individual(s) or firms on prior similar contracts. (Insert additional lines if necessary) Please include client's contact name, address, e-mail, phone number, and year project was built.

Prineville Water Treatment Plant Site Upgrades

**Project #1:**

Name of Individual & Company:

\_\_\_\_\_

Client's name, contact information, e-mail, phone number, and the Project Supervisor that was in charge or the project:

\_\_\_\_\_

Overall description of roadway project:

\_\_\_\_\_

Description of work performed by the Company: \_\_\_\_\_

Description of the work performed by the individual: \_\_\_\_\_

Was the firm a subcontractor on this project? \_\_\_\_\_

What was the project total dollar amount? \_\_\_\_\_

List all change orders and dollar amounts: \_\_\_\_\_

Was the project completed on time and within budget? \_\_\_\_\_

What was the project completion date? \_\_\_\_\_

\*\*\*\*\*

**Project #2:**

Name of Individual & Company:

\_\_\_\_\_

Client's name, contact information, e-mail, phone number, and the Project Supervisor that was in charge or the project:

\_\_\_\_\_

Overall description of roadway project:

\_\_\_\_\_

Description of work performed by the Company: \_\_\_\_\_

Description of the work performed by the individual: \_\_\_\_\_

Was the firm a subcontractor on this project? \_\_\_\_\_

What was the project total dollar amount? \_\_\_\_\_

List all change orders and dollar amounts: \_\_\_\_\_

Was the project completed on time and within budget? \_\_\_\_\_

What was the project completion date? \_\_\_\_\_

\*\*\*\*\*

**Project #3:**

Name of Individual & Company:

\_\_\_\_\_

Client's name, contact information, e-mail, phone number, and the Project Supervisor that was in charge or the project:

\_\_\_\_\_

Overall description of roadway project:

\_\_\_\_\_

Description of work performed by the Company: \_\_\_\_\_

Description of the work performed by the individual: \_\_\_\_\_

Was the firm a subcontractor on this project? \_\_\_\_\_

What was the project total dollar amount? \_\_\_\_\_

List all change orders and dollar amounts: \_\_\_\_\_

Was the project completed on time and within budget? \_\_\_\_\_

What was the project completion date? \_\_\_\_\_

\*\*\*\*\*

**Project #4:**

Name of Individual & Company:

\_\_\_\_\_

Client's name, contact information, e-mail, phone number, and the Project Supervisor that was in charge or the project:

\_\_\_\_\_

Overall description of roadway project:

\_\_\_\_\_

Description of work performed by the Company: \_\_\_\_\_

Description of the work performed by the individual: \_\_\_\_\_

Was the firm a subcontractor on this project? \_\_\_\_\_

What was the project total dollar amount? \_\_\_\_\_

List all change orders and dollar amounts: \_\_\_\_\_

Was the project completed on time and within budget? \_\_\_\_\_

What was the project completion date? \_\_\_\_\_

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**Project #5:**

Name of Individual & Company:

\_\_\_\_\_

Client's name, contact information, e-mail, phone number, and the Project Supervisor that was in charge or the project:

\_\_\_\_\_

Overall description of roadway project:

\_\_\_\_\_

Description of work performed by the Company: \_\_\_\_\_

Description of the work performed by the individual: \_\_\_\_\_

Was the firm a subcontractor on this project? \_\_\_\_\_

What was the project total dollar amount? \_\_\_\_\_

List all change orders and dollar amounts: \_\_\_\_\_

Was the project completed on time and within budget? \_\_\_\_\_

What was the project completion date? \_\_\_\_\_

*Balance of page left intentionally blank*

\*\*\*\*\*(THIS IS A SAMPLE ONLY - DO NOT EXECUTE)\*\*\*\*\*

**CITY OF PORT SAINT LUCIE  
CONTRACT FORM**

This CONTRACT, executed this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and *name of 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:

**PROJECT MANAGER**

As used herein the Project Manager shall mean Rich Schoenborn, P.E., Utilities Department at (772) 873-6485, or his designee

**NOTICES**

City Project Manager: Rich Schoenborn, P.E.  
City of Port St. Lucie Utilities Department  
900 SE Ogden Lane  
Port St. Lucie, Florida 34983  
Telephone: 772-873-6485 Fax: 772-873-\_\_\_\_\_  
Email: [rschoenborn@cityofpsl.com](mailto:rschoenborn@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)

Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

The specific work that the Contractor has agreed to perform pursuant to the E-Bid Specifications #20120058 consisting of pages 1 - 50, all Addenda, Technical Specifications consisting of pages 1 - 141, E-Bid #20120058

Prineville Water Treatment Plant Site Upgrades  
Attachments A, B and C, and Appendix A - D for the Prineville Water Treatment Plant Site Upgrades area are hereby incorporated herein by this reference.

## SECTION II TIME OF PERFORMANCE

Contract period shall begin on \_\_\_\_\_ and terminate one hundred twenty (120) calendar days for substantial completion and one hundred fifty (150) calendar days for final completion thereafter on \_\_\_\_\_, 2012. 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 Manager until all work specified in the bid specifications has been rendered and completed to the full satisfaction of the City.

## SECTION III COMPENSATION

The total amount to be paid by the City to the Contractor is on a per unit fixed price basis in the amount of \$ \_\_\_\_\_ as indicated on Schedule A attached hereto and made a part hereof for this Contract, which includes a one-time ten dollar (\$10.00) payment for indemnification as provided in Section V of this Contract herein below. 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, if applicable, 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 pay request. 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.

## Prineville Water Treatment Plant Site Upgrades

Invoices for services shall be submitted once a month, by the twentieth (20th) day of each month, and payments shall be made net thirty (30) calendar days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payment 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 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 and liens arising out of or resulting from the Contractor's performance of the work under the contract, an affidavit asserting and confirming that to the Contractor's 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 or Visa Authorization number.

The Contractor shall not be paid additional compensation for any loss or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

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

It is understood that the materials and/or work required under this Contract are in accordance with the bid made by the Contractor pursuant to the Invitation to 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 bid, and all documents promulgated by the City for inviting bids are, by reference, made a part hereof as if set forth in full herein.

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

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. 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 E-Bid #20120058

Prineville Water Treatment Plant Site Upgrades

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 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 are 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 also 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 an Additional Insured with a CG20101185 or CG20371001 & CG20100704-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 #20120058 for the Prineville Water Treatment Plant Site Upgrades shall be listed as additionally insured**". Said policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to 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

Prineville Water Treatment Plant Site Upgrades

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 that 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."

**Payment & Performance Bonds:** The Contractor shall furnish an acceptable Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of one hundred (100%) percent of the Contract price. 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 a minimum of one (1) year after the work has been completed and final acceptance of the work is issued by the City.

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.

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

Prineville Water Treatment Plant Site Upgrades

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. Any and all changes must 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.

**SECTION VIII  
FIELD CHANGES**

The Project Manager 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 extensions of contract time. Such changes shall be effected by written order and signed by the Project Manager and the Contractor. The Contractor shall carry out such written orders promptly. Change Orders exceeding \$25,000.00 require City Council approval.

**SECTION XIX  
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 the 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 X  
CLEANING UP**

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

**SECTION XI  
NOTICE OF PERFORMANCE**

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

**SECTION XII  
DELIVERY DOCUMENTATION**

Not applicable.

**SECTION XIII  
INSPECTION AND CORRECTION OF DEFECTS**

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager 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 terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section III. If, on such inspection the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. 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 Manager. Such examination, inspection, or tests made by the Project Manager, shall not relieve Contractor of its responsibility to remedy any deviation, deficiency, or defect.

**SECTION XIV  
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 herein referenced, the terms of this Contract and Specifications herein referenced shall apply. If there is a conflict between the Contract and specifications, the Contract will control.

**SECTION XV  
LICENSING**

Contractor warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. Contractor warrants that his license and certificates are current and will be maintained throughout the duration of the Contract.

**SECTION XVI  
SAFETY PRECAUTIONS**

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

**SECTION XVII  
ASSIGNMENT**

Contractor shall not delegate, assign or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

**SECTION XVIII  
TERMINATION, DELAYS AND LIQUIDATED DAMAGES**

A. Termination for Breach 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 proceed. 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 cost incurred by it in its completion of the work. The City may also in event of termination obtain undelivered materials, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred for such material. 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 stipulated 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 one thousand (\$1,000.00) 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 amount thereof.

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 restricted 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 the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

D. Termination by the City. 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 XIX  
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 this Contract shall be in St. Lucie County, Florida.

**SECTION XX  
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 prove to be defective, improperly applied, and/or in other manners not in compliance with 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 XXI  
APPROPRIATION APPROVAL**

The Contractor acknowledges that the City of Port Saint 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 XXII  
RENEWAL OPTION**

Not applicable to this contract.

**SECTION XXIII  
ENTIRE CONTRACT**

The written terms and provisions of this Contract shall supersede all prior verbal statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

*Balance of page left intentionally blank*

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 (company name)

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

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

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

Please check one:

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

Produced Identification: \_\_\_\_\_  
(type of identification)

Identification No. \_\_\_\_\_

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)

**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**

E-Bid #20120058

State of \_\_\_\_\_ }

County of \_\_\_\_\_ }

\_\_\_\_\_, being first duly sworn, disposes and says that:  
(Name/s)

1. They are \_\_\_\_\_ of \_\_\_\_\_ the Bidder that  
(Title) (Name of Company)  
has submitted the attached bid/PROPOSAL;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid/PROPOSAL;
3. Such Bid/Proposal is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder/Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Port St. Lucie or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

(Title) \_\_\_\_\_

STATE OF FLORIDA }  
COUNTY OF ST. LUCIE }SS:

The foregoing instrument was acknowledged before me this \_\_\_\_\_  
(Date)

by: \_\_\_\_\_ who is personally known to me or who has produced  
\_\_\_\_\_ as identification and who did (did not) take an oath.

\_\_\_\_\_  
Notary (print & sign name)  
Commission No. \_\_\_\_\_

**CITY OF PORT ST. LUCIE**  
**E-BID # 20120058**

**PROJECT TITLE: Prineville Water Treatment Plant Site Upgrades**

**CONTRACTOR VERIFICATION FORM**

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of Firm: \_\_\_\_\_

Corporate Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
(Zip Code)

By: \_\_\_\_\_  
(Print name) (Print title)

\_\_\_\_\_  
(Authorized Signature)

Telephone: ( ) \_\_\_\_\_

Fax: ( ) \_\_\_\_\_

State License # \_\_\_\_\_ (ATTACH COPY)

County License # \_\_\_\_\_ (ATTACH COPY)

City License: (ATTACH PROOF OF REGISTRATION WITH THE CITY)

Type of License: \_\_\_\_\_

Unlimited \_\_\_\_\_ (yes/no)

If "NO", Limited to what trade? \_\_\_\_\_

## DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes 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 under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, 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.

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date

**STATEMENT OF NO BID**

To: City of Port St. Lucie  
Office of Management & Budget  
121 S.W. Port St. Lucie Boulevard  
Port St. Lucie, FL 34984-5099

E-Bid: # \_\_\_\_\_

E-Bid Title: \_\_\_\_\_

We, the undersigned have declined to bid on the subject bid for the following reasons:

- Insufficient time to respond to the Invitation to Bid
- We do not offer this product or service.
- Our schedule would not permit us to perform.
- We are unable to meet specifications.
- We are unable to meet bond requirements.
- Specifications are unclear (Explain below).
- We are unable to meet insurance requirements.
- Other (Specify below).

Remarks: \_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_ Telephone: ( ) \_\_\_\_\_

Division: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

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

**CHECKLIST**  
**E-Bid #20120058**  
**Prineville Water Treatment Plant Site Upgrades**

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

This checklist is provided to assist Bidders in the preparation of their 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 bid response fully compliant. This checklist is only a guideline -- it is the responsibility of each Bidder to read and comply with the Sealed E-Bid in its entirety.

- \_\_\_\_\_ E-Bid Reply Sheet #20120058 with proper signature uploaded to Demandstar.
- \_\_\_\_\_ E-Bid Reply Excel Spreadsheet & E-Bid Reply Excel Spreadsheet - Alternate #1 forms uploaded to Demandstar.
- \_\_\_\_\_ Drug-Free Workplace Form uploaded to Demandstar.
- \_\_\_\_\_ 5% Bid Bond uploaded to Demandstar and mailed in & received within three (3) business days after opening.
- \_\_\_\_\_ All pricing has been mathematically reviewed and all corrections have been initialed.
- \_\_\_\_\_ All price extensions and totals have been thoroughly checked.
- \_\_\_\_\_ Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #20120058.
- \_\_\_\_\_ Required W-9 as per Section 1.24.1 uploaded to Demandstar.
- \_\_\_\_\_ Copy of Insurance Certificate in accordance with Section 5 of the E-Bid documents uploaded to Demandstar.
- \_\_\_\_\_ Copy of all required licenses and certifications to do work in the City of Port St. Lucie uploaded to Demandstar.
- \_\_\_\_\_ Has reviewed the Contract and accept all City Terms and Conditions.
- \_\_\_\_\_ Contractor's Questionnaire uploaded to Demandstar.
- \_\_\_\_\_ Required forms: Non-Collusion Affidavit of Prime Bidder; and Contractor Verification Form. All forms are to be uploaded to Demandstar.
- \_\_\_\_\_ List of all sub-contractors. (Use the Questionnaire for providing all sub-contractors).
- \_\_\_\_\_ Copy of the Checklist uploaded to Demandstar.

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

**ATTACHMENT A**

Technical Specifications

*City of Port St. Lucie*  
*Prineville Water Treatment Plant Site Upgrades*  
*City of Port St. Lucie, Florida*

(141 pages follow as a separate attachment and includes Appendix D)

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**ATTACHMENT B**

Construction Plans

*City of Port St. Lucie*  
*Prineville Water Treatment Plant Site Upgrades*  
*City of Port St. Lucie, Florida*

(14 pages follow as a separate attachment)

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**ATTACHMENT C**

Soils Report

*City of Port St. Lucie*  
*Prineville Water Treatment Plant Site Upgrades*  
*City of Port St. Lucie, Florida*

**Prepared by:**

**Nodarse & Associates, A Terracon Company, Inc.**

**Dated May 17, 2012**

(36 pages follow as a separate attachment)

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**Appendix A - C**

**Appendix A - Utility Standards Manual**

**Appendix B - Utility Standards 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)

E-BID #20120058  
City of Port St. Lucie  
Utility Systems Department  
**Prineville WTP Site Upgrades**  
**E-Bid Reply Sheet**

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

	Description	Quantity	Units	Unit Cost	Total Cost
1.	Mobilization	1	LS		\$0.00
2.	Pre-Construction Video	1	LS		\$0.00
3.	Construction Stakeout	1	LS		\$0.00
4.	Maintenance of Traffic	1	LS		\$0.00
5.	Temporary Security Fence	130	LF		\$0.00
6.	Site Preparation and Demolition	1	LS		\$0.00
7.	Construct Temporary Access Road	151	CY		\$0.00
8.	Erosion, Sediment and Dust Control	1	LS		\$0.00
9.	Construct Temporary Access Road Culverts	60	LF		\$0.00
10.	Construct New Precast Wall System	1	LS		\$0.00
11.	Roadway Pavement System - Subgrade	968	CY		\$0.00
12.	Roadway Pavement System - Base Course	468	CY		\$0.00
13.	Roadway Pavement System - Surface Course S-III	82	CY		\$0.00
14.	Roadway Pavement System - Surface Course S-I	89	CY		\$0.00
15.	Traffic Island	1	LS		\$0.00
16.	Light Poles and Bases	2	EA		\$0.00
17.	New Access Gate	1	EA		\$0.00
18.	Fiber Optic Pull Boxes	2	EA		\$0.00
19.	Fiber Optic Conduit	170	LF		\$0.00
20.	Irrigation System Relocation	1	LS		\$0.00
21.	Temporary Access Road Removal and Restoration	410	LF		\$0.00
22.	Site Restoration	1	LS		\$0.00
23.	New Equipment Wash-Down Pad	23	CY		\$0.00
24.	New Roadway Culverts	190	LF		\$0.00
25.	Indemnification	1	LS	\$10.00	\$10.00

Total Base Bid Amount (In Numbers): \$10.00

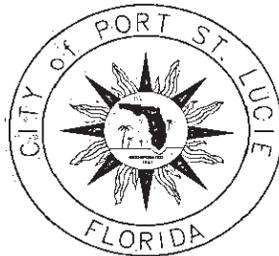
**NOTES**

- Contractor shall furnish and install bid items 1 through 25 for a complete and operational site access system in accordance with the contract documents.
- Where a difference occurs between Total Bid Amount in "Numbers" and Total Bid Amount in "Words", words shall be used as the bid.
- 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 lessing out those items not included in the award.

**ATTACHMENT A  
E-BID #20120058**

**TECHNICAL SPECIFICATIONS**

**CITY OF PORT ST. LUCIE  
PRINEVILLE WATER TREATMENT PLANT SITE UPGRADES  
BID SET**



**April 20, 2012**

**Prepared by:  
City of Port St. Lucie Utility Systems Department  
900 SE Ogden Lane  
Port St. Lucie, Florida 34983  
(772) 873-6400**

**CITY OF PORT ST. LUCIE  
PRINEVILLE WATER TREATMENT PLANT SITE UPGRADES**

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Section 01560 Temporary Environmental Controls

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**CITY OF PORT ST. LUCIE  
PRINEVILLE WATER TREATMENT PLANT SITE UPGRADES**

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**DIVISION 6 thru 8**

NOT USED

**DIVISION 9 – FINISHES**

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**DIVISION 10 – SPECIALTIES**

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**DIVISIONS 11 – 15**

NOT USED

APPENDIX A – FIBER OPTIC PULL BOX

## GENERAL CONDITIONS

### ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

#### 1.01 Defined Terms

- A. Wherever used in the Contract Documents, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.
1. *Act of God*—The words “Act of God” mean an earthquake, flood, hurricane or other cataclysmic phenomenon of nature. Rain, wind or other natural phenomenon of normal intensity, including extreme rainfall, for the locality shall not be construed as an Act of God and no reparation shall be made to the Contractor for damages to the work resulting there from, and no extension of time shall be allowed the CONTRACTOR because of such phenomena.
  2. *Application for Payment*—The form acceptable to City which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by supporting documentation.
  3. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
  4. *A.S.T.M. Designation*—Wherever the letters “A.S.T.M.” or “ASTM” are used in these Specifications, it shall be understood as referring to the American Society for Testing Materials. When reference is made to a certain Designated Number of a specification or test as set out or given by the American Society for Testing Materials, it shall be understood to mean the current, up-to-date standard specification or tentative specification for that particular process, material or test as currently published by that group.
  5. *Bid*—The written offer of the Contractor to perform the work and to furnish the labor and materials described by the contract documents at the prices quoted when made out and submitted on the prescribed proposal form properly sealed and guaranteed. “Bid” may be used interchangeably with “quote” or “proposal.” The Bid shall be considered part of the contract documents.
  6. *Change Order*—A written order issued by the Contractor and may be accepted by the City covering minor field changes in the plans, specifications; or quantities of work within the scope of the contract, when prices for the items of the work effected are previously established in the contract. All Change Orders must be approved by the City Council.
  7. *Claim*- A demand or assertion by City or Contractor seeking an adjustment of Contract Price or Contract times, or both, or other relief with respect to the terms of the Contract.
  8. *Contract*—The entire and integrated written agreement between the parties, which supersedes all prior negotiations, representations, or agreements either written or oral. The contract documents form a contract between the City and the Contractor setting forth the obligations of the parties thereunder, including but not limited to, the performance of the work and the basis of payment. This includes the contract, invitation to bid or formal quote, Contractor’s Bid, technical specifications, and any contract amendments, addendums, change orders, and plan drawings.

9. *Contract Amendment*—Special provision(s), exhibits, supporting documentation, etc., intended to supplement the Contract. Contract Amendment shall be considered part of the contract documents.
10. *Contract Documents*—Those items so designated in the Contract. Only printed or hard copies of the items listed in the Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
11. *Contract Price*—The monies payable by City to Contractor for completion of the Work in accordance with the Contract Documents.
12. *Contract Times*—The number of days or the dates stated in the Contract to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by City's written recommendation of final payment.
13. *Contractor*—The individual, firm, partnership, or corporation, and his, their, or its heirs, executors, administrators, successors and assigns or the lawful agent of any such individual, firm, partnership, or corporation, or his, their or its surety under any contract bond, constituting one of the principals to the Contract and undertaking to perform the work herein specified. Where any pronoun is used as referring to the word "Contractor", it shall mean the Contractor as defined here.
14. *Cost of the Work*—See Article 11.01 for definition
15. *Critical Path*—The longest series of tasks that runs consecutively from the beginning to the end of the Work, as determined by time duration and workflow sequence. This longest path sets the managerial standard for how quickly the Work can be completed.
16. *Drawings*—That part of the Contract Documents prepared or approved by City, which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined. The term "Drawings" and "Plan Drawings" may be used interchangeably.
17. *City*—The individual or entity named as such in the Contract Documents.
18. *Field Change Order*—Minor changes in amounts up to \$25,000.00 or accumulated change orders totaling less than \$25,000.00, or minor extensions in of Contract time. Such changes shall be effected by a written order and signed by the Project Manager and the Contractor. The Contractor shall carry out such written orders promptly.
19. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
20. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
21. *Inspector*—The authorized representative of the City or any regulatory agency that has jurisdiction over any portion of the Work.
22. *Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
24. *City*—City of Port St. Lucie, a political subdivision of the State of Florida. The terms “Owner” and “City” and “Engineer” and “City” may be used interchangeably in the Contract Documents.
25. *PCBs*—Polychlorinated biphenyls.
26. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
27. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times. The terms “Progress Schedule” and “Schedule” may be interchangeably.
28. *Project*—The subject of the Work and its intended result.
29. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
30. *Resident Project Representative*—The authorized representative of City who is assigned to the Site or any part thereof. The Resident Project Representative (RPR) may be assigned on a full-time basis or a part-time basis.
31. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
32. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
33. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
34. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information, which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
35. *Site*—Lands or areas indicated in the Contract Documents as being furnished by City upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by City, which are designated for the use of Contractor.
36. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
37. *Subcontractor*—An individual, partnership, or corporation supplying labor, equipment, or materials on behalf of or at the request of the Contractor for work on the project site.

38. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of City, it can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion. Substantial Completion of work shall be evidenced by the ability to place and keep into service the new facilities including the attainment of release for service from all agencies having jurisdiction. The Contractor shall take this requirement into proper account when developing a proposed project schedule. In general, Substantial Completion is evidenced by the ability of the City to use all features of the new facilities for their intended purpose, as defined by the City.
39. *Superintendent*—The representative of the Contractor authorized in writing to receive and fulfill instructions from the City’s representative, and who shall supervise and direct construction of the Work.
40. *Supplier*—A manufacturer, fabricator, supplier, distributor, material man, or vendor who furnishes materials or equipment to be incorporated in the Work at the request of the Contractor or Subcontractor.
41. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
42. *Unit Price Work*—Work to be paid for on the basis of unit prices.
43. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
44. *Written Notice*—Written notice shall be considered as served when delivered in person to the individual designated in the Contract Documents or mailed to the designated representative of the Contractor by registered or certified mail to the individual, firm, or corporation to the business address stated in the Contract Documents. Change of Address: It shall be the duty of each party to advise the other parties to the Contract as to any changes in his/her business address until completion of the Contract.

1.02 *Terminology*

A. The words and terms discussed in Article 1.02.B through F are not defined but, when used in the Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

*Approved & Etc.*—Whenever in the specifications, plans, change orders or supplemental written agreements the words “approved”, “permitted”, “acceptable” or words of similar import are used, it shall be understood that the direction, order, approval or acceptance of the City is intended unless otherwise stated.

C. *Day:*

The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

**D. Defective:**

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:
  - a. does not conform to the Contract Documents; or
  - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
  - c. has been damaged prior to City's recommendation of final payment (unless responsibility for the protection thereof has been assumed by City at Substantial Completion in accordance with Article 14.02 or 14.03).

**E. Furnish, Install, Perform, Provide:**

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

**ARTICLE 2 – PRELIMINARY MATTERS**

**2.01 Copies of Documents**

- A. All copies of documents necessary for the execution of the Work, including but not limited to, permitting will be furnished to the Contractor at the City's normal rate for reproduction. The Contractor shall bear all costs for the documents requested. Only full sets of plans and specifications will be issued. Documents will not be made available to the Contractor electronically.

**2.02 Starting the Work**

- A. Contractor shall start to perform the Work on the date when the Contract times starts as provided on the purchase order or Visa order form. No Work shall be done at the Site prior to the date on which the Contract times starts.

**2.03 Before Starting Construction**

- A. Preliminary Schedules: Within ten (10) days after the Effective Date of the Contract (unless otherwise specified), Contractor shall submit to City for timely review:
1. A preliminary Progress Schedule indicating the times (numbers of days or dates) for

starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. A preliminary Schedule of Submittals; and

3. A preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

4. The schedule of values shall be broken down in sufficient detail, and by appropriate categories, to allow the proper distribution of project costs and is subject to acceptance by the City. The format and presentation method used for the schedule of values shall be as required by the City and is subject to the City's approval. An extremely detailed schedule will be required.

- B. The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved shop drawings or product data for such portion of the Work.
- C. Contractor is required to submit shop drawings for all work performed under Change Orders.
- D. By executing the Contract, the Contractor represents that he has visited the site, reviewed available plans of existing facilities, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

#### *2.04 Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by the City, the Contractor, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Article 2.05.A., procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this Conference the City and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

#### *2.05 Initial Acceptance of Schedules*

- A. At least ten (10) days before submission of the first Application for Payment a conference attended by the Contractor, the City, and others as appropriate will be held to review the schedule submitted for acceptability. Contractor shall have an additional ten (10) days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to City.
  - 1. The Progress Schedule will be acceptable to the City if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on City responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefore.

2. Contractor's Schedule of Submittals will be acceptable to City if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to City as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

### ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

#### 3.01 Intent

- A. The documents collectively defined as the Contract Documents are complementary; what is required by one document is as binding as if required by all.
- B. The intent of the plans, specifications and other Contract Documents is that the Contractor furnishes all labor and materials, equipment, supervision and transportation necessary for the proper execution of the Work unless specifically noted otherwise. The Contractor shall do all the Work shown on the plans and described in the Specifications and other Contract Documents and all incidental Work considered necessary to complete the Work or improvement ready for use, occupancy, or operation in a manner acceptable to the City.
- C. Failure to report a conflict, error, ambiguity or discrepancy in the Contract Documents shall not excuse the Contractor from completing the Work according to the terms and specifications in the Contract. If, during the performance of the Work, the Contractor finds an error or discrepancy between the specifications and the drawings, the specifications shall govern over the drawings. If the drawings disagree in themselves, figures shall govern over scaled measurements, large scale drawings shall govern over small scale drawings, the greater quantity of work or materials shall be furnished or performed; descriptive writings shall govern over legends indicating material or conditions.

#### 3.02 Reference Standards

##### A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time the bid, quote, or proposal is prepared except as may be otherwise specifically stated in the Contract Documents.

#### 3.03 Reporting and Resolving Discrepancies

##### A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check to verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to City any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from City before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c)

any instruction of any Supplier, then Contractor shall promptly report it to City in writing. Contractor shall not proceed with the Work materially affected by the conflict (except in an emergency as defined herein) until approved by the City.

3. The Contractor will not be allowed to take advantage of any errors or omissions in the Plans and Specifications. The City will provide full information when errors or omissions are discovered.
4. All work indicated on the Plans and not mentioned in the Specifications or vice versa, and all work and material used, and necessary to make the work complete in all its parts, whether or not they are indicated on the Plans or mentioned in the Specifications, shall be furnished and executed the same as if they were called for by both the Plans and Specifications.

B. Resolving Discrepancies:

1. Except as may be otherwise specifically stated the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
  - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
  - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

*3.04 Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by an Amendment, Change Order, or a Field Change Order.

B. The requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Change Order;
2. City's approval of a Shop Drawing or Sample; or
3. City's written interpretation or clarification.

*3.05 Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. Have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of City or its consultants, including electronic media editions; or
2. Reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of City and specific written verification or adaptation by City.

B. The prohibitions of this Article 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. The data furnished by City to Contractor, or by Contractor to City, that may be relied upon are superseded by the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the sixty (60) day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

**ARTICLE 4 – AVAILABILITY OF LANDS, SUBSURFACE AND PHYSICAL CONDITIONS;  
HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS**

4.01 *Availability of Lands*

- A. City shall furnish the Site. City shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.
- C. The Contractor shall have full responsibility with respect to determining subsurface conditions at the site.

4.02 *Subsurface and Physical Conditions*

*A. Reports and Drawings:*

Subsurface Explorations and Reports: Subsurface explorations, reports, and drawings are supplied for informational purposes only and are not part of the Contract Documents. Groundwater table elevations shown in reports, if any, are known to be highly variable (seasonal and otherwise). The Contractor shall have full responsibility with respect to determining subsurface conditions at the site.

4.03 *Differing Subsurface or Physical Conditions*

- A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:
  - 1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Article 4.02 is materially inaccurate; or
  - 2. is of such a nature as to require a change in the Contract Documents; or
  - 3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature; and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

Then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith, notify City in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith until receipt of written order to do so.

*B. City's Review:* After receipt of written notice as required by Article 4.03.A, City will promptly review the pertinent condition, determine the necessity of obtaining additional exploration or tests with respect thereto, and advise the Contractor in writing of City's findings and conclusions.

*C. Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, may be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Article 4.03.A; and

b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Articles 9.04 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to City with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas to be conducted by or for Contractor; or

c. Contractor failed to give the written notice as required by Article 4.03.A.

3. If City and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefore as provided in Article 10.04. However, neither City, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of City, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project. A recommendation by City is required in order to evaluate the entitlement or adjustment.

*4.04 Underground Facilities*

*A. Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to City by the owners of such Underground Facilities, including City, or by others.

1. City shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

2. The cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
  - a) reviewing and checking all such information and data;
  - b) locating all Underground Facilities shown or indicated in the Contract Documents;
  - c) coordination of the Work with the owners of such Underground Facilities, including City, during construction; and
  - d) the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

#### 4.05 Reference Points

- A. City shall provide engineering surveys to establish reference points for construction, which in City's judgment, are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of City. Contractor shall report to City whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel. All locations shown on the drawings are established from a baseline, the bearing and starting point of which are identified on the drawings. All construction staking shall be provided by the Contractor's professional surveyor.
- B. Grades shown are finished grades. Written dimensions on the plans have preference over scaled dimensions. All elevations are based on the NAVD 88, unless otherwise noted.

#### 4.06 Hazardous Environmental Condition at Site

- A. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created by Contractor, or created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- B. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency); and (iii) notify City (and promptly thereafter confirm such notice in writing). The City may retain a qualified expert to evaluate such condition or take corrective action, if any, if the City deems this necessary. Contractor shall be held fully responsible for any hazardous conditions created by Contractor or any Subcontractor.
- C. Contractor shall not resume Work impacted by a hazardous condition until directed to do so in writing by the City. If City and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which

Work is agreed to be resumed by Contractor, either party may make a Claim therefore as provided in Article 10.04.

- D. If after receipt of such written direction, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then City may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. Contractor shall not be paid for any work that is deleted. If City and Contractor cannot agree as to the amount or extent of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefore as provided in Article 10.04. City may have such deleted portion of the Work performed by City's own forces or others.

## ARTICLE 5 – NOT USED

## ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

### 6.01 Supervision and Superintendence

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of City in the design or specification of a specific means, method, technique, sequence, or procedure of construction, which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to City except under extraordinary circumstances. The superintendent will be the Contractor's representative at the Site and shall have authority to act on behalf of the Contractor. All communications given to or received from the superintendent shall be binding on the Contractor.

### 6.02 Labor; Working Hours

- A. Contractor shall provide competent, suitably qualified personnel to survey, lay out, and construct the Work as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without City's written consent (which will not be unreasonably withheld) given after prior written notice to City.
- C. City Holidays – Check with City for the actual observed day(s).

New Years Day

Martin Luther King Day

President's Day

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving and the day after

Christmas Eve and Christmas Day

New Year's Eve

#### 6.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of City. If required by City, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

#### 6.04 Progress Schedule

- A. Contractor shall adhere to the Progress Schedule as it may be adjusted from time to time as provided below.
  - 1. Contractor shall submit to City for acceptance proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
  - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12.

#### Substitutes and "Or-Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to City for review under the circumstances described below.
  - 1. "Or-Equal" Items: If in City's opinion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by City as an "or-equal"

item, in which case review and approval of the proposed item may, in City's opinion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. City reserves the right to approve proposed "or equal" items. In general, "or-equal" items will not be considered after the bid date unless the drawings or specifications specifically state "or equal" in the description of the particular item of equipment or material. For the purposes of this Article, a proposed item of material or equipment may be considered functionally equal to an item so named if:

- a) in the exercise of reasonable judgment City determines that:
  - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
  - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
  - 3) it has a proven record of performance and availability of responsive service; and
- b) Contractor certifies that, if approved and incorporated into the Work:
  - 1) there will be no increase in cost to the City or increase in Contract Times; and
  - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

## 2. *Substitute Items:*

- a) If in City's opinion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, it will not be considered a proposed substitute item.
- b) Contractor shall submit sufficient information as provided below to allow City to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefore. Requests for review of proposed substitute items of material or equipment will not be accepted by City from anyone other than Contractor.
- c) Any requests for the use of substitute items shall be made within ten (10) days prior to the bid opening.
- d) Contractor shall make written application to City for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
  - 1) shall certify that the proposed substitute item will:
    - i. perform adequately the functions and achieve the results called for by the general design;
    - ii. be similar in substance to that specified;
    - iii. be suited to the same use as that specified; and
  - 2) will state:
    - i. the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;
    - ii. whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other

direct contract with City for other work on the Project) to adapt the design to the proposed substitute item;

- iii. whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty; and

3) will identify:

- i. all variations of the proposed substitute item from that specified;
- ii. available engineering, sales, maintenance, repair, and replacement services; and

4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

- B. **City's Evaluation:** City will be allowed a reasonable time within which to evaluate each substitution proposal or submittal made. City may require Contractor to furnish additional data about the proposed substitute item. City will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until City's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." City will advise Contractor in writing of any negative determination.
- C. **Special Guarantee:** City may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. **City's Cost Reimbursement:** City will record City's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not City approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse City for the reasonable charges for evaluating each proposed substitute. Contractor shall also reimburse City for the reasonable charges for making changes in the Contract Documents resulting from the acceptance of each proposed substitute.
- E. **Contractor's Expense:** Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

#### *6.06 Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall be fully responsible to City for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work on behalf of or at the request of the Contractor, just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
  - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between City and any such Subcontractor, Supplier or other individual or entity; nor
  - 2. shall create any obligation on the part of City to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- B. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work on behalf of or at the request of the Contractor. The Contractor shall not change Subcontractors named on the bid form unless specifically requested in writing and approved by the City.

- C. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with City through Contractor. City may furnish to any such Subcontractor, Supplier or other person or organization, to the extent practicable, evidence of amounts paid to Contractor in accordance with Contractor's Applications for Payment.
- D. The divisions and sections of the Specifications and the identifications of any plan drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- E. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier, which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of City.

**6.07 Permits**

- A. The Contractor shall be required to secure all necessary permits from the City of Port St. Lucie. The Contractor shall be responsible for acquiring all necessary construction permits related to this project. The Contractor shall pay all permit fees including those due to the City of Port St. Lucie.
- B. The Contractor bears sole responsibility to obtain and pay for all permits not previously obtained by the City. All permits obtained by the City prior to construction include the following:
  - 1. FDEP General Construction Permit
  - 2. City of Port Saint Lucie Driveway Permit
  - 3. South Florida Water management District Right of Way Permit
- C. All other permits required for the construction of the lift station are the responsibility of the Contractor to pay for and obtain. The following are examples of permits that may be required for construction:
  - b. City of Port Saint Lucie Electrical Permit
  - c. St. Lucie County Fire Marshall Permit
  - d. SFWMD Dewatering Permit

**6.08 Taxes**

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project; which are applicable during the performance of the Work.

**6.09 Use of Site and Other Areas**

**A. Limitation on Use of Site and Other Areas:**

- 1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Hauling and Construction Operations on the Project Site:* The Contractor shall conduct access, hauling, filling, and storage operations as specified herein and as shown on the Contract Drawings.
1. On-site borrow areas are designated as follows: None. All borrow material required shall be provided by the Contractor from off-site.
  2. On-site spoil areas will become property of the Contractor.
- D. *Project Surroundings:* The Contractor shall be solely responsible to construct all fill areas so runoff will not flood improved areas. Under no circumstances shall the City be held responsible for flooding of improved areas.
- E. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by City. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- F. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

#### 6.10 Record Documents

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to City for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to City. These shall be available to the City for examination and shall be delivered to City prior to, and as a partial condition of, Substantial Completion of the Work.

#### 6.11 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
1. all persons on the Site or who may be affected by the Work;
  2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property; or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
  - C. Contractor shall comply with the applicable requirements of City's safety programs.
  - D. Contractor shall inform City of the specific requirements of Contractor's safety program with which City's employees and representatives must comply while at the Site.
  - E. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of City or anyone employed by the City). Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and City has issued a notice to City and Contractor that the Work is acceptable.

#### 6.12 Safety Representative

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

#### 6.13 Hazard Communication Programs

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

#### 6.14 Shop Drawings, Submittals, and Samples

- A. See Sections "01 through 20" of the Technical Specifications.

#### 6.15 Emergencies

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give City prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof.
- B. If City determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Change Order may be issued.

#### 6.16 Continuing the Work

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with City. No Work shall be delayed or postponed pending resolution of any disputes or disagreements.

*6.17 Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to City that all Work will be in accordance with the Contract Documents and will not be defective. City and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  - 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is not responsible; or
  - 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
  - 1. observations by City;
  - 2. recommendation by City or payment by City of any progress or final payment;
  - 3. the issuance of a certificate of Substantial Completion by City or any payment related thereto by City;
  - 4. use or occupancy of the Work or any part thereof by City;
  - 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by City;
  - 6. any inspection, test, or approval by others; or
  - 7. any correction of defective Work by City.

*6.18 The Contractor shall reimburse the City for the total cost of all services rendered by the City when made necessary by any, or all, of the following:*

- A. Acceleration of the Work Schedule.
- B. Work not within normal working hours as established pursuant to the requirements of these documents and the award of the project. For purposes of this determination the Contractor shall assume the City or his representative shall be on site at all times the Contractor is on site.
- C. Default by the Contractor or any Subcontractor.
- D. Failure to complete the project, either substantial completion or final completion, or both, within the time frames stipulated by these documents, plus any City approved time extensions. Note that any such costs are in addition to any liquidated damages for which the Contractor may be exposed.
- E. Work damaged by fire or other causes during construction.

**ARTICLE 7 – OTHER WORK AT THE SITE**

*7.01 Related Work at Site*

- A. City may perform other work related to the Project at the Site with City's employees or through other contracts, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, every effort will be made to give the Contractor notice prior to starting any such other work.
- B. Contractor shall afford other contractors, other utilities, and City, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and City will properly coordinate the Work with other contractors. Under the direction of the City, the Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work unless approved by the City and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to City in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

#### *7.02 Legal Relationships*

- A. Contractor shall be liable to City and any other contractor under contract with City for the reasonable delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

### **ARTICLE 8 – CITY'S RESPONSIBILITIES**

#### *8.01 Communications to City*

- A. Except as otherwise provided in these General Conditions, Contractor shall issue all communications to City through City.

#### *8.02 Furnish Data*

- A. City shall promptly furnish the data required under the Contract Documents.

### **ARTICLE 9 – CITY'S STATUS DURING CONSTRUCTION**

#### *9.01 City's Representative*

- A. City will be the representative during the construction period. The City and Resident Project Representative's (RPR's) duties, responsibilities and authorities shall be agreed by the City and as set forth at the pre-construction conference. If the City designates another agent to represent the City at the site, the duties, responsibilities and limitations of authority of such other agent will be presented at the pre-construction conference.
- B. All work shall be performed to the satisfaction of the City. All work done shall be subject to the construction review of the City.

### 9.02 Visits to Site

- A. City will make visits to the Site at intervals appropriate to the various stages of construction, as City deems necessary, in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, City will determine, in general, if the Work is proceeding in accordance with the Contract Documents. City will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. City's efforts will be directed toward providing a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, City will keep informed of the progress of the Work and will endeavor to guard against defective Work.
- B. City's visits and observations are subject to all the limitations on City's authority and responsibility set forth in Article 9.05. Particularly, but without limitation, during or as a result of City's visits or observations of Contractor's Work, City will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

### 9.03 Rejecting Defective Work

- A. City will have authority to reject Work which City believes to be defective, or that City believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. City will also have authority to require special inspection or testing of the Work, as recommended by the City, whether or not the Work is fabricated, installed, or completed.

### 9.04 Determinations for Unit Price Work

- A. City will determine the actual quantities and classifications of Unit Price Work performed by Contractor. City will review with Contractor the City's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). City will determine final resolution.

### 9.05 Limitations on City's and City's Authority and Responsibilities

- A. Any decision made by City in good faith either to exercise or not exercise City's authority or responsibility shall not create, impose, or give rise to any duty in contract, tort, or otherwise owed by City to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. The City will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto; or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. City will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. The City will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. City's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of

inspection, tests and approvals, and other documentation required to be delivered will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

- E. The limitations upon authority and responsibility set forth in this Article shall also apply to the Resident Project Representative, and assistants, if any.

**ARTICLE 10 – CHANGES IN THE WORK; CLAIMS**

*10.1 Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented except as may be equitable in the case of an emergency not created by Contractor.

*10.2 Execution of Change Orders*

- A. Contractor shall execute appropriate Change Orders covering:
  1. changes in the Work which are: (i) ordered by City, (ii) required because of acceptance of defective Work or City's correction of defective Work, or (iii) agreed to by the parties;
  2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
  3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered and approved by the City.
- B. City will submit Change Orders executed by City and Contractor to the City Council for review and approval. All Change Orders are subject to City Council approval.

*10.3 Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change that accumulates above \$200,000.00.

*10.4 Claims*

- A. *City's Evaluation Required:* All Claims shall be referred to the City for review. A recommendation by City is required in order to evaluate the Claim.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to City and the other party to the Contract promptly (but in no event later than thirty (30) days) after the start or discovery of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the City and the other party to the Contract within sixty (60) days after the start or discovery of such event (unless City allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Article 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Article 12.02. Each Claim shall be

- accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to City and the claimant within thirty (30) days after receipt of the claimant's last submittal (unless City allows additional time).
- C. *City's Action:* City will review each Claim and, within thirty (30) days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, shall take one of the following actions in writing:
1. Recommendation to deny the Claim in whole or in part;
  2. Recommendation to approve the Claim; or
  3. Notify the parties that the City is unable to resolve the Claim.
- D. The City will provide its recommendation. The City will determine the resolution. All change orders are subject to City Council Approval.

## ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK-

### 11.01 Cost of the Work

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Article 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by City, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Article 11.01.B, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by City and Contractor. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by City.
  2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith.
  3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by the City, Contractor shall provide proposals from subcontractors as well as all backup documentation required to support any work covered by a Change Order or claim for adjustment in Contract Price.
  4. Costs of special consultants (including but not limited to City, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
  5. Incidental costs:
    - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

- b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
  - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by City, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
  - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
  - e. Deposits lost for any cause of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
  - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of City. No such losses, damages, and expenses shall be included in the Cost of the Work.
  - g. The cost of utilities, fuel, and sanitary facilities at the Site.
  - h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
  - i. The cost of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.
- B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work.
  - 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
  - 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
  - 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Articles 11.01.A.
- C. *Contractor's Fee:* Contractor's fee shall be determined as set forth in the contract. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Article 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Articles 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to City an itemized cost breakdown together with supporting data.

#### 11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to City.
- B. *Contingency Allowance:*
  - 1. Contractor agrees that a contingency allowance, if any, is for the sole use of City to cover unanticipated costs.
- C. Prior to final payment, an appropriate Change Order will be issued and approved by the City, to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price may be correspondingly adjusted.

#### 11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Contract.
- B. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

### ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

#### 12.01 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the City and the other party to the Contract in accordance with the provisions of Article 10.04. The City will review and provide a determination.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
  - 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Article 11.03); or
  - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Article 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Article 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Article 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Article 12.01.C).
  4. In the event that the Contractor encounters field conditions which create a need to alter the plans or specifications and induce a need for a Change Order (as agreed to by the City and in satisfaction of other applicable criteria set forth herein related to acceptance and approval of Change Orders) the City reserves the right to not approve the Change Order. In this event the City may correct the field condition giving rise to the need for a Change Order, or otherwise eliminate the need, with their own or other forces. Should this occur, the Contractor shall coordinate their field activities with the City to accommodate this Work.
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee.

#### 12.02 Change of Contract Times

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the City and the other party to the Contract in accordance with the provisions of Article 10.04. The City will review the claim and provide a determination.

#### 12.03 Delays-

- A. City, Engineer and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.
- C. All equipment and/or material delivery and Subcontractor or Supplier performance (i.e., efficiency, etc.) shall be considered to be within the control of the Contractor. No time extension shall be granted for delays due to equipment and/or material manufacturing, delivery, or failure to perform according to the contract. No time extension shall be granted unless the Contractor can demonstrate with the agreement of the City that the original critical path requires or would have required modification.

#### 12.04 Damages-

- A. No claim for damages or any claim other than for an extension of time shall be made or asserted against City by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from City for direct, indirect, consequential, impact or other costs, expenses, or damages, including, but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable, or avoidable or unavoidable. Contractor shall be entitled only to extensions of the contract time as the sole and exclusive remedy for such resulting delays, in accordance with and to the extent specifically provided herein.

## ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

### 13.01 Notice of Defects

- A. City may condemn any material, equipment, or work, which does not satisfactorily meet the Specifications, by giving written notice to the Contractor. All condemned materials; equipment or work shall be promptly taken out and replaced.
- B. All materials, which do not conform to the requirements of the Contract Documents, are not equal to samples approved by the City, or are in any way unsatisfactory or unsuited to the purpose for which they are intended, shall be rejected. Any defected work whether the result of poor workmanship, use of defective materials, damaged through carelessness or from other cause shall be removed within five (5) days after the written notice is given by the City, and the work shall be re-executed by the Contractor at his expense. The fact the City may have previously overlooked such defective work shall not constitute an acceptance of any part of it. Should the Contractor fail to remove rejected work or materials within five (5) days after written notice to do so, the City may remove them and may store the materials. Costs for such removal and storage will be the responsibility of the Contractor.

### 13.02 Access to Work

- A. City, their consultants and other representatives and personnel of City, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at all times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

### 13.03 Tests and Inspections

#### A. Inspector's Authority

1. The City may inspect all construction and materials and may also inspect preparation, fabrication or manufacture of components, materials and supplies. The City shall have the right to reject materials or suspend the work until questions or any issues are resolved.
2. All work that has been rejected or condemned shall be repaired, or if it cannot be satisfactorily repaired, shall be removed and replaced at the Contractor expense. Materials not conforming to the requirements of the specifications shall be removed immediately from the site of work and replaced with satisfactory material by the Contractor, at his expense. The City shall have the right to require additional inspections, certification and/or testing to confirm that the deficient work has been corrected.
3. Inspections shall be scheduled through the City and will be scheduled for regular working hours only, except for nights when service disruptions are involved. Scheduled inspections are required for all piping work, all mechanical work, concrete work including inspection of steel reinforcement prior to concrete placement, startups with manufacturer's representative present and any time an existing City of Port St. Lucie facility is to be connected. Work will not be scheduled for weekends or holidays.
4. When progress of the project requires the periodic presence of a City representative during non-normal work hours, for the convenience of the Contractor, the Contractor shall notify the City seventy two (72) hours in advance

of the work to be performed. This shall include work done on holidays, weekends or other non-scheduled work hours.

5. The City shall be provided with at least two (2) full working days notice for scheduled inspections. Inspectors will make unscheduled visits as needed to inspect such items as materials on site and clearances between conflicting lines.
6. The cost of all inspections, tests, re-tests, certifications and approvals required by the Contract Documents shall be paid by the Contractor. All such tests and inspections shall be performed by an independent testing laboratory. The laboratory shall be subject to the acceptance of the City. All re-testing requested by the City shall be paid for by the Contractor.

#### *13.04 Uncovering Work*

- A. If any Work is covered contrary to the written request of City, it must, if requested by City, be uncovered for City's observation and replaced at Contractor's expense.
- B. If City considers it necessary or advisable that covered Work be observed by City or inspected or tested by others, Contractor, at City's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as City may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of City's, architects, attorneys, and other professionals and all court costs arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction, and including, but not limited to, all costs of repair or replacement of work of others); and City shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, City may make a Claim therefore as provided in Article 10.04.

#### *13.05 City May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, City may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of City to stop the Work shall not give rise to any duty on the part of City to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

#### *13.06 Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by City, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court costs arising out of or relating to such correction or removal, and including, but not limited to, all costs of repair or replacement of work of others).
- B. When correcting defective Work, Contractor shall take no action that would void or otherwise impair City's special warranty and guarantee, if any, on said Work.

*13.07 Correction Period*

- A. If within one (1) year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by City or permitted by Laws and Regulations is found to be defective, Contractor shall promptly, without cost to City and in accordance with City's written instructions:
1. repair such defective land or areas; or
  2. correct such defective Work; or
  3. if the defective Work has been rejected by City, remove it from the Project and replace it with Work that is not defective, and
  4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting there from.
- B. If Contractor does not promptly comply with the terms of City's written instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court costs arising out of or relating to such correction or repair or such removal and replacement and including, but not limited to, all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Technical Specifications.
- D. Where defective Work (and damage to other Work resulting there from) has been corrected or removed and replaced, the correction period hereunder with respect to such Work will be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Article are in addition to any other obligation or warranty. The provisions of this Article shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

*13.08 Acceptance of Defective Work*

- A. At the request of the Contractor, if, instead of requiring correction or removal and replacement of defective Work, City prefers to accept it, City may do so. Such acceptance does not relieve the Contractor of its warranties pursuant to the terms and conditions of the Contract. If such acceptance occurs, the City shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted.

*13.09 City May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from City to correct defective Work, or to remove and replace rejected Work or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, City may, after seven (7) days written notice to Contractor, correct, or remedy any such deficiency.

- B. In exercising the rights and remedies, City shall proceed expeditiously. In connection with such corrective or remedial action, City may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which City has paid Contractor but which are stored elsewhere. Contractor shall allow City, City's representatives, agents and employees, City's other contractors, and City's consultants access to the Site to enable City to exercise the rights and remedies under this Article.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of City, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by City in exercising the rights and remedies under this Article will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and City shall be entitled to an appropriate decrease in the Contract Price
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by City of City's rights and remedies under this Article.

## ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

### 14.01 Schedule of Values

- A. The Schedule of Values established will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to City. Progress payments on account of Unit Price Work will be based on the number of units completed.
- B. *Review of Applications:*
  - 1. City will, within ten (10) days after receipt of each Application for Payment, either accept the Application for Payment or return the Application to Contractor indicating in writing City's reasons for refusing payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
  - 2. City's review and acceptance of an Application for Payment will constitute Payment and the accompanying data and schedules, that to the best of City's knowledge, information and belief:
    - a. the Work has progressed to the point indicated;
    - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work, and any other qualifications stated in the recommendation); and
    - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is City's responsibility to observe the Work.
  - 3. By recommending any such payment City will not thereby be deemed to have represented that:

- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to City in the Contract Documents; or
  - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by City or entitle City to withhold payment to Contractor.
4. Neither, the City's review of Contractor's Work for the purposes of recommending payments nor the City's recommendation of any payment, including final payment, will impose on the City:
- a. to supervise, direct, or control the Work, or
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
  - d. to make any examination to ascertain how or for what purposes Contractor has used the monies paid on account of the Contract Price, or
  - e. to determine that title to any of the Work, materials, or equipment has passed to City free and clear of any Liens.
5. City may refuse the whole or any part of any payment if, in City's opinion, it would be incorrect to make the payment. City may also refuse any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment previously made, to such extent as may be necessary in City's opinion to protect the City from loss because, but not limited to:
- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;
  - c. City has been required to correct defective Work or complete Work.
- C. *Reduction in Payment:*
1. City may refuse to make payment of the full amount recommended because, but not limited to:
    - a. claims have been made against City on account of Contractor's performance or furnishing of the Work;
    - b. there are other items entitling City to a set-off against the amount recommended; or
    - c. the City has actual knowledge of the occurrence of any of the events previously determined.
  2. If City refuses to make payment of the full amount, City will give Contractor written notice stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. City shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by City and Contractor, when Contractor remedies the reasons for such action to the satisfaction of the City.

*14.02 Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use, Contractor shall notify City in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that City issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Contractor, and City shall make an inspection of the Work to determine the status of completion. If City does not consider the Work substantially complete, City will notify Contractor in writing giving the reasons therefore.
- C. If City considers the Work substantially complete, City will deliver a tentative certificate of Substantial Completion, which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment.
- D. At the time of delivery of the tentative certificate of Substantial Completion, City will deliver Contractor a written recommendation as to division of responsibilities pending final payment between City and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless City and Contractor agree otherwise in writing and so inform City in writing prior to City's issuing the definitive certificate of Substantial Completion, City shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

*14.03 Partial Utilization*

- A. Prior to Substantial Completion of all the Work, City may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which City and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by City for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
  - 1. City at any time may request Contractor in writing to permit City to use or occupy any such part of the Work which City believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor and City will follow the procedures of Article 14.02.A through D for that part of the Work.
  - 2. Contractor at any time may notify City in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request City to issue a certificate of Substantial Completion for that part of the Work.
  - 3. Within a reasonable time after either such request, City and Contractor shall make an inspection of that part of the Work to determine its status of completion. If City does not consider that part of the Work to be substantially complete, City will notify Contractor in writing giving the reasons therefore. If City considers that part of the Work to be substantially complete, the provisions of Article 14.02 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

*14.04 Final Inspection*

- A. Prior to Contractor's request for final inspection the following submittals and work must be complete:

1. Project record documents must be approved.
  2. All spare parts must be suitably delivered to the City.
  3. Contractor shall submit evidence of compliance with requirements of governing authorities.
- B. After satisfying the preceding requirements and when the Contractor considers the work complete, he/she shall submit a written certificate to City that:
1. Contract documents have been reviewed;
  2. Work has been inspected for compliance with the Contract Documents;
  3. Equipment and systems have been tested in the presence of the City and are operational; and
  4. All punch-list items have been corrected.
- C. Should the City consider the Work incomplete or defective:
1. The City will notify the Contractor in writing, listing the incomplete or defective work;
  2. Contractor will take immediate steps to remedy the stated deficiencies, and send another written certificate to the City that the Work is complete; and
  3. The City will re-inspect the work.
- D. When the City finds the Work is acceptable under the Contract Documents for the project, the Contractor may make closeout submittals to City including:
1. warranties;
  2. evidence of payment and final release of liens from all subcontractors and material suppliers.

#### 14.05 Operation & Maintenance Manual

*See Sections "01 through 20" of the Technical Specifications.*

### **ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION**

#### *15.01 City May Suspend Work*

The City shall have the authority to suspend the work wholly or in part, for such periods as may be deemed necessary and for whatever cause, to include but not be limited to, unsuitable weather or such other conditions as are considered unfavorable for prosecution of the work, or failure on the part of the Contractor to carry out the provisions of the Contract or to supply materials meeting the requirements of the Specifications, or the action of a governmental agency, by serving written notice of suspension to the Contractor. In the event that the City shall become aware of any condition that may be cause for suspension of the work, the City shall immediately advise the Contractor of such condition.

The City has the authority to suspend the Contractor's operations, wholly or in part. The City will order such suspension in writing giving in detail the reasons for the suspension. Contract time will be charged during all suspension of Contractor's operations. The City may grant an extension of contract time in accordance with the Specifications in the City's sole judgment. No additional compensation or a time extension will be paid or granted to the Contractor when the operations are suspended for the following reasons, including, but not limited to:

- a. The Contractor fails to comply with the contract documents;

- b. The Contractor fails to carry out orders given by the City; and/or
- c. The Contractor causes conditions considered unfavorable for continuing the work.

The Contractor shall immediately comply with any Suspension Order. The Contractor shall not resume operations until authorized to do so by the City in writing. Any operations performed by the Contractor, and otherwise constructed in conformance with the provisions of the Contract, after issuance of the suspension order and prior to the City's authorization to resume operations will be at no cost to the City. Further, failure to immediately comply with any suspension order will also constitute an act of default by the Contractor and is deemed sufficient basis in and of itself for the City to declare the Contractor in default with the exception that the Contractor will not have ten (10) calendar days to correct the conditions for which the suspension was ordered.

**Prolonged Suspensions:** If the City suspends the Contractor's operations for an indefinite period, the Contractor shall store all materials in such manner that they will not obstruct or impede the traveling public unnecessarily or become damaged in any way. The Contractor shall take every reasonable precaution to prevent damage to or deterioration of the work performed. Provide suitable drainage of the roadway by opening ditches, shoulder drains, etc. and the Contractor shall also provide any temporary structures necessary for public travel through the project.

**Permission to Suspend Contractor's Operations:** The Contractor shall not suspend operations or remove equipment or materials necessary for completing the work without obtaining the City's written permission. The Contractor shall submit all requests for suspension of operations in writing to the City, and identify specific dates to begin and end the suspension. The Contractor is not entitled to any additional compensation for suspension of operations during such periods.

**Suspension of Contractor's Operations - Holidays:** Unless the Contractor submits a written request to work on a holiday at least ten (10) days in advance of the request date and receives written approval from the City, the Contractor shall not work on the following days: see Article 6.02 C. Contract Time will be charged during these holiday periods regardless of whether or not the Contractor's operations have been suspended. The Contractor is not entitled to any additional compensation for suspension of operations during such holiday periods.

**ARTICLE 16 – MISCELLANEOUS**

*16.01 Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
  - 1. delivered in person to the individual designated in the Contract Documents to accept notice or in the event such individual is not designated, to a member of the firm, or to an officer of the corporation for whom it is intended; or
  - 2. sent by registered or certified mail, postage prepaid, to the business address as listed in Contract document or last business address known for the intended recipient of the notice.

*16.02 Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

*16.03 Public Nuisance*

- A. The Contractor shall not create a public nuisance including, but not limited to, encroachment on adjacent lands, flooding of adjacent lands, or excessive noise.
- B. Sound levels measured by the City shall not exceed 50 dBA from 7 P.M. to 7 A.M. or 60 dBA 7 A.M. to 7 P.M. This sound level shall be measured at the exterior of the nearest exterior wall of the nearest residence. Levels at the equipment shall not exceed 85 dBA at any time. Sound levels in excess of these values are sufficient cause to have the Work halted until equipment can be quieted to these levels. Work stoppage by the City for excessive noise shall not relieve the Contractor of the other portions of these Contract Documents including, but not limited to, completion dates and bid amounts.
- C. No extra charge may be made for time lost due to work stoppage resulting from the creation of a public nuisance.

*16.04 Order of Precedence*

- A. When there is a conflict between the Contract Documents for this project, the General Contract Documents shall preside over the Technical Specifications which preside over the Contract Drawings.

*16.05 Excavation Around & Connection to Existing Utilities*

- A. It is essential that the Contractor understand that the maintenance of the existing utilities must be kept in operation with minimal impact and shut-downs. To this end, the Contractor shall coordinate and consult with the City's Utility operating personnel before excavating around or cutting into existing utilities on the site. Existing utilities of major concern are water, sewer and gas pipelines, electrical power conduits and cables, residential television and telephone cables.
- B. Some areas within the water pumping station construction site will require hand excavation due to the congestion of underground piping systems and/or due to the criticality of piping systems that may be damaged unavoidably during machine excavation. It is anticipated that more problems will occur and hand excavation will be absolutely necessary for the piping installations required between the existing lift station and the new lift station.
- C. Cover for underground piping shall not be less than that indicated on the Drawings or as specified elsewhere in the contract documents, whichever is greater. In areas where other piping conflicts preclude the maximum cover desired, the piping shall be laid to provide the maximum cover obtainable.
- D. All connections to existing piping systems shall be made as shown or indicated on the Drawings after consultation, cooperation, and coordination with the City's water Utility management personnel. Some such connections may have to be made during off-peak hours (late night or early morning hours). The Contractor shall give a minimum of seventy two (72) hours notice to the City when tie-ins with the existing lift station utilities are required.
- E. For major utility pipeline tie-ins and relocations, the Contractor shall submit a detailed Plan of Action for review and approval by the City. No major utility relocation or tie-ins shall proceed until the Plan of Action for that Work is approved.

*16.05 Temporary Operating Equipment and Facilities*

- A. Prior to proceeding with Work and installation of temporary operating facilities, the Contractor shall submit a detailed Plan of Action for this work which will be reviewed and approved by the City. Because this necessity to maintain operational capacity, the

Contractor should submit the Plans of Action as soon as possible after the Notice to Proceed is issued. No Work shall commence until the Plans of Action are approved.

- B. The temporary facilities will include temporary enclosures, power, pumping, and process piping. Locations for connection of temporary facilities to existing facilities shall be approved in advance by the City and shall be included in the Contractor's submitted Plan of Action. The Contractor shall give a minimum of seventy two (72) hours notice to the City when tie-ins to existing lift station piping and electrical power are required.

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## SECTION 01010

## SUMMARY OF WORK

PART 1 – GENERAL

## 1.01 THE REQUIREMENT

- A. The Work to be done under this Contract and in accordance with the Contract Documents consists of furnishing all equipment, superintendence, labor, skill, material and all other items necessary for the construction of the Prineville WTP Site Improvements including new access gate, new pavement system and additional site lighting all in accordance with these contract documents.
- B. The CONTRACTOR shall perform all work required for such construction in accordance with the Contract Documents and subject to the terms and conditions of the Contract, complete and ready for use.
- C. The principal features of the Work to be performed under this Contract include:  
GENERAL CONSTRUCTION: Construction of the Prineville WTP Site Upgrades includes, but is not limited to, the furnishing of all labor, materials, equipment, services and incidentals for the construction of the site upgrades including temporary eight foot high chain-link construction fence, erosion and sediment controls, demolition of the existing gate, demolition of the existing wall segments, construction of the temporary access road, construction of the new gate, wall segment, site lighting and bases, fiber optic conduit, fiber optic pull boxes, new roadway pavement system, soil compaction, testing, new traffic island, new pavement markers, new pavement stripes, new coatings and all other work shown or implied for a complete and operational gate and site access roadway system in conformance with the Contract Documents, the City of Port St. Lucie Utility System Department Standards, The City of Port St. Lucie Standards for Fiber Optic Conduit and Pull boxes, and the City of Port St. Lucie Qualified Products List (most recent edition).
- D. The foregoing description(s) shall not be construed as a complete description of all work required.

## 1.02 CONTRACT DOCUMENTS

- A. The Work to be done is described in the Documents entitled Prineville WTP Site Upgrades. The numbers and titles of all Drawings appear on the index sheet of the Drawings. All drawings so enumerated shall be considered an integral part of the Contract Documents as defined herein.
- B. Certain Document Sections refer to Divisions of the Contract Specifications. Sections are each individually numbered portions of the Specifications (numerically) such as 08330, 09850, 15106, etc. The term Division is used as a convenience term meaning all Sections within a numerical grouping. For example, Division 16 would thus include Sections 16000 through 16950 and would mean all electrical specifications.

- C. The work shall conform to the requirements set forth in the following drawings which form a part of the contract documents.

SHEET NUMBER	TITLE
G1	COVER SHEET
D1	DEMOLITION
D2	DEMOLITION PHOTO DETAILS
C1	SITE PLAN NORTH
C2	SITE PLAN SOUTH
C3	PRINEVILLE STREET GATE 5
C4	EQUIPMENT WASHDOWN PAD
C5	GATE DETAILS
C6	PRECAST CONCRETE WALL DETAILS
C7	ROADWAY & PAVEMENT DETAILS
C8	PAVEMENT DETAIL - STA 3+75 TO END
C9	EROSION CONTROL DETAILS
C9	GENERAL NOTES

#### 1.03 GENERAL ARRANGEMENT

- A. Drawings indicate the extent and general arrangement of the work. If any departures from the Drawings are deemed necessary by the CONTRACTOR to accommodate the materials and equipment he proposes to furnish, details of such departures and reasons therefore shall be submitted as soon as practicable to the CITY for approval. No such departures shall be made without the prior written approval of the CITY. Approved changes shall be made without additional cost to the CITY for this work or related work under other Contracts of the Project.
- B. The specific equipment proposed for use by the CONTRACTOR on the project may require changes in structures, auxiliary equipment, piping, electrical, mechanical, controls or other work to provide a complete satisfactory operating installation. The CONTRACTOR shall submit to the CITY, for approval, all necessary Drawings and details showing such changes to verify conformance with the overall project structural and architectural requirements and overall project operating performance. The Bid Price shall include all costs in connection with the preparation of new drawings and details and all changes to construction work to accommodate the proposed equipment, including increases in the costs of other Contracts.
- C. The Bid Price shall include all costs in connection with the preparation of new drawings and details and all changes to construction work to accommodate the proposed equipment, including increases in the costs of other Contracts.

#### 1.04 GOVERNING SPECIFICATIONS FOR THIS PROJECT

In addition to these contract documents, the following specifications shall also be included as part of this project's contract documents:

1. The State of Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Dated 2010. 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, 2012 Edition. Referenced

as FDOT Index(es).

3. Minimum Technical Specifications and Construction Standards of The City of Port St. Lucie Utility Systems Department, dated 2010. Referenced as PSLUSD.

#### 1.05 PAY ITEM DESCRIPTION

It is the intent of these plans and specifications for the CONTRACTOR to provide all labor and materials to furnish and install a complete and operational access road and gate system conforming to the governing specifications of this project at the Prineville Water Treatment Plant for the purpose of providing a usable, paved, and secure access way to the site. Furthermore, it is the intent of these construction documents that disruption to residential and commercial property, public and private utilities and public right-of-ways be minimized. Areas, properties, utilities and structures disturbed by any activity of the CONTRACTOR during this project, shall be restored to their original condition at the CONTRACTOR's expense.

If any item that is necessary for construction is not listed separately in the Pay Item Descriptions, it is the intent of these contract documents that the cost to furnish and install the item be included in the price of the pay items on the bid reply sheet.

##### **1. 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, for a complete and operational gate access and paved site access roadway system.

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.

##### **2. 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 per LUMP SUM.

### 3. 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 at no cost to the City.

The basis of payment for **Construction Stakeout** shall be paid on a LUMP SUM basis.

### 4. 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 throughout the life of the project.

At the Pre-Construction Meeting the CONTRACTOR shall submit the detailed plan 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 City.
- The CONTRACTOR shall notify the City of Port St. Lucie Utility Systems Department (PSLUSD) of any road restrictions at least two (2) weeks 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 LUMP SUM.

### 5. Temporary Security Fence

The bid price for this item shall include, but not be limited to the installation of the eight (8) foot high chain link fence and gate in accordance with PSLUSD Specifications as well as all labor, materials, equipment, and any other incidentals necessary to perform the task specified herein and on the contract drawings for a complete and operable temporary security fence system. Included in this item, but not limited to, is the fence, lockable gate, locks, support posts, braces and all other work, hardware, appurtenances, and materials necessary.

The basis of payment for **Temporary Security Fence** shall be paid as LINEAR FOOT.

### 6. Site Preparation and Demolition

The bid price for this item shall include, but not be limited to, the site preparation and demolition work for this project in accordance with PSLUSD Specifications and the contract documents. Included in this item is all labor, materials, equipment, necessary for site preparation and demolition including for all clearing, grubbing, vegetation removal, pavement removal, culvert removal, grading, demolition work, relocation of the existing precast concrete panel on the Prineville site, stucco repair work, and any other incidentals necessary to perform the task specified herein and on the contract drawings.

The basis of payment for **Site Preparation and Demolition** shall be paid as LUMP SUM.

### **7. Temporary Access Road**

The bid price for this item shall include, but not be limited to, the construction of temporary access road as well as all labor, materials, equipment, and any other incidentals necessary to perform the task specified herein conforming to the PSLUSD Specifications and the contract documents for a complete and operational temporary access road system. Included in this item is, but not limited to, earthwork, geo-textile fabric, crushed rock, grading, and all other accessories, hardware, work and materials required for the complete and operable temporary site access road installation.

The basis of payment for **Temporary Access Road** shall be paid as CUBIC YARD.

### **8. Erosion and Sediment Control**

The bid price for this item shall include, but not be limited to, the installation of the sediment and erosion control barriers the entire length of the roadway project, both sides of the roadway in accordance with these contract documents and PSLUSD Specifications as well as all labor, materials, equipment, and any other incidentals necessary to perform the task specified herein and on the contract drawings for a complete and operable installation.

The basis of payment for **Erosion and sediment Control Barriers** shall be paid as LUMP SUM.

### **9. Temporary Access Road Culverts**

The bid price for this item shall include, but not be limited to, the construction of temporary access road culverts as well as all labor, materials, equipment, and any other incidentals necessary to perform the task specified herein conforming to the PSLUSD Specifications and on the contract drawings for a complete and temporary access road culvert system. Included in this item is, but not limited to, earthwork, galvanized metal culverts, grading, and all other work and materials required for the complete and operable culvert installation.

The basis of payment for **Temporary Access Road Culverts** shall be paid per LINEAL FEET.

### **10. Construct New Precast Wall System**

The bid price for this item shall include, but not be limited to, the construction of the new precast wall panel system as well as all labor, materials, equipment, and any other

incidentals necessary to perform the task specified herein conforming to the PSLUSD Specifications and on the contract drawings for a complete and operable precast wall system. Included in this item is, but not limited to, all earthwork, concrete, precast concrete wall panels, complete concrete column construction, pressure cleaning, complete panel painting, grading, removal of the existing wall panel, stucco repair, existing wall repainting, and all other work and materials required for the complete and operable precast wall installation that is integrated and matching the existing wall system in all aspects of style, texture, height, and color.

The basis of payment for **New Precast Wall System** shall be paid as LUMP SUM.

#### **11. Construct Roadway Pavement System - Subgrade**

The bid price for this item shall include, but not be limited to, the construction of the new roadway pavement system subgrade and any other incidentals necessary to perform the task specified herein conforming to the PSLUSD Specifications and on the contract drawings. Included in this item is, but not necessarily limited to, all work, earth work, compaction, grading, materials, and pavement required for the installation of a new a operational roadway pavement system subgrade. New roadway system construction shall be in accordance with the contract documents and FDOT standards and specifications.

The basis of payment for **New Roadway Pavement System – Subgrade** shall be paid as CUBIC YARDS.

#### **12. Construct Roadway Pavement System – Base Course**

The bid price for this item shall include, but not be limited to, the construction of the new roadway pavement system base course and any other incidentals necessary to perform the task specified herein conforming to the PSLUSD Specifications and on the contract drawings. Included in this item is, but not necessarily limited to, all work, materials, and pavement required for the installation of a new an operational roadway pavement system base course. New roadway system construction shall be in accordance with the contract documents and FDOT standards and specifications.

The basis of payment for **New Roadway Pavement System – Base Course** shall be paid as CUBIC YARDS.

#### **13. Construct Roadway Pavement System – Surface Course S-III**

The bid price for this item shall include, but not be limited to, the construction of the new roadway pavement system, surface course S-III and any other incidentals necessary to perform the task specified herein conforming to the PSLUSD Specifications and on the contract drawings. Included in this item is, but not necessarily limited to, all work, materials, and pavement required for the installation of a new and operational roadway pavement system surface course S-III, including edge of pavement markers. New roadway system construction shall be in accordance with the contract documents and FDOT standards and specifications.

The basis of payment for **New Roadway Pavement System – Surface Course S-III** shall be paid as CUBIC YARDS.

**14. New Roadway Pavement System – Surface Course S-I**

The bid price for this item shall include, but not be limited to, the construction of the new roadway pavement system, surface course S-I and any other incidentals necessary to perform the task specified herein conforming to the PSLUSD Specifications and on the contract drawings. Included in this item is, but not necessarily limited to, all work, materials, and pavement required for the installation of a new a operational roadway pavement system surface course S-I, including edge of pavement markers. New roadway system construction shall be in accordance with the contract documents and FDOT standards and specifications.

The basis of payment for **New Roadway Pavement System – Surface Course S-I** shall be paid as CUBIC YARDS.

**15. New Traffic Island**

The bid price for this item shall include, but not be limited to, the construction of the new traffic island and any other incidentals necessary to perform the task specified herein conforming to the PSLUSD Specifications and on the contract drawings. Included in this item is, but not necessarily limited to, all work and materials, concrete, bollards, fiber optic conduit, painting traffic yellow and all other work and materials required for the complete installation of the traffic island. Traffic island construction shall be in accordance with the contract documents and FDOT standards and specifications.

The basis of payment for **New Traffic Island** shall be paid as LUMP SUM.

**16. New Site Lights**

The bid price for this item shall include, but not be limited to, the construction of the new site lighting system for the new gate and paved access roadway including any incidentals necessary to perform the task specified herein conforming to the PSLUSD Specifications and on the contract drawings. Included in this item but not necessarily limited to is earthwork, concrete, conduits, bolts, bases, light poles, complete light fixtures, wire, grounding system, air terminals, GFI outlets, switches and all other hardware, appurtenances, work and materials necessary for the complete and ready to use installation of the new site lights.

The basis of payment for **New Site Lights** shall be paid as EACH.

**17. New Access Gate**

The bid price for this item shall include, but not be limited to, the construction of the fiber optic conduit system in accordance with PSLUSD Specifications as well as all labor, materials, equipment, and any other incidentals necessary to perform the task specified herein and on the contract drawings for a complete and ready to use horizontal slide gate access. Included in this item, but not limited to, is the construction and testing of the horizontal slide gate, supports, earthwork, concrete, all hardware and accessories necessary for a complete and operational gate system that is ready for remote operation in accordance with the construction plans and technical specifications.

The basis of payment for **New Access Gate** shall be paid as EACH.

**18. Fiber Optic Pull Boxes**

The bid price for this item shall include, but not be limited to, the relocation and construction of the fiber optic pull boxes in accordance with PSLUSD Specifications as well as all labor, materials, equipment, and any other incidentals necessary to perform the task specified herein and in the technical specifications and on the contract drawings for a complete and ready to use fiber optic pull boxes. Included in this item, but not limited to, is the relocation and construction of the pull and boxes and concrete as designated on the construction drawings to the new gate operator.

The basis of payment for **Fiber Optic Pull Boxes** shall be paid as EACH.

**19. Fiber Optic Conduit**

The bid price for this item shall include, but not be limited to, the construction of the fiber optic conduit system in accordance with PSLUSD Specifications as well as all labor, materials, equipment, and any other incidentals necessary to perform the task specified herein and on the contract drawings for a complete and ready to use fiber optic conduit system. Included in this item but not limited to, is the construction and integrity testing of the conduit, pull and boxes from the existing fiber optic vault designated on the construction drawings to the new gate operator.

The basis of payment for **Fiber Optic Conduit** shall be paid as LINEAR FOOT.

**20. Irrigation System Relocation**

The bid price for this item shall include, but not be limited to, all labor, materials, equipment, and any other incidentals necessary to relocate the existing irrigation system control equipment and piping in the vicinity of the new gate and paved access road. Included in this item is, but not limited to, the relocation, reconstruction and testing of the irrigation system control and piping for a complete and operable irrigation system.

The basis for payment for **Irrigation System Relocations** shall be on a LUMP SUM basis.

**21. Temporary Access Road Removal and Restoration**

The bid price for this item shall include, but not be limited to, the complete removal of the temporary access road as well as all labor, materials, equipment, and any other incidentals necessary to perform the task specified herein conforming to the PSLUSD Specifications and the contract documents. Included in this item but is, not limited to, earthwork, removal of all geo-textile fabric, crushed rock, culverts, backfill, compaction, grading, sod, watering and all other work and materials required for the complete removal of the temporary site access road and restoration of the access road site.

The basis for payment for **Temporary Access Road Removal and Restoration** shall be on a LINEAL FOOT basis.

## 22. Site Restoration

The bid price for this item shall include, but not be limited to, the complete restoration of the project site as well as all labor, materials, equipment, and any other incidentals necessary to perform the task specified herein conforming to the PSLUSD Specifications and the contract documents. Included in this item is, but not limited to, earthwork, grading, sod, watering and all other work and materials required for the complete restoration of the project site.

The basis for payment for **Site Restoration** shall be on a LUMP SUM basis.

## 23. New Equipment Wash-Down Pad

The bid price for this item shall include, but not be limited to, the construction of the new equipment wash-down pad and any other incidentals necessary to perform the task specified herein conforming to the PSLUSD Specifications and on the contract drawings. Included in this item is, but not necessarily limited to, all work and materials, earthwork, grading, concrete and all other work and materials required for the complete installation of the new equipment wash-down pad.

The basis of payment for **New Equipment Wash-Down Pad** shall be paid as CUBIC YARDS.

## 24. New Roadway Culverts

The bid price for this item shall include, but not limited to, the construction of new galvanized metal roadway culverts with concrete mitered ends as well as all labor, materials, equipment, and any other incidentals necessary to perform the task specified herein conforming to FDOT Index 272 and the PSLUSD Specifications and on the contract drawings for a complete and site access road culvert system. Included in this item is, but not limited to, earthwork, galvanized metal culverts, grading, concrete and all other work and materials required for the complete and operable culvert installation conforming with the CITY and FDOT Standards.

The basis of payment for **New Roadway Culverts** shall be paid per LINEAL FEET.

## 25. Indemnification Fee

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. Payment for Indemnification shall be limited to ten dollars (\$10.00) each.

## 1.06 CONSTRUCTION PERMITS, EASEMENTS AND ENCROACHMENTS

- A. The CONTRACTOR shall obtain, keep current and pay all fees for any necessary construction permits from those authorities, agencies, or municipalities having jurisdiction over land areas, utilities, or structures which are located within the Contract limits and which will be occupied, encountered, used, or temporarily interrupted by the CONTRACTOR's

operations unless otherwise stated. Record copies of all permits shall be furnished to the CITY.

- B. When construction permits are accompanied by regulations or requirements issued by a particular authority, agency or municipality, it shall be the CONTRACTOR's responsibility to familiarize himself and comply with such regulations or requirements as they apply to his operations on this Project.
- C. The CONTRACTOR shall provide any required Performance and Payment Bond(s).
- D. Permits obtained by the CITY or his authorized representative include the following:
  - 1. South Florida Water Management District (SFWMD) Right of Way Permit.
- E. The CONTRACTOR shall pay for all other permit fees required to complete all work as part of this Contract and shall include the costs for all permits in the applicable item of the Bid.
- F. The CONTRACTOR shall furnish to the CITY copies of all permits prior to the commencement of work requiring permits.

#### 1.07 ADDITIONAL CITY SERVICES

- A. In the event that the CITY is required to provide additional services as a result of substitution of materials or equipment which are not "or equal" by the CONTRACTOR, or changes by the CONTRACTOR in dimension, weight, power requirements, etc., of the equipment and accessories furnished, or if the CITY is required to examine and evaluate any changes proposed by the CONTRACTOR for the convenience of the CONTRACTOR, then the CITY's charges in connection with such additional services shall be charged to the CONTRACTOR by the CITY.
- B. Structural design shown on the Contract Drawings is based upon typical weights for major items of equipment as indicated on the Contract Drawings and specified. If the equipment furnished exceeds the weights of said equipment, the CONTRACTOR shall assume the responsibility for all costs of redesign and for any construction changes required to accommodate the equipment furnished, including the CITY's expenses in connection therewith.
- C. In the event that the CITY is required to provide additional services as a result of CONTRACTOR's errors, omissions, or failure to conform to the requirements of the Contract Documents, or if the CITY is required to examine and evaluate any changes proposed by the CONTRACTOR solely for the convenience of the CONTRACTOR, then the CITY's charges in connection with such additional services shall be charged to the CONTRACTOR by the CITY.

#### 1.08 ADDITIONAL CITY EXPENSES

- A. In the event the Work of this Contract is not completed within the time set forth in the Contract or within the time to which such completion may have been extended in accordance with the Contract Documents, the additional inspection charges incurred by the CITY may be charged to the CONTRACTOR and deducted from the monies due him. Extra work or supplemental Contract work added to the original Contract, as well as extenuating circumstances beyond the control of the CONTRACTOR, will be given due consideration by

the CITY before assessing inspection charges against the CONTRACTOR.

- B. Unless otherwise specifically permitted, the normal time of work under this Contract is limited to eight (8) hours per day, Monday through Friday. Work beyond these hours or on City holidays will result in additional expense to the CITY. Any expenses and/or damages, including the cost of the CITY's on site personnel, arising from the CONTRACTOR's operations beyond the hours and days specified above shall be borne by the CONTRACTOR.
- C. Charges assessed to the CONTRACTOR for additional inspection costs will be determined based on actual hours charged to the job by the CITY. Daily rates will depend on the number and classifications of employees involved, but in no case shall such charges exceed four hundred dollars (\$400.00) per day for field personnel and six hundred dollars (\$600.00) per day for Utility Engineering personnel, based on an eight (8) hour workday.
- D. Charges for additional CITY's expenses shall be in addition to any liquidated damages assessed in accordance with the Contract.

#### 1.09 FIRE PROTECTION

- A. CONTRACTOR shall take all necessary precautions to prevent fires at or adjacent to the work, buildings, etc., and shall provide adequate facilities for extinguishing fires which do occur. Burning is not permitted.
- B. When fire or explosion hazards are created in the vicinity of the work as a result of the locations of fuel tanks, or similar hazardous utilities or devices, the CONTRACTOR shall immediately alert the local Fire Marshal and the CITY of such tank or device. The CONTRACTOR shall exercise all safety precautions and shall comply with all instructions issued by the Fire Marshal and shall cooperate with the CITY, who is the owner of the tank or device, to prevent the occurrence of fire or explosion.

#### 1.10 CHEMICALS

- A. All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, or reactant of other classification, must show approval of either the EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with all applicable rules and regulations. CONTRACTOR shall provide MSDS sheets in accordance with local, state and federal regulations.

#### 1.11 WEATHER CONDITIONS

- A. No work shall be done when the weather is unsuitable. The CONTRACTOR shall take necessary precautions (in the event of impending storms) to protect all work, materials, or equipment from damage or deterioration due to floods, driving rain, and/or wind. The CITY reserves the right to order that additional protection measures over and beyond those proposed by the CONTRACTOR, be taken to safeguard all components of the Project. The CONTRACTOR shall not claim any compensation or time extension for such precautionary measures so ordered, nor claim any compensation or time extension from the CITY for damage to the work from weather elements. All weather related delays shall be agreed to and documented by the CITY/CONTRACTOR on a daily basis.

- B. The mixing and placing of concrete or pavement courses, the laying of masonry, and installation of equipment, sewers and water mains shall be stopped during rainstorms, if ordered by the CITY, and all freshly placed work shall be protected by canvas or other suitable covering in such manner as to prevent running water from coming in contact with it. Sufficient coverings shall be provided and kept ready at hand for this purpose. The limitations and requirements for mixing and placing of concrete, or laying of masonry, in cold weather shall be as described elsewhere in these Specifications.
- C. The CONTRACTOR shall take all necessary and appropriate precautions to protect his work and the plant in general in the event of inclement weather specifically during periods when a hurricane watch or hurricane warning has been issued. Such measures shall be to the satisfaction of the CITY and shall include, but not be limited to, re-scheduling of activities that may jeopardize the ability of the existing facilities to function during extended power outages, and due and proper securing of all materials, structures, equipment and facilities to prevent damage. The CITY does not assume any liability for the completeness of CONTRACTOR preparedness measures.

#### 1.12 PERIODIC CLEANUP: BASIC SITE RESTORATION

- A. During construction, the CONTRACTOR shall regularly remove from the site of the work all accumulated debris and surplus materials of any kind which result from his operations. Unused equipment and tools shall be stored at the CONTRACTOR's yard or base of operations for the Project.
- B. The CONTRACTOR and his subcontractors shall refrain from using the site as a trash receptacle and shall promptly and thoroughly clean up any trash deposited on the plant site.
- C. When the work involves installation of sewers, drains, water mains, manholes, underground structures, or other disturbance of existing features in or across streets, rights-of-way, easements, or private property, the CONTRACTOR shall (as the work progresses) promptly backfill, compact, grade, and otherwise restore the disturbed area to the basic condition which will permit resumption of pedestrian or vehicular traffic and any other critical activity or functions consistent with the original use of the land. The requirements for temporary paving of streets, walks, and driveways are specified elsewhere. Unsightly mounds of earth, large stones, boulders, and debris shall be removed so that the site presents a neat appearance.
- D. The CONTRACTOR shall perform the cleanup work on a regular basis and as frequently as ordered by the CITY. Basic site restoration in a particular area shall be accomplished immediately following the installation or completion of the required facilities in that area. Furthermore, such work shall also be accomplished, when ordered by the CITY, if partially completed facilities must remain incomplete for some time period due to unforeseen circumstances.
- D. Upon failure of the CONTRACTOR to perform periodic cleanup and basic restoration of the site to the CITY's satisfaction, the CITY may, upon five (5) days prior written notice to the CONTRACTOR, without prejudice to any other rights or remedies of the CITY, cause such work for which the CONTRACTOR is responsible to be accomplished to the extent deemed necessary by the CITY, and all costs resulting there from shall be charged to the CONTRACTOR and deducted from the amounts of money that may be due him.

#### 1.13 USE OF FACILITIES BEFORE COMPLETION

- A. The CITY reserves the right to enter and use any portion of the constructed facilities before final completion of the whole work to be done under this Contract. However, only those portions of the facilities which have been completed to the CITY's satisfaction, as evidenced by his issuing a Certificate of Substantial Completion covering that part of the work, shall be placed in service.
- B. It shall be the CITY's responsibility to prevent premature connections to or use of any portion of the installed facilities by private or public parties, persons or groups of persons, before the CITY issues its Certificate of Substantial Completion covering that portion of the work to be placed in service.
- C. Consistent with the approved progress schedule, the CONTRACTOR shall cooperate with the CITY and his agents to accelerate completion of those facilities, or portions thereof, which have been designated for early use by the CITY.

1.14 PRE-CONSTRUCTION VIDEO

- A. The CONTRACTOR shall, in the presence of a representative of the CITY, video record the project site. The original and two copies of the DVD shall be turned over to the CITY prior to beginning construction activities. The video shall clearly identify existing site conditions prior to construction.

1.15 PROJECT LOCATION:

The project is located within the limits of the City of Port St. Lucie, St. Lucie County, Florida in the vicinity of Prineville WTP, 900 SE Ogden Lane, Port St. Lucie Florida, 34983.

PART 2 – PRODUCTS  
(NOT USED)

PART 3 –  
EXECUTION (NOT  
USED)

END OF SECTION 01010

## SECTION 01019

## GENERAL REQUIREMENTS

## PART 1 – GENERAL

## 1.01 THE REQUIREMENT

- A. The Work to be done under this Contract and in accordance with the Contract Documents consists of furnishing all equipment, superintendence, labor, skill, material and all other items necessary for the construction of the Prineville WTP Site Improvements.

## 1.02 EXISTING UTILITIES AND STRUCTURES

- A. The existing utilities and facilities shown on the drawings were located from the CITY's and other records. Guaranty is not made that all existing facilities are shown or that those shown are entirely accurate. The CONTRACTOR shall assure himself of any utilities, structures or facilities prior to performing any Work. Prior to the start of Work, the CONTRACTOR shall request each utility agency to advise him of the location of their facilities in the vicinity of the Work.
- B. The CITY will assume no liability for damages sustained or costs incurred because of the CONTRACTOR's operations in the vicinity of existing utilities or structures. The CONTRACTOR shall notify the CITY of any deviation between existing conditions and the drawings.

## 1.03 PRESERVING WATER QUALITY

- A. The CONTRACTOR shall exercise extreme care to minimize degradation of water quality at the site. All necessary provisions shall be taken to insure compliance with the water quality standards of the State of Florida. Attention is called to Chapter 62-3, Florida Administrative Code, and in particular, the requirements that turproposality shall not exceed 29 Nephelometric Turproposality Units (NTUs) above background level. The waters of the project area are classified as Class III. Adequate silt containment procedures and equipment shall be used to control turproposality at all times at no additional expense to the CITY.

## 1.04 WATER

- A. The CONTRACTOR shall provide and maintain, at his own expense, an adequate supply of water for his use for construction and domestic consumption, and to install and maintain necessary connections and piping for same, but only at such locations and in such manner as may be approved by the CITY.
- B. All water connection points to the City system shall be equipped with a reduced pressure principle type backflow preventer and meter. The meter shall be obtained from the City. Both devices shall be installed according to City Standards.
- C. Prior to final acceptance, temporary connections and piping installed by the CONTRACTOR shall be removed in a manner satisfactory to the CITY.

## 1.05 ELECTRICITY

- A. All electrical current required by the CONTRACTOR for construction and testing of the project, from notice to proceed to issuance of substantial completion by the CITY, shall be furnished by the CONTRACTOR's own equipment at the CONTRACTOR's sole expense.

- B. All temporary connections and meters for electricity shall be subject to the approval of the CITY. All temporary lines and meters shall be furnished, installed, connected and maintained by the CONTRACTOR in accordance with all applicable codes and shall be completely removed by the CONTRACTOR prior to substantial completion.

#### 1.06 SANITARY FACILITIES

- A. The CONTRACTOR shall provide temporary restroom facilities for field crews. Holding tanks will not be allowed.

#### 1.07 SAFETY PRECAUTIONS

- A. The CONTRACTOR is specifically cautioned that the Prineville WTP site is an active secure facility owned and operated by the CITY. The CONTRACTOR shall conform with all CITY requests and requirements, ordinances, and protocols for safety and security, including hours of work, noise, access to the site, and egress from the site. The CONTRACTOR shall provide adequate equipment for performing all project work. Delay of project due to the CONTRACTOR or his subcontractors not conforming with security requests is not the responsibility of the CITY.
- B. The CONTRACTOR is specifically cautioned that electrical power and communications conduit will be in continuous and routine use in the vicinity of where portions of the work will be completed. Portions of the work required under this contract will be in the immediate vicinity of the items named above.
- C. The CONTRACTOR shall contact Florida Power and Light for instruction regarding proper construction techniques in the vicinity of underground and overhead power lines. The CONTRACTOR shall educate all field and supervisory personnel regarding standard safety practices and first aid procedures for accidental exposure to any, and all, compounds in use at the site.

#### 1.08 FIRST AID FACILITIES AND ACCIDENTS

##### A. First Aid Facilities

- 1. The CONTRACTOR shall provide at the site such equipment and facilities as are necessary to supply first aid to any of his personnel who may be injured in connection with the work.

##### B. Accidents

- 1. The CONTRACTOR shall promptly report, in writing, to the CITY all accidents whatsoever out of, or in connection with, the performance of the work, whether on or adjacent to the site, which cause death, personal injury or property damage, giving full details and statements of witnesses.
- 2. If death, serious injuries, or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the CITY.
- 3. If any claim is made by anyone against the CONTRACTOR or a Subcontractor on account of any accidents, the CONTRACTOR shall promptly report the facts, in writing, to the CITY, giving full details of the claim.

## 1.09 WORKING HOURS

- A. The normal time of work for this Contract is limited to forty (40) hours per week and shall generally be between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday. The CONTRACTOR may elect to work beyond these hours or on holidays or weekends provided that all costs incurred by the CITY for additional services shall be borne by the CONTRACTOR. The CITY shall deduct the cost of additional costs and overtime from monies due the CONTRACTOR.
- B. If it shall become imperative to perform work at night, the CITY shall be informed in writing a reasonable time in advance of the beginning of such work. Temporary lighting and all other necessary facilities for performing and inspecting the work shall be provided and maintained by the CONTRACTOR.
- C. Unless otherwise specifically permitted, all work that would be subject to damage shall be stopped during inclement, stormy weather. Only such work as will not suffer injury to workmanship or materials will be permitted. CONTRACTOR shall carefully protect his work against damage or injury from the weather.

## 1.10 SUBSURFACE DATA

- A. Subsurface data are offered in good faith solely for placing the Bidder in receipt of all information available to the CITY and in no event is to be considered as part of the Contract Documents.
- B. The Bidder must interpret such subsurface data according to his own judgment and acknowledge that he is not relying upon the same as accurately describing the subsurface conditions, which may be found to exist.
- C. The test boring logs present factual information of the subsurface conditions at the specific test boring location only. The Bidder should not consider, or conclude, that the subsurface conditions will be consistent between test boring locations.
- D. The Bidder is further advised that the CITY has made subsurface investigations and a report has been prepared, in connection with this project for the CITY, and is included with the project specifications as Attachment C.
- E. In making this data available, the CITY makes no guarantee, either expressed or implied, as to their accuracy or to the accuracy of any interpretation thereof.

## 1.11 SURVEYS AND LAYOUT

- A. CONTRACTOR shall mark the base line of the water main route with station-boards at one hundred (100) lineal foot (LF) intervals. Station-boards shall be survey lath with appropriate station markings and with offset noted on the reverse side.
- B. All work under this Contract shall be constructed in accordance with the lines and grades shown on the Drawings or as directed by the CITY. Elevation of existing ground and appurtenances are believed to be reasonably correct but are not guaranteed to be absolute and therefore are presented only as an approximation. Any error or apparent discrepancy in the data shown or omissions of data required for accurately accomplishing the stake out survey shall be referred immediately to the CITY for interpretation or correction.
- C. All survey work for construction control purposes shall be made by the CONTRACTOR at his

expense. The CONTRACTOR shall provide a Licensed Surveyor as Chief of Party, competently qualified men, all necessary instruments, stakes, and other material to perform the work.

- D. CONTRACTOR shall establish all baselines for the location of the principal component parts of the work together with a suitable number of bench marks and batter boards adjacent to the work. Based upon the information provided by the Contract Drawings, the CONTRACTOR shall develop and make all detail surveys necessary for construction, including slope stakes, batter boards, stakes for all working points, lines and elevations.
- E. CONTRACTOR shall have the responsibility to carefully preserve the bench marks, reference points and stakes, and in the case of destruction thereof by the CONTRACTOR or resulting from his negligence, the CONTRACTOR shall be charged with the expense and damage resulting there from and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points and stakes.
- F. Existing or new control points, property markers and monuments that will be or are destroyed during the normal causes of construction shall be reestablished by the CONTRACTOR and all reference ties recorded therefore shall be furnished to the CITY. All computations necessary to establish the exact position of the work shall be made and preserved by the CONTRACTOR.
- G. The CITY may check all or any portion of the work and the CONTRACTOR shall afford all necessary assistance to the CITY in carrying out such checks. Any necessary corrections to the work shall be immediately made by the CONTRACTOR. Such checking by the CITY shall not relieve the CONTRACTOR of any responsibilities for the accuracy or completeness of his work.
- H. At completion of the work, the CONTRACTOR shall furnish Record Drawings indicating the final layout of all structures, roads, existing bench marks, etc. The Record Drawings shall indicate all critical elevations of piping, structures, finish grades, etc.

#### 1.12 OPENINGS, CHASES, SLEEVES, INSERTS, ETC.

- A. The CONTRACTOR shall provide all openings, chases, etc., in his work to fit his own work and that of any other contractors. All such openings or chases shown on the Drawings, or reasonably implied thereby, or as confirmed or modified by shop, setting, or erecting Drawings approved by the CITY, shall be provided by the CONTRACTOR.
- B. Where pipes or conduits are to pass through slabs or walls, or where equipment frames or supports are to be installed as an integral part of an opening, the sleeves, opening forms or frames shall be furnished by the installer of the pipes, conduits, or equipment, but shall be placed by the CONTRACTOR. Where hanger inserts and similar items are to be installed as an integral part of a slab or wall, they shall be furnished by the installer of the pipe or other equipment requiring the hanger, but shall be placed by the CONTRACTOR.
- C. When requested by the CONTRACTOR, the installer of the pipes, conduit, or equipment, including those Contractors who require openings or chases in slabs and walls for passage of ducts, mounting of equipment, etc., shall furnish all necessary information, instructions, and materials to effect accurate installation of the required openings, chases, sleeves, frames, inserts, etc. When such items are secured in position, and just prior to construction of the surrounding slab or wall, the CONTRACTOR for whom the items are installed shall ascertain the proper number, locations, and settings thereof; and the CONTRACTOR shall schedule his operations so as to provide a reasonable opportunity and time interval for such inspection.

- D. Any costs resulting from correction of defective, ill-timed, or mis-located work, or for subsequent work which becomes necessary because of omitted openings, chases, sleeves, frames, inserts, etc., shall be borne by the CONTRACTOR responsible therefore. To this end, no CONTRACTOR shall arbitrarily cut, drill, alter, damage, or otherwise endanger the work of another contractor. The nature and extent of any corrective or additional work shall be subject to the approval of the CITY following consultation with the Contractors involved.

#### 1.13 ADDITIONAL CITY EXPENSES

- A. In the event the Work of this Contract is not completed within the time set forth in the Contract or within the time to which such completion may have been extended in accordance with the Contract Documents, the additional inspection charges incurred by the CITY may be charged to the CONTRACTOR and deducted from the monies due him. Extra work or supplemental Contract work added to the original Contract, as well as extenuating circumstances beyond the control of the CONTRACTOR, will be given due consideration by the CITY before assessing inspection charges against the CONTRACTOR.
- B. Unless otherwise specifically permitted, the normal time of work under this Contract is limited to eight (8) hours per day, Monday through Friday. Work beyond these hours or on City holidays will result in additional expense to the CITY. Any expenses and/or damages, including the cost of the CITY's onsite personnel, arising from the CONTRACTOR's operations beyond the hours and days specified above shall be borne by the CONTRACTOR.
- C. Charges assessed to the CONTRACTOR for additional inspection costs will be determined based on actual hours charged to the job by the CITY. Daily rates will depend on the number and classifications of employees involved, but in no case shall such charges exceed four hundred dollars (\$400.00) per day for field personnel and six hundred dollars (\$600.00) per day for Utility Engineering personnel, based on an eight (8) hour workday.
- D. Charges for additional CITY expenses shall be in addition to any liquidated damages assessed in accordance with the Contract.

#### 1.14 ASSEMBLIES OR UNITS

- A. Where the CONTRACTOR is required to furnish and install an assembly or unit, the CONTRACTOR shall furnish all component parts as required by the manufacturer of the unit.

#### 1.15 ACCESS TO THE WORK SITE

- A. The CONTRACTOR may use only the access designated by the CITY for access to the work locations. The CONTRACTOR shall be responsible for maintaining, protecting and restoring the routes to the satisfaction of the CITY. The CONTRACTOR shall be responsible for obtaining any permits necessary to use the access.

#### 1.16 SECURITY

- A. The CONTRACTOR shall be fully responsible for the safety and security of the work and site, including unauthorized access at the location of Gate No. 5. Any temporary measures required to maintain the security of the area shall be the CONTRACTOR's responsibility. This shall include, but not be limited to, construction of temporary eight (8) foot high chain-link fencing, security guards, etc. during the period that access Gate No. 5 is out of service and as directed by the CITY. The CONTRACTOR shall maintain and repair all temporary fencing, as required to

properly secure the site. Temporary fencing, in general, shall be installed to fully enclose the project site and prevent unauthorized access to the site from the location of Gate No. 5. All temporary fencing shall be removed by the CONTRACTOR at the completion of the project and as directed by the CITY.

#### 1.17 FAMILIARITY WITH LAWS

- A. The CONTRACTOR is assumed to be in compliance with and familiar with all federal, state and local laws, ordinances, rules, codes and regulations that may in any manner affect the work. Failure to familiarize themselves with applicable laws, etc., shall in no way relieve the CONTRACTOR from responsibility.

#### 1.18 PROGRESS MEETINGS

- A. The CONTRACTOR shall be required to prepare a monthly update of the project schedule and submit four (4) copies to the CITY. The updated schedule shall be submitted to the CITY with each pay request.
- B. Each schedule shall independently identify the originally approved schedule, actual progress, adjustments and new completion time projections for every item. Pay requests received without the updated schedule will not be processed.
- C. The CONTRACTOR shall also be required to attend bi-weekly meetings to discuss project progress and shall be able to discuss existing and projected problems, and overall job status. All such meetings shall be held at the job site.
- D. At the CITY's discretion, the frequency of the progress meetings may be increased to one (1) per week during various periods of the project. The Contractor's project manager, superintendent and appropriate subcontractors shall attend all progress meetings.

#### 1.19 STANDARDS AND CODES

All work performed on this project shall be in accordance with the City of Port St. Lucie and other applicable standards. All conditions, as set forth in the respective permits shall be satisfied and adhered to by the CONTRACTOR. Where codes are referenced by the specific year established, it is the intent to cite the current applicable code requirements. In the event that any or all of the specific codes reference in the project documents have been revised and/or replaced with a newer version prior to issuance of a certificate of occupancy or substantial completion certificate the most current code requirements shall apply.

#### 1.20 STAGING AREA

All construction trailers and equipment storage shall occur only within a designated staging area. All CONTRACTORS parking shall be within the staging area. The CONTRACTOR shall minimize the use of existing plant roadways and walkways so as to create the least impact on plant operations. No vehicles may be stopped on existing pavement or walkways for parking or unloading without the approval of the CITY. The limits of the staging area shall be defined as the extents of the existing temporary fencing as shown on the Drawings.

#### 1.21 SPECIAL CONSIDERATION

- A. Project Inspection: The CITY will be inspecting the work on a non-full time basis. The CONTRACTOR shall provide appropriate notice of need for inspections and allow time for scheduling. No work shall be covered up, nor test results accepted without prior witness by the

CITY. Inspections by the CITY shall not be performed in lieu of other inspections required by City, State or Federal requirements.

- B. Existing Facilities: The construction drawings may not show all existing piping, valves, electric conduit, instrument conduit, fiber optic cable telephone lines which may interfere with this construction. The size, location and material of existing facilities which are being connected to or deflected in this project shall be field confirmed prior to ordering or submitting shop drawings or ordering materials.
- C. Shutdowns: The CONTRACTOR is specifically advised and cautioned that the City of Port St. Lucie Prineville WTP is a functioning and active facility. The CONTRACTOR shall take all steps required (as directed by the CITY) to minimize disruption to the operation procedures of these facilities.

1. General Shutdowns: The CONTRACTOR shall take any and all action necessary to maintain all on-site and off-site roadways, to the maximum extent possible open to City vehicles during the course of the construction, including the provision for a temporary roadways and drop box at a location designated by the CITY. Total or partial on-site and off-site roadway shutdowns shall be minimized. Total or partial roadway shutdowns shall be requested in writing by the CONTRACTOR. Total on-site roadway shutdowns will, in other than the areas designated for construction on this project, in general, not be approved. Partial roadway shutdowns will be approved on a case by case basis and shall not exceed four (4) hours. Consecutive shutdowns will not be permitted. The total shutdown of all Prineville WTP site roadways will not be allowed under any circumstances.

In general the CONTRACTOR shall be required to take all steps necessary to minimize the duration of a shutdown. This shall include, but not be limited to, work after hours or on weekends. All cost associated with material or labor necessary to minimize shutdowns shall be included in the contract price.

2. The CONTRACTOR shall submit all written requests for shutdowns to the CITY a minimum of four (4) working days prior to the shutdown period. The request shall clearly state what equipment or process units will be shutdown, the requested duration, the name, location and telephone number of decision making personnel who may be contacted during the shutdown, the availability of emergency equipment, a detailed description of the method to be used to remove the unit from service and a detailed description of any temporary bypass facilities which could or will be employed during the shutdowns.

Every reasonable effort will be made by the City to accommodate all shutdown requests. However, any deferral of a requested roadway shutdown as a result of City vehicular activity needs shall not constitute sufficient cause for a time extension to the contract.

## 1.22 RESTORATION OF DAMAGED SURFACES, STRUCTURES AND PROPERTY

- A. Where pavement, trees, shrubbery, fences or other property or surface structures not designated as pay items, have been damaged, removed or disturbed by the CONTRACTOR, whether deliberately or through failure to carry out the requirements of the Contract Documents, State laws, municipal ordinances or the specific direction of the CITY, or through failure to employ usual and reasonable safeguards, such property and surface structures shall be replaced or repaired at the expense of the CONTRACTOR to a condition equal to that before Work began within a time frame approved by the CITY.

- B. The CONTRACTOR is specifically cautioned that any damage to existing roadways, electrical facilities, communications facilities shall be repaired immediately to a condition better than original.

#### 1.23 VIDEO TAPING

- A. The CONTRACTOR, in the presence of and to the satisfaction of the CITY, shall video tape all areas of construction, staging, etc. The video shall be provided to the CITY in DVD format, prior to any site mobilization.

#### 1.24 COORDINATION

- A. The CONTRACTOR shall coordinate his work and the work of his subcontractors with the CITY and other contractors performing work on the project, including the CITY's electrician and the gate operator/security contractor. CONTRACTOR shall allow sufficient time for the CITY's contractor(s) to install and test electrical, fiber optic, gate operator, gate operator controls and security equipment.
- B. It is the intent of this Contract that all of the work for this project shall include the provision that all piping, fittings, appurtenances and all other facilities and equipment necessary to integrate with, and connect to, be constructed to yield a fully functional automated gate and paved roadway site access system, with lighting that are fully integrated and functional with each other.

#### 1.25 ULTIMATE DISPOSITION OF CLAIMS BY ONE CONTRACTOR ARISING FROM ALLEGED DAMAGE BY ANOTHER CONTRACTOR

- A. During the progress of the work, other contractors may be engaged in performing other work or may be awarded other Contracts for additional work on this project. In that event, the CONTRACTOR shall coordinate the work to be done hereunder with the work of such other contractors and the CONTRACTOR shall fully cooperate with such other contractors and carefully fit its own work to that provided under other Contracts as may be directed by the CITY. The CONTRACTOR shall not commit or permit any act which will interfere with the performance of work by any other contractor.
- B. If the CITY shall determine that the CONTRACTOR is failing to coordinate his work with the work of the other contractors as the CITY directed, then the CITY will promptly investigate the charge. If the CITY finds it to be true, he will promptly issue such directions to the CONTRACTOR with respect thereto as the situation may require.
- C. If the CONTRACTOR notifies the CITY in writing that another contractor is failing to coordinate his work with the work of this Contract as directed, the CITY will promptly investigate the charge. If the CITY finds it to be true, he will promptly issue such directions to the other contractor with respect thereto as the situation may require. The CITY nor any of their agents shall not, however, be liable for any damages suffered by the CONTRACTOR by reason of the other contractor's failure to promptly comply with the directions so issued by the CITY, or by reason of another contractor's default in performance, it being understood that the CITY does not guarantee the responsibility or continued efficiency of any CONTRACTOR.
- D. The CONTRACTOR shall indemnify and hold the CITY harmless from any and all claims of judgments for damages and from costs and expenses to which the CITY may be subjected or which it may suffer or incur by reason of the CONTRACTOR's failure to comply with the CITY's directions promptly.

- E. Should the CONTRACTOR sustain any damage through any act or omission of any other contractor having a Contract with the CITY for the performance of work upon the site or of work which may be necessary to be performed for the proper execution of the work to be performed hereunder, or through any act or omission of a Subcontractor of such Contract, the CONTRACTOR shall have no claim against the CITY for such damage, but shall have a right to recover such damage from the other contractor under the provision similar to the following provisions which have been or will be inserted in the Contracts with such other contractors.
- F. The CITY's right to indemnification hereunder shall in no way be diminished, waived or discharged, by its recourse to assessment of liquidated damages as provided in the Contract, or by the exercise of any other remedy provided for by Contract Documents or by law.

1.26 LIMITS OF WORK AREA

- A. The CONTRACTOR shall confine his construction operations within the Contract limits shown on the Drawings and or property lines and or fence lines. Storage of equipment and materials, or erection and use of sheds outside of the Contract limits, if such areas are the property of the CITY, shall be used only with the CITY's approval. Such storage or temporary structures, even within the Contract's limits, shall be confined to the CITY's property and shall not be placed on properties designated as easements or rights-of-way unless specifically permitted elsewhere in the Contract Documents.

PART 2 -- PRODUCTS  
(NOT USED)

PART 3 --  
EXECUTION, (NOT  
USED)

END OF SECTION 01019

## SECTION 01040

COORDINATION

## 1 PART 1 -- GENERAL

## 1.01 THE REQUIREMENT

- A. The CONTRACTOR shall allow the CITY or their agents, and other project contractors or their agents, to enter upon the work for the purpose of constructing, operating, maintaining, removing, repairing, altering, or replacing such pipes, sewers, conduits, manholes, wires, fiber optic cable, poles, gate operators, or other structures and appliances which may be required to be installed at or in the work. The CONTRACTOR shall cooperate with all aforesaid parties and shall allow reasonable provisions for the prosecution of any other work by the CITY, or others, to be done in connection with his work, or in connection with normal use of the facilities.
- B. The CONTRACTOR shall cooperate fully with the CITY, and all other contractors employed on the work, to effect proper coordination and progress to complete the project on schedule and in proper sequence. Insofar as possible, decisions of all kinds required from the CITY shall be anticipated by the CONTRACTOR to provide ample time for inspection, or the preparation of instructions.
- C. The CONTRACTOR shall assume full responsibility for the correlation of all parts of his work with that of other contractors. The CONTRACTOR's superintendent shall correlate all work with other contractors in the laying out of work. The CONTRACTOR shall lay out his own work in accordance with the Drawings, Specifications, and instructions of latest issue and with due regard to the work of other contractors.
- D. Periodic coordinating conferences shall be held in accordance with Section 01019, of these Contract Documents.
- E. The CONTRACTOR's attention is brought to the fact that other contractors that may be onsite for the installation of the fiber optic cable, the security system and the gate operators. CONTRACTOR shall coordinate paving work with the City's security and gate operator installation contractor to facilitate installation of in-pavement vehicle sensor equipment.

PART 2 -- PRODUCTS - (Not Used)

PART 3 -- EXECUTION - (Not Used)

- END OF SECTION 01040 -

SECTION 01090

REFERENCE STANDARDS

PART 1 -- GENERAL

1.01 THE REQUIREMENT

- A. Wherever reference is made to any published standards, codes, or standard specifications, it shall mean the latest standard code, specification, or tentative specification of the technical society, organization, or body referred to, which is in effect at the date of invitation for Bids.
- B. All materials, products, and procedures used or incorporated in the work shall be in strict conformance with applicable codes, regulations, specifications, and standards.
- C. A partial listing of codes, regulations, specifications, and standards includes the following:

City of Port St. Lucie Standards Year 2010

City of Port St. Lucie Qualified Products List Year 2010

The Aluminum Association (AA)

American Architectural Manufacturers Association (AAMA)

American Concrete Institute (ACI)

American Gear Manufacturers Association (AGMA)

American Hot Dip Galvanizers Association (AHDGA)

American Institute of Steel Construction, Inc. (AISC)

American Iron and Steel Institute (AISI)

American National Standards Institute (ANSI)

American Society of Civil Engineers (ASCE)

American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE)

American Society of Mechanical Engineers (ASME)

American Society for Testing and Materials (ASTM)

American Standards Association (ASA)

American Water Works Association (AWWA)

American Welding Society (AWS)

American Wood-Preserver's Association (AWPA)  
Anti-Friction Bearing Manufacturers Association (AFBMA)  
Building Officials and Code Administrators (BOCA)  
Consumer Product Safety Commission (CPSC)  
Factory Mutual (FM)  
Federal Specifications  
Florida Building Code (FBC)  
Instrument Society of America (ISA)  
Institute of Electrical and Electronics Engineers (IEEE)  
National and Local Fire Codes  
Lightning Protection Institute (LPI)  
National Electrical Code (NEC)  
National Electrical Manufacturer's Association (NEMA)  
National Electrical Safety Code (NESC)  
National Electrical Testing Association (NETA)  
National Fire Protection Association (NFPA)  
Regulations and Standards of the Occupational Safety and Health Act (OSHA)  
Southern Building Code Congress International, Inc. (SBCCI)  
Sheet Metal & Air Conditioning Contractors National Association (SMACNA)  
Standard Building Code  
Standard Mechanical Code  
Standard Plumbing Code  
Uniform Building Code (UBC)  
Underwriters Laboratories Inc. (UL)

D. CONTRACTOR shall, when required, furnish evidence satisfactory to the CITY that materials and methods are in accordance with such standards where so specified.

- E. In the event any questions arise as to the application of these standards or codes, copies shall be supplied on-site by the CONTRACTOR.

PART 2 -- PRODUCTS - (Not Used)

PART 3 -- EXECUTION - (Not Used)

- END OF SECTION 01090 -

## SECTION 01150

## MEASUREMENT AND PAYMENT

## PART 1 - GENERAL

1.01 GENERAL: Measurement and payment will be based upon Work completed and accepted in accordance with the Contract Documents. No separate payment will be made for excavation, trenching, backfilling, leakage tests, surveying, bacteriological tests, density tests or other incidental items of Work not shown in the Contract.

1.02 EQUIPMENT AND MATERIALS IN STORAGE: Partial payment for materials and equipment in proper storage at the site of the Work will be made for those items for which the CONTRACTOR has submitted the following:

- A. Invoice for each item in storage. The invoice shall not exceed the value of the item stored as determined by the amount paid to the manufacturer (subcontractor fabrication costs excluded).
- B. List of items in storage.
- C. With following pay estimate, release of liens equal to the value of the materials plus delivery of each item listed as stored materials for the previous pay estimate, less retainage. Labor for materials listed as stored on site shall be clearly stated in the schedule of values and pay applications. Any item listed as stored on site for which a release of lien covering the material value for the item, less retainage is not supplied shall be considered as having been removed from the site.

No payment for any offsite storage of material will be made. Any payment for stored material shall not include labor or profit by the CONTRACTOR or any subcontractor. The CONTRACTOR is specifically advised that this procedure may require full payment for some stored materials or shop work significantly ahead of the time when payment is issued by the CITY.

1.03 MEASUREMENT: The CONTRACTOR will be paid for work performed under this contract according to CITY approved percentage completion for each item on the schedule of values and/or identified unit prices, all as further described and set forth in other sections of this document.

1.04 PAYMENT: Payment will be made at the lump sum price for each applicable item shown in the Contract or unit price, as identified and applicable for specific items, stored and/or installed and accepted, which price and payment shall constitute full compensation for furnishing all materials and performing all Work in connection therewith and incidental thereto. The following schedule shall be adhered to:

- A. 15th of the Month - Cutoff date.
- B. 18th of the Month - Pay estimate to the Inspector.
- C. 20th of the Month - Pay estimate to the CITY.
- D. 20th the following Month - Payment by the CITY.

When the cutoff date occurs on a holiday or weekend, the date shall be the last work day preceding the 15th.

1.05 PAY ESTIMATE FORMS: The CONTRACTOR will supply a pay estimate form to be used to submit to the CITY. The CONTRACTOR shall make copies to be used for submittal of the following pay estimates. Failure of the CONTRACTOR to sign the pay estimate or attach appropriate documentation shall be grounds for returning the pay estimate with no action by the City.

END OF SECTION 01150

## SECTION 01300

## SUBMITTALS

## PART 1 - GENERAL

## 1.01 DESCRIPTION OF REQUIREMENTS:

- A. This section specifies the means of all submittals. All submittals shall be directed through the CITY. A general summary of the types of submittals and the number of copies required is as follows:

Copies to City	Type of Submittals
4	Progress Schedule
4	Schedule of Payment Items
4	Progress Estimates
4	Shop Drawings
4	Certificates of Compliance
4	Operating & Maintenance Manuals
4	Warranties
4	Product Samples

- B. The individual submittal requirements are specified herein and in applicable sections for each unit of work.

## 1.02 GENERAL SUBMITTAL REQUIREMENTS

- A. Coordination and Sequencing: The CONTRACTOR shall coordinate preparation and processing of submittals with performance of the work so that the work will not be delayed by submittals. The CONTRACTOR shall allow for adequate review time by the CITY for the submittals. The CONTRACTOR shall coordinate and sequence different categories of submittals for the same work, and for interfacing units of work, so that one will not be delayed for coordination with another. No extension of time will be allowed because of failure to properly coordinate and sequence submittals.
- B. Preparation of Submittals: Provide permanent marking on each submittal to identify:
- 1) Project
  - 2) Date
  - 3) Submittal Designation
  - 4) Contractor
  - 5) Subcontractors
  - 6) Information to distinguish it from all other submittals
- C. Each submittal shall clearly state where the item is to be installed. Package each submittal appropriately for transmittal and handling. Submittals which are received from sources other than through CONTRACTOR's office will be returned without action.
- D. Revise and resubmit submittals as required, identify all changes made since previous submittals. Re-submittals shall be noted as such.
- E. All results of testing by independent labs or agencies shall be submitted to the CITY. This shall include both passing and failing tests.

### 1.03 SPECIFIC CATEGORY SUBMITTAL REQUIREMENTS

Except as otherwise indicated in individual work sections, comply with general requirements specified herein for each indicated category of submittal.

### 1.04 CONSTRUCTION SCHEDULE

- A. The CONTRACTOR shall use a computer generated construction progress schedule, and associated report shall include the following tabulations; a list of activities in numerical order, a list of activity precedence, schedules sequenced by Early Start Date, Total Float and Late Start Date. Each schedule and report shall include the following minimum items:
1. Activity Numbers
  2. Estimated duration
  3. Activity Description
  4. Early start date (Calendar Date)
  5. Early Finish Date (Calendar)
  6. Latest Allowable Start Date
  7. Latest Allowable Finish Date
  8. Status
  9. Estimated Cost of Activity
  10. Total Float and Free Float
- B. In addition, each construction progress schedule, network analysis and report shall be prefaced with the following summary data:
1. CONTRACTOR's Name
  2. CONTRACTOR's Phone Numbers (office, cell, emergency, etc)
  3. Contract duration and float
  4. Contract schedule
  5. The effective or starting date of the schedule (the date indicated in the Notice-to-proceed)
- C. The work day to calendar date correlation shall be based on an eight (8) hour day and forty (40) hour week with adequate allowance for holidays, adverse weather and all other special requirements of the Work. Normal work hours are Monday through Friday, 7:30 am to 4:30 pm.

- D. If the CONTRACTOR desires to make changes to the schedule he shall revise the schedule only with the prior acceptance and written approval of the CITY. CONTRACTOR shall adjust, modify, or add detail to the schedule as requested by the CITY. Adjustments may consist of changing portions of the activity sequence, activity durations, division of activities, or other adjustments as may be required. The addition of non-working activities and activities which may add restraints to the construction progress schedule shall not be accepted.
- E. Except where earlier completions are specified, schedule dates which show completion of all Work prior to the contract completion date shall, in no event, be the basis for claim for delay against the CITY by the CONTRACTOR.
- F. Construction progress schedules and related items which contain activities showing negative float or which extend beyond the contract completion date will not be accepted by the CITY.
- G. If the completion of any activity, whether or not critical, falls more than one hundred percent (100%) behind its previously scheduled and accepted duration, the CONTRACTOR shall submit for approval a schedule adjustment showing each such activity divided into two activities reflecting completed versus uncompleted. CONTRACTOR shall also submit a written statement of the steps they intend to take to remove or arrest the delay to the critical path in the current construction progress schedule. Steps may include increase in manpower, increase in working hours, reschedule activities to achieve maximum practical concurrency or accomplishment of activities and comply with the revised schedule.
- H. The CITY controls the float time and therefore without obligation to extend either the overall completion date or any intermediate completion dates, the CITY may initiate changes that absorb float time only.
- I. The CONTRACTOR shall present and discuss the proposed schedule at the preconstruction conference and shall submit an updated schedule with each payment application.

#### 1.05 GENERAL SHOP DRAWING REQUIREMENTS

- A. As soon as practicable and within thirty (30) days after the date of execution of the contract, the CONTRACTOR, in conformance with the conditions of the contract, shall submit to the CITY a detailed Schedule of Shop Drawing Submittals at the Pre-Construction Conference, organized by Specification Section Number and, for approval, four (4) copies (in addition to those copies necessary for his own requirements to a maximum of six (6) copies) of all required shop drawings.
- B. The CONTRACTOR shall submit for review shop drawings for concrete reinforcement, structural details (including curing and sealing), piping layout and appurtenances, wiring, color selection charts, CONTRACTOR Furnished Equipment, materials and equipment fabricated especially for this Contract, and materials and equipment for which such Drawings are specified or specifically requested by the CITY.
- C. The CONTRACTOR shall submit newly prepared information: the CONTRACTOR shall not reproduce contract documents or copy standard printed information as basis of shop drawings. Prepare on reproducible sheets, not less than 8-1/2 in. x 11 in. and not larger than 24 in. x 36 in., except for actual pattern or template type drawings.
- D. The CONTRACTOR shall prepare shop drawings to accurate scale, except where other form is indicated as acceptable. Show dimensions and note which are based on field measurements,

identify materials and products in the work shown. Indicate name of firm which has prepared each shop drawing, and provide appropriate project identification.

- E. Shop drawings submitted to the CITY for approval shall first be checked and approved by the CONTRACTOR, as indicated by a "checked" stamp marked "Approved" on each copy of the shop drawing. Shop drawings received without the CONTRACTOR's "Checked and Approved" stamp will be returned without further action. The CONTRACTOR will receive only one marked up return copy of any drawings stamped "Not Approved" or "Revise and Resubmit".

Shop drawings shall be submitted for the following:

1. All Mechanical Items
2. Gate System
3. Tubing and Connectors
4. Unistrut (all materials)
5. Miscellaneous Metal and Non Metal Fabrication
6. All Structural items
7. Concrete Mix Designs
8. Pavement Mix designs
9. Samples of all aggregate
10. Reinforcing Steel
11. Metal Fabrications (all)
12. All Finishing Hardware
13. All Coatings
14. All Fiber Optic Items
15. Conduit
16. Grounding System
17. Lighting Fixtures
18. Fiber Optic Pull Boxes
19. Any other Items Requested by the CITY

- F. Shop drawings shall show the principal dimensions, weight, structural and operating features, space required, clearances, type and/or brand of finish or shop coat, grease fittings, installation/erection drawings, etc.; depending on the subject of the Drawings.
- G. When so specified, or if considered by the CITY to be acceptable, the manufacturer's specifications, catalog data, descriptive matter, illustrations, etc. may be submitted for review in place of shop drawings. In such case, the requirements shall be as specified for shop drawings, insofar as applicable.
- H. The CONTRACTOR shall be responsible for the prompt submittal of all shop drawings so that there shall be no delay to the Work due to the absence of such Drawings. The CITY will review the shop drawings within twenty one (21) calendar days of receipt of such Drawings. Reviewed shop drawings will be returned to the CONTRACTOR by regular mail, posted no later than twenty one (21) days after receipt.
- I. Time delays caused by rejection of submittals are not cause for extra charges to the CITY or time extensions.
- J. Requirements: All shop drawings shall be submitted to the CITY through the CONTRACTOR. The CONTRACTOR is responsible for obtaining shop drawings from his subcontractors and returning reviewed Drawings to them. All Drawings shall be clearly marked with the name of the project, CITY, CONTRACTOR, and building, equipment, or structure to which the drawing

applies. Drawings shall be suitably numbered and stamped by the CONTRACTOR. Each shipment of Drawings shall be accompanied by a letter of transmittal giving a list of the drawing numbers and the names mentioned above.

- K. Product Data: Where manufacturer's publications in the form of catalogs, brochures, illustrations, or other data sheets are submitted in lieu of prepared shop drawings, such submission shall specifically indicate the particular item offered. Identification of such items and relative pertinent information shall be made with indelible ink. Submissions showing only general information will not be accepted. Non-applicable information shall be crossed out. Product data shall include materials of construction, dimensions, performance characteristics, capacities, wiring diagrams, piping and controls, etc.
- L. Warranties: When warranties are called for, a sample of the warranty shall be submitted with the shop drawings. The sample warranty shall be the same form that will be used for the actual warranty. Actual warranties shall be originals and notarized.
- M. Work Prior to Review: No material or equipment shall be purchased, fabricated especially for this Contract, or delivered to the project site until the required shop drawings have been submitted, processed and marked either "FURNISH AS SUBMITTED" or "FURNISH AS CORRECTED". All materials and Work involved in the construction shall be as represented by said Drawings.
- N. The CONTRACTOR shall not proceed with any portion of the Work (such as the construction of foundations) for which the design and details are dependent upon the design and details of equipment for which submittal review has not been completed.
- 1) CONTRACTOR's Review: Only submittals which have been checked and corrected should be submitted to the CONTRACTOR by its subcontractors and vendors. Prior to submitting shop drawings to the CITY, the CONTRACTOR shall check thoroughly all such Drawings to satisfy itself that the subject matter thereof conforms to the Drawings and Specifications in all respects. Drawings which are correct shall be marked with the date, checker's name and indications of the CONTRACTOR's approval, and then shall be submitted to the CITY. Other Drawings submitted to the CITY will be returned to the CONTRACTOR un-reviewed.
  - 2) CONTRACTOR's Responsibility: The CITY's review of shop drawings will be general and shall not relieve the CONTRACTOR of the responsibility for details of design, dimensions, etc., necessary for proper fitting and construction of the Work required by the Contract and for achieving the specified performance.
  - 3) CONTRACTOR's Modifications: For submissions containing departures from the Contract Documents, the CONTRACTOR shall include proper explanation in his letter of transmittal. Should the CONTRACTOR submit for review equipment that requires modifications to the structures, piping, layout, etc. detailed on the Drawings, he shall also submit for review details of the proposed modifications. If such equipment and modifications are accepted, the CONTRACTOR, at no additional cost to the CITY, shall do all Work necessary to make such modifications.
  - 4) "Or Equal" Items: Whenever a particular brand or make of material, equipment, or other item is specified, or is indicated on the Drawings, it is for the purpose of establishing a standard of quality, design, and type desired and to supplement the detailed specifications and unless it is followed by the words "NO SUBSTITUTION", or "SUBSTITUTIONS ARE NOT ALLOWED" any other brand or make which is equivalent to that specified or indicated may be offered as an "or equal" item subject to the following provisions:

1. CONTRACTOR shall submit for each proposed "or equal" item sufficient details, complete descriptive literature, and performance data together with samples of the materials, where feasible, to enable the CITY to determine if the proposed "or equal" item is equal, in all respects including, but not limited to, quality, performance, ease of maintenance, availability of spare parts, and experience record.
  2. CONTRACTOR shall submit certified tests, where applicable, by an independent laboratory attesting that the proposed "or equal" item is equal.
  3. A list of installations where the proposed "or equal" item is equal. Such listing shall cover a minimum of the previous five (5) years and will furnish project names and contact phone numbers.
  4. Where the acceptance of a "or equal" item requires excessive review by the CITY, revision or redesign of any part of the Work, all such additional review costs, revisions and redesign, and all new Drawings and details required therefore, shall be at the CONTRACTOR's expense.
  5. In all cases the CITY shall be the sole judge as to whether a proposed "or equal" item is to be accepted. The CONTRACTOR shall abide by the CITY's decision when proposed "or equal" items are judged to be unacceptable and shall in such instances furnish the item as specified. No "or equal" items shall be used in the Work without written acceptance of the CITY.
  6. Acceptance of any proposed "or equal" item shall in no way release the CONTRACTOR from any of the provisions of the Contract Documents.
  7. CITY may require, at CONTRACTOR's expense, a special performance guarantee or other surety with respect to any substitute.
- O. Complete Submittals: Each submittal shall be complete in all aspects incorporating all information and data required to evaluate the products' compliance with the Contract Documents. Partial or incomplete submissions shall be returned to the CONTRACTOR without review.
- P. Shop Drawing Distribution: The CONTRACTOR shall submit a minimum of four (4) copies of all shop drawings to the CITY for review. Where full size drawings are required, the CONTRACTOR shall submit one reproducible vellum and two (2) blue/lines or blacklines. Shop drawings will be reviewed, stamped and distributed with the appropriate box checked either "FURNISH AS SUBMITTED", "FURNISH AS CORRECTED" or "REVISE AND RESUBMIT". The distribution of processed shop drawings will be as follows:
- Q. If the CONTRACTOR requires additional copies of returned shop drawings, it shall include extra Drawings in its original submittal. The CITY will process the Drawings and return them to the CONTRACTOR.
- R. Structural Shop Drawings
1. General: Following are additional requirements for structural shop drawings.
  2. Fabricated items: Submit only one (1) reproducible vellum and two (2) blue/black line

prints of all structural shop drawings of fabricated items such as reinforcing, structural steel, aluminum, gratings, floor plates, handrails, stairs, etc. The reproducible copy will be returned to the CONTRACTOR for duplication and required further distribution. All proposed changes shall be clearly clouded and flagged for CITY's review and acceptance.

3. Coordination and Verification: Prior to submission the CONTRACTOR shall coordinate the shop drawings with related trades and verify that the required dimensions or information necessary for construction has been made.
  4. Facility shop drawings: For each facility reinforcing or structural steel shop drawings such as rebar for footings, base slab, columns, beams, stairs, etc., shall all be submitted at one time.
  5. Concrete Products & Accessories: Submittals of all concrete related products and accessories shall be made all at one time, each properly labeled and its use identified by Facility/Structure name.
- S. Architectural Shop Drawings: Following additional requirements shall apply. Architectural work requiring design or certification by an engineer shall accompany signed and sealed design calculations for review. Shop drawings of architectural work related to each other shall be submitted for review all at one (1) time. Combine submittal for items such as the following:
1. Precast concrete wall

#### 1.06 WARRANTIES

- A. Warranties called for in the Contract Documents shall be originals and submitted to the CITY. When warranties are required they shall be submitted prior to request for payment.
- B. When advance copies of warranties are requested, they shall be submitted with, and considered as shop drawings.
- C. CONTRACTOR shall provide all original warranties in a single three (3) ring binder (at the end of the project) with a copy in each applicable final version of the O&M Manuals. All warranties shall be for one (1) year from the date of substantial completion, as agreed to by the City, unless otherwise specified.

#### 1.07 CERTIFICATES AND LICENSES

- A. Four (4) copies of certificates of compliance, licenses and test reports shall be submitted for requested items to the CITY prior to request for payment.

#### 1.08 PRODUCT SAMPLES

- A. CONTRACTOR shall furnish for review all product samples as required by the Contract Documents or requested by the CITY to determine compliance with the specifications.
- B. Samples shall be of sufficient size or quantity to clearly illustrate the quality, type, range of color, finish or texture and shall be properly labeled to show complete project identification, the nature of the material, trade name of manufacturer and location of the Work where the material represented by the sample will be used.

- C. Samples shall be checked by the CONTRACTOR for conformance to the Contract Documents before being submitted to the CITY and shall bear the CONTRACTOR's stamp certifying that they have been so checked. Transportation charges on samples submitted to the CITY shall be prepaid by the CONTRACTOR.
- D. CITY's review will be for compliance with the Contract Documents, and its comments will be transmitted to the CONTRACTOR with reasonable promptness.
- E. Acceptable samples will establish the standards by which the completed Work will be judged.

#### 1.09 OPERATION AND MAINTENANCE MANUALS

- A. The CONTRACTOR shall submit three (3) complete preliminary Operations and Maintenance (O&M) Manuals for each item of equipment at the same time the initial Shop Drawing for that item is submitted for review. Preliminary O&M Manuals must be submitted and reviewed prior to equipment start-up.
- B. The CONTRACTOR shall furnish and deliver to the CITY two (2) complete and final Operation and Maintenance (O&M) Manuals for the substantial, complete systems including instructions, technical bulletins, and any other printed matter such as diagrams, prints or drawings, containing full information required for the proper operations, maintenance, and repair of all CONTRACTOR furnished equipment. The final manuals shall incorporate all CITY's review comments associated with the preliminary O&M Manual. Also included shall be a spare parts diagram and complete spare parts list. These requirements are a prerequisite to the operation and acceptance of equipment. Each O&M Manual shall be bound together in appropriate three (3) ring hard cover binders. A detailed table of contents shall be provided for each Manual. Provide an appropriate label on the binder edge. Provide tabs and separate sections for operation, maintenance, spare parts, etc. Front covers and binder edge covers shall reference the facility and project name as directed by the CITY. Each front and binder edge cover shall include, as a minimum, the City of Port St. Lucie logo (electronic file of logo to be provided to CONTRACTOR by CITY), Project Name, Date (Month/Year), Equipment Name, and the corresponding Specification Section Number.
- C. Written operations and maintenance instructions are required for all equipment items supplied for this project. The amount of detail shall be commensurate with the complexity of the equipment item. Extensive pictorial cuts of equipment are required for operator reference in servicing.
- D. Information not applicable to the specific piece of equipment installed on this project shall be struck from the Manual by the CONTRACTOR. Information provided shall include a source of replacement parts and names of service representatives, including addresses and telephone numbers.
- E. When written instructions include shop drawings and other information previously reviewed by the CITY, only those editions which were accepted by the CITY, and which accurately depict the equipment installed, shall be incorporated in the O&M Manual.
- F. Maintenance and Lubrication Schedules: The CONTRACTOR shall include in the O&M Manual, for all CONTRACTOR furnished mechanical and electrical equipment including switchgear and MCC's, instrumentation, valves, gates, etc., complete maintenance and

lubrication schedules. Separate forms will be submitted for each piece of equipment. Sample forms are included at the end of this Section.

All material included in the manuals shall refer only to the actual installed equipment. Extraneous material shall be marked out or labeled as "not applicable". All manuals shall be furnished to the CITY a minimum of four (4) weeks prior to the request for substantial completion or four weeks prior to the equipment being placed in operation, whichever is earlier.

1.10 DOCUMENTS: Maintain at the job-site one copy of all drawings, specifications; addenda; approved shop drawings; change orders; field orders; other contract modifications; and other approved documents submitted by the CONTRACTOR in compliance with various sections of the specifications. Each of these Project Record Documents shall be clearly marked "Project Record Copy" and maintained in good condition; available at all times for review by the CITY and not used for construction purposes.

#### 1.11 SPARE PARTS AND LUBRICANTS:

- A. Except as may be otherwise noted in this specification, for each individual component supplied, a complete set of manufacturer's recommended spare parts as listed in the instruction manuals shall be supplied. In no case shall the provided parts be less than recommended spare parts listed by the manufacturer in their O&M Manual. Each spare part shall be labeled to identify its location for installation.
- B. All special tools or instruments required to perform normal in-field maintenance on all system components shall be supplied and delivered to the CITY. The provision for special tools shall be non-redundant where duplicate items are provided. A one-year supply of all lubricants used for any mechanical equipment provided under this contract shall be supplied and delivered to the CITY. All lubricants shall be delivered in clean, tightly sealed containers and clearly labeled as to where they are to be used.
- C. One spare pressure gauge shall be provided at all locations where a gauge is indicated including but not limited to the following locations: dual zone monitor well upper zone pressure, dual zone monitor well lower zone pressure, deep injection well pressure, deep injection well annulus pressure, surge suppressor, and the injection well annulus pressure tank. Spare gauges shall be of the same quality, material and range as the primary gauges as indicated on the Drawings.

1.12 START UP REPORTS: Upon completion of the work, but at least two (2) weeks prior to substantial completion, the manufacturer's representative shall submit, through the CONTRACTOR, four (4) copies to the CITY of a complete signed report of the results of his inspection, operation, adjustments and test. Start up reports are required for the following:

#### 1. No Start Up Reports Are Requested

The manufacturer's representative for each of the systems components named above shall all be present during testing and start up. The CONTRACTOR, electrical and instrumentation subcontractors, and other appropriate subcontractors shall also be present at the start up of each system. The report should include detailed descriptions of the points inspected, tests and adjustments made, quantitative results obtained of such are specified and the suggestions for precautions to be taken to ensure proper maintenance. The report also shall include a certificate that the equipment conforms to the requirements of the contract and is ready for permanent operation and that nothing in the installations will render the manufacturer's warranty null and void. There shall be furnished in writing to the CITY for each piece of equipment, a manufacturer's

guarantee against defects in material and workmanship for a period of one (1) year, provided the equipment is properly serviced and operated under normal conditions and according to manufacturer's instructions. The manufacturer shall replace, without additional expense to the CITY, any component which proves defective during the guarantee period. Items that are normally expended in service such as oil, grease, light bulbs, are to be exempt from the guarantee. In addition to the above, the manufacturer of various system components shall supply training as set forth in Section 01650. This training shall be non-concurrent with startup requirements and occur after completion of start up.

END OF SECTION 01300

## SECTION 01400

## GENERAL QUALITY CONTROL

## PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS: Definitions: Specific quality control requirements for the work are indicated throughout the contract documents and are not repeated herein. The requirements for this section are primarily to performances of the work beyond furnishing of manufactured products. The term "Quality Control" includes, but is not necessarily limited to, inspection and testing and associated requirements. This section does not specify or modify CITY's duties relating to quality control and Contract enforcement.

1.02 RESPONSIBILITY FOR INSPECTIONS AND TESTS: Unless otherwise noted, all testing and inspections required by these specifications shall be performed by a properly certified entity. All costs associated with the testing and inspections shall be the CONTRACTOR's responsibility. The CONTRACTOR shall also be responsible for all tests or inspections required by any entity having jurisdictional control over the work.

The costs for those required services by independent testing laboratories are recognized to be included in the contract sum.

No failure of test agencies, whether engaged by CITY or CONTRACTOR, to perform adequate inspections or tests or to properly analyze or report results, shall relieve the CONTRACTOR of responsibility for fulfillment of the requirements of the contract documents.

1.03 QUALITY ASSURANCE: General Workmanship Standards: Except as more definitively specified the CONTRACTOR shall comply with recognized workmanship quality standards within the industry as applicable to each unit of work, including ANSI standards where applicable. It is a requirement that each category of trades person or installer performing the work be prequalified, to the extent of being familiar with applicable and recognized quality standards for that category of work, and of being capable of workmanship complying with those standards. The CITY shall be the sole judge of what constitutes industry workmanship standards.

1.05 PRODUCT DELIVERY-STORAGE-HANDLING: General: Handle, store and protect materials and products, including fabricated components, by methods and means which will prevent damages, deterioration and losses including theft (and resulting delays), thereby insuring highest quality results as the performance of the work progresses. Control delivery schedules so as to minimize unnecessary long-term storage at the project site prior to installation. CONTRACTOR shall provide covered and storage for all new equipment on the site. Electrical, hydraulic and pneumatic connections on all equipment shall be protected from the elements. CONTRACTOR shall store all material on the project site unless specifically authorized otherwise by the CITY.

PART 2 - PRODUCTS (not applicable)

## PART 3 - EXECUTION

3.01 PREPARATION FOR INSTALLATION: Installer's Inspection of Conditions: The CONTRACTOR shall require the fabricator and installer of each major unit of work to inspect substrate to receive the work, and conditions under which the work will be performed, and to report (in writing to the CONTRACTOR and the CITY) unsatisfactory conditions. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the fabricator and installer.

3.02 INSTALLATION QUALITY CONTROL: Manufacturer's Instructions: Where installations include manufactured products, comply with manufacturer's applicable instructions and recommendations for installation, to whatever extent these are more explicit or more stringent than applicable requirements indicated in the contract documents.

The CONTRACTOR shall inspect each item of materials or equipment immediately prior to installation, and reject damaged and defective items.

Provide attachment and connection devices and methods for securing work as it is installed; true to line and level, and within recognized industry tolerances if not otherwise indicated.

The CONTRACTOR shall recheck measurements and dimensions of the work, as an integral step of starting each installation.

Install work during conditions of temperature, humidity, exposure, forecasted weather, and status of project completion which will ensure best possible results for each unit of work, in coordination with entire work. Isolate each unit of work from non-compatible work, as required to prevent deterioration.

Mounting Heights: Except as otherwise noted, mount individual units of work at industry-recognized standard mounting heights, for applications indicated. Refer questionable mounting height choices to the CITY for final decision.

Adjust, clean, lubricate, restore marred finishes, and protect newly installed work, to ensure that it will remain without damage or deterioration during the remainder of the construction period.

END OF SECTION 01400

## SECTION 01410

## LABATORY AND TESTING SERVICES

**GENERAL**

## 1.01 DESCRIPTION

- A. CONTRACTOR shall perform testing for systems, materials, and equipment specifically indicated on the contract documents or specified herein.
- B. For items designated, CONTRACTOR shall employ and pay for services of an independent testing laboratory to perform testing specifically indicated on the contract documents or specified in the Technical Specifications and may at any other time elect to have materials and equipment tested for conformity with the Contract Documents.
- C. The CONTRACTOR shall cooperate with the laboratory to facilitate the execution of its required services.
- D. Testing responsibilities include, but are not necessarily limited to, the following:

Test	Notes	Items/Location	Test By	Paid By
Soil Compaction	As specified in contract documents and in the City of Port St. Lucie Standards, Year 2010	All excavation and fill areas.	City Designated Contractor	First test paid by CITY. If first test fails, repeat tests paid by CONTRACTOR.
Fiber Optic Conduit Testing	As specified in contract documents and in the City of Port St. Lucie Standards, Year 2010	Fiber Optic Conduit and Pull Boxes	CONTRACTOR	CONTRACTOR
Pavement System	As specified in the contract documents and FDOT standards (Latest Edition)	All pavement systems	City Designated Contractor	First test paid by CITY. If first test fails, repeat tests paid by CONTRACTOR.
Concrete	As specified in contract documents and in the City of Port St. Lucie Standards, Year 2010  Slump test each delivery and compression test all cylinders	All cast-in-place concrete	City Designated Contractor	First test paid by CITY. If first test fails, repeat tests paid by CONTRACTOR.

## 1.02 LABORATORY DUTIES: LIMITATION OF AUTHORITY

- A. Cooperate with the CITY and CONTRACTOR; provide qualified personnel promptly on notice.

- B. Perform specified inspections, sampling and testing of materials and methods of construction:
  - 1. Comply with specific standards; ASTM, other recognized authorities, and as specified in the contract documents.
  - 2. Determine and report on compliance with requirements in the Contract Documents.
- C. Promptly notify the CITY and CONTRACTOR of failed tests, materials, operations or systems which do not meet the specifications.
- D. Promptly submit four (4) copies of reports of inspections and tests to the CITY including:
  - 1. Date issued
  - 2. Project title and CITY's Job number
  - 3. Testing Laboratory name, address, phone number and fax number.
  - 4. Name and signature of inspector
  - 5. Date of inspection and sampling
  - 6. Record of temperature and weather
  - 7. Date of test
  - 8. Identification of product and specification section
  - 9. Location in project
  - 10. Type of inspection or test
  - 11. Compliance with Contract Documents

Perform additional service as required by CITY.

Laboratory is not authorized to:

- 1. Release, revoke, alter, or enlarge on requirements of Contract Documents
- 2. Approve or reject any portion of the Work
- 3. Perform duties of the CONTRACTOR

### 1.03 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel and provide access to Work and manufacturer's operations.

- B. CONTRACTOR shall notify the Utilities at least forty-eight (48) hours in advance of all equipment testing.
- C. Secure and deliver to the laboratory adequate representational samples of materials proposed to be used and which require testing.
- D. Provide to the laboratory the preliminary design mix proposed to be used for concrete and other materials mixes which require control by the testing laboratory.
- E. Materials and equipment used in the performance of work under this Contract are subject to inspection and testing at the point of manufacture or fabrication. Standard specifications for quantity and workmanship are indicated in the Contract documents. The CITY may require the CONTRACTOR to provide statements or certificates from the manufacturer and fabricators that the materials and equipment provided by them are manufactured or fabricated in full accordance with the standard specifications for quality and workmanship indicated in the Contract Documents. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the CONTRACTOR, and no extra charge to the CITY shall be allowed on account of such testing and certification.
- F. Furnish incidental labor and facilities:
  - 1. To provide access to Work to be tested.
  - 2. To obtain and handle samples at the project site or at the source of the product tested.
  - 3. To facilitate inspections and tests
  - 4. For storage and curing of test samples
  - 5. Notify laboratory sufficiently in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.

END OF SECTION 01410

SECTION 01530PROTECTION OF EXISTING FACILITIES

## PART 1 -- GENERAL

## 1.01 THE REQUIREMENT

- A. CONTRACTOR shall be responsible for the preservation and protection of property adjacent to the work site against damage or injury as a result of his operations under this Contract. Any damage or injury occurring on account of any act, omission or neglect on the part of the CONTRACTOR shall be restored in a proper and satisfactory manner or replaced by and at the expense of the CONTRACTOR to an equal or superior condition than previously existed.
- B. CONTRACTOR shall comply promptly with such safety regulations as may be prescribed by the CITY or the local authorities having jurisdiction and shall, when so directed, properly correct any unsafe conditions created by, or unsafe practices on the part of, his employees. In the event of the CONTRACTOR's failure to comply, the CITY may take the necessary measures to correct the conditions or practices complained of, and all costs thereof will be deducted from any monies due the CONTRACTOR. Failure of the CITY to direct the correction of unsafe conditions or practices shall not relieve the CONTRACTOR of his responsibility hereunder.
- C. In the event of any claims for damage or alleged damage to property as a result of work under this Contract, the CONTRACTOR shall be responsible for all costs in connection with the settlement of or defense against such claims. Prior to commencement of work in the vicinity of property adjacent to the work site, the CONTRACTOR, at his own expense, shall take such surveys as may be necessary to establish the existing condition of the property. Before final payment can be made, the CONTRACTOR shall furnish satisfactory evidence that all claims for damage have been legally settled or sufficient funds to cover such claims have been placed in escrow, or that an adequate bond to cover such claims has been obtained.

## 1.02 PROTECTION OF WORK AND MATERIAL

- A. During the progress of the work and up to the date of final payment, the CONTRACTOR shall be solely responsible for the care and protection of all work and materials covered by the Contract.
- B. All work and materials shall be protected against damage, injury or loss from any cause whatsoever, and the CONTRACTOR shall make good any such damage or loss at his own expense. Protection measures shall be subject to the approval of the CITY.

## 1.03 BARRICADES, WARNING SIGNS AND LIGHTS

- A. The CONTRACTOR shall provide, erect and maintain as necessary, strong and suitable barricades, danger signs and warning lights along all roads accessible to the public and grove operators, as required by the authority having jurisdiction, to insure safety to the public. All barricades and obstructions along public and grove roads shall be illuminated at