

PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST

COUNCIL ITEM 13E
DATE 12/12/11

Meeting Date: December 12, 2011

Public Hearing Ordinance Resolution Motion

Item: #20120024, Felix Associates of Florida, Inc., Repair/Replacement of City Water Mains

Recommended Action:

- 1) Approval to use the Master Contract #20080097 and enter in a contract #20120024 with Felix Associates of Florida, Inc. for \$10,630,388.19 for the Repair of the Water Distribution System Construction for the project to replace the City Water Mains.

Exhibits: Department memo attached - yes

Copies of the Contract and Contractor Proposal

Summary Explanation/Background Information:

The City has determined that it is necessary to replace the water transmission mains in targeted areas within the City. Felix Associates of Florida, Inc. is pre-qualified for this type of construction service under Master Contract #20080097 and was the contractor for similar water main installations. Therefore, to ensure an expedited project staff recommends awarding the attached contract.

Also requesting Council approval to purchase an estimated \$3,734,309.85 in materials direct from the supplier(s) with a potential cost savings of sales tax in the amount of \$224,058.91. These amounts would be deducted from the above total construction amount for an estimated net contract amount of \$6,672,019.43. The actual amounts may vary based on the final contract amount upon completion.

Purchase is a replacement

Purchase was not budgeted.

Estimated Testing Expense: \$10,630,388.19

Department requests expenditure from the following:

Fund	447	Pipe Replacement
Cost Center	3316	Utility-Improvements O/T Bldgs.
Object Code	563000	Capital Improvements
Project	Y1206	Water Main Replacement Project

Director of OMB concurs with award: DKP

City Manager concurs with award: JAB

Department requests 0 minutes to make a presentation.

Submitted by: 

Title: Director of Utilities

Date Submitted: 12/8/11

RECEIVED

DEC 08 2011

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Jerry A. Bentrrott, City Manager

FROM: Jesus A. Merejo, Utility Systems Director 

SUBJECT: Utility Improvements

DATE: December 6, 2011

In 1994 the City, acting in the best interest of the public, accepted the transfer of ownership and operational control of all of the assets of the Port St. Lucie Division of the St. Lucie County Utility Services Department. Since a majority of those utility assets were previously constructed by General Development Utilities ("GDU") beginning in the late 1950s, the City has been pursuing projects to repair, replace, rehabilitate and expand the transferred Utility Systems. As sufficient funding has become available, the City has undertaken various efforts to facilitate a successful water and sewer expansion program to meet demand and provide quality utility services to its customers within the City's Utility Service Area.

Among the City's projects concerning GDU-era facilities and infrastructure has been our pursuit of a program to replace water and wastewater mains and related appurtenances throughout the original system in accordance with today's construction standards. Those water and wastewater mains are quite expansive and require significant funding to accomplish their replacement. Certain investment proceeds belonging to the City's Utility Systems Department have become available and therefore present us with an opportunity to use those funds to replace water mains in some of our oldest service areas and take advantage of the current low construction costs. The considerable decline in construction costs due to the current economy that we have observed in our recent projects and the availability of funding has prompted us to consider accelerating our ongoing water main replacement program and starting now will allow us to take advantage of good winter construction weather.

The areas which we are currently targeting to continue our program to replace the GDU-era facilities are essentially fully developed and thus present multiple problems associated with retrofitting the old infrastructure. Such problems are similar to those previously encountered when we installed water and wastewater mains as part of our projects associated with the water/wastewater assessment program. The engineering and construction firms that performed the majority of the work for those particular projects were Culpepper & Terpening, Inc. and Felix Associates of Florida, Inc.

The design and field engineering expertise gained by Culpepper & Terpening and the familiarity with this type of construction and customer relations gained by Felix Associates is invaluable and would be of great benefit to the City as we proceed to replace those old GDU-era water mains.

Jerry Bentrott
December 6, 2011
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Moreover, engaging those experienced consultants and contractors to perform the project engineering, construction and geotechnical services through their continuing service contracts with the City would allow us to efficiently and expeditiously complete the work. Therefore, it is recommended that the Council approve the attached contracts with Culpepper & Terpening, Inc., Felix Associates of Florida, Inc., and Andersen Andre Consulting Engineers, Inc., all of whom are ready, willing and able to do this important work.

Should you have any questions or need additional information, please do not hesitate to contact me.

/dr

Attachments

c: Roger G. Orr, City Attorney
Bradley E. Macek, Assistant Utility Systems Director
Danny M. Segui, Deputy Utility Systems Director
Laney C. Southerly, PE, Utility Engineering Mgr.
Donna M. Rhoden, Utility Safety & Public Affairs Mgr.

Felix Associates of Florida

Water Main Replacement

Bid Item	Description	Quantity	Units	Unit Price	Total Price
5	MOBILIZATION	1.00	LS	\$935,000.00	\$935,000.00
6	MAINTENANCE OF TRAFFIC (MOT)	1.00	LS	\$79,980.00	\$79,980.00
7	PRE CONSTRUCTION VIDEO	222,440.00	LF	\$0.51	\$113,444.40
8	POLLUTION / EROSION CONTROL	1.00	LS	\$36,870.00	\$36,870.00
9	UTILITY POLE SUPPORT	10.00	EA	\$1,695.00	\$16,950.00
10	6" PVC WATERMAIN	132,060.00	LF	\$10.50	\$1,386,630.00
15	8" PVC WATERMAIN	15,900.00	LF	\$15.45	\$245,655.00
20	12" PVC WATERMAIN	69,480.00	LF	\$23.85	\$1,657,098.00
21	6" DIP WATERMAIN	1,600.00	LF	\$28.65	\$45,840.00
22	8" DIP WATERMAIN	500.00	LF	\$37.65	\$18,825.00
23	12 DIP WATERMAIN	900.00	LF	\$58.15	\$52,335.00
25	6" HDPE DIRECTIONAL BORE	1,240.00	LF	\$31.65	\$39,246.00
30	8" HDPE DIRECTIONAL BORE	100.00	LF	\$46.75	\$4,675.00
35	12" HDPE DIRECTIONAL BORE	660.00	LF	\$82.75	\$54,615.00
36	6" HDPE TRANSITION	12.00	EA	\$365.00	\$4,380.00
37	8" HDPE TRANSITION	2.00	EA	\$375.00	\$750.00
38	12" HDPE TRANSITION	6.00	EA	\$395.00	\$2,370.00
40	FIRE HYDRANT ASSEMBY W/ANCHOR TEE &	180.00	EA	\$3,300.00	\$594,000.00
45	REMOVE F.H. ASSY	90.00	EA	\$450.00	\$40,500.00
50	1" SHORT SERVICE/SINGLE	125.00	EA	\$331.00	\$41,375.00
55	1" SHORT SERVICE/DOUBLE	574.00	EA	\$405.25	\$232,613.50
60	1" LONG SERVICE/SINGLE	125.00	EA	\$847.00	\$105,875.00
65	1" LONG SERVICE/DOUBLE	574.00	EA	\$921.25	\$528,797.50
70	1 1/2 SHORT SERVICE/SINGLE	1.00	EA	\$864.00	\$864.00
75	1 1/2 SHORT SERVICE/DOUBLE	1.00	EA	\$1,198.00	\$1,198.00
80	1 1/2 LONG SERVICE/SINGLE	1.00	EA	\$1,450.00	\$1,450.00
85	1 1/2 LONG SERVICE/DOUBLE	1.00	EA	\$1,784.00	\$1,784.00
90	2" SHORT SERVICE/SINGLE	35.00	EA	\$1,495.00	\$52,325.00
95	2" SHORT SERVICE/DOUBLE	1.00	EA	\$1,995.00	\$1,995.00
100	2" LONG SERVICE/SINGLE	35.00	EA	\$2,159.00	\$75,565.00
105	2" LONG SERVICE/DOUBLE	1.00	EA	\$2,684.00	\$2,684.00
106	1" LONG/LONG SERVICE/DOUBLE	15.00	EA	\$1,153.00	\$17,295.00
108	WATER SERVICE LOCATE WIRE	4,000.00	LF	\$0.20	\$800.00
110	6" GATE VALVE	270.00	EA	\$906.00	\$244,620.00
115	8" GATE VALVE	25.00	EA	\$1,194.00	\$29,850.00
120	12" GATE VALVE	100.00	EA	\$1,965.00	\$196,500.00
122	2" GATE VALVE	1.00	EA	\$443.00	\$443.00
124	4" GATE VALVE	1.00	EA	\$697.00	\$697.00
125	6" M.J.BELL RESTRAINTS	700.00	EA	\$65.00	\$45,500.00
130	8" M.J. BELL RESTRAINTS	85.00	EA	\$85.00	\$7,225.00
135	12" MJ BELL RESTRAINTS	368.00	EA	\$130.50	\$48,024.00
145	6" 11 1/4 BEND	10.00	EA	\$219.00	\$2,190.00
150	6" 22 1/2 BEND	10.00	EA	\$225.00	\$2,250.00
155	6" 45 BEND	50.00	EA	\$223.00	\$11,150.00
160	6" 90 BEND	46.00	EA	\$235.00	\$10,810.00
170	8" 11 1/4 BEND	1.00	EA	\$282.00	\$282.00
175	8" 22 1/2 BEND	1.00	EA	\$288.00	\$288.00
180	8" 45 BEND	20.00	EA	\$286.00	\$5,720.00
185	8" 90 BEND	6.00	EA	\$309.00	\$1,854.00
195	12" 11 1/4 BEND	6.00	EA	\$457.00	\$2,742.00
200	12" 22 1/2 BEND	6.00	EA	\$464.00	\$2,784.00
205	12" 45 BEND	20.00	EA	\$464.00	\$9,280.00
210	12" 90 BEND	22.00	EA	\$524.00	\$11,528.00
215	6" X 6" TEE	164.00	EA	\$315.00	\$51,660.00
220	8" X 6" TEE	5.00	EA	\$393.00	\$1,965.00

**CITY OF PORT SAINT LUCIE
CONTRACT 20120024**

This CONTRACT, executed this _____ day of _____, 2011, 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 FELIX ASSOCIATES OF FLORIDA, INC. ; 8526 SW Kansas Ave. Stuart, FL 34997 Telephone No. (772) 220-2421, Fax No. (772) 220-2728, hereinafter called "Contractor," party of the second part.

RECITALS

In consideration of the below agreements and covenants, the parties agree as follows:

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

The specific work, which the Contractor has agreed to perform the Repair of the Water Distribution System Construction as identified in the Scope of Work. All Terms and Conditions of the Master Contract #20080097 will apply. The contract supervisor will be determined by each separate project at time of award of contract. Should a conflict arise between the Master Contract and this Contract, the terms of Contract 20080097 will control.

Notices

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person, sent by certified mail with return receipt request, email or fax with confirmed receipt and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Contract.

Contractor:

Felix Associates of Florida, Inc.
Vinny Amato
8526 SW Kansas Avenue
Stuart, FL 34997
Telephone: 772 220-2421
Fax: 772 220-2729
Email: vamato@felixassociates.net

City Contract Administrator: Office of Management & Budget
Attn: Cheryl Shanaberger, Deputy Director OMB
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL. 34983
Telephone 772 871 7390 Fax 772 871 7337
Email: cheryls@cityofpsl.com

City Project Manager: Laney Southerly, P.E., Engineer
 City of Port St. Lucie
 121 SW Port St. Lucie Blvd.
 Port St. Lucie, FL. 34983
 772 873 6442
 Email: LSoutherly@cityofpsl.com

Scope of Work

This project is to construct approximately forty-two (42) miles of PVC water main (6", 8" & 12"), fire hydrants, the residential and commercial services in the areas of Sections U1, U2, U3, U4, U7, U9, U10, U11, U14, U15, U18, U19, 41, 42, 49, 50, and 61, as replacement of portions of the aging water distribution system.

The Contractor shall perform the utility installation in accordance with the Standards of the Utility Systems Department ("PLUSD"), City of Port St. Lucie, Florida. Contract period will be four hundred ninety (490) calendar days.

Note that the City may furnish the materials.

Supplemental Specifications

GOVERNING SPECIFICATIONS:

1. The State of Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Division I excluded, 2010 edition. Referenced as FDOT Specifications.
2. The State of Florida Department of Transportation Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, 2012 Edition. Referenced as FDOT Index(es).
3. The Americans with Disabilities Act (ADA) Accessibility Guidelines.
4. St. Lucie County Fire District Fire Prevention Code Resolution 492-09
5. The City of Port St. Lucie Utility Systems Department, Utility Standards Manual, Utility Standard Details, and Qualified Products List, 2011 edition, applicable sections. Referenced as PSLUSD Specifications, with the following exceptions:
 - Density requirements shall be 95% of AASHTO T-180 in all green areas and 98% of AASHTO T-180 in all hard surface areas.
 - Location of Density Tests: Density tests for determination of the specified densities shall be made every 1000 feet parallel to road ways, and at least one test location under each traffic lane of the roadway cut, or as directed by the Engineer.
 - Test backfill compaction at each specified location, at the finished backfill surface elevation and a point 12 to 16 inches beneath the finished surface elevation. Where trench excavation exceeds greater depths, the compaction tests shall include the additional 12" lifts.

Repair Water Distribution System Construction

- Density Tests: Density tests for determination of the above specified compaction shall be made by a testing laboratory selected by the Owner. If any test results are unsatisfactory, the Contractor shall re-excavate, re-compact and backfill and retest at his expense, until the desired compaction is obtained. Additional compaction tests shall be made to each side of an unsatisfactory test, as directed, to determine the extent of re-excavation and re-compaction necessary.
- Contractor shall pay for Geotechnical Engineer standby time if not ready for requested test.
- No density testing on pipe bedding will be required unless requested by the City.
- Locate wire on services will not be required, unless requested by the City.

Unless specifically noted, PLSUSD specifications shall supersede all others and apply at all times.

Pay Item Descriptions

If an item is not listed below, it is considered incidental to the project and shall be included in the other contract pay items.

Note that the City may furnish the materials.

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 water and or wastewater system, excluding the cost of construction materials.

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

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.

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 and the City of PSL Engineering Department. 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.

Repair Water Distribution System Construction

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 of Port St. Lucie.
- The Contractor shall notify the City of Port St. Lucie Engineering Department of any road restrictions at least two (2) weeks prior to actual implementation.
- The Contractor shall provide access to driveways at all times with temporary repairs. Permanent repairs must be completed in 72 hours

The basis of payment for **Maintenance of Traffic** shall be paid as LINEAR FOOT of pipe installed.

Pre-Construction Video

The bid price for this item includes, but is not be limited to, all labor, materials, execution, and delivery to the City 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 LINEAR FOOT of pipe estimated to be installed.

Pollution / Erosion Control (includes NPDES)

Erosion and Pollution Control shall be provided to prevent damage to the environment, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and materials cost(s), required to install and maintain the erosion and pollution control devices throughout the duration of the project, in accordance with the plans and contract documents, including NPDES Permitting and Reports (if applicable). Payment shall not be a separate line item but is considered incidental to pay items already included in the contract

The bid price for **Pollution / Erosion Control (NPDES)** shall be paid as LUMP SUM per LF of pipe installed.

Utility Pole Support

The bid price for Utility Pole Support shall include, but not be limited to the labor, equipment, materials, coordination with the utility pole owner and any other items necessary to safely perform the task while working nearby the utility pole. Invoices from the utility pole owner (company) providing the support shall be required.

Payment for **Utility Pole Support** shall be paid on an EACH basis.

Water Main – PVC - (C900 DR-18)

The bid price for this item shall include, but not limited to the installation of the C900 DR-18 PVC water main as well as all labor, materials, equipment, and any other incidentals necessary to perform the task specified herein and on the contract drawings. Included in this item but not limited to is the excavation for the pipe trench, legal disposal of all excess materials, bracing, sheeting, dewatering, locate wire, backfilling of the pipe trenches, maintaining uninterrupted flow of existing utilities, providing access to all driveways at the end of each day,

Repair Water Distribution System Construction

cleaning the site of the work location and protection of utilities, structures, trees, shrubs, and lawns, and all other work required for the complete installation of the water main, unless otherwise provided as a separate pay item.

Backfill material used should consist of clean sand or fragmented lime-rock, free of organics and other deleterious materials, any excess unsuitable material shall be removed from the site and disposed of at the Contractor's expense. If additional offsite backfill material is required, it shall be provided by the Contractor and included in this price.

The basis of payment for **Water Main – PVC - (C900 DR-18)** shall be paid as LINEAR FOOT.

Water Main – DIP - (Asphalt-coated, Cement-lined)

The bid price for this item shall include, but not limited to the installation of the ductile iron pipe (DIP) water main as well as all labor, materials, equipment, and any other incidentals necessary to perform the task specified herein and on the contract drawings. DIP shall only be used as specifically approved by the PSLUSD in writing. Included in this item but not limited to is the excavation for the pipe trench, legal disposal of all excess materials, bracing, sheeting, dewatering, furnishing and installation of the pipe, locator wire, backfilling of the pipe trenches, maintaining uninterrupted flow of existing utilities, providing access to all driveways at all times, cleaning the site of the work location and protection of utilities, structures, trees, shrubs, and lawns, and all other work required for the complete installation of the water main.

Backfill material used should consist of clean sand or fragmented lime-rock, free of organics and other deleterious materials. Any excess unsuitable material shall be removed from the site and disposed of at the Contractor's expense. If additional offsite backfill material is required, it shall be provided by the Contractor and included in this price, unless specifically listed as a separate pay item.

The basis of payment for **Water Main – DIP - (Asphalt-coated, Cement-lined)** shall be paid as LINEAR FOOT.

Water Main Bore – HDPE

The bid price for this item shall include, but not limited to the installation of the high density polyethylene (HDPE) water main bore (DR-11) DIPS sized, unless specifically approved in writing by the PSLUSD, as well as all labor, materials, equipment, and any other incidentals necessary to perform the task specified herein and on the contract drawings. Included in this item but not limited to is the installation of all products, removal and legal disposal of all excess materials, connecting to the existing main, furnishing and installation of the pipe, locator wire, stainless steel internal pipe stiffeners at each end, all casings couplings and joints, optional above ground pre-testing, maintaining uninterrupted flow of existing utilities, providing access to all driveways at all times, cleaning the site of the work location and protection of utilities, structures, trees, shrubs, and lawns, and all other work required for the complete installation of the high density polyethylene water main bore.

Installation includes the excavation for entry, exit, recovery pits, auger slurry sump pits, or any other work required. Within 48 hours of completing installation of the boring product, the work site is to be cleaned of all excess auger fluids or spoils and the site is to be restored to pre-construction conditions or as identified on the plans. Any disturbed material within green areas shall be re-compacted and sodded in accordance with the project specifications.

The basis of payment for **Water Main Bore – HDPE** shall be paid as LINEAR FOOT of actual pipe installed.

HDPE Transition

The bid price for this item shall include all materials, labor, equipment and any other incidentals necessary to connect HDPE pipe to PVC and/or DIP pipe.

The basis of payment for **HDPE Transition** shall be paid as EACH.

Fire Hydrant Assembly

The bid price for this item shall include, but not limited to the installation of the fire hydrant assembly as well as all labor, materials, equipment, and any other incidentals necessary to perform the task and in conformance with the St. Lucie Fire District at the locations specified on the contract drawings. Included in this item but not limited to is the excavation for the hydrant, furnishing and installation of the hydrant and appurtenances, including but not limited to, the hydrant, barrel extensions, tee at the main, auxiliary gate valve, valve pad, gravel drain, restraints and pipe supports, locator wire, backfilling and compaction, RPM markers, hydrostatic testing, disinfection, maintaining uninterrupted flow of existing utilities, cleaning the site of the work location, protection of utilities, structures, trees, shrubs, and lawns, and all other work required for the complete installation of the fire hydrant assembly, and shall include the pipe between the main and the hydrant up to 20 LF.

The basis of payment for **Fire Hydrant Assembly** shall be paid as EACH assembly.

Fire Hydrant Removal

The bid price for this item shall include, but not be limited to, the removal of the fire hydrant assembly, plugging the existing main, restoration of the disturbed area with matching sod, as well as all labor, materials, equipment, and any other incidentals necessary to perform the task. All material removed shall be turned over to the City by the Contractor.

The basis of payment for **Fire Hydrant Removal** shall be paid as EACH.

Water Services

The bid price for this item shall include, but not be limited to all labor, materials, equipment and any other necessary items required for the installation of the polyethylene water service connection to the water main and associated line and meter box and or RPZ to within 12" beside the existing water meter box and shall include furnishing and installation of the service pipe, service saddles, casing pipes, valves, corporation stops, meter boxes, marker balls, angle meter valves, protection of existing utilities and facilities, excavation, pipe bedding, dewatering, removal and replacement of grass, sod, shrubs and other surface material, legal disposal of all excess materials, bracing, sheeting, dewatering, connecting to the existing main, backfilling and compaction of the pipe trenches, hydrostatic testing, maintaining uninterrupted flow of existing utilities, providing access to all driveways at all times, cleaning the site of the work location and protection of all other utilities, and all other work not specifically designated for a complete installation.

Long services shall provide water service to the opposite side of the roadway from the water main and shall include a casing pipe.

Repair Water Distribution System Construction

Extra long or long-long water services shall be those services that exceed the distance of long services. For example, service to lots on a cul-de-sac in lieu of a dead-end water main.

Double services shall include a key valve branch assembly (U-branch) and double meter box.

The basis of payment for **Water Services (Short Single)** shall be paid as EACH.

The basis of payment for **Water Services (Short Double)** shall be paid as EACH.

The basis of payment for **Water Services (Long Single)** shall be paid as EACH.

The basis of payment for **Water Services (Long Double)** shall be paid as EACH.

The basis of payment for **Water Services (Extra Long Single)** shall be paid as EACH.

The basis of payment for **Water Services (Extra Long Double)** shall be paid as EACH.

Locate Wire

The bid price shall include, but not be limited to the labor, equipment, materials, and any other items necessary to complete the work for all mains. PSLUSD shall determine the location of the services that are to have locate wire provided.

The basis for payment for **Locate Wire** shall be paid on a LINEAR FOOT basis of installed pipe.

Gate Valve (Furnish & Install)

The bid price for this item shall include, furnish and installation, the of the gate valve but not limited to all labor, materials, equipment, and any other incidentals necessary to perform the task specified herein and on the contract drawings. Included in this item but not limited to is the excavation for the valves, legal disposal of all excess materials, furnishing and installation of the valve, bolts, nuts, gaskets, locator wire, backfilling, RPM marker, proper restraints, valve box, valve pad, wire port, identification disc and concrete supports, maintaining uninterrupted flow of existing utilities and all other work required for the complete installation of the gate valve.

The basis of payment for **Gate Valves** shall be paid as EACH.

Gate Valve (Install Only)

The bid price for this item shall include, installation, the of the gate valve but not limited to all labor, materials, equipment, and any other incidentals necessary to perform the task specified herein and on the contract drawings. Included in this item but not limited to is the excavation for the valves, legal disposal of all excess materials, furnishing and installation of the valve, bolts, nuts, gaskets, locator wire, backfilling, RPM marker, proper restraints, valve box, valve pad, wire port, identification disc and concrete supports, maintaining uninterrupted flow of existing utilities and all other work required for the complete installation of the gate valve.

The basis of payment for **Gate Valves** shall be paid as EACH.

Restraints

The bid price for this item shall include, but not be limited to the necessary materials, equipment, and labor required to providing and attaching or installing the pipe joint restraints. Restraints shall conform to the requirements of the PSLUSD Specifications.

The basis of payment for **Restraints** shall be paid per EACH.

Ductile Iron Fittings - Specific

The bid price for this item shall include, but not be limited to the necessary materials, equipment, and labor required to providing and attaching or installing the ductile iron water fittings, and locator wire. Water Fittings shall be ductile iron, cement-lined, compact body.

The basis of payment for **DI Fittings** shall be paid per EACH.

Ductile Iron Fittings - General

The bid price for this item shall include, but not be limited to the necessary materials, equipment, and labor required to providing and attaching or installing the ductile iron water fittings, and locator wire. Water Fittings shall be ductile iron, cement-lined, compact body.

The basis of payment for **DI Fittings** shall be paid per TON.

Tapping Sleeve & Valve (Wet Tap)

The bid price for this item shall include, but not be limited to, tapping the existing water main, including but not limited to all labor, materials, equipment, and any other incidentals necessary to perform the task specified herein and on the contract drawings. This item includes all piping, making pipe connections, tapping sleeve, valve and valve box, restrained joints, and all other work for a complete installation. Size on size taps are only allowed with written approval by the PSLUSD.

The basis of payment for **Tapping Sleeve & Valve (Wet Tap)** shall be paid as EACH.

Connect to Existing Water Main

The bid price for this item shall include, but not be limited to, the connection to the existing water main, all labor, materials, equipment, dewatering, protection of existing facilities, removal and disposal of any unnecessary items, restoration of the disturbed area and any other incidentals necessary to perform the task specified herein and on the contract drawings.

The basis of payment for **Connect to Existing Water Main** shall be paid as EACH.

Air Release Valves

The bid price for this item shall include, but not limited to the installation of air release valves 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 water main system. Included in this item but not limited to is the excavation for the valves, legal disposal of all excess materials, furnishing and installation of the valve, bolts, nuts, gaskets, locator wire, backfilling, RPM marker, proper restraints, valve vault, valve pad, wire port, identification disc and concrete supports, maintaining uninterrupted flow of existing utilities and all other work required for the complete installation of the gate valve.

The basis of payment for **Air Release Valves** shall be paid as EACH.

Blow-Off Assembly

The bid price for this item shall include, but not be limited to the installation of the blow-off assembly as well as all labor, materials, equipment, and any other incidentals necessary to perform the task specified herein and on the contract drawings. Included in this item but not limited to is the excavation for the hardware, valves, legal disposal of all excess materials, furnishing and installation of the assembly, valves, hardware, bolts, nuts, and gaskets, locator wire, backfilling, proper restraints, and concrete supports, maintaining uninterrupted flow of existing utilities and all other work required for the complete installation of the blow-off assembly.

The basis of payment for the **Blow-Off Assembly** shall be paid as EACH assembly.

Bacteriological Sampling Point

The bid price for this item shall include, but not limited to the installation of bacteriological sampling points 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 water main system. Included in this item but not limited to is the excavation, legal disposal of all excess materials, furnishing and installation of the backfilling, and all other work required for the complete installation.

The basis of payment for **Bacteriological Sampling Points** shall be paid as EACH.

Water Main Testing and Cleaning

The Contractor shall include bid pricing to meet the requirements of the PSLUSD Specifications for hydrostatic pressure testing, flushing, disinfection, bacteriological testing, and pigging all new water main systems. The bid price for this item shall include, but not be limited to the labor, equipment, materials and the testing by an approved laboratory. All testing shall be in accordance with AWWA.

The basis for payment for **Water Main Testing and Cleaning** on a LINEAR FOOT basis of pipe installed.

Tree Removal & Replacement

The bid price for this item shall include, but not be limited to, the removal and replacement of any miscellaneous landscape trees. Trees items shall be re-installed at the direction of the City. Any tree not surviving shall be replaced at no cost to the City.

The basis of payment for **Tree Removal & Replacement** shall be paid as EACH.

Bush/Shrub Removal & Replacement

The bid price for this item shall include, but not be limited to, the removal and replacement of any miscellaneous landscape shrub or bush. Landscape shrubs shall be re-installed at the direction of the City. Any bush or shrub not surviving shall be replaced at no cost to the City.

Bush/Shrub Removal & Replacement shall be considered incidental to other pay items and shall not be paid as a separate item.

Irrigation System Repairs

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

The basis of payment for **Irrigation System Repair** shall be paid as EACH property/lot repaired.

Sewer Lateral Repairs

The bid price for this item shall include, but not be limited to repairs, replacement, and restoration of areas disturbed by construction activities, not included in other bid items, including all labor, equipment, materials, and any other items necessary to perform the task.

The basis of payment for **Sewer Lateral Repairs** shall be paid as EACH, as approved by PSLUSD inspectors.

Curb/Gutter Removal and Replacement

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

The basis of payment for **Curb/Gutter Removal and Replacement** shall be paid as LINEAR FOOT of work performed.

Sidewalk – Remove and Replace

The bid price for Sidewalk shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material cost(s), required to install sidewalk, in accordance with the construction drawings, contract documents, and governing regulatory agencies requirements. Material under sidewalk shall meet compaction requirements of the PSLUSD. Concrete shall meet FDOT Class I concrete requirements. Sidewalk shall meet all current ADA Standards.

Payment will be based on the total square yards of **Sidewalk – Remove and Replace** installed during each billing cycle.

Road Crossing Cut & Restoration

The Contractor is required to bore roadway crossings where practical to minimize disruption to the local and general public. The CITY allows open cut of the paved roadway only upon written approval. The bid price for this item shall include, but not limited to, the requirements of the PSLUSD pavement reconstruction detail and Sections 285 Shell Base, 300 Prime and Tack Coats for Base Courses, Class I Concrete of the FDOT Standards. The required manpower, equipment, material, and any other items necessary to perform this task shall also be included in this pay item. The Contractor shall provide temporary striping as required, approved by the Engineer, until such time that the permanent striping is placed. The Contractor shall submit a concrete mix design for the material to be used to reconstruct the pavement at the Pre-Construction meeting for approval by the Engineer.

upon request. The Base Material shall meet the requirements of an LBR 100, compacted to 98% maximum dry density determined under AASHTO T-180.

The basis of payment for **Road Crossing Cut & Restoration** shall be paid as SQUARE YARD.

Handicap Ramp

The bid price for this item shall include, but not be limited to all labor, equipment, materials, and any other items necessary to perform the task, including detectable warning mats. The ramps and warnings shall be furnished and placed in accordance with Section 527 of the FDOT Standard Specifications for Road and Bridge Construction, latest edition, and meet all ADA requirements.

The basis of payment for **Handicap Ramps** shall be paid as EACH of work performed.

Driveway Crossing Cut and Restoration - Asphalt

The Contractor is required to bore paved driveway crossings where practical to minimize disruption to the property owner. The City allows open cut of the paved driveway only upon written approval. The bid price for this item shall include, but is not limited to, limerock or shell base, and asphalt of the FDOT Standards.

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

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

The basis of payment for **Driveway Crossing Cut and Restoration - Asphalt** shall be paid as EACH.

Driveway Crossing Cut and Restoration - Concrete

The Contractor is required to bore paved driveway crossings where practical to minimize disruption to the property owner. The City allows open cut of the paved driveway only upon written approval. The bid price for this item shall include, but not limited to, Shell Base, and Class I Concrete per FDOT Standards.

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

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

The basis of payment for **Driveway Crossing Cut and Restoration - Concrete** shall be paid as EACH.

Driveway Bore

The Contractor is required to bore paved driveway crossings to minimize disruption to the property owner. The City allows open cut of the paved driveway only upon approval. The bore shall extend 5' beyond both sides of

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the driveway. The Contractor shall place temporary restoration in the method of grass until such time as permanent restoration is complete. The bid price for this item shall include, but not limited to the installation of the casing and temporary restoration as well as all labor, materials, equipment, and any other incidentals necessary to perform the task specified herein and the contract drawings. Sleeves are to be sized to accept restraints, are required and shall be included in the price.

<u>Carrier Size</u>	<u>Minimum Casing Size</u>
8" PVC	12" Schedule 40 PVC
6" PVC	10" Schedule 40 PVC

The basis of payment for **Driveway Bore** shall be paid as EACH.

Abandon Existing Water Main - Grout & Cap

The Contractor is required to grout and cap ONLY water mains greater than 2" in diameter after the new water main is in service and upon direction from the PSLUSD. The bid price for this item shall include, but not be limited to, the grouting and the capping of the entire length of the applicable existing water main, removal of all valves, valve pads or other surface features, all labor, materials, equipment, and any other incidentals necessary to perform the task specified herein and on the contract drawings including restoration of all disturbed areas with matching sod.

The basis of payment for **Abandon Existing Water Main - Grout & Cap** shall be paid as LINEAR FOOT.

Sod

The bid price for Sod shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material cost(s), required to install sod, in accordance with the construction drawings, contract documents, and governing regulatory agencies requirements.

Payment will be based on the total square yards of **Sod** installed during each billing cycle.

Vertical Deflection

The bid price for this item shall include labor, equipment and all incidentals, including dewatering only. All pipe, fittings, and restraints, etc. shall be paid under the appropriate separate pay items.

The basis of payment for **Vertical Deflection** shall be paid as EACH.

Unsuitable Soil Material Remove/Replace

The bid price for this item shall include, but not limited to the labor, equipment, materials, and any other requirements to complete this work. Material shall be determined unsuitable by the City Representative on site. Unsuitable material shall be disposed of legally by the Contractor at his expense and suitable backfill material provided.

Payment for **Unsuitable Soil Material Remove/Replace** shall be paid on a CUBIC YARDS basis.

Dewatering

The bid price for this item shall include labor, equipment, and materials required to meet the requirements of installing pipe in 'the dry', and is not associated with regular main line pipe installation. Dewatering shall be a separate pay item at canal crossings only, and shall be determined by the PSLUSD.

The basis of payment for **Dewatering** shall be paid as LINEAR FOOT per pipe actually installed within the dewatered limits.

Utility Locates (Pot-holing)

The bid price for this item shall include labor, equipment, materials, and any other items necessary to perform the task of locating, pot-holing, and verifying the type, depth, size, and material of all existing underground utilities prior to excavation for laying pipe or setting structures. Any discrepancy from the plans is to be noted to the City.

Payment for **Utility Locates** shall be paid on a LUMP SUM basis. The payment schedule shall be in accordance with the percentage of pipe installed on the project on a monthly basis.

Fiber Optic Conduit (HDPE or PVC)

The bid price for this item shall include labor, equipment, and materials required to complete the installation of conduit. The conduit shall be placed in the same trench as the main line pipe. All conduit shall be tested for obstructions prior to payment

The basis of payment for **Fiber Optic Conduit** shall be paid as LINEAR FOOT of pipe actually installed.

Shoulder and Project Restoration

The bid price for this item shall include, but not be limited to restoration of areas disturbed by construction activities, not included in other bid items, including all labor, equipment, materials, and any other items necessary to perform the task. Project and shoulder restoration shall include restoration of areas of disturbed by construction activities along the entire project route, including the removal and replacement of all signs, mailboxes as well as the maintenance of private and public landscaping. The Contractor will be responsible for repairing all washed-out and eroded areas and watering and mowing of the grass until such time as the project is accepted by PSLUSD.

Project and Shoulder Restoration shall be considered incidental to other pay items and shall not be paid as a separate item.

SECTION II TIME OF PERFORMANCE

Contract period shall commence January 2, 2012, and terminate March 27, 2013, four hundred and fifty (450) calendar days. In the event all work required in the proposal specifications has not been completed by the end of the contract period, the Contractor will pay liquidated damages in the amount of \$1,000.00 per day until the project is complete. The Contractor agrees to provide work as authorized by the Contract Supervisor until all work specified in the Request for Proposal has been rendered.

**SECTION III
COMPENSATION**

The total amount to be paid by the City to the Contractor is to be determined on a per project basis for the prices submitted on proposal in the amount of \$10,630,388.19. Payment will be made in the following manner:

Water Main Replacement

Bid Item	Description	Quantity	Units	Unit Price	Total Price
5	MOBILIZATION	1.00	LS	\$935,000.00	\$935,000.00
6	MAINTENANCE OF TRAFFIC (MOT)	1.00	LS	\$79,980.00	\$79,980.00
7	PRE CONSTRUCTION VIDEO	222,440.00	LF	\$0.51	\$113,444.40
8	POLLUTION / EROSION CONTROL	1.00	LS	\$36,870.00	\$36,870.00
9	UTILITY POLE SUPPORT	10.00	EA	\$1,695.00	\$16,950.00
10	6" PVC WATERMAIN	132,060.00	LF	\$10.50	\$1,386,630.00
15	8" PVC WATERMAIN	15,900.00	LF	\$15.45	\$245,655.00
20	12" PVC WATERMAIN	69,480.00	LF	\$23.85	\$1,657,098.00
21	6" DIP WATERMAIN	1,600.00	LF	\$28.65	\$45,840.00
22	8" DIP WATERMAIN	500.00	LF	\$37.65	\$18,825.00
23	12 DIP WATERMAIN	900.00	LF	\$58.15	\$52,335.00
25	6" HDPE DIRECTIONAL BORE	1,240.00	LF	\$31.65	\$39,246.00
30	8" HDPE DIRECTIONAL BORE	100.00	LF	\$46.75	\$4,675.00
35	12" HDPE DIRECTIONAL BORE	660.00	LF	\$82.75	\$54,615.00
36	6" HDPE TRANSITION	12.00	EA	\$365.00	\$4,380.00
37	8" HDPE TRANSITION	2.00	EA	\$375.00	\$750.00
38	12" HDPE TRANSITION	6.00	EA	\$395.00	\$2,370.00
40	FIRE HYDRANT ASSEMBY W/ANCHOR TEE & GV	180.00	EA	\$3,300.00	\$594,000.00
45	REMOVE F.H. ASSY	90.00	EA	\$450.00	\$40,500.00
50	1" SHORT SERVICE/SINGLE	125.00	EA	\$331.00	\$41,375.00
55	1" SHORT SERVICE/ DOUBLE	574.00	EA	\$405.25	\$232,613.50
60	1" LONG SERVICE/SINGLE	125.00	EA	\$847.00	\$105,875.00
65	1" LONG SERVICE/DOUBLE	574.00	EA	\$921.25	\$528,797.50
70	1 1/2 SHORT SERVICE/SINGLE	1.00	EA	\$864.00	\$864.00
75	1 1/2 SHORT SERVICE/DOUBLE	1.00	EA	\$1,198.00	\$1,198.00
80	1 1/2 LONG SERVICE/SINGLE	1.00	EA	\$1,450.00	\$1,450.00
85	1 1/2 LONG SERVICE/DOUBLE	1.00	EA	\$1,784.00	\$1,784.00
90	2" SHORT SERVICE/SINGLE	35.00	EA	\$1,495.00	\$52,325.00
95	2" SHORT SERVICE/DOUBLE	1.00	EA	\$1,995.00	\$1,995.00
100	2" LONG SERVICE/SINGLE	35.00	EA	\$2,159.00	\$75,565.00
105	2" LONG SERVICE/DOUBLE	1.00	EA	\$2,684.00	\$2,684.00
106	1" LONG/LONG SERVICE/DOUBLE	15.00	EA	\$1,153.00	\$17,295.00
108	WATER SERVICE LOCATE WIRE	4,000.00	LF	\$0.20	\$800.00
110	6" GATE VALVE	270.00	EA	\$906.00	\$244,620.00
115	8" GATE VALVE	25.00	EA	\$1,194.00	\$29,850.00
120	12" GATE VALVE	100.00	EA	\$1,965.00	\$196,500.00
122	2" GATE VALVE	1.00	EA	\$443.00	\$443.00
124	4" GATE VALVE	1.00	EA	\$697.00	\$697.00
125	6" M.J.BELL RESTRAINTS	700.00	EA	\$65.00	\$45,500.00

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130	8" M.J. BELL RESTRAINTS	85.00	EA	\$85.00	\$7,225.00
135	12" MJ BELL RESTRAINTS	368.00	EA	\$130.50	\$48,024.00
145	6" 11 1/4 BEND	10.00	EA	\$219.00	\$2,190.00
150	6" 22 1/2 BEND	10.00	EA	\$225.00	\$2,250.00
155	6" 45 BEND	50.00	EA	\$223.00	\$11,150.00
160	6" 90 BEND	46.00	EA	\$235.00	\$10,810.00
170	8" 11 1/4 BEND	1.00	EA	\$282.00	\$282.00
175	8" 22 1/2 BEND	1.00	EA	\$288.00	\$288.00
180	8" 45 BEND	20.00	EA	\$286.00	\$5,720.00
185	8" 90 BEND	6.00	EA	\$309.00	\$1,854.00
195	12" 11 1/4 BEND	6.00	EA	\$457.00	\$2,742.00
200	12" 22 1/2 BEND	6.00	EA	\$464.00	\$2,784.00
205	12" 45 BEND	20.00	EA	\$464.00	\$9,280.00
210	12" 90 BEND	22.00	EA	\$524.00	\$11,528.00
215	6" X 6" TEE	164.00	EA	\$315.00	\$51,660.00
220	8" X 6" TEE	5.00	EA	\$393.00	\$1,965.00
225	8" X 8" TEE	5.00	EA	\$388.00	\$1,940.00
230	12" X 6" TEE	12.00	EA	\$497.00	\$5,964.00
235	12" X 8" TEE	12.00	EA	\$550.00	\$6,600.00
240	12" X 12" TEE	12.00	EA	\$632.00	\$7,584.00
245	6" X 6" CROSS	1.00	EA	\$442.00	\$442.00
250	8" X 6" CROSS	1.00	EA	\$467.00	\$467.00
255	8" X 8" CROSS	1.00	EA	\$482.00	\$482.00
260	12" X 6" CROSS	1.00	EA	\$650.00	\$650.00
265	12" X 8" CROSS	1.00	EA	\$702.00	\$702.00
270	12" X 12" CROSS	1.00	EA	\$904.00	\$904.00
275	8" X 6" DIP REDUCER	1.00	EA	\$354.00	\$354.00
280	12" X 6" DIP REDUCER	1.00	EA	\$389.00	\$389.00
285	12" X 8" DIP REDUCER	1.00	EA	\$401.00	\$401.00
290	6" X 6" WET TAP & VALVE	46.00	EA	\$2,170.00	\$99,820.00
295	8"X6"WET TAP &VALVE	6.00	EA	\$2,205.00	\$13,230.00
300	8"X8"WET TAP &VALVE	12.00	EA	\$2,999.00	\$35,988.00
305	12" X 6" WT & VALVE	2.00	EA	\$2,337.00	\$4,674.00
310	12"X8 WET TAP &VALVE	2.00	EA	\$3,087.00	\$6,174.00
313	16" X 12" WET TAP & VALVE	12.00	EA	\$6,336.72	\$76,040.64
315	12" X 12" WET TAP & VALVE	5.00	EA	\$5,097.00	\$25,485.00
316	CONNECT TO EXISTING 6"	1.00	EA	\$1,345.00	\$1,345.00
317	CONNECT TO EXISTING 8"	1.00	EA	\$1,795.00	\$1,795.00
318	CONNECT TO EXISTING 12"	1.00	EA	\$2,495.00	\$2,495.00
320	ARV ASSY (W-10)	36.00	EA	\$2,595.00	\$93,420.00
325	BLOW OFF ASSY - 6"	4.00	EA	\$955.00	\$3,820.00
326	BLOW OFF ASSY - 8"	2.00	EA	\$975.00	\$1,950.00
327	BLOW OFF ASSY - 12"	4.00	EA	\$995.00	\$3,980.00
330	SAMPLE POINTS	220.00	EA	\$205.00	\$45,100.00
335	CLORINATING/TESTING	222,440.00	LF	\$0.60	\$133,464.00
340	TREE REMOVE/REPLACE	100.00	EA	\$285.00	\$28,500.00
345	SPRINKLER SYSTEM (PER YARD)	100.00	EA	\$335.00	\$33,500.00
350	SEWER LATERALS (REPAIR)	50.00	EA	\$265.00	\$13,250.00
353	GUTTER REMOVE / REPLACE - VALLEY	100.00	LF	\$32.00	\$3,200.00
355	CURB/GUTTER REMOVE / REPLACE - TYPE D	100.00	LF	\$30.59	\$3,059.00
356	CURB/GUTTER REMOVE / REPLACE - TYPE E	100.00	LF	\$30.59	\$3,059.00
357	CURB/GUTTER REMOVE / REPLACE - TYPE F	100.00	LF	\$30.36	\$3,036.00
360	SIDEWALK REMOVE & REPLACE 4"	100.00	SY	\$31.00	\$3,100.00
363	SIDEWALK REMOVE & REPLACE 6"	100.00	SY	\$43.25	\$4,325.00

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365	ROAD CROSSING CUT & RESTORATION	1,050.00	SY	\$133.10	\$139,755.00
370	HANDICAP RAMP RESTORATION	85.00	EA	\$677.50	\$57,587.50
375	OPEN CUT DRIVEWAY ASPHALT	20.00	EA	\$1,160.00	\$23,200.00
380	OPEN CUT DRIVEWAY CONCRETE	400.00	EA	\$797.00	\$318,800.00
385	DRIVEWAY BORE (ALL INCLUSIVE)	900.00	EA	\$562.00	\$505,800.00
390	GROUT & CAP EXISTING WATERMAIN - 4"	66,774.00	LF	\$2.50	\$166,935.00
391	GROUT & CAP EXISTING WATERMAIN - 6"	67,273.00	LF	\$3.00	\$201,819.00
392	GROUT & CAP EXISTING WATERMAIN - 8"	16,433.00	LF	\$3.65	\$59,980.45
393	GROUT & CAP EXISTING WATERMAIN - 10"	25,652.00	LF	\$4.80	\$123,129.60
394	GROUT & CAP EXISTING WATERMAIN - 12"	45,177.00	LF	\$6.00	\$271,062.00
400	BAHIA SOD RESTORATION	130,556.00	SY	\$2.85	\$372,084.60
401	FLORATAM SOD RESTORATION	102,000.00	SY	\$3.75	\$382,500.00
410	6" VERTICAL CONFLICT (PIPE & FITTINGS NIC)	20.00	EA	\$1,295.00	\$25,900.00
415	8" VERTICAL CONFLICT (PIPE & FITTINGS NIC)	20.00	EA	\$1,295.00	\$25,900.00
420	12" VERTICAL CONFLICT (PIPE & FITTINGS NIC)	20.00	EA	\$1,295.00	\$25,900.00
425	UNSUITABLE SOIL MATERIAL REMOVE/REPLACE	200.00	CY	\$13.00	\$2,600.00
430	WELLPOINTS – Dewatering	400.00	LF	\$8.50	\$3,400.00
440	UTILITY LOCATES	1.00	LS	\$125,000.00	\$125,000.00
450	2" SCH. 40 PVC FIBER CONDUIT	16,000.00	LF	\$2.95	\$47,200.00
	TOTAL				\$10,630,388.19

- **The Contract Sum** - Work to be paid for on the basis of unit prices, each, lump sum, linear feet, square yards, system, etc. as set forth in the amount for each project.

- **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 (for unit price contract) or % complete as agreed by the Engineer for each item listed in the schedule of values as approved by the City and the Engineer will be made within thirty 30 days after the receipt of the Pay Request. Retainage Reduction: In accordance with Florida Statutes, Section 255.078, when the construction reaches 50% completion, the Contractor may apply for a reduction in retainage. For purposes of this determination, "completion" shall exclude stored material and general "job costs" such as mobilization, bond and insurance, field office cost, etc. Additionally, for purposes of this determination each major category (electrical and instrumentation, structural, mechanical) shall, independently, each achieve 50% project completion in order for the entire project to be considered 50% complete. Regardless of the foregoing, nothing herein shall require the City to reduce retainage to the Contractor if the City has determined that the Contractor is in default, or if the City or any of its consultants reasonably believes that the retainage and/or future payments to the Contractor will not be enough for the City to complete the project or cover its damages as a result of Contractor breach or default or for any other reason, or there is a good faith dispute by the City against its bonding company. The City shall have the right, but not the obligation, to withhold from payment, at a minimum, the City's or Engineer's estimated cost of completion for the list of items prepared pursuant to the General Conditions of the Bid. Partial Release of Liens from all contractors, subcontractors, suppliers for

materials and sub-sub contractors are to be attached to each invoice. Retainage and progress payments may be negotiated if payment is made by the Visa Procurement Card.

- **Acceptance and Final Payment** - Upon receipt of written notice that the work is ready for final inspection and acceptance, the City will promptly make such inspection. When City finds the work acceptable under the terms of the Contract and the Contract fully performed, City will promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and that acceptance by him under the terms and the conditions thereof is recommended and the entire balance due the Contractor. Any liquidated damages, if any assessed against the Contractor, will be paid to the Contractor at the office of the City within thirty (30) calendar days after the date of said final certificate.

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

Such compensation includes all expenses incurred by the Contractor for all 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 prosecution of the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work.

Payment shall be made within thirty (30) days of receipt of Contractor's valid invoice, provided invoice is accompanied by adequate supporting documentation, partial release of liens and approved by Contract Supervisor as provided in Section XI of the Contract.

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

Invoices for services shall be submitted once a month, by the 10th of the month, and payments shall be made within thirty (30) days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and approved by Contract Supervisor as provided in Section XI.

All invoices and correspondence relative to this contract must contain the purchase order and contract number appearing herein.

SECTION IV CONFORMANCE WITH PROPOSAL

It is understood that the materials and/or work required herein are in accordance with the proposal made by the Contractor pursuant to the Request for Proposal and Specifications on file in the Office of Management and Budget of the City. All documents submitted by the Contractor in relation to said proposal, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

SECTION V INDEMNIFICATION/INSURANCE

Pursuant to Section 725.06, Florida Statutes, Contractor agrees to indemnify and hold harmless 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 negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract.

The Contractor 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's, 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 Contractor shall carry or require that there be carried Workers' Compensation Insurance and Employers' Liability coverage in accordance with Chapter 440, Florida Statutes.

Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned 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.

The Contractor shall maintain, during the lifetime of this Contract, at his/her own expense, insurance coverage for public liability with limits of not less than \$1,000,000 per claim and \$2,000,000 per occurrence. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Completed Operations, Contractual Liability, and Broad Form Property Damage Endorsements, Pollution/Hazardous Material Endorsements. Coverage for hazards of explosion, collapse, and underground Property damage (XCU) must also be included when applicable to the work to be performed. A Business Auto Policy or similar form, shall have minimum limits of \$500,000 per Occurrence Combined Single Limit for Bodily Injury and Property Damage Liability. This shall include all vehicles. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the City shall not accept claims-made policies.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) 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, to its' Commercial General Liability. 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 shall include Contract 20120024**". The Certificate of Insurance shall unequivocally 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 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 agreement to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

Contractor shall agree by entering into the 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 agreement 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, which a condition to the

policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

Contractor shall agree to maintain Builder's Risk Insurance in the amount not less than the replacement cost for the construction of the work. Coverage shall be "All Risk" coverage for one hundred percent (100%) of the completed value with a deductible of not more than five thousand dollars (\$5,000.00) per claim.

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

Immediately following notification of the award of this Contract, Contractor shall agree to deliver to the City a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage's required by this Bid have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day notification due to cancellation or non-renewal of coverage. In the "Description of Operations ..." Certificate shall list the contract name and number.

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."

It shall be the responsibility of the Contractor to insure 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 and/or any subcontractor for any and all claims under this contract.

PERFORMANCE AND PAYMENT 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 100% of the Contract price. The City will execute the Contract, it being agreed and understood that the City will not be bound unless and until its duly authorized by the City Council and 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 for a minimum of one (1) year, and until the work required under this Contract has been completed and a final certificate of acceptance has been issued by the City.

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 Director of OMB 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 before starting the work involved in the change.

SECTION VIII COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the contract. All materials furnished and work done is to comply with all local state and federal laws and regulations.

SECTION IX 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 X NOTICE OF PERFORMANCE

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

SECTION XI INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required work performed in accordance with the terms and conditions of the contract documents, the Contract Supervisor shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance. If such inspection shows that the required work performed in accordance with terms and conditions of the contract documents and that the work is entirely satisfactory, the Contract Supervisor 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 Contract Supervisor 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 Contract Supervisor. Such examination, inspection, or tests made by the Contract Supervisor, at any time, shall not relieve Contractor of his responsibility to remedy any deviation, deficiency, or defect.

SECTION XII 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 shall apply.

ACTS OF GOD

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

SECTION XIII 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 XIV 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 XV ASSIGNMENT

Contractor shall not delegate 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 XVI TERMINATION, DELAYS AND LIQUIDATED DAMAGES

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

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 liquidated damages for each calendar day of delay until the work is completed. The liquidated damages amount

will be determined by each project. The Contractor and his sureties shall be liable to the City for the amount thereof.

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 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. The Contractor should be entitled to extension of contract and the sole and exclusive remedy for the delays references alone.

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

SECTION XVII LAW

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 pursuant to this contract shall be in St. Lucie County, Florida.

SECTION XVIII 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 XIX 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 XX
RENEWAL OPTION**

Not Applicable

**SECTION XXI
ENTIRE AGREEMENT**

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.

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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 Felix Associates of Florida, Inc.

State of: _____

County of: _____

Before me personally appeared: _____
(please print)

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 _____, 20__.

Notary Signature

Notary Public-State of _____ at Large

My Commission Expires _____.

(seal)