

PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST

COUNCIL ITEM 13A
DATE 1/23/12

Meeting Date: January 23, 2012

Public Hearing Ordinance Resolution Motion

Demandstar Broadcast Date: November 17, 2011

Item: E-Bid #20120011 - Southport #4 Lift Station Replacement & Force Main Replacement

Recommended Action:

Approval of Award and Contract Documents with Melvin Bush Construction, Inc. for the Replacement of Southport #4 Replacement & Force Main Replacement in the amount of \$459,717.86. Contract period is one hundred eighty (180) calendar days with no option for renewal.

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

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

Summary Explanation/Background Information: Three (3) proposals were received on January 12, 2012 from Contractors who hold a Master Contract with the City for Wastewater Collection System Construction. Melvin Bush Construction, Inc. provided the best value to the City with a bid of \$459,717.86 which is \$29,028.14 lower than the highest bid. The Utilities Department has reviewed the proposals and recommends City Council approve this request. Local Preference did not apply to this bid. The Contract period is one hundred eighty (180) calendar days.

Purchase is budgeted in the 438 Fund.

Expenditure: \$459,717.86

Department requests expenditure from the following:

Fund	438	Renewal & Replacement Fund
Cost Center	3380	Lift Stations
Object Code	563000	Improvements O/T Building
Project	00000	n/a

Director of OMB concurs with award: ARF

City Manager concurs with award: JAB

RECEIVED

Department requests 7 minutes to make a presentation.

Submitted City Manager's Office

Jesus Merejo

Date Submitted: 1/17/2012

Title: Utility Director

INTEROFFICE MEMORANDUM

To: Cheryl Shanaberger, OMB Deputy Director
FROM: Jesus A. Merejo, Utility Systems Director 
SUBJECT: E-Bid Contract #20120011
Southport #04 Lift Station and Force Main Replacement
DATE: March 16, 2009

Summary Explanation/Scope of Work:

The proposed Southport #04 Lift Station and Force Main Replacement project is being proposed to replace an existing +/- 40-yr old wastewater lift station and asbestos cement force mains servicing the lift station. The scope of work will consist of the construction of; a new SP #04 wastewater lift station and related appurtenances; the rehabilitation of and conversion of the existing SP #04 wastewater lift station wet-well structure to a manhole; the construction of new 8" and 12" force mains and appurtenances totaling +/- 3,300 lf; the abatement of the existing asbestos force main pipe totaling +/- 3,000 lf, and miscellaneous appurtenance and ingress and egress access improvements to and around the new lift station.

Recommended Action:

After review of the Contract #20120011 bid tabulations and proposals of the each Contractor, the Utility Systems Department recommends Melvin Bush Construction be awarded Contract #20120011, in the amount of \$459,717.86, and requests Contract #20120011 be presented to the next available City Council Meeting for Council's direction and/or approval of Contract #20120011.

Estimated Expenditure:	\$459,717.86
Contract Time:	180-days
Funds for these services are available in:	438-3380-563000

c: Laney Southerly, P.E., Utility Engineering Manager
David Koeppen, C.I.P. Project Manager
Jeanette Thompson, Manager of Budget and Procurement
File: 33.3004

User: Holder, CPPB, Robyn

Organization: City of Port St. Lucie - Office of Management and Budget

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Tabulation Sheet

Agency Name City of Port St. Lucie - Office of Management and Budget
 Bid Number EBID-20120011-0-2011/RH
 Bid Name Southport #4 Lift Station Replacement & Force Main Replacement
 Bid Due Date 1/12/2012 3:00:00 PM Eastern time
 Bid Opening Closed

3 total responses found.

online, offline, not submitting, not received

Company	Responded	Address	Bid Amt	Alt Bid Amt	Documents	Sent	Notes	Actions
Complete								
1. Felix Associates Of Florida Inc.	1/12/2012 1:01:47 PM	8526 SW Kansas Ave Stuart, FL 34997	\$478,449.90		Bid Reply Checklist Subcontractor List Trench Safety Act Drug Free Workplace Form Current Certificate of Insurance License/Certification to do Described Work E-Bid Reply Excel Spreadsheet E-Bid Bond - 5%	<input checked="" type="checkbox"/>		Details, Documents, History
2. Intercounty Engineering, Inc	1/12/2012 1:13:57 PM	1925 NW 18th St Pompano, FL 33069	\$488,746.00		Bid Reply Checklist Subcontractor List Trench Safety Act Drug Free Workplace Form Current Certificate of Insurance License/Certification to do Described Work E-Bid Reply Excel Spreadsheet E-Bid Bond - 5%	<input checked="" type="checkbox"/>		Details, Documents, History
3. Melvin Bush Construction, Inc.	1/12/2012 2:04:49 PM	2748 S.W. Casella Street Port St. Lucie, FL 34953	\$459,717.86		Bid Reply Checklist Subcontractor List Trench Safety Act Drug Free Workplace Form Current Certificate of Insurance License/Certification to do Described Work E-Bid Reply Excel Spreadsheet E-Bid Bond - 5%	<input checked="" type="checkbox"/>		Details, Documents, History

<< Return

Manage Bid Tabulation

Planholder Responses

When adding a manual response, you can select a vendor off the Planholders List or add a new vendor.



(Select a Planholder) Add a Planholder Edit Planholders...

Publish Tabulation Sheet



Once you have reviewed the tabulation sheet details, you may create a downloadable PDF version.

Include Non-Compliant Supplier details

E-Bid Opening
E-BID #20120011

Southport #4 Lift Station Replacement & Force Main Replacement
January 12, 2012 @ 3:00 pm

	Name (Please PRINT legibly)	Company Name	E-Mail Address	Telephone # & FAX #
1.	Robyn Holder	City of PSL-OMB	Rholder@cityofpsl.com	T 344-4293 F 891-7337
2.	Ben Baumer	Edit Associates of Florida Inc.	bbaumer@edit.com	T 772.220.2722 F 772.220.2728
3.	David Koepfen	PSL USA	DKOEPFEN@cityofpsl.com	T 772 873-4455 F 772 871-7615 871-7615
4.	Denise Burton	City of PSL	DBURTON@cityofpsl.com	F 772-344-4364
5.	Steve Bush	Melvin Bush Const	Melvin.Bush.Constr@BellSouth	T 578-336-0623 F
6.				T
7.				T
8.				T

E-BID #20120011
E-BID TABULATION REPORT
OPENED: JANUARY 12, 2012 - 3:00 PM

Line Item Number	Pay Item Number	Item Description	Unit Quantity	Melvin Bush Construction		Felix Associates		Intercounty Engineering	
				Unit Cost	Total Unit Cost	Unit Cost	Total Unit Cost	Unit Cost	Total Unit Cost
1	33.3001-1	Indemnification	1.00 LS	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
2	33.3001-2	Mobilization, per FDOT Section 101	1.00 LS	\$9,373.00	\$9,373.00	\$28,740.00	\$28,740.00	\$25,914.00	\$25,914.00
3	33.3001-3	Maintenance of Traffic (F&I), per applicable FDOT Series 600 Standard Index's	1.00 LS	\$2,500.00	\$2,500.00	\$2,884.00	\$2,884.00	\$3,500.00	\$3,500.00
4	33.3001-4	Pre-construction Survey Layout (F&I)	1.00 LS	\$2,200.00	\$2,200.00	\$2,466.00	\$2,466.00	\$2,400.00	\$2,400.00
5	33.3001-5	Post Construction Asbuilt Survey (F&I)	1.00 LS	\$2,640.00	\$2,640.00	\$2,348.00	\$2,348.00	\$2,400.00	\$2,400.00
6	33.3001-6	Erosion & Pollution Control (F&I), per FDOT Series 102 & 103 Index's	1.00 LS	\$2,500.00	\$2,500.00	\$1,725.00	\$1,725.00	\$1,680.00	\$1,680.00
7	33.3001-7	6' Temporary Construction Fencing, including Gates (F&I) & Access for Balltrae Maintenance	1.00 LS	\$1,230.00	\$1,230.00	\$1,292.00	\$1,292.00	\$1,560.00	\$1,560.00
8	33.3001-8	Clearing & Grubbing, (F&I)	1.00 LS	\$2,000.00	\$2,000.00	\$3,283.00	\$3,283.00	\$4,400.00	\$4,400.00
9	33.3001-9	Material Proctors (F&I)	4.00 EA	\$93.50	\$374.00	\$176.00	\$704.00	\$150.00	\$600.00
10	33.3001-10	Density Testing (F&I)	70.00 EA	\$22.00	\$1,540.00	\$28.00	\$1,960.00	\$77.00	\$5,390.00
11	33.3001-11	Concrete Slump & Compression Testing (F&I)	1.00 EA	\$93.50	\$93.50	\$118.00	\$118.00	\$678.00	\$678.00
12	33.3001-12	Geogrid Turf/Soil Reinforcement (F&I)	1200.00 SF	\$2.15	\$2,580.00	\$7.10	\$8,520.00	\$5.80	\$6,960.00
13	33.3001-13	Performance Turf, per FDOT Section 570, (F&I)	4640.00 SY	\$3.00	\$13,920.00	\$2.25	\$10,440.00	\$3.00	\$13,920.00
14	33.3001-14	Concrete Driveway Turnout, (4000 PSI), (Fiber Mesh), (6" Thick) (F&I)	27.00 SY	\$63.00	\$1,701.00	\$115.00	\$3,105.00	\$31.00	\$837.00
15	33.3001-15	Roadway Base (Cemented Coquina), (12" Thick), (F&I)	57.00 SY	\$28.00	\$1,596.00	\$71.50	\$4,075.50	\$30.00	\$1,710.00
16	33.3001-16	Asphaltic Concrete (2" Thick), (SP-12.5), (F&I)	73.00 SY	\$17.60	\$1,284.80	\$43.50	\$3,175.50	\$29.00	\$2,117.00
17	33.3001-17	Asphaltic Concrete (1-1/4" Thick), (FC-9.5), (F&I)	89.00 SY	\$11.00	\$979.00	\$33.60	\$2,990.40	\$15.00	\$1,335.00
18	33.3001-18	Valley Curb, (Class - I Concrete), (F&I)	60.00 LF	\$20.00	\$1,200.00	\$44.15	\$2,649.00	\$15.00	\$900.00
19	33.3001-19	Type "D" Curb, (Class - I Concrete), (F&I)	40.00 LF	\$15.00	\$600.00	\$41.85	\$1,674.00	\$14.00	\$560.00
20	33.3001-20	Tie-into Existing Force Main <12", (F&I)	3.00 EA	\$600.00	\$1,800.00	\$2,910.00	\$8,730.00	\$1,770.00	\$5,310.00
21	33.3001-21	Tie-into Existing Force Main 12">, (F&I)	3.00 EA	\$2,400.00	\$7,200.00	\$2,343.00	\$7,029.00	\$2,200.00	\$6,600.00
22	33.3001-22	8" C-900, DR-18, PVC, Force Main, (F&I)	2560.00 LF	\$17.70	\$45,312.00	\$16.30	\$41,728.00	\$24.50	\$62,720.00
23	33.3001-23	10" C-900, DR-18, PVC, Force Main, (F&I)	10.00 LF	\$23.20	\$232.00	\$34.10	\$341.00	\$38.00	\$380.00
24	33.3001-24	12" C-900, DR-18, PVC, Force Main, (F&I)	680.00 LF	\$33.20	\$22,576.00	\$34.80	\$23,664.00	\$40.00	\$27,200.00
25	33.3001-25	8" Gate Valve, & Valve Box, (Complete), (F&I)	6.00 EA	\$1,042.00	\$6,252.00	\$1,295.00	\$7,770.00	\$1,204.00	\$7,224.00
26	33.3001-26	12" Gate Valve, & Valve Box, (Complete), (F&I)	2.00 EA	\$1,826.50	\$3,653.00	\$2,080.00	\$4,160.00	\$2,288.00	\$4,576.00
27	33.3001-27	D.I.P. Fittings, (C-153), (350 PSI), (Epoxy Lined), (F&I)	2.0000 TN	\$16,212.58	\$32,425.16	\$14,071.00	\$28,142.00	\$12,700.00	\$25,400.00
28	33.3001-28	2" Automatic Air Release Valve, with above ground enclosure, (F&I)	2.00 EA	\$5,062.50	\$10,125.00	\$3,346.00	\$6,692.00	\$4,382.00	\$8,764.00
29	33.3001-29	Pipe Abatement, <12", (Complete), (F&I)	2930.00 LF	\$4.40	\$12,892.00	\$5.25	\$15,382.50	\$7.80	\$22,854.00

E-BID #20120011
E-BID TABULATION REPORT
OPENED: JANUARY 12, 2012 - 3:00 PM

30	33.3001-30	Tie-into Existing Manhole, (Complete), (F&I)	1.00	EA	\$3,450.00	\$5,398.00	\$5,398.00	\$10,259.00	\$10,259.00
31	33.3001-31	10" C-900, DR-18, PVC, Gravity Sewer, (F&I)	38.00	LF	\$66.60	\$57.50	\$2,185.00	\$149.00	\$5,662.00
32	33.3001-32	6" SDR-26 Sewer Service, with Clean-out, (F&I)	1.00	EA	\$612.80	\$1,965.00	\$1,965.00	\$1,760.00	\$1,760.00
33	33.3001-33	By-pass Pumping & Conversion of Existing Lift Station to a Manhole, (Complete), (F&I)	1.00	LS	\$19,105.00	\$38,821.00	\$38,821.00	\$22,675.00	\$22,675.00
34	33.3001-34	10' Diameter Lift Station (Complete), (F&I)	1.00	LS	\$183,399.15	\$176,826.00	\$176,826.00	\$162,900.00	\$162,900.00
35	33.3001-35	Lift Station Control Panel (4' x 4'), (Install Only)	1.00	LS	\$1,804.00	\$1,925.00	\$1,925.00	\$4,535.00	\$4,535.00
36	33.3001-36	L.S. Control Panel & Flood Light Support System and Appurtenances, (Complete), (F&I)	1.00	LS	\$38,795.20	\$3,052.00	\$3,052.00	\$3,240.00	\$3,240.00
37	33.3001-37	150 AMP Electrical Service (Complete), (F&I)	1.00	LS	\$5,720.00	\$6,105.00	\$6,105.00	\$6,480.00	\$6,480.00
38	33.3001-38	6' Chain Link Fence, with 20' one piece rolling gate Water Service, Pressure Transducer, & Hose Bib, (Complete), (F&I)	1.00	LS	\$5,359.20	\$5,721.00	\$5,721.00	\$12,900.00	\$12,900.00
39	33.3001-39	Remove & Reinstall Existing Fencing & Concrete Pedistals, (Complete), (F&I)	1.00	LS	\$1,420.25	\$3,686.00	\$3,686.00	\$2,660.00	\$2,660.00
40	33.3001-40	2" Sch 80 PVC Conduit & Sweeps, (F&I)	80.00	LF	\$14.30	\$15.25	\$1,220.00	\$15.60	\$1,248.00
41	33.3001-41	3" Sch 80 PVC Conduit & Sweeps, (F&I)	140.00	LF	\$9.15	\$9.75	\$1,365.00	\$10.00	\$1,400.00
42	33.3001-42	4" Sch 80 PVC Conduit & Sweeps, (F&I)	640.00	LF	\$3.00	\$3.20	\$2,048.00	\$3.00	\$1,920.00
43	33.3001-43	24" x 36" Fiber Optic Splice Box, (F&I)	1.00	EA	\$1,078.00	\$1,150.00	\$1,150.00	\$1,296.00	\$1,296.00
44	33.3001-44	17" x 30" Fiber Optic Box, (Existing), (Relocate)	1.00	EA	\$110.00	\$118.00	\$118.00	\$240.00	\$240.00
45	33.3001-45				TOTAL	\$459,717.86	\$478,449.90	TOTAL	\$488,746.00
	1	Submitted Bid Bond			Yes	Yes	Yes	Yes	Yes
	2	Submitted Insurance			Yes	Yes	Yes	Yes	Yes
	3	Submitted Trench Safety form			Yes	Yes	Yes	Yes	Yes
	4	Submitted Drug Free form			Yes	Yes	Yes	Yes	Yes
	5	Acknowledged all Addenda			Yes	Yes	Yes	Yes	Yes
	6	Accepts Visa			No	No	No	No	No
	7	Discount when using Visa			N/A	N/A	N/A	N/A	N/A
	8	Number of calendar days			180	180	180	179	179
	9	Submitted Licenses to perform the work			Yes	Yes	Yes	Yes	Yes
	10	Subcontractor List			Yes	Yes	Yes	Yes	Yes

CITY OF PORT ST. LUCIE
CONTRACT #20120011

This CONTRACT, executed this ____ day of _____, 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 **Melvin Bush Construction, Inc.**, 2748 SW Casella Street, Port St. Lucie Florida 34953, Telephone (772) 336-0488 Fax (772) 336-0623, hereinafter called "Contractor", party of the second part.

RECITALS

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

PROJECT SUPERVISOR

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

NOTICES

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

City Contract Administrator: Robyn Holder, CPPB
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984
Telephone: 772-871-5223 Fax: 772-871-7337
Email: rholder@cityofpsl.com

SECTION I
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work which the Contractor has agreed to perform pursuant to the E-Bid Specifications, Construction Plans prepared by the Utilities Department dated November 2011 consisting of pages 1 – 10, Attachments A & B, Appendix A - E, all PSLUSD Standards Manual 2010 Edition (effective 3/1/10) and all PSLUSD Standard Details, Qualified Products List, and all associated permits are made a part of this Contract for the Replacement of Southport #4 Lift Station and Force main Replacement entitled E-Bid #20120011.

**SECTION II
TIME OF PERFORMANCE**

The Contract Period start date will be _____ and will terminate one hundred (180) calendar days for final completion thereafter on _____. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Supervisor until all work specified in the bid specifications has been rendered.

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

**SECTION III
COMPENSATION**

The total amount to be paid by the City to the Contractor is on a per unit price basis at **\$459,717.86**, which includes the one time ten-dollar (\$10.00) payment for indemnification as provided in Section V herein. Payments will be disbursed in the following manner:

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

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

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

Southport #4 Replacement & Force Main Replacement

Before issuance of final payment, 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.

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

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

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

SECTION IV CONFORMANCE WITH BID

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

SECTION V INDEMNIFICATION / INSURANCE / BONDS

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

The Contractor shall, on a primary basis and at its sole 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 contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation

Southport #4 Replacement & Force Main Replacement

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

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

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

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

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read. "**City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents, and Contract #20120011 for Southport #4 Lift Station Replacement and Force Main Replacement shall be listed as additionally insured**". Said policies shall be 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 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 Contract 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 Cit. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. All independent contractors and

Southport #4 Replacement & Force Main Replacement

subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

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

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

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

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

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

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

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

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

Southport #4 Replacement & Force Main Replacement

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

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

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

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

**SECTION VII
WORK CHANGES**

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

**SECTION VIII
COMPLIANCE WITH LAWS**

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

**SECTION IX
CLEANING UP**

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

**SECTION X
ACTS OF GOD**

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

**SECTION XI
NOTICE OF PERFORMANCE**

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

**SECTION XII
INSPECTION AND CORRECTION OF DEFECTS**

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

**SECTION XIII
ADDITIONAL REQUIREMENTS**

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

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

**SECTION XIV
LICENSING**

The Contractor warrants that he possesses all licenses and certificates necessary to perform required work and is

Southport #4 Replacement & Force Main Replacement

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 XV 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 XVI ASSIGNMENT

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

SECTION XVII TERMINATION, DELAYS, INCENTIVES AND LIQUIDATED DAMAGES

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 FAILURE TO COMPLETE WORK: Should the Contractor, or in the case of his default the Surety, fail to complete the work within the time stipulated in the Contract, plus such extra time as may have been granted by the City, an amount of **\$1,000.00** (one thousand dollars and no cents) per calendar day shall be assessed to the Contractor by the City as liquidated damages and deducted from the Contractor's monthly pay requests after the default occurs.

**SECTION XVIII
LAW AND VENUE**

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

**SECTION XIX
REIMBURSEMENT FOR INSPECTION**

The Contractor agrees to reimburse the City for any expenditures incurred by the City in the process of testing materials supplied by the Contractor against the specifications under which said materials were procured, if said materials 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 XX
OWNER-FURNISHED PRODUCTS**

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

**SECTION XXI
FIELD CHANGES**

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

**SECTION XXII
APPROPRIATION APPROVAL**

Southport #4 Replacement & Force Main Replacement

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

**SECTION XXIII
RENEWAL OPTION**

Not applicable to this Contract

**SECTION XXIV
ENTIRE AGREEMENT**

The written terms and provisions of this Contract shall supersede 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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Southport #4 Replacement & Force Main Replacement

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

CITY OF PORT ST. LUCIE, FLORIDA

By: _____
City Manager

ATTEST:

By: _____
City Clerk

By: _____
Authorized Representative of Melvin Bush Construction, Inc.

State of: _____ County of: _____

Before me personally appeared: _____
(please print)

Please check one:

Personally known _____

Produced Identification: _____ Identification No. _____
(type of identification)

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

WITNESS my hand and official seal, this _____ day of _____, 2012

Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires: _____.

(seal)

Southport #4 Replacement & Force Main Replacement

Pay Item Number	Item Description	Unit Quantity		Unit Cost	Total Unit Cost
33.3001-1	Indemnification	1.00	LS	\$10.00	\$10.00
33.3001-2	Mobilization, per FDOT Section 101	1.00	LS	\$9,373.00	\$9,373.00
33.3001-3	Maintenance of Traffic (F&I), per applicable FDOT Series 600 Standard Index's	1.00	LS	\$2,500.00	\$2,500.00
33.3001-4	Pre-construction Survey Layout (F&I)	1.00	LS	\$2,200.00	\$2,200.00
33.3001-5	Post Construction Asbuilt Survey (F&I)	1.00	LS	\$2,640.00	\$2,640.00
33.3001-6	Erosion & Pollution Control (F&I), per FDOT Series 102 & 103 Index's	1.00	LS	\$2,500.00	\$2,500.00
33.3001-7	6' Temporary Construction Fencing, including Gates (F&I) & Access for Ballantrae Maintenance	1.00	LS	\$1,230.00	\$1,230.00
33.3001-8	Clearing & Grubbing, (F&I)	1.00	LS	\$2,000.00	\$2,000.00
33.3001-9	Material Proctors (F&I)	4.00	EA	\$93.50	\$374.00
33.3001-10	Density Testing (F&I)	70.00	EA	\$22.00	\$1,540.00
33.3001-11	Concrete Slump & Compression Testing (F&I)	1.00	EA	\$93.50	\$93.50
33.3001-12	Geogrid Turf/Soil Reinforcement (F&I)	1200.00	SF	\$2.15	\$2,580.00
33.3001-13	Performance Turf, per FDOT Section 570, (F&I)	4640.00	SY	\$3.00	\$13,920.00
33.3001-14	Concrete Driveway Turnout, (4000 PSI), (Fiber Mesh), (6" Thick) (F&I)	27.00	SY	\$63.00	\$1,701.00
33.3001-15	Roadway Base (Cemented Coquina), (12" Thick), (F&I)	57.00	SY	\$28.00	\$1,596.00
33.3001-16	Asphaltic Concrete (2" Thick). (SP-12.5), (F&I)	73.00	SY	\$17.60	\$1,284.80
33.3001-17	Asphaltic Concrete (1-1/4" Thick). (FC-9.5), (F&I)	89.00	SY	\$11.00	\$979.00
33.3001-18	Valley Curb, (Class - I Concrete), (F&I)	60.00	LF	\$20.00	\$1,200.00
33.3001-19	Type "D" Curb, (Class - 1 Concrete), (F&I)	40.00	LF	\$15.00	\$600.00
33.3001-20	Tie-into Existing Force Main <12", (F&I)	3.00	EA	\$600.00	\$1,800.00
33.3001-21	Tie-into Existing Force Main 12">, (F&I)	3.00	EA	\$2,400.00	\$7,200.00
33.3001-22	8" C-900, DR-18, PVC, Force Main, (F&I)	2560.00	LF	\$17.70	\$45,312.00

Southport #4 Replacement & Force Main Replacement

33.3001-23	10" C-900, DR-18, PVC, Force Main, (F&I)	10.00	LF	\$23.20	\$232.00
33.3001-24	12" C-900, DR-18, PVC, Force Main, (F&I)	680.00	LF	\$33.20	\$22,576.00
33.3001-25	8" Gate Valve, & Valve Box, (Complete), (F&I)	6.00	EA	\$1,042.00	\$6,252.00
33.3001-26	12" Gate Valve, & Valve Box, (Complete), (F&I)	2.00	EA	\$1,826.00	\$3,653.00
33.3001-27	D.I.P. Fittings, (C-153), (350 PSI), (Epoxy Lined), (F&I)	2.0000	TN	\$16,212.58	\$32,425.16
33.3001-28	2" Automatic Air Release Valve, with above ground enclosure, (F&I)	2.00	EA	\$5,062.50	\$10,125.00
33.3001-29	Pipe Abatement, <12", (Complete), (F&I)	2930.00	LF	\$4.40	\$12,892.00
33.3001-30	Tie-into Existing Manhole, (Complete), (F&I)	1.00	EA	\$3,450.00	\$3,450.00
33.3001-31	10" C-900, DR-18, PVC, Gravity Sewer, (F&I)	38.00	LF	\$66.60	\$2,530.80
33.3001-32	6" SDR-26 Sewer Service, with Clean-out, (F&I)	1.00	EA	\$612.80	\$612.80
33.3001-33	By-pass Pumping & Conversion of Existing Lift Station to a Manhole, (Complete), (F&I)	1.00	LS	\$19,105.00	\$19,105.00
33.3001-34	10' Diameter Lift Station (Complete), (F&I)	1.00	LS	\$183,399.15	\$183,399.15
33.3001-35	Lift Station Control Panel (4' x 4'), (Install Only)	1.00	LS	\$1,804.00	\$1,804.00
33.3001-36	L.S. Control Panel & Flood Light Support System and Appurtenances, (Complete), (F&I)	1.00	LS	\$38,795.20	\$38,795.20
33.3001-37	150 AMP Electrical Service (Complete), (F&I)	1.00	LS	\$5,720.00	\$5,720.00
33.3001-38	6' Chain Link Fence, with 20' one piece rolling gate	1.00	LS	\$5,359.20	\$5,359.20
33.3001-39	Water Service, Pressure Transducer, & Hose Bib, (Complete), (F&I)	1.00	LS	\$1,420.25	\$1,420.25
33.3001-40	Remove & Reinstall Existing Fencing & Concrete Pedistals, (Complete), (F&I)	1.00	LS	1200	\$1,200.00
33.3001-41	2" Sch 80 PVC Conduit & Sweeps, (F&I)	80.00	LF	\$14.30	\$1,144.00
33.3001-42	3" Sch 80 PVC Conduit & Sweeps, (F&I)	140.00	LF	\$9.15	\$1,281.00
33.3001-43	4" Sch 80 PVC Conduit & Sweeps, (F&I)	640.00	LF	\$3.00	\$1,920.00

Southport #4 Replacement & Force Main Replacement

33.3001-44	24" x 36" Fiber Optic Splice Box, (F&I)	1.00	EA	\$1,078.00	\$1,078.00
33.3001-45	17" x 30" Fiber Optic Box, (Existing), (Relocate)	1.00	EA	\$110.00	\$110.00
				TOTAL	\$459,717.86

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E-Bid Documents

AWARDED CONTRACTOR:

- E-Bid Reply from Melvin Bush Construction, Inc.

OTHER REPLIES:

- E-Bid Reply from Felix Associates of Florida, Inc.
- E-Bid Reply from Intercounty Engineering

E-BID #20120011
 ADDENDUM #2E - 12/20/2011
 REVISED E-BID REPLY EXCEL SPREADSHEET

Line Item Number	Pay Item Number	Item Description	Unit Quantity		Unit Cost	Total Unit Cost
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					TOTAL	\$459,717.86

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

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

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

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

as Obligee, hereinafter called the Obligee, in the sum of Five Per Cent of the Bid Amount

Dollars (\$ 5% of Bid),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)

Southport #4 Lift Station Replacement and
Forcemain Replacement, Project # 20120011

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

Signed and sealed this 22nd day of December 2011.

Mary Dember (Witness)

Melvin Bush Construction, Inc. (Principal) (Seal)

Johanne Bush (Title) Vice President

JoAnn H. Bebout (Witness)

Fidelity and Deposit Company of Maryland (Surety) (Seal)

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

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

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

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

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

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Eric D. Barnes

Assistant Secretary

Frank E. Martin Jr.

By:

Frank E. Martin Jr.

Vice President

State of Maryland }
City of Baltimore } ss:

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

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



Constance A. Dunn

Constance A. Dunn

Notary Public

My Commission Expires: July 14, 2015

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

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

CERTIFICATE

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

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

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 22nd day of December, 2011.

Gerald F. Halcy

Assistant Secretary

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

Bid Date 1/12/2012
Bid Number 20120011
Bid Name Southport #4 Lift Station Replacement and Force Main Replacement

Subcontractor List

	<u>Sub-Contractor</u>	<u>Work Description</u>
1	Betsy Lindsay, Inc 7997 SW Jack James Drive Stuart, FL 34997 Ph (772) 286-5753/ Fax (772) 286-5933	Construction Staking As-Built Survey
2	Bellwether Electric P.O. Box 7866 Port St. Lucie, FL 34985 Ph (772) 621-9494 / Fax (772) 621-9164	Electrical
3	Palm City Sod 5350 SW Martin Highway Palm City, FL 34990 Ph (772) 287-5944	Sod / Landscape Replacement
4	Rite Fence Company, Inc 2598 SW Aberdeen Street Port St. Lucie, FL 34953 Ph (772) 340-0777 / Fax (772) 340-7099	Fencing
5	Ardaman & Associates, Inc 460 NW Concourse Place, Unit 1 Port St. Lucie, FL 34986 Ph (772) 878-0072 / Fax (772) 878-0097	Densities
6	Underground Services of America 157 Gregory Place West Palm Beach, FL 33405 Ph (772) 215-6358	Protective Coating

FORMS

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Name: Southport #4 Lift Station Replacement and Force Main Replacement

Project Location: Port St. Lucie, Florida

Project Number 20120011

Project Location: Pine Valley Street, Port St. Lucie, Florida - See Plans

Instructions:

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

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

Certification

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

<u>Five Thousand</u> Dollars	\$5,000.00
(Written)	(Figures)
- The amount listed above has been included within the Base Bid.

Certified: Melvin Bush Construction, Inc

(Company-Contractor)

By: *Melvin Bush*

(President's Signature) Melvin Bush, President

(President's Typed or Printed Name)

Sworn to and subscribed before me in St. Lucie County, Florida on the 12 day of January, 2012.

Mary E. Oehler
NOTARY PUBLIC

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

FORMS

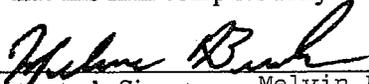
DRUG FREE WORKPLACE FORM

The undersigned Contractor in accordance with Florida Statutes, Section 287.087 hereby certifies that
Melvin Bush Construction, Inc.

(name of business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any states, for a violation occurring in the workplace no later than five days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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



Contractor's Signature Melvin Bush, President

1/12/12
Date



CERTIFICATE OF LIABILITY INSURANCE

MELVIN1 OP ID: NO

DATE (MM/DD/YYYY)

12/13/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd # 130 P.O. Box 5727 Ft. Lauderdale, FL 33310-5727 Michael Gorham	954-776-2222 954-776-4446	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Melvin Bush Construction, Inc. Attn: Johanne Bush 2748 SW Casella Street Port St. Lucie, FL 34953		INSURER A: FCCI Commercial Ins Co	33472
		INSURER B: Bridgefield Employers Ins. Co	10701
		INSURER C: National Trust Insurance Co	20141
		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
C	GENERAL LIABILITY			GL00116631	04/17/11	04/17/12	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> \$1,000 Property						PERSONAL & ADV INJURY \$ 1,000,000
	Damage Deductible						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY			CA00182451	04/17/11	04/17/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							PIP \$ 10,000
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			83026276	01/01/12	01/01/13	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.I. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.I. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.I. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: RFP#20080097-BG, Proposal for Utility Contractors and Specialty Contractors.

CERTIFICATE HOLDER

PORTSAI

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

CANCELLATION

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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AC# 4987240

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L110060701119

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

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

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

CHARLIE CRIST
GOVERNOR

CHARLIE LIEM
INTERIM SECRETARY

DISPLAY AS REQUIRED BY LAW

CITY OF PORT SAINT LUCIE LOCAL BUSINESS TAX RECEIPT
TERM: October 1, 2011 to September 30, 2012

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

This receipt is not valid unless the holder is competent to perform in the business, but that the holder has paid the required tax. Valid and unexpired trade licenses / competency cards are valid for the current fiscal year as required by law. RECEIPTS MUST BE EXHIBITED CONSPICUOUSLY AT YOUR PLACE OF BUSINESS.

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

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

Mary A. Mastros
BUSINESS TAX AUTHORITY

THIS IS A RECEIPT FOR TAX PAID AND IS NOT REGULATORY IN NATURE

LOCAL BUSINESS TAX RECEIPT CIT 8213POR7030 LUCIE Ywhite
Fees: 127.63 Late Fees: 0.00 Total this payment: 127.63

2011 / 2012 **ST. LUCIE COUNTY LOCAL BUSINESS TAX RECEIPT** RECEIPT # 1799-00902146

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

EXPIRES SEPTEMBER 30, 2012

FACILITIES OR MACHINES / ROOMS SEATS EMPLOYEES 30

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

BUSINESS/ Melvin A Bush

DBA NAME Melvin Bush Construction Inc

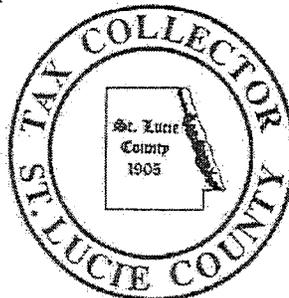
MAILING ADDRESS Melvin Bush
2748 Casella St
Port St Lucie, FL 34952

BUSINESS LOCATION 2748 Casella Street
Port St Lucie, FL 34952

City of Pt St Lucie

RU 0054441

NONEXEMPT



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

Paid 07/25/2011 27.55

0033-20110725-002084

E-Bid Reply Sheet #20120011

Southport #4 Lift Station Replacement and Force Main Replacement

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

DIVISION OF: _____

PHYSICAL ADDRESS: 2748 SW Casella Street

MAILING ADDRESS: 2748 SW Casella Street

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

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

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

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

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

Melvin Bush

President

Johanne Bush

Vice President

Melvin Bush

Treasurer

How long in present business: 23-years How long at present location: 19-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, #2	12/06/11
2A, 2B, 2C, 2D, 2E	12/20/11
#3, 3A	1/05/12

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

5. **BID RESPONSE:**

SP #4 Lift Station & Force Main Replacement

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 Bid Reply Sheet Total from Schedule "A": \$ 459,717.86

5.4 Bidder may offer to the City a project completion date of less than one hundred eighty (180) calendar days. All offers less than one hundred eighty (180) calendar days will be a consideration for award.

180 Calendar days

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

6. LIST OF SUBCONTRACTORS:

Betsy Lindsay, Inc	Rite Fence Company
Bellwether Electric, Inc	Ardaman & Associates
Palm City Sod	Underground Serviced of America

(Add lines if necessary) See Attached Sheet

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

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

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

10. CERTIFICATION

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

SP #4 Lift Station & Force Main Replacement

Johanne Bush 1/12/12
Signature Date

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

Johanne Bush President
Signature Title

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

Johanne Bush
Johanne Bush
Balance of page left intentionally blank

SEALED E-BID #20120011
Southport #4 Lift Station Replacement and Force Main Replacement

Name of Bidder: Melvin Bush Construction, Inc

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

- Drug-Free Workplace Form uploaded to Demandstar
- Trench Safety Act Form uploaded to Demandstar
- 5% Bid Bond (or other form of security) uploaded to Demandstar (the original **MUST** be received within 3 days after the opening)
- E-Bid Reply Sheet #20120011 uploaded to Demandstar
- E-Bid Reply Excel Spreadsheet uploaded to Demandstar
- All pricing has been mathematically reviewed and all corrections have been initialed.
- All price totals have been thoroughly checked.
- Each E-Bid Addendum (when issued) is acknowledged.
- Copy of Insurance Certificate in accordance with Section V of the Contract Form uploaded to Demandstar
- Copy of License uploaded to Demandstar
- Reviewed the Contract and accept all City Terms and Conditions

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

E-BID #20120011
 ADDENDUM #2E - 12/20/2011
 REVISED E-BID REPLY EXCEL SPREADSHEET

Line Item Number	Pay Item Number	Item Description	Unit Quantity	Unit Cost	Total Unit Cost
1	33.3001-1	Indemnification	1.00 LS	\$10.00	\$10.00
2	33.3001-2	Mobilization, per FDOT Section 101	1.00 LS	\$28,740.00	\$28,740.00
3	33.3001-3	Maintenance of Traffic (F&I), per applicable FDOT Series 600 Standard Index's	1.00 LS	\$2,884.00	\$2,884.00
4	33.3001-4	Pre-construction Survey Layout (F&I)	1.00 LS	\$2,466.00	\$2,466.00
5	33.3001-5	Post Construction Asbuilt Survey (F&I)	1.00 LS	\$2,348.00	\$2,348.00
6	33.3001-6	Erosion & Pollution Control (F&I), per FDOT Series 102 & 103 Index's	1.00 LS	\$1,725.00	\$1,725.00
7	33.3001-7	6' Temporary Construction Fencing, including Gates (F&I) & Access for Ballantrae Maintenance	1.00 LS	\$1,292.00	\$1,292.00
8	33.3001-8	Clearing & Grubbing, (F&I)	1.00 LS	\$3,283.00	\$3,283.00
9	33.3001-9	Material Proctors (F&I)	4.00 EA	\$176.00	\$704.00
10	33.3001-10	Density Testing (F&I)	70.00 EA	\$28.00	\$1,960.00
11	33.3001-11	Concrete Slump & Compression Testing (F&I)	1.00 EA	\$118.00	\$118.00
12	33.3001-12	Geogrid Turf/Soil Reinforcement (F&I)	1200.00 SF	\$7.10	\$8,520.00
13	33.3001-13	Performance Turf, per FDOT Section 570, (F&I)	4640.00 SY	\$2.25	\$10,440.00
14	33.3001-14	Concrete Driveway Turnout, (4000 PSI), (Fiber Mesh), (6" Thick) (F&I)	27.00 SY	\$115.00	\$3,105.00
15	33.3001-15	Roadway Base (Cemented Coquina), (12" Thick), (F&I)	57.00 SY	\$71.50	\$4,075.50
16	33.3001-16	Asphaltic Concrete (2" Thick). (SP-12.5), (F&I)	73.00 SY	\$43.50	\$3,175.50
17	33.3001-17	Asphaltic Concrete (1-1/4" Thick). (FC-9.5), (F&I)	89.00 SY	\$33.60	\$2,990.40
18	33.3001-18	Valley Curb, (Class - I Concrete), (F&I)	60.00 LF	\$44.15	\$2,649.00
19	33.3001-19	Type "D" Curb, (Class - 1 Concrete), (F&I)	40.00 LF	\$41.85	\$1,674.00
20	33.3001-20	Tie-into Existing Force Main <12", (F&I)	3.00 EA	\$2,910.00	\$8,730.00
21	33.3001-21	Tie-into Existing Force Main 12">, (F&I)	3.00 EA	\$2,343.00	\$7,029.00
22	33.3001-22	8" C-900, DR-18, PVC, Force Main, (F&I)	2560.00 LF	\$16.30	\$41,728.00
23	33.3001-23	10" C-900, DR-18, PVC, Force Main, (F&I)	10.00 LF	\$34.10	\$341.00
24	33.3001-24	12" C-900, DR-18, PVC, Force Main, (F&I)	680.00 LF	\$34.80	\$23,664.00
25	33.3001-25	8" Gate Valve, & Valve Box, (Complete), (F&I)	6.00 EA	\$1,295.00	\$7,770.00
26	33.3001-26	12" Gate Valve, & Valve Box, (Complete), (F&I)	2.00 EA	\$2,080.00	\$4,160.00
27	33.3001-27	D.I.P. Fittings, (C-153), (350 PSI), (Epoxy Lined), (F&I)	2.0000 TN	\$14,071.00	\$28,142.00
28	33.3001-28	2" Automatic Air Release Valve, with above ground enclosure, (F&I)	2.00 EA	\$3,346.00	\$6,692.00
29	33.3001-29	Pipe Abatement, <12", (Complete), (F&I)	2930.00 LF	\$5.25	\$15,382.50
30	33.3001-30	Tie-into Existing Manhole, (Complete), (F&I)	1.00 EA	\$5,398.00	\$5,398.00
31	33.3001-31	10" C-900, DR-18, PVC, Gravity Sewer, (F&I)	38.00 LF	\$57.50	\$2,185.00
32	33.3001-32	6" SDR-26 Sewer Service, with Clean-out, (F&I)	1.00 EA	\$1,965.00	\$1,965.00
33	33.3001-33	By-pass Pumping & Conversion of Existing Lift Station to a Manhole, (Complete), (F&I)	1.00 LS	\$38,821.00	\$38,821.00
34	33.3001-34	10' Diameter Lift Station (Complete), (F&I)	1.00 LS	\$176,826.00	\$176,826.00
35	33.3001-35	Lift Station Control Panel (4' x 4'), (Install Only)	1.00 LS	\$1,925.00	\$1,925.00
36	33.3001-36	L.S. Control Panel & Flood Light Support System and Appurtenances, (Complete), (F&I)	1.00 LS	\$3,052.00	\$3,052.00
37	33.3001-37	150 AMP Electrical Service (Complete), (F&I)	1.00 LS	\$6,105.00	\$6,105.00
38	33.3001-38	6' Chain Link Fence, with 20' one piece rolling gate	1.00 LS	\$5,721.00	\$5,721.00
39	33.3001-39	Water Service, Pressure Transducer, & Hose Bib, (Complete), (F&I)	1.00 LS	\$3,686.00	\$3,686.00
40	33.3001-40	Remove & Reinstall Existing Fencing & Concrete Pedistals, (Complete), (F&I)	1.00 LS	1067	\$1,067.00
41	33.3001-41	2" Sch 80 PVC Conduit & Sweeps, (F&I)	80.00 LF	\$15.25	\$1,220.00
42	33.3001-42	3" Sch 80 PVC Conduit & Sweeps, (F&I)	140.00 LF	\$9.75	\$1,365.00
43	33.3001-43	4" Sch 80 PVC Conduit & Sweeps, (F&I)	640.00 LF	\$3.20	\$2,048.00
44	33.3001-44	24" x 36" Fiber Optic Splice Box, (F&I)	1.00 EA	\$1,150.00	\$1,150.00
45	33.3001-45	17" x 30" Fiber Optic Box, (Existing), (Relocate)	1.00 EA	\$118.00	\$118.00
TOTAL					\$478,449.90

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Felix Associates of Florida, Inc.
8526 SW Kansas Avenue, Stuart, FL 34997

as Principal, hereinafter called the Principal, and Arch Insurance Company
Three Parkway, Suite 1500, Philadelphia, PA 19102

a corporation duly organized under the laws of the State of MO

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 Oblgee, hereinafter called the Oblgee, 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 Southport #4 lift station replacement & force main replacement, E-Bid No. 20120011/RH

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

Signed and sealed this 20th day of December, 2011

Pagan
(Witness)

Felix Associates of Florida, Inc. (Principal) (Seal)
By: U. Pagan (Title)

Thomas Pagan
(Witness)



Arch Insurance Company (Surety) (Seal)
By: Susan Lupski (Title)
Attorney-in-Fact
NON-RESIDENT FLORIDA LICENSE NO. P 186538

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

Camille Maillard, George O. Brewster, Thomas Bean, Gerard S. Macholz, Rita Sagistano, Susan Lupski, Colette R. Chisholm and Robert T. Pearson of Garden City, NY (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, (true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED. That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

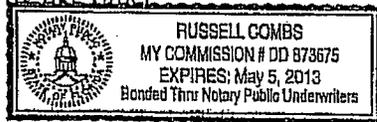
This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED. That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

ACKNOWLEDGEMENT OF PRINCIPAL - IF A CORPORATION

STATE OF Florida } SS
COUNTY OF Miami }

On this 11 day of January, 2012 before me personally appeared VINCENT AMAR to be known, who, being by me duly sworn, did depose and say; that he/she resides at Jupiter, Florida, that he/she is the President of FELIX ASSOC. OF FL. INC. the corporation described in and which executed the within insurance instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.



Handwritten signature of the notary public.

ACKNOWLEDGEMENT FOR PRINCIPAL, IF LIMITED LIABILITY COMPANY

STATE OF } SS
COUNTY OF }

On this day of before me personally appeared to me known and known to me to be the of a Limited Liability Company, described in and who executed the foregoing insurance instrument and acknowledged to me that he/she executed the foregoing insurance instrument and acknowledged to me that he/she executed the same as and for the act and deed of said Limited Liability Company.

ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF NEW YORK } SS
COUNTY OF NASSAU }

On this DECEMBER 20, 2011, before me personally came SUSAN LUPSKI to me known, who, being by me duly sworn, did depose and say; that he/she resides in NASSAU COUNTY, State of New York, at he/she is the Attorney-In-Fact of the ARCH INSURANCE COMPANY the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to ARCH INSURANCE COMPANY (Surety) his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such; and that such certificate has not been revoked.

GRACE ACKERSON
Notary Public, State of New York
No. 01AC6111590
Qualified In Nassau County
Commission Expires June 14, 2012

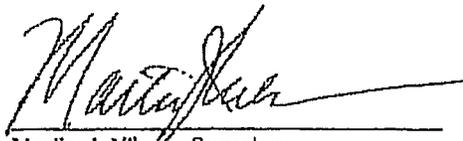
Notary Public

NY acknowledgment

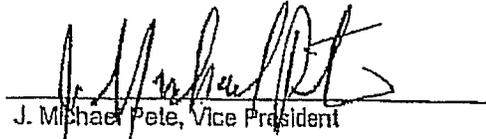
In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 30th day of September, 2010.

Arch Insurance Company

Attested and Certified


Martin J. Nilsen, Secretary

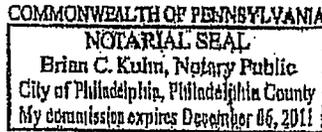


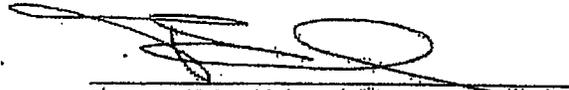

J. Michael Pete, Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Brian C. Kuhn, a Notary Public, do hereby certify that Martin J. Nilsen and J. Michael Pete personally known to me to be the same persons whose names are respectively as Secretary and Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

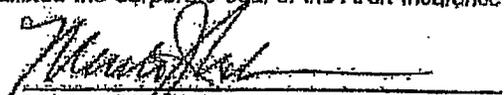



Brian C. Kuhn, Notary Public
My commission expires 12-06-2011

CERTIFICATION.

I, Martin J. Nilsen, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated September 30, 2010 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said J. Michael Pete, who executed the Power of Attorney as Vice President, was on the date of execution of the attached Power of Attorney the duly elected Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 20TH day of DECEMBER, 2011.


Martin J. Nilsen, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

**Arch Surety
3 Parkway, Ste. 1500
Philadelphia, PA 19102**



ARCH INSURANCE COMPANY
STATEMENT OF FINANCIAL CONDITION
December 31, 2010

Assets

Cash in Banks	\$ 89,745,330
Bonds owned	1,058,858,067
Stocks	367,471,706
Premiums in course of collection	146,975,596
Accrued interest and other assets	200,442,870
Total Assets	\$ 1,925,002,645

Liabilities

Reserve for losses and adjustment expenses	\$ 681,880,663
Reserve for unearned premiums	139,394,255
Contracted reinsurance premiums payable	92,728,269
Amounts withheld or retained by company for account of others	142,242,640
Reserve for taxes, expenses and other liabilities	265,558,083
Total Liabilities	1,312,219,778

Surplus as regards policyholders

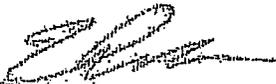
1,312,219,778

Total Surplus and Liabilities

615,782,867

\$ 1,925,002,645

By:



Senior Vice President, Chief
Financial Officer and Treasurer

Attest: 

Senior Vice President, Secretary
and General Counsel

State of New York)

SS

County of Nassau)

Thomas James Ahern and Martin John Nilson, being duly sworn, say that they are Senior Vice President and Chief Financial Officer and Secretary, respectively, of ARCH INSURANCE COMPANY, Inc. and that the foregoing is a true and correct statement of financial condition of said company, as of December 31, 2010.

Subscribed and sworn to before me, this 12th day of March, 2011

Notary Public

BERNARD D. NICOLA
Notary Public
for the State of New York
My Commission Expires 03/31/12

E-Bid Reply Sheet #20120011

Southport #4 Lift Station Replacement and Force Main Replacement

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

DIVISION OF:

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

MAILING ADDRESS: 8526 S.W. KANSAS AVE.

CITY, STATE, ZIP CODE: STUART, FLA. 34997

TELEPHONE NUMBER: () 772.220.2722 FAX NO. () 772.220.2728

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

2. ORGANIZATIONAL PROFILE: (complete all appropriate information)

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

Vincent J. Amato U. Amato President

John Breslin Treasurer

John Breslin Treasurer

Treasurer

How long in present business: 24 yrs How long at present location: 24 yrs

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

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

Addendum Number	Date Issued
#1	12.6.11
#2A, 2, 2B, 2C, 2D, 2E	12.20.11
#3, 3A	1.5.12

U. Amato

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

5. BID RESPONSE:

SP #4 Lift Station & Force Main Replacement

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

U. P.

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

5.3 Bid Reply Sheet Total from Schedule "A": \$ 478,449.90

5.4 Bidder may offer to the City a project completion date of less than one hundred eighty (180) calendar days. All offers less than one hundred eighty (180) calendar days will be a consideration for award.

180 Calendar days

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

6. LIST OF SUBCONTRACTORS:

- NATURES keeper (500) Underground Services of America (Contracting)
 - BALWETHEN ELECT. Dunkleburg (Testing)
 - VALLON
- (Add lines if necessary)

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

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

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

10. CERTIFICATION

This bid is submitted by: Name (print) VINCENT J. AQUARO Pres. 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.

SP #4 Lift Station & Force Main Replacement

U. Am _____ Date 1/11/12
Signature

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

U. Am _____ Title Pres.
Signature

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

FORMS

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Name: Southport #4 Lift Station Replacement and Force Main Replacement

Project Location: Port-St. Lucie, Florida

Project Number 20120011

Project Location: Pine Valley Street, Port St. Lucie, Florida - See Plans

Instructions:

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

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

Certification

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

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

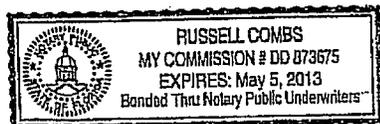
10,000.00 Dollars TEN THOUSAND DOLLARS and 00 (Written) (Figures) 100

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

Certified: Felix Associates of Florida, LLC
(Company-Contractor)

By: V. Amato Vincent Amato
(President's Signature) (President's Typed or Printed Name)

Sworn to and subscribed before me in Martin County, Florida on the 11 day of Jan. 20 12.



Rosen
NOTARY PUBLIC

FORMS

DRUG FREE WORKPLACE FORM

The undersigned Contractor in accordance with Florida Statutes, Section 287.087 hereby certifies that
FELIX Associates of Fla, Inc does:

(name of business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any states, for a violation occurring in the workplace no later than five days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

U. Am
Contractor's Signature

1.12.12
Date



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

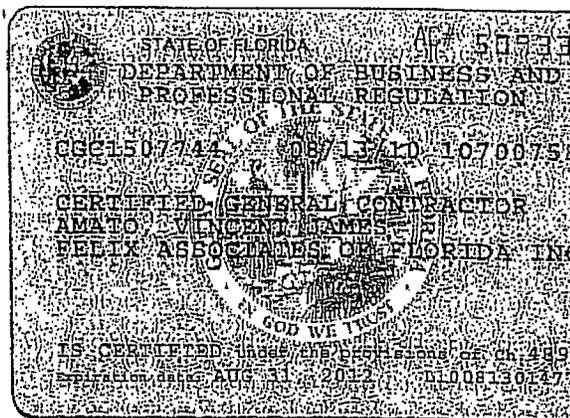
(850) 487-1395

AMATO, VINCENT JAMES
FELIX ASSOCIATES OF FLORIDA INC
124 ORION CIRCLE
JUPITER FL 33477

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

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

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



DETACH HERE

AC# 5093302

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# 1100813014

DATE	BATCH NUMBER	LICENSE NBR	TITLE
08/13/2010	107007585	CGC1507744	

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489, FS.
Expiration date: AUG 31, 2012

AMATO, VINCENT JAMES
FELIX ASSOCIATES OF FLORIDA INC
335 CENTER AVE
MAMARONECK NY 10543

CHARLIE CRIST
GOVERNOR

CHARLIE LIEM
SECRETARY

SEALED E-BID #20120011
Southport #4 Lift Station Replacement and Force Main Replacement

Name of Bidder: Felix Associates of Florida, LLC.

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

- Drug-Free Workplace Form uploaded to Demandstar
- Trench Safety Act Form uploaded to Demandstar
- 5% Bid Bond (or other form of security) uploaded to Demandstar (the original **MUST** be received within 3 days after the opening)
- E-Bid Reply Sheet #20120011 uploaded to Demandstar
- E-Bid Reply Excel Spreadsheet uploaded to Demandstar
- All pricing has been mathematically reviewed and all corrections have been initialed.
- All price totals have been thoroughly checked.
- Each E-Bid Addendum (when issued) is acknowledged.
- Copy of Insurance Certificate in accordance with Section V of the Contract Form uploaded to Demandstar
- Copy of License uploaded to Demandstar
- Reviewed the Contract and accept all City Terms and Conditions

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

E-BID #20120011
ADDENDUM #2E - 12/20/2011
REVISED E-BID REPLY EXCEL SPREADSHEET

Line Item Number	Pay Item Number	Item Description	Unit Quantity		Unit Cost	Total Unit Cost
1	33.3001-1	Indemnification	1.00	LS	\$10.00	\$10.00
2	33.3001-2	Mobilization, per FDOT Section 101	1.00	LS	\$25,914.00	\$25,914.00
3	33.3001-3	Maintenance of Traffic (F&I), per applicable FDOT Series 600 Standard Index's	1.00	LS	\$3,500.00	\$3,500.00
4	33.3001-4	Pre-construction Survey Layout (F&I)	1.00	LS	\$2,400.00	\$2,400.00
5	33.3001-5	Post Construction Asbuilt Survey (F&I)	1.00	LS	\$2,400.00	\$2,400.00
6	33.3001-6	Erosion & Pollution Control (F&I), per FDOT Series 102 & 103 Index's	1.00	LS	\$1,680.00	\$1,680.00
7	33.3001-7	6' Temporary Construction Fencing, including Gates (F&I) & Access for Ballantrae Maintenance	1.00	LS	\$1,560.00	\$1,560.00
8	33.3001-8	Clearing & Grubbing, (F&I)	1.00	LS	\$4,400.00	\$4,400.00
9	33.3001-9	Material Proctors (F&I)	4.00	EA	\$150.00	\$600.00
10	33.3001-10	Density Testing (F&I)	70.00	EA	\$77.00	\$5,390.00
11	33.3001-11	Concrete Slump & Compression Testing (F&I)	1.00	EA	\$678.00	\$678.00
12	33.3001-12	Geogrid Turf/Soil Reinforcement (F&I)	1200.00	SF	\$5.80	\$6,960.00
13	33.3001-13	Performance Turf, per FDOT Section 570, (F&I)	4640.00	SY	\$3.00	\$13,920.00
14	33.3001-14	Concrete Driveway Turnout, (4000 PSI), (Fiber Mesh), (6" Thick) (F&I)	27.00	SY	\$31.00	\$837.00
15	33.3001-15	Roadway Base (Cemented Coquina), (12" Thick), (F&I)	57.00	SY	\$30.00	\$1,710.00
16	33.3001-16	Asphaltic Concrete (2" Thick). (SP-12.5), (F&I)	73.00	SY	\$29.00	\$2,117.00
17	33.3001-17	Asphaltic Concrete (1-1/4" Thick). (FC-9.5), (F&I)	89.00	SY	\$15.00	\$1,335.00
18	33.3001-18	Valley Curb, (Class - I Concrete), (F&I)	60.00	LF	\$15.00	\$900.00
19	33.3001-19	Type "D" Curb, (Class - 1 Concrete), (F&I)	40.00	LF	\$14.00	\$560.00
20	33.3001-20	Tie-into Existing Force Main <12", (F&I)	3.00	EA	\$1,770.00	\$5,310.00
21	33.3001-21	Tie-into Existing Force Main 12">, (F&I)	3.00	EA	\$2,200.00	\$6,600.00
22	33.3001-22	8" C-900, DR-18, PVC, Force Main, (F&I)	2560.00	LF	\$24.50	\$62,720.00
23	33.3001-23	10" C-900, DR-18, PVC, Force Main, (F&I)	10.00	LF	\$38.00	\$380.00
24	33.3001-24	12" C-900, DR-18, PVC, Force Main, (F&I)	680.00	LF	\$40.00	\$27,200.00
25	33.3001-25	8" Gate Valve, & Valve Box, (Complete), (F&I)	6.00	EA	\$1,204.00	\$7,224.00
26	33.3001-26	12" Gate Valve, & Valve Box, (Complete), (F&I)	2.00	EA	\$2,288.00	\$4,576.00
27	33.3001-27	D.I.P. Fittings, (C-153), (350 PSI), (Epoxy Lined), (F&I)	2.0000	TN	\$12,700.00	\$25,400.00
28	33.3001-28	2" Automatic Air Release Valve, with above ground enclosure, (F&I)	2.00	EA	\$4,382.00	\$8,764.00
29	33.3001-29	Pipe Abatement, <12", (Complete), (F&I)	2930.00	LF	\$7.80	\$22,854.00
30	33.3001-30	Tie-into Existing Manhole, (Complete), (F&I)	1.00	EA	\$10,259.00	\$10,259.00
31	33.3001-31	10" C-900, DR-18, PVC, Gravity Sewer, (F&I)	38.00	LF	\$149.00	\$5,662.00
32	33.3001-32	6" SDR-26 Sewer Service, with Clean-out, (F&I)	1.00	EA	\$1,760.00	\$1,760.00
33	33.3001-33	By-pass Pumping & Conversion of Existing Lift Station to a Manhole, (Complete), (F&I)	1.00	LS	\$22,675.00	\$22,675.00
34	33.3001-34	10' Diameter Lift Station (Complete), F&I)	1.00	LS	\$162,900.00	\$162,900.00
35	33.3001-35	Lift Station Control Panel (4' x 4'), (Install Only)	1.00	LS	\$4,535.00	\$4,535.00
36	33.3001-36	L.S. Control Panel & Flood Light Support System and Appurtenances, (Complete), (F&I)	1.00	LS	\$3,240.00	\$3,240.00
37	33.3001-37	150 AMP Electrical Service (Complete), (F&I)	1.00	LS	\$6,480.00	\$6,480.00
38	33.3001-38	6' Chain Link Fence, with 20' one piece rolling gate	1.00	LS	\$12,900.00	\$12,900.00
39	33.3001-39	Water Service, Pressure Transducer, & Hose Bib, (Complete), (F&I)	1.00	LS	\$2,660.00	\$2,660.00
40	33.3001-40	Remove & Reinstall Existing Fencing & Concrete Pedistals, (Complete), F&I)	1.00	LS	1672	\$1,672.00
41	33.3001-41	2" Sch 80 PVC Conduit & Sweeps, (F&I)	80.00	LF	\$15.60	\$1,248.00
42	33.3001-42	3" Sch 80 PVC Conduit & Sweeps, (F&I)	140.00	LF	\$10.00	\$1,400.00
43	33.3001-43	4" Sch 80 PVC Conduit & Sweeps, (F&I)	640.00	LF	\$3.00	\$1,920.00
44	33.3001-44	24" x 36" Fiber Optic Splice Box, (F&I)	1.00	EA	\$1,296.00	\$1,296.00
45	33.3001-45	17" x 30" Fiber Optic Box, (Existing), (Relocate)	1.00	EA	\$240.00	\$240.00
					TOTAL	\$488,746.00

FORMS

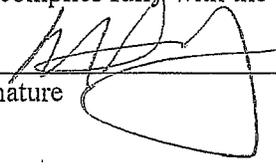
DRUG FREE WORKPLACE FORM

The undersigned Contractor in accordance with Florida Statutes, Section 287.087 hereby certifies that Intercounty Engineering Inc does:

(name of business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any states, for a violation occurring in the workplace no later than five days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Maurice A Hynes, 
Contractor's Signature

01-12-2012
Date

FORMS

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Name: Southport #4 Lift Station Replacement and Force Main Replacement

Project Location: Port St. Lucie, Florida

Project Number 20120011

Project Location: Pine Valley Street, Port St. Lucie, Florida - See Plans

Instructions:

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

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

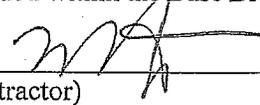
Certification

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

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

\$100.00 Dollars (Written) (Figures)
One Hundred Dollars

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

Certified: Intercounty Engineering Inc 
(Company-Contractor)

By: Maurice A Hynes, Secretary and President
(President's Signature)
(President's Typed or Printed Name)

Sworn to and subscribed before me in Brevard County, Florida on the 12 day of Jan, 2011.

Lori S. Roy
NOTARY PUBLIC
NOTARY PUBLIC STATE OF FLORIDA
Lori S. Roy
Commission # DD834054
Expires: JAN. 23, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

BOND # BB03283

KNOW ALL MEN BY THESE PRESENTS, that we
Intercounty Engineering, Inc.
1925 NW 18 Street
Pompano Beach, FL 33069
as Principal, hereinafter called the Principal, and
International Fidelity Insurance Company
One Newark Center, 20th Floor, Newark, NJ 07102
a corporation duly organized under the laws of the State of NJ as Surety; hereinafter called the Surety, are held and firmly
bound unto City of Port St. Lucie
121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984

as 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 Southport #4 Lift Station & force Main
Replacement

(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, if the
Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such
larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid then this
obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 11 day of January 2012

Intercounty Engineering, Inc.

(Principal) (Seal)

(Witness)

(Title) Maurice A. Hynes President

International Fidelity Insurance Company

(Surety) (Seal)

(Witness)

(Title) Robert Barra Attorney In Fact

AIA 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

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

FOR BID BOND/RIDER/CONSENTS/AFFIDAVITS

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

ROBERT BARRA

Coral Springs, FL.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,

(2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 29th day of August, A.D. 2003.

STATE OF NEW JERSEY
County of Essex

INTERNATIONAL FIDELITY INSURANCE COMPANY

[Handwritten Signature]
Secretary

On this 29th day of August 2003, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

[Handwritten Signature]

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 21, 2010

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 11 day of January 2012

[Handwritten Signature]
Assistant Secretary

E-Bid Reply Sheet #20120011

Southport #4 Lift Station Replacement and Force Main Replacement

1. COMPANY NAME: Intercounty Engineering Inc

DIVISION OF:

PHYSICAL ADDRESS: 1925 N.W. 18th street, Pompano Beach, FL 33069

MAILING ADDRESS: 1925 N.W. 18th street, Pompano Beach, FL 33069

CITY, STATE, ZIP CODE: Pompano Beach, Florida- 33069

TELEPHONE NUMBER: () 954-972-9800 FAX NO. () 954-974-0042

CONTACT PERSON: Maurice A Hynes, Secretary and President E-MAIL: mhynes@intercountyengineering.com

2. ORGANIZATIONAL PROFILE: (complete all appropriate information)

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

Maurice A Hynes, Secretary and President

President

H.P.Hynes

Vice President

N/A

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:

Table with 2 columns: Addendum Number, Date Issued. Rows include 1,2 (December 6, 2011), 2A,2B,2C,2D,2E (December 20, 2011), 3,3A (January 5, 2012).

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

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 Bid Reply Sheet Total from Schedule "A": \$ 488,746.00.

5.4 Bidder may offer to the City a project completion date of less than one hundred eighty (180) calendar days. All offers less than one hundred eighty (180) calendar days will be a consideration for award.

179 Calendar days

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

6. LIST OF SUBCONTRACTORS:

ALL ELECTRIC INC : ELECTRICAL
BATTAGLIA LAND SURVEYORS: SURVEY & AS-BUILT

(Add lines if necessary)

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

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

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

10. CERTIFICATION

This bid is submitted by: Name (print) Maurice A Hynes, Secretary and President 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.

SP #4 Lift Station & Force Main Replacement

Maurice A Hynes
Signature



01-12-2012
Date

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

Signature



Maurice A Hynes, Secretary and 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

ACORDTM CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 12/19/2011
PRODUCER (305)822-7800 FAX (305)558-4294 Collinsworth, Alter, Fowler & French LLC 8000 Governors Square Blvd Suite 301 Miami Lakes, FL 33016		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED		INSURERS AFFORDING COVERAGE
Intercounty Engineering, Inc. 1925 NW 18th Street Pompano Beach, FL 33069		INSURER A: National Trust Insurance Co
		INSURER B: FCCI Insurance Company
		INSURER C:
		INSURER D:
		INSURER E:
		NAIC #

COVERAGES

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

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	GL00101662	04/13/2011	04/13/2012	EACH OCCURRENCE	\$ 1,000,000
		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)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AUTO ONLY: AGG	\$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	UMB0012153	04/13/2011	04/13/2012	EACH OCCURRENCE	\$ 2,000,000
		<input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				AGGREGATE	\$ 2,000,000
							\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	001WC11A65736	01/01/2012	01/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
		OTHER				E.L. EACH ACCIDENT	\$ 100,000
						E.L. DISEASE - EA EMPLOYEE	\$ 100,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

A Standard 30 day notice of cancellation is provided, except 10 days for non-payment of premium.

CERTIFICATE HOLDER City of Port St. Lucie, Political Subdivision of the state of Florida, Its officers, employees and agents, and contract # 20120011 for southport #4 Lift station Replacement and Force Main Replacement	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE David Alter/VICKY <i>David Alter</i>
--	---

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/06/2011

PRODUCER (305)822-7800 FAX (305)558-4294
Collinsworth, Alter, Fowler & French LLC
8000 Governors Square Blvd
Suite 301
Miami Lakes, FL 33016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Intercounty Engineering, Inc.
1925 NW 18th Street
Pompano Beach, FL 33069

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: National Trust Insurance Co

INSURER B: FCCI Insurance Group

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	GL00101662	04/13/2011	04/13/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS/UMBRELLA LIABILITY	UMB0012153	04/13/2011	04/13/2012	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	001WC11A65736	01/01/2011	01/01/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 100,000
	OTHER				E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

A Standard 30 day notice of cancellation is provided, except 10 days for non-payment of premium.

CERTIFICATE HOLDER

City of Port St. Lucie, Political Subdivision of the state of Florida, its officers, Employees and agents, and Contract # 20120011 for Southport #4 Lift Station Replacement and Force Main Replacement

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

David Alter/VICKY

David Alter

BROWARD COUNTY LEGAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000

VALID OCTOBER 1, 2010 THROUGH SEPTEMBER 30, 2011

DBA:
Business Name: INTERCOUNTY ENGINEERING INC

Receipt #: 180-3840
Business Type: GENERAL CONTRACTOR (GENERAL CONTRACTOR)

Owner Name: HYNES H PATRICIA
Business Location: 1925 NW 18 ST
POMPANO BEACH
Business Phone: 954-972-9800

Business Opened: 11/05/1999
State/County/Cert/Reg: CGC045288
Exemption Code: NONEXEMPT

Rooms Seats Employees Machines Professionals



Number of Machines: For Vending Business Only Vending Type: _____

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

**THIS BECOMES A TAX RECEIPT
WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

HYNES H PATRICIA
1925 NW 18 ST
POMPANO BEACH, FL 33069

Receipt #01B-09-00028719
Paid 09/15/2010 27.00

2010 - 2011

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

DATE	BATCH NUMBER	ISSUE TYPE
09/20/2010	10804166	CGC045288

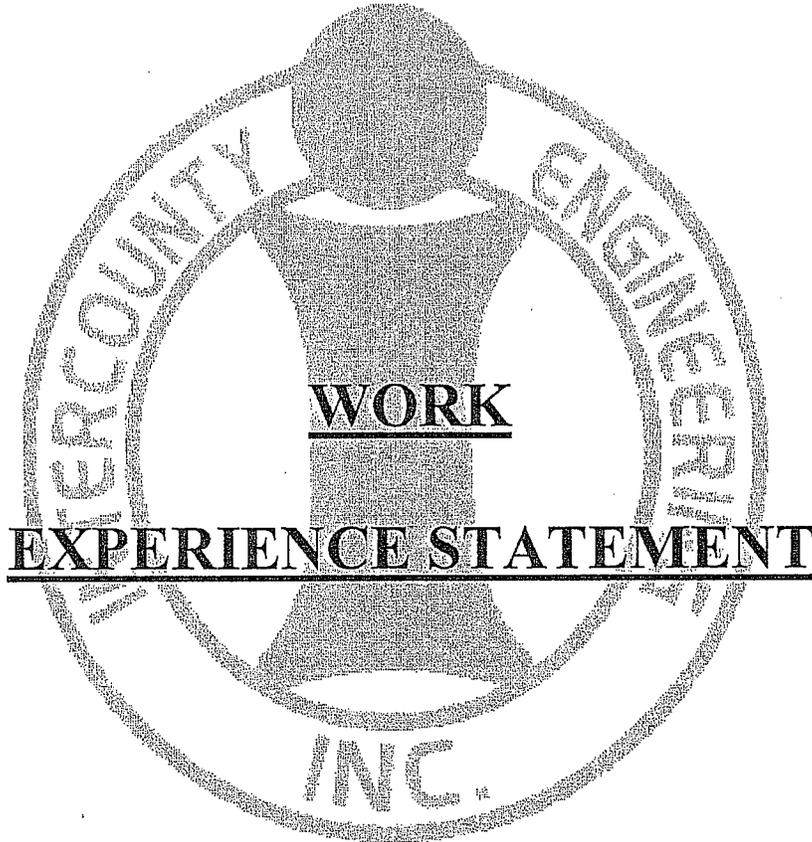
THE GENERAL PUBLIC SHALL BE ADVISED THAT THIS RECEIPT IS VALID FOR THE YEAR 2010-2011.

HYNES H PATRICIA
INTERCOUNTY ENGINEERING INC
1925 NW 18 ST
POMPANO BEACH, FL 33069

CHARLES J. LEIS
COMMISSIONER

SECRETARY

Intercounty Engineering Inc.



1925 NW 18th Street, Pompano Beach, Florida 33069
Phone: 954-972-9800 Fax: 954-974-0042

CURRENT PROJECTS

561-845-0665

**Project: WTP Improvements FPL
Evernia Substation Feed**

Job Description: Construction FPL duct bank at the West Palm Beach Water Treatment Plant. Installation of 24", 12" and 6" Washwater Drain piping.

Owner: City of West Palm Beach
401 Clematis Street
WPB, FL 33401
561-822-2100

Contract Amount: \$ 582,080.00

Engineer: City of West Palm Beach
401 Clematis Street
WPB, FL 33401
Pending Project Manager

Expected Completion Date: TBD

Project: MLK Reclaimed Water Main

Job Description: Installation of new +/- 4200lf of 10" and 6" Reclaimed Water Main including services to properties and roadway restoration.

Owner: City of Delray Beach
434 S Swinton Ave
Delray Beach, FL

GC: Brang Construction Inc.
4300 Oak Circle
Boca Raton, FL
Matt Wolf, PM
561-368-3180

Original Contract Amount \$ 454,368.00

Expected Completion date: 03/2011

Engineer: Kimley-Horn & Assoc., Inc.
4431 Embarcadero Drive
West Palm Beach, FL 33407

Project: Deerfield Beach LS 14,20 & 64

Job Description: Rehabilitation of three existing lift stations, change submersible pumps, City furnished control panels, new valve vaults, piping and restoration.

Original Contract Amount: \$323,505.00

Owner: City of Deerfield Beach
401 SW 4th Street
Deerfield Beach, FL
Fred Scott, PM
cell 954-410-4336

Expected Completion Date: 6/2011

Engineer: None

Project: Design/Build Tamarac Auto Slide Gate System

Job Description: In partnership with engineering firm, design and construction of replacement of existing flap gates with automatic slide gate system at (3) existing storm water pump stations within City of Tamarac. Also includes integration to RTU, aluminum decking and fencing.

Owner: City of Tamarac
6011 Nob Hill Road
Tamarac, FL 33321-6200
Alan Lam, Project Manager
Cell #954-646-7801

Original Contract Amount \$ 482,975.00

Expected Completion Date: June, 2011

Engineer: Mathews Consulting
477 S. Rosemary Ave.
West Palm Beach, FL 33401
Rene Mathews, PE
561-665-6175

Project: Central District Flushing Water System Improvements – Phase 1

Job Description: Installation of new and replacement of existing Flushing Water Piping below ground and within pipe galleries of existing Sanitary Sewer Treatment Plant.

Owner: Miami-Dade Water & Sewer
3071 SW 38th Avenue
Miami, FL 33146
Luis Rojas, PM
Cell 786-402-1292

Original Contract Amount \$ 1,010,210.00

Engineer: Miami-Dade Water & Sewer
Engineering Division
3071 SW 36 Avenue
Miami, FL 33146

Date of Completion: June, 2011

.....
Project: Manatee Bay Elem Underground Storage Tank

Job Description: Replacement of fiberglass underground storage tank.

Owner: The School Board of Broward
County, Florida
1700 SW 14 Court
Ft. Lauderdale, FL 33312

Original Contract Amount \$ 141,509.00

Expected Completion Date: 9/1/11

Engineer: Craven Thompson & Assoc
3565 NW 53 Street
Ft. Lauderdale, FL 33309

.....
Project: Pompano Beach Lift Sta 21 Replacement

Job Description: Construction of Lift Station located within Single story 3800 sf building.

This project includes auger pilings, cast in place below ground valve vault and pipe trench, sanitary sewer main replacement on DOT roadway, new force main, water main, landscaping, Structural, roofing, plumbing, electrical and various components

Owner: City of Pompano Beach
1201 NE 3 Avenue
Pompano Beach, FL
Tammy Good, PM
954-786-5512

Contract Amount: \$ 3,749,000.00

Engineer: Peter Chen, PE
Chen & Associates
500 West Cypress Creek Rd
Ft. Lauderdale, FL 33309
954-730-0707

Date of Completion: 12/2011

.....
Project: S-140 Pump Sta Refurbishment

Job Description: Selective demolition and replacement of precast concrete decking, overhaul (3) existing pumps and (3) gear boxes and install (3) new engines, install new generator, update refurbish electrical and instrumentation.

Owner: South Florida Water Management
3301 Gun Club Road
West Palm Beach, FL 33416

Original Contract Amount \$ 4,450,000.00

Engineer: James T. Reynolds,
Sr. Contract Specialist
3301 Gun Club Road
West Palm Beach, FL 33416
561-682-2813
Jreynold@sfwmd.gov

Date Complete: March, 2012

*** COMPLETED PROJECTS ***

Project: Phase II Systemwide Upgrades
PS A-14, A-40, B-9, D-33, D-35, D-36

Job Description: Rehabilitation of (6) existing pump stations requiring bypass pumping, installation of new pumps and control panels, connections to existing mains and site restoration.

Owner: City of Ft. Lauderdale
200 N Andrews Ave, Ste 300
Ft. Lauderdale, FL 33301

Original Contract Amount \$ 2,715,825.00

Engineer: Walt Schwarz, PE
City of Ft. Lauderdale
200 N Andrews Ave
Ft. Lauderdale, FL
954-426-4008
Wschwarz@ch2m.com

Date Completed: February, 2011

Project: Midway Pump Station

Job Description: Installation of Storm Sewer structures and pipe. Install double 36" HDPE casing pipe via directional drill under 826. Build below ground CIP pump station.

Owner: Miami Dade County
Public Works
111 NW 1st Street, Suite 1510
Miami, FL 33128-1970

Original Contract Amount \$ 4,258,613.60

% of completion: 99%

Engineer: Corzo Castella Carballo
Thompson Salman Engineers
21301 Powerline Road, Suite 311
Boca Raton, FL 33433

Date Complete: February, 2011

Project: Pump Sta #3 Engine Replacement

Job Description: Replacement of (2) diesel engines and Keel Coolers on existing Pump Station.

Owner: Indian Trail Improvement District
13476 61st Street North
West Palm Beach, FL 33412

Original Contract Amount \$ 338,183.00

Engineer: Engenuity Group Inc.
1201 Belvedere Road
West Palm Beach, FL 33405
Mike Hanseter, PE
(561) 655-1151

Date of Completion: August, 2010

Project: Rehabilitation of Storm Water PS OL-1

Job Description: Remove and overhaul existing Pumps, modify existing top slab, install new 16" DIP to existing drainage well, modify existing well to pressure type.

Owner: Village of Key Biscayne
88 W McIntyre Street
Key Biscayne, FL 33149

Original Contract Amount \$ 196,900.00

Date of completion: 9/30/10

Engineer: Sean Compel, P.E.
C3TS
901 Ponce de Leon Blvd
Coral Gables, FL 33134
305-445-2900
Scompel@c3ts.com

Project: Deerfield Beach Lift Sta Rehab
Stations #6, #27 and #61

Job Description: Rehabilitation of (3) existing pump stations, replacement of pumps, install new valve vaults, bypass pumping required.

Owner: City of Deerfield Beach
200 Goolsby Blvd.
Deerfield Beach, FL 33442

Contact: Fred Scott, Utilities
954-410-4336 (cell)
954-480-4403 (office)

Original Contract Amount \$ 426,297.00

Date of Completion: June 30, 2010

Project: Terminal 29 Lift Sta Upgrade

Job Description: Replacement of existing pump station with new wet well, valve vault, pumps and control panel in Port Everglades, Broward County, FL.

Owner: Broward County Public Works
Seaport Engineering & Const Div
1850 Eller Drive
Ft. Lauderdale, FL 33316-4201

Final Contract Amount \$173,966.37

Engineer: Craven Thompson & Assoc
3563 NW 53 Street
Ft. Lauderdale, FL 33309

Contact: Don Shaver, PE
954-739-6400
Dshaver@craventhompson.com

Date of Completion: April 30, 2010

Project: Sanitary Sewer Lift Stations B-3 and 8 Rehabilitation

Job Description: Rehabilitation of two existing pump stations requiring bypass pumping, installation of new pumps, valve vaults and control panels.

Owner: City of Oakland Park
Engineering & Community Dev Dept
5399 N Dixie Highway
Oakland Park, FL 33334

Final Contract Amount \$ 265,863.14

Engineer: Don A. Shaver
Craven Thompson & Assoc
3563 NW 53 Street
Ft. Lauderdale, FL 33309
954-739-6400
Dshaver@craventhompson.com

Date Complete 11/03/09

Project: Area 11A Reclaimed Water System – Contract 2

Job Description: Installation of 18" Reclaimed Water Main open cut and directional drill in downtown Delray Beach. Received early completion bonus.

Owner: City of Delray Beach
434 S Swinton Avenue
Delray Beach, FL 33444
Contact: Rafael C. Ballesterero
Deputy Dir of Construction
561-243-7320
Ballesterero@ci.delray-beach.fl.us

Final Contract Amount \$ 501,420.16

Engineer: Dave Mathews, PE
Mathews Consulting
477 S. Rosemary Ave.
West Palm Beach, FL 33401
561-665-6175
DMathews@Mathewsconsultinginc.com

Date Complete: September 10, 2009

Project: Dania Bch Lift Sta Imprv

Job Description: Rehabilitation of (4) existing pump stations

Owner: City of Dania Beach
100 Dania Beach Blvd
Dania Beach, FL 33004

Contact: Dominic Orlando,
Dir of Public Services
954-924-3740

Final Contract Amount \$ 1,647,751.45

Engineer: Jenna Chamberlain
Calvin Giordano & Assoc
1800 Eller Drive, Suite 600
Ft. Lauderdale, FL 33316
954-921-7781
Jchamberlain@calvin-giordano.com

Date Complete: September 16, 2009

Project: Riverside/Victoria (5) Pump Sta

Job Description: Installation of (5) new pump stations in various areas of Ft. Lauderdale

Owner: City of Ft. Lauderdale Waterworks
200 N Andrews Ave, 3rd Floor
Ft. Lauderdale, FL 33301

Final Contract Amount \$ 1,682,572.23

Engineer: Walt Schwarz
City of Ft. Lauderdale
200 N Andrews Avenue
Ft. Lauderdale, FL
954-426-4008
Wschwarz@ch2m.com

Date Complete: July 29, 2009

Project: Edgewood Pump Sta Pkg #1

Job Description: Installation of (3) new lift stations in various locations in Ft. Lauderdale.

Owner: City of Ft. Lauderdale Waterworks
200 N Andrews Ave, 3rd Floor
Ft. Lauderdale, FL 33301
Wschwarz@ch2m.com

Final Contract Amount \$ 1,000,091.85

Engineer: Walt Schwarz
City of Ft. Lauderdale
200 N Andrews Avenue
Ft. Lauderdale, FL
954-426-4008

Date Complete: November 12, 2007

Project: Boynton Beach Lift Stations

Job Description: Installation of (5) new lift stations in various locations in Boynton Beach.

Owner: City of Boynton Beach
100 E Boynton Beach Blvd.
Boynton Beach, FL 33425
Paul Fleming, PMP
(561) 742-6487
FlemingP@bbfl.us

Final Contract Amount \$ 1,839,243.28

Engineer: Dana Gillette
Erdman Anthony
1402 Royal Palm Bch Blvd,
Bldg 500
Royal Palm Beach, FL 33411
561-753-9723 ext 15
GilletteD@erdmananthony.com

Date Completed: March 31, 2009

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Project: Fiveash Water Treatment Plant

Job Description: Installation of force main yard piping, installation of new sump pumps, electrical panels, new oil/water separator. Installation of guard shack and reconfigure plant entry.

Owner: City of Ft. Lauderdale Waterworks
200 N Andrews Ave, 3rd Floor
Ft. Lauderdale, FL 33301

Final Contract Amount \$ 1,100,812.97

Engineer: Walt Schwarz
City of Ft. Lauderdale
200 N Andrews Avenue
Ft. Lauderdale, FL
954-426-4008

Date Complete: September 11, 2009

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Project: Sewer Area 4, Basins B & C

Job Description: Installation of (18) new sanitary manholes, over 4100 lf of sanitary main and over 5000 lf of 3" force main, asphalt restoration down two dead end streets.

Owner: City of Ft. Lauderdale Waterworks
200 N Andrews Ave, 3rd Floor
Ft. Lauderdale, FL 33301

Final Contract Amount \$ 2,760,028.77

Engineer: Walt Schwarz
City of Ft. Lauderdale
200 N Andrews Avenue
Ft. Lauderdale, FL
954-426-4008

Date Complete: January 15, 2009

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Project: Shady Banks WM Replacement

Job Description: Installation of (3) new FH,

and +/- 1000lf of 6" Water Main

Owner: City of Ft. Lauderdale Waterworks
200 N Andrews Ave, 3rd Floor
Ft. Lauderdale, FL 33301

Final Contract Amount \$ 124,155.32

Engineer: Walt Schwarz
City of Ft. Lauderdale
200 N Andrews Avenue
Ft. Lauderdale, FL
954-426-4008

Date Complete: September 20, 2007

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Project: Septic Area 3, 4 and 5

Job Description: Installation of 4 new pump stations in various locations in City of Fort Lauderdale.

Owner: City of Ft. Lauderdale Waterworks
200 N Andrews Ave, 3rd Floor
Ft. Lauderdale, FL 33301

Final Contract Amount \$ 1,763,978.46

Engineer: Walt Schwarz
City of Ft. Lauderdale
200 N Andrews Avenue
Ft. Lauderdale, FL
954-426-4008

Date Complete: January 24, 2008

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Project: Group 1 Pump Sta Rehab

Job Description: Installation of (5) new pump Stations throughout the City of Ft. Lauderdale.

Owner: City of Ft. Lauderdale Waterworks
200 N Andrews Ave., Suite 300
Ft. Lauderdale, FL 33301
954-426-4008
Walt Schwarz, PE

Final Contract Amount: \$ 1,660,718.66

Engineer: Camp, Dresser & McKee
6365 6th Way, Suite 320
Ft. Lauderdale, FL 33309

Date Complete: January 5, 2009

Project: Group 2 Pump Sta Rehab

Job Description: Installation of (2) new pump Stations and modifications to (2) existing stations throughout the City of Ft. Lauderdale.

Owner: City of Ft. Lauderdale Waterworks
200 N Andrews Ave., Suite 300
Ft. Lauderdale, FL 33301
Walt Schwarz, PE
954-426-4008

Final Contract Amount: \$ 2,101,140.19

Engineer: Camp, Dresser & McKee
6365 6th Way, Suite 320
Ft. Lauderdale, FL 33309

Date Complete: January 31, 2006

Project: Croissant Park, Basin C

Job Description: Installation of 15 Sanitary Manholes and 3652 lf of 8" Sewer main, 82 services, 102 lf 8" DIP WM.

Owner: City of Ft. Lauderdale Waterworks
200 N Andrews Ave, 3rd Floor
Ft. Lauderdale, FL 33301

Contract Amount \$ 729,346.18

Engineer: Walt Schwarz
City of Ft. Lauderdale
200 N Andrews Avenue
Ft. Lauderdale, FL
954-426-4008

Date Complete: April 4, 2007

Project: Country Oaks Lane Improvements

Job Description: Sewage Pump Station, Sanitary Sewer and Watermain and Storm sewer and asphalt paving down dead end street in very tight conditions..

Owner: Palm Beach County
160 Australian Avenue, Suite 405
West Palm Beach, Florida 33406

Original Contact Amount: \$831,660.00
Change Orders to Date: \$ 71,346.79

Engineer: County Engineer's Office
160 Australian Avenue
Hilton Airport Centre, Building #2
West Palm Beach, Florida 33406
Construction Coordination
561-684-4180

Date Complete: November, 2005

Project: North Miami Beach Alley Reconstruction of Alley, Phase 6 - 9

Job Description: Installation of 2" HDPE water main and services in alleyways on six streets. Also included new asphalt in alleys.

Owner: City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, FL 33162-3100

Contact: Jose Casio, PE
305-948-2967 ext 7995
Jose.Casio@CityNMB.com

Contract Amount: \$ 729,346.18
(Phase 6 only)

Engineer: Joaquin Barnes, P.E.
URS Corporation
7650 Corporate Center Drive, Ste 400
Miami, FL 33126-1220
305-262-7466

Date Complete: April 4, 2007

Project: Transite Water Main

Replacement

Job Description: Replacement of transite water pipe with ductile iron in residential community.

Owner: City of West Palm Beach
200 2nd Street
West Palm Beach, FL 33402
(561) 659-8040

Original Contact Amount: \$ 805,196.00
Change Orders: \$ 411,757.00

Engineer: City of West Palm Beach
1000 45 Street, Suite 15
West Palm Beach, FL 33407
561-659-8040
Laura Le, Sr. Project Mgr.

Date Complete: Completed August, 2006

Project: Lift Station #24 Improvements

Job Description: The re-construction of Lift Station #24, furnish and install 1800 linear feet of 6" forcemain, roadway re-surfacing, and the installation of 3500 linear feet of 8" water main.

Owner: City of Pompano Beach
P.O. Drawer 1300
Pompano Beach, Fl 33061
Helen Gray
954-786-4738

Original Contact Amount: \$749,521.00
Change Orders to Date: \$ 42,122.00

Engineer: Chen & Associates
5100 NW 33rd Avenue, Suite 250
Fort Lauderdale, Fl 33309

Date Complete: May 2005

Project: 6th Street West of Dixie Highway Sanitary Sewer

Job Description: Installation of sanitary sewer pipes, manholes, sanitary lateral services and all pavement restoration on 6th Street west of

Dixie Highway.

Owner: City of West Palm Beach
1000 45th Street, Suite 15
West Palm Beach, Fl 33407

Original Contact Amount: \$72,370.00
Change Orders to Date: +\$23,972.00

Engineer: Daniel Roberge – Project Engineer
City of West Palm Beach
Public Utilities Department
1000 45th Street, Suite 15
West Palm Beach, Florida 33407
Phone: 561-659-8040

Date Completed: February 2004

Project: Tropic Vista Water Distribution System

Job Description: Installation of Water Distribution System

Owner: Village of Tequesta
250 Tequesta Drive, Suite 300
Tequesta, Fl 33469
561-575-6200

Original Contact Amount: \$263,202.79

Engineer: Arcadis Reese, Macon & Assoc, Inc.
6415 Lake Worth Road, Suite 307
Lake Worth, Florida 33463-2907
Tom Jensen, PE
Phone: (561)-433-3226

Date Complete: May 2005

Project: Pump Stations 2003 PS 21 & 45

Job Description: Rehabilitation of Pump Station 21. Install via tremie a 10' wetwell 30 Feet deep. Tie into existing wetwell. Install 3 new pumps and new valves in a new valve vault. Tie into 12" forcemain. Install new control panel and new Geoblock driveway

Owner: City of Lauderhill
2000 City Hall Drive

Lauderhill, Fl 33313

Contact Person: Brian Shields, P.E.
City of Lauderhill
2101 N.W. 49th Avenue
Lauderhill, Fl 33313
Phone: 954-730-2960 extension 4225

Original Contact Amount: \$349,725.00
Change Orders: \$26,419.28

Engineer: Williams, Hatfield & Stoner, Inc.
2101 North Andrews Ave, Suite 300
Fort Lauderdale, Florida 33311
Jim Davis, P.E.

Date Complete: July 2004

.....
Project: Sewer Main Repair, NW 21st Avenue & Oakland Park Blvd.

Job Description: Repair existing 8" gravity sewer.

Owner: City of Oakland Park
3650 NE 12th Avenue
Oakland Park, Fl 33334

Original Contact Amount: \$325,000.00

Engineer: Williams, Hatfield & Stoner, Inc.
2101 North Andrews Ave, Suite 300
Fort Lauderdale, Florida 33311
Jim Davis, P.E.

Date Complete: October 2003

.....
Project: Seacoast Lift Station No. 21 Force Main Relocation

Job Description: Install approximately 2,200 feet 12" forcemain including an 18" HDPE directional drill crossing of Earman River, a 24" jack and bore crossing of Northlake Blvd., and a new 12' diameter lift station via tremie method to 30'.

Owner: Seacoast Utility Authority
4200 Hood Road
Palm Beach Gardens, Fl 33410

Contact Person: Jim Lance, P.M.
Seacoast Utility Authority
4200 Hood Road
Palm Beach Gardens, Fl 33410
Phone: 561-627-2900 extension 347
jlance@sua.com

Original Contact Amount: \$1,033,730.00
Change Orders: \$7,773.53

Engineer: CPH Engineers, Inc.
3565 SW Corporate Parkway
Palm City, Florida 34990
Phone: 772-283-8704

Date Complete: June 2004

.....
Project: Community Enhancement Project – Phase I

Job Description: Install new stormwater pump station, valve vault, two injection wells and 250lf of 30" HDPE pipe with fittings.

Owner: Town of Bay Harbor Island
Bay Harbor, Florida

Original Contract Amount: \$501,000.00

Engineer: Kimley-Horn & Assoc, Inc.
5100 N.W. 33rd Avenue, Suite 157
Fort Lauderdale, Fl 33304
Mr. Gary R. Ratay, P.E.
954-739-2233

Date Completed: June 2004

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Project: Drainage Systems Improvement

Job Description: Construction of French Drainage Systems

Owner: City of Pompano Beach
1201 NE 5th Street
Pompano Beach, Fl 33061

Contact Person: Mr. Don Jennsen, P.E.
City of Pompano Beach
1201 NE 5th Street
Pompano Beach, Fl 33061

Phone: 954-786-4508

Environmental Services Dept.
561-243-7320

Original Contract Amount: \$434,779.00

Engineer: PBS & J Consultants
2101 NW 107th Avenue
Miami, Fl 33172
Ken Coban, P.E.
305-592-7275

Date Completed: April 2003

Project: Drainage Systems Improvement

Job Description: Construction of French Drainage Systems

Owner: City of Pompano Beach
1201 NE 5th Street
Pompano Beach, Fl 33061

Contact Person: Mr. Don Jensen, P.E.
City of Pompano Beach
1201 NE 5th Street
Pompano Beach, Fl 33061
Phone: 954-786-4508

Original Contract Amount: \$498,370.00

Engineer: PBS & J Consultants
2101 NW 107th Avenue
Miami, Fl 33172
Ken Coban, P.E.
305-592-7275

Date Completed: July 2003

Project: Municipal Golf Course Reclaimed Watermain

Job Description: Install 24" & 8" watermain across City golf course including 2 valve vaults for 8" mag meters and 3 pig launch devices.

Owner: City of Delray Beach
Environmental Services Dept.
434 South Swinton Ave.
Delray Beach, Florida 33444

Contact Person: Rafael C. Ballestero
Director of Construction

Original Contract Amount: \$ 271,364.00

Engineer: Mathews Consulting, Inc.
1475 Centerpark Blvd. Ste. 250
West Palm Beach, Fl. 33401
(561) 478-7961

Date Complete: June 2003

Project: Phase II New Saltwater Pumping System

Job Description: Construct Saltwater Vacuum Assist Pump Station, including 1200 lf of 16" HDPE suction line & 12" discharge line.

Owner: Lost Tree Village Property Owners Association

Contact Person: John McKune P.E.
Phone: 954-752-5960
Fax: 954-752-6730

Original Contract Amount: \$351,819.00

Engineer: Gee & Jenson
11575 Heron Bay Blvd., Suite 106
Coral Springs, Fl 33076

Date Complete: October 11th 2002

Project: North Course Drive, Water Main, Pompano Beach, Fl.

Job Description 20" Aerial Water Main Crossing 700' x 20" HDPE Directional Bore, and 400' of 20" DIP Pipe with two tie ins.

Owner: City of Pompano Beach
1201 NE 5th Street
Pompano Beach, Fl 33061

Contact Person: Clayton Young, P.M.
City of Pompano Beach
1201 NE 5th Street
Pompano Beach, Fl 33061
Phone: 954-786-4029

Original Contract Amount: \$415,510.00

Engineer: Williams Hatfield & Stoner, Inc.
2101 North Andrews Ave, Suite 300
Fort Lauderdale, FL 33311
Calvin C. Hoppmeyer, Jr., P.E.

Date Completed: June 2002

Project: Lift Stations 56A1, 56A2, 56B and 56B1

Job Description: Rehabilitate lift stations 56A1, 56A2, 56B and 56B1.

Owner: Broward County Board of
County Commissioners
115 South Andrews Avenue
Fort Lauderdale, Florida

Contact Person: Guillermo Cancio
Environmental Engineering Division
Office of Environmental Services
954-831-3217

Original Contract Amount: \$435,620.00

Engineer: Office of Environmental Services
2555 W. Copans Road
Pompano Beach, FL 33069

Date Completed: November 2002

Project: Basins S-4 and S-5 Pumping Station

Job Description: Construct stormwater pump station with 96" Concrete pipe.

Owner: South Broward Drainage District
6591 Southwest 160 Avenue
Davie, Florida 33331

Contact Person: Neil Kalin, District Director
954-680-3337

Original Contract Amount: \$3,051,384.00

Engineer: Calvin Giordano and Associates
1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316

Date Completed: September 2001

Project: Baywinds Stormwater Pump Stations

Job Description: Construct two Storm Water Pumping Stations and one directional drill of 1400 lf with (2) 6" HDPE and one directional drill of 1500 lf using (2) 6" HDPE pipe.

Owner: Northern Palm Beach County
Improvement District
NPBCID Unit of Development 5B
561-624-7830, fax 561-624-7839

Contact Person: Michael R. Hanseter
561-683-3113 ext 227
Mock, Roos & Associates, Inc.

Original Contract Amount: \$1,582,024.45

Engineer: Mock, Roos & Associates Inc.
5720 Corporate Way
WPB, FL 33407-2066

Date Complete: September 4, 2000

Project: North County Senior Center

Job Description: Construct new wastewater station for North County Senior Center

Owner: Board of County Commissioners
Palm Beach County
33323 Belevedere Rd, Ste 503
West Palm Beach, FL 33406

Contact Person: Michael R. Hanseter
561-683-3113 ext 227
Mock, Roos & Associates, Inc.

Original Contract Amount: \$83,000.00

Engineer: Mock, Roos & Associates Inc.
5720 Corporate Way
WPB, FL 33407-2066

Date Complete: December 9, 1999

Project: D-Basins Pump Station

Job Description: Construct three lift stations D1, D2, and D4

Owner: City of Oakland Park
3650 N.E. 12th Avenue
Oakland Park, Florida 33334

Contact Person: James Davis, P.E.
Williams, Hatfield & Stoner, Inc.
954-566-8341

Original Contract Amount: \$434,779.00

Engineer: Williams, Hatfield & Stoner, Inc.
2101 North Andrews Ave, Suite 300
Fort Lauderdale, Florida 33311

Date Complete: May 2000

Project: Lift Stations 23F, 23J & 25B

Job Description: Rehabilitate lift stations 23F, 23J and 25B

Owner: Broward County Board of County Commissioners
115 South Andrews Avenue
Fort Lauderdale, Florida

Contact Person: Patrick Sweet
Office of Environmental Services
954-831-0973

Original Contract Amount: \$242,519.00

Engineer: Office of Environmental Services
2555 W. Copans Road
Pompano Beach, Fl 33069

Date Complete: February 2000

Project: Master Pump Station 364 and Force Main

Job Description: Construct master pump station, lift station and thirteen thousand feet of 30" force main: four 48" jack and bores and one aerial crossing.

Owner: Seacoast Utility Authority
4200 Hood Road
Palm Beach Gardens, Fl 33400

Contact Person: Mr. Jeff Renault
561-626-4653
Barker, OSHA & Anderson, Inc.

Original Contract Amount: \$2,991,249.25

Engineer: Barker, Osha & Anderson, Inc.
860 U.S. Highway One
Palm Beach, Fl 33408

Date Complete: August 2000

Project: Switchgear Bldg No. 2 – Structural Renovations

Job Description: The switchgear building was settling due to cracking in underground tank east of the structure. To correct we installed approx 70 pin piles through the floor slab or the building at the Wastewater Treatment Plan. Designed, built and installed electrical switch gear Flood barrier doors, structural repairs to building, including epoxy wall cracks, repair stucco, seal floor and install barrier doors

Owner: City of Hollywood

Contact Person: Mr. David McLaughlin, PE
954-921-3930

Contract Amount: \$102,887.65

Date Completed: August, 1997

Project: Peanut Island Park

Job Description: Construction of a boater's

park, with enhancement of water-oriented recreational facilities which include: A 10' wide boardwalk around perimeter of the island, Family picnic Pavilions, restrooms with showers and drinking fountains. Campground with (28) campsites, Ranger station, a fifteen slip boat dock, fishing pier, Exotic native landscaping, site lighting and electrical service.

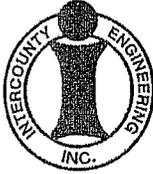
Owner: Palm Beach County Board of Commissioners

Contact Person: Mr. Jim Barnes
(561) 233-0208

Original Contract Amount: \$2,569,014.00

Engineer: Gee & Jenson,
West Palm Beach

Date Completed: December 1999



INTERCOUNTY ENGINEERING, INC.

1925 NW 18th Street

Pompano Beach, FL 33069

Tel: (954) 972-9800 * Fax: (954) 974-0042

REFERENCES

City of Ft. Lauderdale
Water & Wastewater Capital Improvements
100 N Andrews Avenue
Fort Lauderdale, FL 33301
Contact: Walt Schwarz, Chief Engineer
954-426-4008
wschwarz@ch2m.com

City of Boynton Beach
124 East Woolbright Road
Boynton Beach, FL 33435
Contact: Paul Fleming, Sr. Project Manager
561-742-6487
flemingp@ci.boynton-beach.fl.us

City of Delray Beach
434 South Swinton Avenue
Delray Beach, FL 33444
Contact: Rafael C. Ballestero, Dep Director of Construction
561-243-7320
Ballestero@ci.delray-beach.fl.us

Engenuity Group
1201 Belvedere Road
West Palm Beach, FL 33405
Contact: Mike R. Hanseter, PE
561-655-1151
mhanseter@engenuitygroup.com

Mathews Consulting
477 S Rosemary Ave., Suite 330
West Palm Beach, FL 33401
Contact: Dave Mathews, PE
561-762-7293

DMathews@mathewsconsultinginc.com Cra
ven Thompson & Associates, Inc.
3563 NW 53 Street
Ft. Lauderdale, FL 33309
Contact: Don A. Shaver, Director of Construction
954-739-6400
DShaver@craventhompson.com

Seacoast Utility Authority
4200 Hood Road
Palm Beach Gardens, FL 33410
Contact: Jim Lance, PM
561-627-2900 ext 347

Calvin Giordano & Associates
1800 Eller Drive, Suite 600
Ft. Lauderdale, FL 33316
Contact: Jenna Chamberlain, PE, Project Engineer
954-921-7781
JChamberlain@calvin-giordano.com

City of Deerfield Beach
200 Goolsby Boulevard
Deerfield Beach, FL 33442
Contact: Fred Scott
954-410-4336
fscott@deerfield-beach.com

Broward County Water & Wastewater
2555 W. Copans Road
Pompano Beach, FL 33069
Contact: Dave O Connor
954-831-0910
Doconnor@broward.org

SEALED E-BID #20120011
Southport #4 Lift Station Replacement and Force Main Replacement

Name of Bidder: Intercounty Engineering Inc

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

Yes Drug-Free Workplace Form uploaded to Demandstar

Yes Trench Safety Act Form uploaded to Demandstar

Yes 5% Bid Bond (or other form of security) uploaded to Demandstar (the original **MUST** be received within 3 days after the opening)

Yes E-Bid Reply Sheet #20120011 uploaded to Demandstar

Yes E-Bid Reply Excel Spreadsheet uploaded to Demandstar

Yes All pricing has been mathematically reviewed and all corrections have been initialed.

Yes All price totals have been thoroughly checked.

Yes Each E-Bid Addendum (when issued) is acknowledged.

Yes Copy of Insurance Certificate in accordance with Section V of the Contract Form uploaded to Demandstar

Yes Copy of License uploaded to Demandstar

Yes Reviewed the Contract and accept all City Terms and Conditions

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

E-Bid Documents

- E-Bid Request Form
- E-Bid Specifications
- E-Bid Attachment A - Tech Specs
- E-Bid Attachment B - Construction Plans

- Addendum #1
- Addendum #2 with a CD of the Meeting
- Agenda for the Meeting
- Sign In Sheet for the Meeting
- Addendum #2A - Questions
- Addendum #2B - Revised Construction Plans
- Addendum #2C - Revised Supplemental Conditions
- Addendum #2D - Revised Pay Items Descriptions
- Addendum #3
- Addendum #3A

E-BID REQUEST

Department: Utilities Department Technical Specialist: Denise Burton Extension: 4414

Item/Description of Work Summary: Southport #4 Lift Station Replacement and 8" Force main Replacement

E-Bid Master Discipline Wastewater Collection Systems

Technical Specifications Attached: Yes No (must be submitted electronically in word or excel)
 Technical documents must be in word in one file, no logos
 Bid Reply, must be in excel and a separate file, no logos
 Plans may be PDF but must be in one file, dated and numbered consecutively.

Plans received approval by City Building Department N/A

Replacement: Yes No Budgeted Amount: \$500,000 Any grant funds being used NO

If not budgeted, authorization from Director of OMB is required.

Account Number	Fund	Cost Center	Object Code	Project
	<u>438</u>	<u>3380</u>	<u>563000</u>	<u>SP #4 Replacement L.S.</u>

Suggested Bidders (Use separate sheet if necessary): These will be added to DemandStar broadcast list.

Bidder Name	Address	Fax Number	Contact Person
<u>Master list</u>			

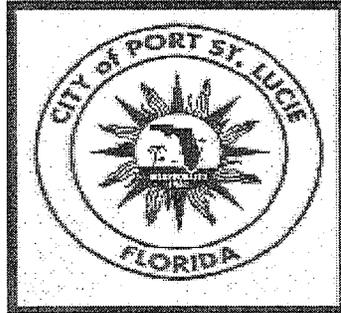
Reason for purchase: Existing lift station needs replacement and 8" Force main

If digging or trenching is required what is the depth? 25 ft
 If work is in water, what is the depth? n/a Is the water navigable? n/a

If this is a building, how many stories? n/a

 Department Head Approval

 Date



CITY OF PORT ST. LUCIE

**SOUTHPORT #4 LIFT STATION REPLACEMENT
AND
FORCE MAIN REPLACEMENT**

**Sealed Electronic Bid # 20120011
(E-Bid)**

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

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• Appendix A - Project Completion Certification, page 1.	
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• Appendix C - PSLUSD Utility Standards Manual (see website: www.cityofpsl.com).	
• Appendix D - PSLUSD Utility Standards Detail (see website: www.cityofpsl.com).	
• Appendix E - PSLUSD Qualified Products List (see website: www.cityofpsl.com).	
• E-Bid Reply Excel Spreadsheet, page 1.	

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NOTE: THIS REQUEST FOR AN E-BID IS ONLY FOR THE FOLLOWING CONTRACTORS WHO HOLD MASTER CONTRACTS WITH THE CITY UNDER MASTER CONTRACT #20080097:

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

INVITATION TO E-BID

Sealed E-Bid #20120011 for the Replacement of Lift Station #4 and 8" Force Main located on SE Pine Valley Street will be received by the City of Port St. Lucie ("City"), in the Office of Management & Budget, 3rd Floor, Suite 390, Building "A" of the Municipal Complex located at 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984-5099, until **3:00:00 PM on December 22, 2011.**

SCOPE OF WORK:

The Project also consists of conversion of the existing lift station to a sanitary manhole. The conversion will include removing all electrical components of the existing pumps. All buried mains identified for demolition shall be removed and disposed of according to all applicable regulations or shall be pumped full of grout.

The Project also consists of installation of approximately 2480 LF of new 8" PVC C-900 force main and grouting of the existing 10" force main, approximately 300 LF of new 12" PVC C-900 influent force main, approximately 460 LF of new 12" PVC C-900 discharge force main and approximately 40 LF of 8" PVC C-900 sanitary sewer gravity main.

The Project also consists of Maintenance of Traffic (MOT) required to maintain the traffic flow on Pine Valley Avenue. The Contractor is responsible to provide all barricades, signs, cones and signals necessary for the MOT as per all applicable FDOT standards and City of Port St. Lucie requirements. The roadway will be restored per detail provided in accordance with the City of Port St. Lucie permit within three (3) days of excavation.

Existing Facility Operation: The Contractor shall maintain operation of the existing lift station until the new lift station is completely constructed, successfully tested and certified by City of PSLUSD.

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

Contract period is one hundred twenty (120) calendar days for substantial completion and one hundred eighty (180) calendar days for final completion.

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

SP #4 Lift Station & Force Main Replacement

A Pre-Bid Conference for all Bidders will be held in the Office of Management & Budget Conference Room #390, Building A, located at 121 SW Port St. Lucie Blvd, Port St. Lucie, FL 34984, on **December 6, 2011 beginning at 10:30 am**. At this time, the specifications and other bidding documents will be explained, and questions regarding the project will be discussed.

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

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

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

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

1. E-Bid Specifications – Pages 1 – 32.
2. E-Bid Reply Sheet #20120011 – Pages 12 - 16 (included in E-Bid).
3. E-Bid Reply Excel Spreadsheet – Page 1 (not included in E-Bid).
4. Attachments

Attachments that are required (not included in this document)

- Attachment A - Technical Specifications, pages 1 - 58 (not included in E-Bid)
- Attachment B – Construction Plans prepared by the Utility Systems Department dated November 2011, pages 1 - 10 (not included in E-Bid).
- Appendix A - Project Completion Certification, page 1 (not included in E-Bid).
- Appendix B - Pay Item Descriptions, pages 1 - 6 (not included in E-Bid).
- Appendix C - Utility Standards Manual (see website: www.cityofpsl.com).
- Appendix D - Utility Standard Details (see website: www.cityofpsl.com).
- Appendix E - Qualified Products List (see website: www.cityofpsl.com).

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INSTRUCTIONS TO BIDDERS

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

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

- 2. SITE EXPLORATIONS:** Each Bidder may explore the site to conduct such examinations, investigations, explorations, tests, and studies, as each Bidder deems necessary for submission of an E-Bid. Failure to conduct site explorations shall not be cause for additional compensation.
- 3. QUESTIONS:** Submit all questions regarding the Contract Documents, in writing, to Robyn Holder, CPPB in the City of Port St. Lucie Office of Management & Budget, 121 SW Port St. Lucie Boulevard, Port St. Lucie, FL 34984, Phone (772) 344-4293, Fax (772) 871-7337 or email at rholder@cityofpsl.com. The City will not be responsible for oral clarification of questions. Questions received after **December 14, 2011** may not be answered, and will not be cause for additional compensation. Bidder(s) must clearly understand that Ms. Holder is the only individual authorized to represent the City.

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

- 4. SUBSTITUTIONS:** The last day for written requests for consideration of substitutions is **December 14, 2011**. Written request should be sent to Robyn Holder, CPPB in the Office of Management and Budget at fax number (772) 871-7337 or email at rholder@cityofpsl.com. Requests shall describe the product under consideration, including all data necessary to demonstrate acceptability. If the substitution is approved, an addendum will be issued to all Bidder(s) of Record, describing such.
- 5. ADDENDA:** The City may revise or amend the Contract Documents prior to E-Bid Opening by Addenda. Any Addenda issued shall be binding as if originally written in the Contract Documents. Receipt of all Addenda must be acknowledged on the E-Bid Reply Forms. It is the responsibility of the Bidder(s) to ensure they have received all Addenda.
- 6. PREPARATION OF BIDS:** The Bidder(s) shall complete and return the submittal requirements as in item 7 below. The City will not be responsible for any costs incurred by any Bidder(s) in the preparation of the bid.
- 7. BID SUBMITTAL:** The Bid submittal requirements are summarized below.

- A. Request E-Bid Specifications, #20120011 from Onvia, via phone 800-711-1712 or via internet www.cityofpsl.com
 - B. Download the E-Bid Reply Excel Spreadsheet and save to your hard drive, program is in Excel Office 2003 Professional. Enter unit prices on the E-Bid Reply Excel Spreadsheet and save.
 - C. Download and complete company information on E-Bid Reply Sheet #20120011, Trench Safety Statement, Drug Free Workplace Form, and Checklist.
 - E. Enter total price on E-Bid Reply Sheet #20120011. Totals shall agree with the E-Bid Reply Excel Spreadsheet that is to be uploaded at time of submittal. Discrepancies between the E-Bid Reply Excel spreadsheet, the amount listed on Demandstar web page, and the E-Bid Reply Sheet #20120011 uploaded on Demandstar will be resolved in favor of the E-Bid Excel Spreadsheet that is uploaded at time of submittal.
 - D. Sign the E-Bid Reply Sheet #20120011 where indicated.
 - G. Upload and submit the E-Bid Reply Sheet #20120011, E-Bid Reply Excel Spreadsheet, Bid Bond, Trench Safety Affidavit, Current Certificate of Insurance, Drug Free Workplace Form and the Checklist onto Demandstar by the due date and time.
 - H. Upload and submit a copy of your license for this type of construction work; or in compliance with Florida Statute Chapter 489, a copy of the certificate issued by the State of Florida authorizing the Bidder(s) to transact business within the state.
8. **BID SECURITY BOND:** All Bids shall include a Bid Security payable to the City of Port St. Lucie, Florida, in the amount of five percent (5%) of the total bid price. Security shall be either certified check, cashier's check, Irrevocable Letter of Credit from a solvent national or state bank, or Bid Bond issued by a Surety licensed to conduct business in the State of Florida. Surety shall have a rating of A or A+ by "Best's Rating Guide". This must be scanned and uploaded at the time of the submittal then mailed to the City immediately after the opening. Thus showing evidence that a Bid Bond was obtained. The Bid Bond (or other form of security) **MUST** be received within **three (3) days** after the opening for their bid to be considered even if they are not the apparent low bidder.
- The accepted Bidder's security will be retained until execution of the Contract. The City will retain the remaining Bidders' security until a Contract has been executed, or until ninety (90) calendar days after the bid opening date, whichever is shorter.
9. **AVAILABILITY OF FUNDS:** The obligations of the City under this Contract are subject to the availability of funds lawfully appropriated for this project by the City of Port St. Lucie.
10. **DISQUALIFICATIONS:** The City may disqualify any Bidder(s) and reject the Bidder's proposal or proposals for any of the following reasons:
- A. The submission of more than one proposal for the same work from an individual firm, or corporation under the same or a different name.
 - B. Evidence that one Bidder(s) has a financial interest in the firm of another Bidder(s) for the same work.

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

16. AWARD OF CONTRACT: For the purpose of this award, each e-bid submitted shall be evaluated on the correct products of the estimated quantities shown on the E-Bid Reply Excel Spreadsheet, multiplied by their bid unit prices for the Total Bid. The City reserves the right to negotiate with each Bidder(s) to ensure the best value for the City of Port St. Lucie.

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

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

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

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

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

Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between the E-Bid Reply Excel Spreadsheet, the E-Bid Reply Sheet #20120011 and the figure entered on the Demandstar web page will be resolved in favor of the E-Bid Reply Excel Spreadsheet.

17. **CONTRACT TIME:** The Contract Period will be one hundred twenty (120) calendar days for substantial completion and one hundred eighty (180) calendar days for final completion. The successful Bidder(s) will be required to commence work under this contract within ten (10) calendar days after the date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the successful Bidder(s) agrees to provide work as authorized by the Project Supervisor until all work specified in the bid specifications has been rendered. Written requests shall be submitted to the Engineer for consideration of extension of completion time due to weather, strikes, unavailable materials, or other similar causes over which the successful Bidder(s) has no control. Requests for time extension shall be submitted immediately but in no event more than two (2) weeks after occurrence of conditions, which, in the opinion of the successful Bidder(s), warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the successful Bidder(s) control.
18. **PAYMENT TERMS:** Payment terms are defined in the Contract Form. Please note the City has implemented a Purchasing Card Program. The successful Bidder(s) can take advantage of this program and in consideration receive payment within several days instead of the City's policy of Net 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 0% discount applies.

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

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

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

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

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

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

26. **INSURANCE REQUIREMENTS:** Bidder(s) are required to submit a copy of their current insurance certificates with the E-Bid Reply Sheet #20120011. Insurance requirements are defined in the Contract Form.
27. **W-9 TAXPAYER IDENTIFICATION FORM:** The successful Bidder(s) will be required to file a W-9 Taxpayer Identification Form with the City. This form must be submitted and received by the City's Finance Department before payment can be authorized.

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E-Bid Reply Sheet #20120011

Southport #4 Lift Station Replacement and Force Main Replacement

1. **COMPANY NAME:** _____

DIVISION OF: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: () _____ FAX NO. () _____

CONTACT PERSON: _____ E-MAIL: _____

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

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

President

Vice President

Treasurer

How long in present business: _____ How long at present location: _____

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

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

Addendum Number	Date Issued

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

5. **BID RESPONSE:**

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

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

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

5.4 Bidder may offer to the City a project completion date of less than one hundred eighty (180) calendar days. All offers less than one hundred eighty (180) calendar days will 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. LIST OF SUBCONTRACTORS:

(Add lines if necessary)

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

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

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

10. CERTIFICATION

This bid is submitted by: Name (print) _____ who is an officer of the above firm duly authorized to sign bids and enter into Contracts. I certify that this bid is made without prior understanding, Contract, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid.

Signature Date

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

Signature Title

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

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

Line Item #	Pay Item Number	Item Description	Unit	Quantity
1	33.3004-1	Bonds & Insurance	LS	1.00
2	33.3004-2	Mobilization / Demobilization	LS	1.00
3	33.3004-3	Maintenance of Traffic (F&I)	LS	1.00
4	33.3004-4	Pre-Construction Lay-out (F&I)	LS	1.00
5	33.3004-5	Post Construction As-Builts (F&I)	LS	1.00
6	33.3004-6	Erosion & Pollution Control - Per FDOT Index No. 102 (F&I)	LS	1.00
7	33.3004-7	6' Temporary Construction Fencing, including Gates (F&I)	LS	1.00
8	33.3004-8	Density Testing (F&I)	LS	1.00
9	33.3004-9	Concrete Slump & Compression Testing (F&I)	LS	1.00
10	33.3004-10	Clearing & Grubbing (F&I)	LS	1.00
11	33.3004-11	Fine Grading to within 1" below Finish Grade	LS	1.00
12	33.3004-12	Geogrid Turf Reinforcement - soil stabilization (F&I)	SF	1,255.00
13	33.3004-13	Concrete Slab - 4" thick, 4000 psi w/fiber (F&I)	SY	15.00
14	33.3004-14	Concrete Driveway Turnout, (L. S.), (4000 PSI), (Fiber Mesh) (6" Thick), (F&I)	SY	100.00
15	33.3004-15	Existing Lift Station By-pass & Conversion, (Complete), (F&I)	LS	1.00
16	33.3004-16	8" PVC C-900 Gravity Sewer	LF	40.00
17	33.3004-16a	Core Existing Manhole	LS	1.00
18	33.3004-17	8" C-900, DR-18, PVC Force Main (F&I)	LF	2,400.00
19	33.3004-18	12" C-900 DR-18 PVC Force Main (F & I)	LF	1,810.00
20	33.3004-19	Epoxy Lined, C-153, 350 PSI, D.I.P. Fittings (F&I)	TN	0.50
21	33.3004-20	Force Main Wet-Tap (F&I)	EA	1.00
22	33.3004-21	2" Automatic Air Release Valve, (F&I)	EA	2.00
23	33.3004-22	Functional Testing - Force Main (F&I)	LF	3,685.00
24	33.3004-23	Tie-in to Existing Force Main, (F&I)	EA	1.00
25	33.3004-23a	Tie-in to Existing Booster Pump Station, (F&I)	EA	1.00
26	33.3004-24	Cap Existing Force Main (F&I)	EA	1.00
27	33.3004-25	Functional Testing Gravity Sewer, (Infill/Exfill & Telespection), (F&I)	LS	1.00
28	33.3004-26	Lift Station (F & I) (Complete - Labor & Materials, ie wetwell, pumps, above ground piping, piping, control valves, AARV, odor scrubber, etc.)	LS	1.00
29	33.3004-27	Control System with Fiber Optic Communication (Complete), (F&I)	LS	1.00
30	33.3004-28	150 Amp Electrical Service (Complete), (F&I)	LS	1.00
31	33.3004-29	6' Chain Link Fence, (w/2 - 10' Gates), (F&I)	LS	1.00

SP #4 Lift Station & Force Main Replacement

32	33.3004-30	Seed and Mulch (F&I)	3,000.00	SY
33	33.3004-31	Sod (F&I)	3,000.00	SY
34	33.3004-31a	Landscaping Allowance	1.00	LS
35	33.3004-32	Water Service, (Complete), (F&I)	1.00	LS
36	33.3004-33	Cementitious Grout	3,160.00	LF
37	33.3004-34	Indemnification Fee	1.00	LS

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FORMS

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Name: Southport #4 Lift Station Replacement and Force Main Replacement

Project Location: Port St. Lucie, Florida

Project Number 20120011

Project Location: Pine Valley Street, Port St. Lucie, Florida - See Plans

Instructions:

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

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

Certification

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

_____ Dollars	
(Written)	(Figures)
3. The amount listed above has been included within the Base Bid.

Certified: _____
(Company-Contractor)

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

Sworn to and subscribed before me in _____ County, Florida on the ___ day of _____, 20____.

NOTARY PUBLIC

FORMS

DRUG FREE WORKPLACE FORM

The undersigned Contractor in accordance with Florida Statutes, Section 287.087 hereby certifies that
_____ does:

(name of business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any states, for a violation occurring in the workplace no later than five days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Contractor's Signature

Date

FORMS

CITY OF PORT ST. LUCIE
CONTRACT #20120011

This CONTRACT, executed this ____ day of _____, 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 the Contractor, address, telephone no. () _____ fax no. () _____*, hereinafter called "Contractor", party of the second part.

RECITALS

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

PROJECT SUPERVISOR

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

NOTICES

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

City Contract Administrator:Robyn Holder, CPPB
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984
Telephone: 772-871-5223 Fax: 772-871-7337
Email: rholder@cityofpsl.com

SECTION I
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work which the Contractor has agreed to perform pursuant to the E-Bid Specifications, Construction Plans prepared by the Utilities Department dated November 2011 consisting of pages 1 – 10, Attachments A & B, Appendix A - E, all PSLUSD Standards Manual 2010 Edition (effective 3/1/10) and all PSLUSD Standard Details, Qualified Products List, and all associated permits are made a part of this Contract for the Replacement of Southport #4 Lift Station and Force main Replacement entitled E-Bid #20120011.

**SECTION II
TIME OF PERFORMANCE**

The Contract Period start date will be _____ and will terminate _____ calendar days for substantial completion and _____ calendar days for final completion thereafter on _____. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Supervisor until all work specified in the bid specifications has been rendered.

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

**SECTION III
COMPENSATION**

The total amount to be paid by the City to the Contractor is on a per unit price basis at \$ _____, which includes the one time ten-dollar (\$10.00) payment for indemnification as provided in Section V herein. Payments will be disbursed in the following manner:

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

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

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

Before issuance of final payment, 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.

SP #4 Lift Station & Force Main Replacement

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

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

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

SECTION IV CONFORMANCE WITH BID

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

SECTION V INDEMNIFICATION / INSURANCE / BONDS

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

The Contractor shall, on a primary basis and at its sole 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 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 scope of work performed by Contractor qualify its

SP #4 Lift Station & Force Main Replacement

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

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

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

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

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents, and Contract #20120011 for Southport #4 Lift Station Replacement and Force Main Replacement shall be listed as additionally insured**". The Certificate of Insurance and policy shall unequivocally 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 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 Contract 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 Cit. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

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

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

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

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

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

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

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

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

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

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

SECTION VI PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any subcontractor, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the

performance of this contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

**SECTION VII
WORK CHANGES**

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

**SECTION VIII
COMPLIANCE WITH LAWS**

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

**SECTION IX
CLEANING UP**

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

**SECTION X
ACTS OF GOD**

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

**SECTION XI
NOTICE OF PERFORMANCE**

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

**SECTION XII
INSPECTION AND CORRECTION OF DEFECTS**

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract Documents, the Project Supervisor shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with

terms and conditions of the Contract Documents and that the material and work is entirely satisfactory, the Project Supervisor shall approve the invoice when it is received. Thereafter, the Contractor shall be entitled to payment, as described in Section III. If, on such inspection the Project 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. The Contractor shall then be afforded an opportunity if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Supervisor. Upon failure of the Contractor to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five (5) days written notice to the Contractor, the City may, without prejudice to any other remedy he may have, correct such deficiencies. The Contractor shall be charged all costs incurred to correct deficiencies. Such examination, inspection, or tests made by the Project Supervisor, at any time, shall not relieve Contractor of his responsibility to remedy any deviation, deficiency, or defect.

SECTION XIII ADDITIONAL REQUIREMENTS

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

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

SECTION XIV LICENSING

The Contractor warrants that 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 XV 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 XVI ASSIGNMENT

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

SECTION XVII

TERMINATION, DELAYS, INCENTIVES AND LIQUIDATED DAMAGES

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 FAILURE TO COMPLETE WORK: Should the Contractor, or in the case of his default the Surety, fail to complete the work within the time stipulated in the Contract, plus such extra time as may have been granted by the City, an amount of **\$1,000.00** (one thousand dollars and no cents) per calendar day shall be assessed to the Contractor by the City as liquidated damages and deducted from the Contractor's monthly pay requests after the default occurs.

**SECTION XVIII
LAW AND VENUE**

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

**SECTION XIX
REIMBURSEMENT FOR INSPECTION**

The Contractor agrees to reimburse the City for any expenditures incurred by the City in the process of testing materials supplied by the Contractor against the specifications under which said materials were procured, if said materials 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 XX
OWNER-FURNISHED PRODUCTS**

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

**SECTION XXI
FIELD CHANGES**

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

**SECTION XXII
APPROPRIATION APPROVAL**

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

**SECTION XXIII
RENEWAL OPTION**

Not applicable to this Contract

**SECTION XXIV
ENTIRE AGREEMENT**

The written terms and provisions of this Contract shall supersede 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 (name of successful bidder)

State of: _____ County of: _____

Before me personally appeared: _____
(please print)

Please check one:

Personally known _____

Produced Identification: _____ Identification No. _____
(type of identification)

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

WITNESS my hand and official seal, this _____ day of _____, 2011

Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires: _____

(seal)

SEALED E-BID #20120011
Southport #4 Lift Station Replacement and Force Main Replacement

Name of Bidder: _____

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

- _____ Drug-Free Workplace Form uploaded to Demandstar
- _____ Trench Safety Act Form uploaded to Demandstar
- _____ 5% Bid Bond (or other form of security) uploaded to Demandstar (the original **MUST** be received within 3 days after the opening)
- _____ E-Bid Reply Sheet #20120011 uploaded to Demandstar
- _____ E-Bid Reply Excel Spreadsheet uploaded to Demandstar
- _____ All pricing has been mathematically reviewed and all corrections have been initialed.
- _____ All price totals have been thoroughly checked.
- _____ Each E-Bid Addendum (when issued) is acknowledged.
- _____ Copy of Insurance Certificate in accordance with Section V of the Contract Form uploaded to Demandstar
- _____ Copy of License uploaded to Demandstar
- _____ Reviewed the Contract and accept all City Terms and Conditions

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

ATTACHMENT A

Technical Specification for

**City of Port St. Lucie
Lift Station #4 Replacement and Force Main Replacement**

(57 Pages follow as a separate attachment)

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ATTACHMENT B

Construction Plans

Prepared by the City of Port St. Lucie Utility Systems Department dated January 2011

<u>Description</u>	<u>Pages / Sheets</u>
Cover	Sheet 1
Overall Plan	Sheet 2
Plan & Profile	Sheets 3-8
Site Plan	Sheet 9
Horizontal Control	Sheet 10

(10 Pages follow as a separate attachment)

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APPENDIX A - E

Appendix A - Project Completion Certification

Appendix B - Pay Item Descriptions

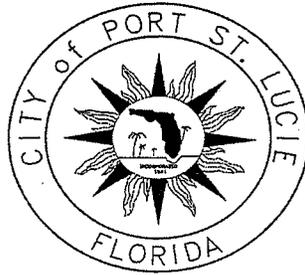
Appendix C - Utility Standards Manual

Appendix D - Utility Standard Details

Appendix E - Qualified Products List

ALL CAN BE FOUND ON THE WEBSITE:

[HTTP://WWW.CITYOFPSL.COM/UTILITY/COMMERCIAL-DEVELOPMENT/UTILITY-CD-DESIGN-REVIEW.HTML](http://www.cityofpsl.com/utility/commercial-development/utility-cd-design-review.html)



CITY OF PORT ST. LUCIE

Attachment "A"
TECHNICAL SPECIFICATIONS
SEALED ELECTRONIC BID #20120011
(E-BID)

SP-04 LIFT STATION
AND
FORCEMAIN REPLACEMENT

UTILITY SYSTEMS DEPARTMENT
PROJECT # 33.3004

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END OF SECTION

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Scope and Intent:

The Project consists of construction of the new lift station and all associated piping, piping connections, manholes, sanitary sewer, fencing, concrete driveway, concrete sidewalk, concrete curbing, electrical service, lift station controls, control panel, fiber optic communication, and accessories, valves and all other items identified on the Contract Drawings.

The Project also consists of conversion of the existing lift station to a sanitary manhole. The conversion will include removing all electrical components of the existing pumps. All buried mains identified for demolition shall be removed and disposed of according to all applicable regulations or shall be pumped full of grout.

The Project also consists of installation of approximately 2480 LF of new 8" PVC C-900 force main and grouting of the existing 10" force main, approximately 300 LF of new 12" PVC C-900 influent force main, approximately 460 LF of new 12" PVC C-900 discharge force main and approximately 40 LF of 8" PVC C-900 sanitary sewer gravity main.

The Project also consists of Maintenance of Traffic (MOT) required to maintain the traffic flow on Pine Valley Street. The Contractor is responsible to provide all barricades, signs, cones and signals necessary for the MOT as per all applicable FDOT standards and City of Port St. Lucie requirements. The roadway will be restored per detail provided in accordance with the City of Port St. Lucie permit within three (3) days of excavation.

Existing Facility Operation: The Contractor shall maintain operation of the existing lift station until the new lift station is completely constructed, successfully tested and certified by City of PSLUSD.

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

Contract period is one hundred twenty (120) calendar days for substantial completion and one hundred eighty (180) calendar days for final completion.

END OF SECTION

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GENERAL CONDITIONS

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY1.01 *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 Engineer/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 City and accepted by the Contractor authorizing an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Contract.
 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,

GENERAL CONDITIONS

invitation to bid or formal quote, Contractor's Bid, technical specifications, and any contract amendments, addendums, change orders, and plan drawings.

9. *Contract Addendum*—Special provision(s), exhibits, supporting documentation, etc., intended to supplement the Contract. Contract Addendum 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 moneys 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 Engineer'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 Section 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 Engineer, 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. *Engineer*—The individual or entity named as such in the Contract Documents.
18. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
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.

GENERAL CONDITIONS

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” 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 Engineer and 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.

GENERAL CONDITIONS

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 Engineer and 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 Engineer.
39. *Superintendent*—The representative of the Contractor authorized in writing to receive and fulfill instructions from the Engineer/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

GENERAL CONDITIONS

materials and equipment into such construction, all as required by the Contract Documents.

44. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Contract and signed by City and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.
45. *Written Notice*-Written notice shall be considered as served when 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 business address until completion of the Contract.

1.02 *Terminology*

A. The words and terms discussed in Section 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:*

1. *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:*

1. 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 Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by City at Substantial Completion in accordance with Section 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

GENERAL CONDITIONS

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 Engineer'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 commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (unless otherwise specified.), Contractor shall submit to Engineer 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

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subject to acceptance by the Engineer. The format and presentation method used for the schedule of values shall be as required by the Engineer and is subject to the Engineer'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. 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*

Before any Work at the Site is started, a conference attended by City, Contractor, Engineer, 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 Section 2.05.A., procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

- A. At this Conference the City, Engineer 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 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review the schedule submitted for acceptability. Contractor shall have an additional 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 Engineer.
 1. The Progress Schedule will be acceptable to Engineer and City if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer or 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 therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer and City if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer and City as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

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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 Engineer and 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 & 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 and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer 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,

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specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer 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 Engineer.

3. The Contractor will not be allowed to take advantage of any errors or omissions in the Plans and Specifications. The Engineer 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 Work Change Directive.
- 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 Order;
 2. Engineer's approval of a Shop Drawing or Sample; or
 3. Engineer'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 Engineer or its consultants, including electronic media editions;
or

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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 Engineer and specific written verification or adaptation by Engineer.

B. The prohibitions of this Section 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 or Engineer to Contractor, or by Contractor to City or Engineer, 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 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 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

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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 Section 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 and Engineer 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. *Engineer's Review:* After receipt of written notice as required by Section 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of obtaining additional exploration or tests with respect thereto, and advise City in writing (with a copy to Contractor) of Engineer'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 Section 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 Sections 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 Section 4.03.A.

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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 Section 10.04. However, neither City or Engineer, 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 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.

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 or Engineer by the owners of such Underground Facilities, including City, or by others.

1. City and Engineer 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. Engineer shall provide engineering surveys to establish reference points for construction, which in Engineer'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 Engineer 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.

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.

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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 Engineer (and promptly thereafter confirm such notice in writing). City shall promptly consult with Engineer concerning the necessity for City to retain a qualified expert to evaluate such condition or take corrective action, if any. 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 Engineer. 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 Section 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 Section 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 Engineer 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.

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- 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 and Engineer 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 Engineer.
- C. City Holidays – Check with City for the actual observed day(s).
1. New Years Day
 2. Martin Luther King Day
 3. President's Day
 4. Memorial Day
 5. Independence Day
 6. Labor Day
 7. Veteran's Day
 8. Thanksgiving and the day after
 9. Christmas Eve and Christmas Day
 10. 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 Engineer,

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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 Engineer 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.

6.05 *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 Engineer for review under the circumstances described below.
1. "*Or-Equal*" Items: If in Engineer'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 Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer'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 Section, 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 Engineer 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;

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- 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 Engineer's opinion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, it will be considered a proposed substitute item.
 - b. Contractor shall submit sufficient information as provided below to allow Engineer 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 Engineer from anyone other than Contractor.
 - c. Any requests for the use of substitute items shall be made within 10 days of the effective date of the Contract.
 - d. Contractor shall make written application to Engineer 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:
 - a) perform adequately the functions and achieve the results called for by the general design;
 - b) be similar in substance to that specified;
 - c) be suited to the same use as that specified; and
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;
 - b) 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;
 - c) 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:
 - a) all variations of the proposed substitute item from that specified;

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- b) 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. Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each substitution proposal or submittal made. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the judge of acceptability subject to the City's approval. No "or equal" or substitute will be ordered, installed or utilized until Engineer'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." Engineer 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. Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse City for the reasonable charges of Engineer for evaluating each proposed substitute. Contractor shall also reimburse City for the reasonable charges of Engineer 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 and Engineer 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 or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 - 2. shall create any obligation on the part of City or Engineer 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 or Engineer.
 - C. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer

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through Contractor. City or Engineer 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 and Engineer.

6.07 *Permits*

- A. *The Contractor shall be required to secure all necessary permits from St. Lucie County and 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. City of Port St. Lucie Utility Systems Wastewater Construction Permit
 - 2. City of Port St. Lucie Excavation 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:
 - 1. City of Port St. Lucie Electrical Permit
 - 2. SFWMD/FDEP Dewatering Permit
 - 3. City of Port St. Lucie Maintenance of Traffic/Road Closure Approval

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.

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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 Engineer or 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/Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for City. These shall be available to the Engineer for examination and shall be delivered to Engineer for 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:

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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 and Engineer of the specific requirements of Contractor's safety program with which City's and Engineer'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 Engineer or anyone employed by the Engineer). 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 Engineer 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 Utility Standards Manual.
- 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

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damage, injury, or loss. Contractor shall give Engineer 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.

If the Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or 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. Engineer 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 Engineer;
2. recommendation by Engineer or payment by City of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by Engineer 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 Engineer;
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 Engineer when made necessary by any, or all, of the following:*

- A. Acceleration of the Work Schedule.

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- 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 Engineer or his representative and/or City 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 Engineer 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 Engineer will properly coordinate the Work with other contractors. Under the direction of the Engineer, 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 Engineer 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 Engineer 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.

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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 Engineer.

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, City shall appoint an engineer whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

- A. City shall promptly furnish the data required of City under the Contract Documents.

ARTICLE 9 – ENGINEER’S STATUS DURING CONSTRUCTION

9.01 *City’s Representative*

- A. Engineer will be a City representative during the construction period. The Engineer and Resident Project Representative’s (RPR’s) duties, responsibilities and authorities shall be agreed by the City and Engineer and as set forth at the pre-construction conference. If the City designates another agent to represent the City at the site who is not Engineer’s agent or employee, 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 Engineer and City. All work done shall be subject to the construction review of the Engineer or City, or both.

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction, as Engineer 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, Engineer, for the benefit of City, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer’s efforts will be directed toward providing for City a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep City informed of the progress of the Work and will endeavor to guard City against defective Work.
- B. Engineer’s visits and observations are subject to all the limitations on Engineer’s authority and responsibility set forth in Section 9.05. Particularly, but without limitation, during or as a result of Engineer’s visits or observations of Contractor’s Work, Engineer 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

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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 Engineer or City believes to be defective, or that Engineer or 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 Engineer, whether or not the Work is fabricated, installed, or completed.

9.04 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer'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 Engineer's Authority and Responsibilities*

- A. Any decision made by Engineer in good faith either to exercise or not exercise Engineer's authority or responsibility shall not create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer 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. Neither City nor Engineer will 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/Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Neither City nor Engineer will 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. Engineer'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 Section shall also apply to the Resident Project Representative, and assistants, if any.

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ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *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.

10.02 *Execution of Change Orders*

- A. Contractor shall execute appropriate Change Orders recommended by Engineer 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 by Engineer and approved by the City .
- B. City will submit Change Orders executed by Engineer and Contractor to the City Council for review and approval. All Change Orders are subject to City Council approval.

10.03 *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.

10.04 *Claims*

- A. *Engineer's Evaluation Required:* All Claims shall be referred to the Engineer for review. A recommendation by Engineer 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 Engineer and the other party to the Contract promptly (but in no event later than 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 Engineer and the other party to the Contract within 60 days after the start or discovery of such event (unless Engineer 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 Section 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Section 12.02. Each Claim shall be accompanied by claimant's

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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 Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

- C. *Engineer's Action:* Engineer will review each Claim and, within 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 Engineer is unable to resolve the Claim.
- D. The Engineer will provide his recommendation to the City. 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 Section 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 Section 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. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. 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. All cash discounts shall accrue to Contractor unless City deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to City. All trade discounts, rebates and refunds

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and returns from sale of surplus materials and equipment shall accrue to City, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by City, Contractor shall obtain competitive bids from subcontractors acceptable to City and Contractor and shall deliver such bids to City, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Section 11.01.
4. Costs of special consultants (including but not limited to engineers, 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 with the advice of Engineer, 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 causes other than 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, 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,

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and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- 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 Sections 11.01.A.

C. Contractor's Fee: When all the Work is performed on the basis of cost-plus, 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 Section 12.01.C.

D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Sections 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 Engineer 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

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performed for such sums and by such persons or entities as may be acceptable to City and Engineer.

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 as recommended by Engineer 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. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Quotes and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer and approved by the City.

C. 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 Engineer and the other party to the Contract in accordance with the provisions of Section 10.04. The City will review the Engineer's recommendation 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 Section 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 Section 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 Section 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Section 11.01)

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plus a Contractor's fee for overhead and profit (determined as provided in Section 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 Engineer 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; or
2. if a fixed fee is not agreed upon, then refer to the most current edition at the time of bid of the Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, Section 4 Scope of Work 4-3.2.1 Allowable Cost for extra work and 4-3.2.2 Subcontracted Work.

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 Engineer and the other party to the Contract in accordance with the provisions of Section 10.04. The City will review the Engineer's recommendation 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 (ie., 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 Engineer that the original critical path requires or would have required, modification.

12.04 *Damages*

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- 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. Engineer or 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.

All materials, which do not conform to the requirements of the Contract Documents, are not equal to samples approved by the Engineer, 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 Engineer, and the work shall be re-executed by the Contractor at his expense. The fact the Engineer or 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, Engineer, 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 or Engineer may inspect all construction and materials and may also inspect preparation, fabrication or manufacture of components, materials and supplies. The City or Engineer 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

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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's Engineer 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 Engineer 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 Engineer and City. All re-testing requested by the Engineer shall be paid for by the Contractor.

13.04. *Uncovering Work*

- A. If any Work is covered contrary to the written request of City or Engineer, it must, if requested by City or Engineer, be uncovered for City or Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at City or Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer 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 engineers, architects, attorneys, and other professionals and all court 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 Section 10.04.

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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
- B. 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 or Engineer, 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 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 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 therefrom.
- 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.

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- 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 year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Section are in addition to any other obligation or warranty. The provisions of this Section 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 Engineer 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 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 Engineer and Engineer's consultants access to the Site to enable City to exercise the rights and remedies under this Section.
- C. 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 or arbitration or other dispute resolution costs) incurred or sustained by City in exercising the rights and remedies under this Section 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 Section.

GENERAL CONDITIONS

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION14.01 *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 Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.
- B. *Review of Applications:*
1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to City or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to City, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer'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 Engineer's responsibility to observe the Work.
 3. By recommending any such payment Engineer 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 Engineer 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 Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

GENERAL CONDITIONS

- 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 moneys 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 or Engineer may refuse to recommend the whole or any part of any payment if, in City's or Engineer's opinion, it would be incorrect to make the representations to City. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect 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 by Engineer 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. 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 recommended by Engineer, City will give Contractor written notice (with a copy to Engineer) 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 and Engineer in writing that the entire Work is substantially complete

GENERAL CONDITIONS

(except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

- B. Promptly after Contractor's notification, City, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefore.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to City 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, Engineer will deliver to City and 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 Engineer in writing prior to Engineer'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, Engineer, 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, City, and Engineer will follow the procedures of Section 14.02.A through D for that part of the Work.
 - 2. Contractor at any time may notify City and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, City, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify City and Contractor in writing giving the reasons therefore. If Engineer considers that part of the Work to be substantially complete, the provisions of Section 14.02 will apply with respect to certification of

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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 shall submit a written certificate to Engineer 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 Engineer and are operational; and
 - 4. All punch-list items have been corrected.
- C. Should the Engineer or City consider the Work incomplete or defective:
 - 1. The Engineer 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 Engineer that the Work is complete; and
 - 3. The Engineer will re-inspect the work.
- D. When the Engineer and City find the Work is acceptable under the Contract Documents for the project, the Contractor may make closeout submittals to Engineer including:
 - 1. warranties and bonds;
 - 2. evidence of payment and release of liens; and any
 - 3. certificates of insurance for products and completed operations.

14.05 *Operation & Maintenance Manual*

See the Utility Standards Manual.

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ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION**15.01 City May Suspend Work**

The City or the Engineer 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 Engineer shall become aware of any condition that may be cause for suspension of the work, the Engineer shall immediately advise the City of such condition. The Contractor shall not suspend operations under the provisions of this Section without the City's permission or direction.

The Engineer has the authority to suspend the Contractor's operations, wholly or in part with the City's permission. The Engineer 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 Engineer; 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 Engineer 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 Engineer'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 calendar days to correct the conditions for which the suspension was ordered.

Prolonged Suspensions: If the Engineer 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 Engineer's written permission. The Contractor shall submit all requests for suspension of operations in writing

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to the Engineer, 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 days in advance of the request date and receives written approval from the Engineer, the Contractor shall not work on the following days: see Section 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 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 Engineer of Record or the City of Port St. Lucie 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 Engineer of Record or Owner 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 *Excavation Around & Connection to Existing Utilities*

- A. It is essential that the Contractor understand that the maintenance of the existing wastewater lift station flows must be kept in operation with minimal impact and shut-

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downs. To this end, the Contractor shall coordinate and consult with the Owner's wastewater and lift station operating personnel before excavating around or cutting into existing utilities on the lift station 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 wastewater lift 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 Owner's wastewater and lift station 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 72 hours notice to the Owner 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 Owner and the Engineer. 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 Owner and the Engineer of Record. Because this necessity to maintain operational capacity, the Contractor should submit his 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 Owner and the Engineer of Record and shall be included in the Contractor's submitted Plan of Action. The Contractor shall give a minimum of 72 hours notice to the Owner when tie-ins to existing lift station piping, other Owner systems and electrical power are required.

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SUPPLEMENTAL CONDITIONS1. CONTROL PANEL

Control Panel shall be designed to utilize a fiber optic connection. The top of the Multismart device shall be placed at a level of 5'-6" from ground level in the panel. The top of the control panel shall be no higher than 6'-6" above ground level. The 100 Volt receptacle shall be weatherproof when a cord is in use and placed on the outside of the panel.

2. CONDUITS UNDER SLAB

The Contractor is to place double (2 conduits side by side) 2" conduits under the slab with elbows to extend 6" above the slab at the control panel and to extend 6" beyond the limits of the slab and gravel as indicated by the plans. A 2" conduit shall be provided for The Ballentrae Golf Course future restroom facility from the FPL pole to the southernmost fence corner. This is incidental to the contract.

3. SUPPORT POSTS

The Panel support post shall be 4" diameter aluminum pipe supports 6061 T6 Schedule 40.

4. FPL ACCOUNT

The Contractor shall set up the initial FPL account in the name of the Contractor and be responsible for all power costs to the proposed lift station until the time the Owner/Engineer agrees that substantial completion has been achieved and the new lift station is in use. At such time, the Owner will transfer the FPL account into the Owner's name within 14 days.

5. STAGING AREA

The Owner will provide a fenced area approximately ¼ acre in size (80' x 125') within ¼ mile of the project at or near the Southport Wastewater Booster Pumping Station (SWBPS) site for the use of the Contractor for equipment and material storage, including stockpiling excess useable fill. Upon completion of the project, all useable excess fill remains the property of the Owner and Contractor will spread the fill at the Owner's direction around the SWBPS site. Access to the staging area is only during the hours of 7:30 AM to 4:30 PM Monday through Friday unless approved in writing by the Owner. Access will be by one gate fob. The Contractor will be responsible for allowing access to any subcontractors or suppliers. The gate must remain closed at all times.

6. EXTRA WATER SERVICE

The Contractor shall provide an extra 1" potable water service outside of the lift station fence at the edge of the lift station easement. The water service for the lift station and the extra water service can be provided from the same 2" tap and service from the water main on Pine Valley Street. The manifold (a single 2" service splitting to double 1" services) shall be above ground and be inside the lift station fence.

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7. SEWER SERVICE

The Contractor shall provide a 4" PVC gravity sewer service from the proposed wetwell to the edge of the lift station easement. The service shall be capped for future extension by others. The depth at the capped end shall be at elevation 5.00 NAVD.

Light Pole, light, base, conduit and all other related items shall be included in the cost of the control panel.

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RELEASE

_____, hereinafter referred to as "the Contractor" hereby unconditionally releases and forever discharges the City of Port St. Lucie, its officers, directors, employees and agents, hereinafter collectively referred to as City from any and all legal or equitable causes of action, suits, damages, claims and demands whatsoever, which Contractor ever had or now has against City directly or indirectly, whether known or unknown, for, upon or by reason of any matter, cause or thing whatsoever, whether known or unknown, including, but not limited to:

All claims arising out of, or in any way related to, the design, negotiation, supervision, or performance of a project known as the City of Port St. Lucie SP-04 Lift Station and Force Main Replacement in accordance with a contract dated between the Contractor and the City of Port St. Lucie.

CONTRACTOR

By: _____

Title: _____

STATE OF FLORIDA)
) SS. COUNTY OF

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared _____, to me known to be the person described in and who executed the foregoing instrument and has acknowledged before me that he executed the same.

WITNESS my hand and official seal in the county and state aforesaid this _____ day of _____, 20__.

NOTARY PUBLIC,
State of Florida at Large

(NOTARY SEAL)

My commission expires: _____

END OF SECTION

APPENDIX A

CITY OF PORT ST. LUCIE UTILITY SYSTEMS DEPARTMENT
PROJECT COMPLETION CERTIFICATION

CONTRACTOR'S CERTIFICATION	
INFORMATION PROVIDED BY:	
Name: _____	
Address: _____	
Phone #: _____	
I HEREBY CERTIFY THAT THE MATERIALS AND QUANTITIES USED IN THE CONSTRUCTION OF...	
<input type="checkbox"/> Pavement	<input type="checkbox"/> Water Main
<input type="checkbox"/> Storm & Drainage System	<input type="checkbox"/> Reclaimed Water Main
<input type="checkbox"/> Lake or Pond	<input type="checkbox"/> Force Main
<input type="checkbox"/> Sanitary Gravity System	<input type="checkbox"/> Lift Station
ARE IN ACCORDANCE WITH THE APPROVED PLANS AND CITY STANDARDS. THE AS BUILT SURVEY IS A COMPLETE REPRESENTATION OF THE CONSTRUCTION, TO THE BEST OF MY KNOWLEDGE AND BELIEF.	
UNDERGROUND UTILITY CONTRACTOR'S SIGNATURE & DATE: _____	
NAME: _____	
FLORIDA LICENSE NO: _____	
SURVEYOR'S AS-BUILT CERTIFICATION	
INFORMATION PROVIDED BY:	
Name: _____	
Address: _____	
Phone #: _____	
I HEREBY CERTIFY THAT THE ...	
<input type="checkbox"/> Pavement	<input type="checkbox"/> Water Main
<input type="checkbox"/> Storm & Drainage System	<input type="checkbox"/> Reclaimed Water Main
<input type="checkbox"/> Lake or Pond	<input type="checkbox"/> Force Main
<input type="checkbox"/> Sanitary Gravity System	<input type="checkbox"/> Lift Station
ARE AT THE HORIZONTAL AND VERTICAL LOCATIONS AS SHOWN ON THE "AS-BUILT" SURVEY AND MEET THE TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472 OF FLORIDA STATUTES AND CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.	
SIGNATURE & DATE: _____	
NAME: _____	
FLORIDA LICENSE NO: _____	
ENGINEER'S CERTIFICATION	
INFORMATION PROVIDED BY:	
Name: _____	
Address: _____	
Phone #: _____	
PURSUANT TO CHAPTER 471 OF FLORIDA STATUTES AND CHAPTER 61G-15-23, FLORIDA ADMINISTRATIVE CODE OF THE FLORIDA BOARD OF PROFESSIONAL ENGINEERS, I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, BASED ON OBSERVATION DURING CONSTRUCTION, MY ASSESSMENT OF THE COMPLETED WORK AND REVIEW OF THE "AS-BUILT" SURVEY, THE PROJECT INCLUDING...	
<input type="checkbox"/> Pavement	<input type="checkbox"/> Water Main
<input type="checkbox"/> Storm & Drainage System	<input type="checkbox"/> Reclaimed Water Main
<input type="checkbox"/> Lake or Pond	<input type="checkbox"/> Force Main
<input type="checkbox"/> Sanitary Gravity System	<input type="checkbox"/> Lift Station
WAS COMPLETED BY THE CONTRACTOR IN ACCORDANCE WITH THE INTENT OF THE PROJECT PERMITS, APPROVED PLANS AND STANDARDS.	
SIGNATURE & DATE: _____	
NAME: _____	
FLORIDA LICENSE NO: _____	

APPENDIX B
PAY ITEM DESCRIPTIONS

33.3004-1	Bonds and Insurance	<p>The Lump Sum Price for Bonds & Insurance shall be full compensation for bonds and insurance, based on the original contract cost, in accordance with the contract documents.</p> <p>Payment will be a Lump Sum Payment</p>
33.3004-2	Mobilization / Demobilization	<p>The Lump Sum Price for Mobilization and Demobilization shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, materials, sanitary facilities, and surplus and/or spoil excavation handling cost(s) required to complete the work, in accordance with the plans and contract documents.</p> <p>The Initial payment will be 50% of the Lump Sum cost(s), with the remaining percentages billed by percentage of contract work completed exceeding 50% of the total Contract Cost(s).</p>
33.3.004-3	Maintenance of Traffic (F&I)	<p>The Lump Sum Price for Maintenance of Traffic shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and materials cost(s) required to provide and maintain advance and/or work zone vehicular and/or pedestrian maintenance of traffic, in accordance with the plans, contract documents, and/or governing regulatory agencies requirements.</p> <p>The Initial payment will be 50% of the Lump Sum cost(s), with the remaining percentages billed by percentage of contract work completed exceeding 50% of the total Contract Cost(s).</p>
33.3.004-4	Pre-Construction Survey Lay-out (F&I)	<p>The Lump Sum Price for Pre-Construction Lay-out shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and materials cost(s) required to provide, base line stationing, initial construction layout, and replacement of damaged and/or missing staking as the work progresses, to assure the E.O.R. and/or the PSLUSD can verify the work is progressing in accordance with the intended design.</p> <p>Payment will be based on the percentage of construction lay-out completed during each billing cycle.</p>
33.3004-5	Post Construction Survey As-built Survey (F&I)	<p>The Lump Sum Price for Post Construction As-builts shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and materials cost(s) required to perform the field survey and mapping requirements in accordance with the plans and contract documents, including AutoCAD and PDF copies of the As-Built Survey.</p> <p>Payment will be based on the percentage of As-builts completed and submitted for review during each billing cycle.</p>

33.3004-6	Erosion and Pollution Control (F&I)	<p>The Lump Sum Price for Erosion and Pollution Control shall be full compensation, 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).</p> <p>The Initial payment will be 50% of the Lump Sum cost(s), with the remaining percentages billed by percentage of contract work completed exceeding 50% of the total Contract Cost(s).</p>
33.3004-7	6' Temporary Chain Link Construction Fencing (F&I)	<p>The Lump Sum Price for the Temporary 6' Chain Link Fence shall be full compensation, including but not limited, the Prime and/or Sub-contractor(s) personnel, equipment, and materials cost(s), required for the installation of, maintenance of, and removal of, the temporary fencing installed during the excavation and/or installation of, the Lift Station, force and gravity sewer mains, and/or the demolition of the existing Lift Station, as deemed necessary by the EOR and the PSLUSD.</p> <p>The Initial payment will be 50% of the Lump Sum cost(s), with the remaining percentages billed by percentage of contract work completed exceeding 50% of the total Contract Cost(s).</p>
33.3004-8	Density Testing (F&I)	<p>The Unit Price for Density Testing shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and materials costs, required for passing in-place density tests, proctor test(s), and signed and seal test report(s), in accordance with the plans, and contract documents. The testing company is to be approved by the Owner.</p> <p>Payment will be made based on a Lump Sum basis for all passing signed and sealed test reports received, by the E.O.R and the PSLUSD.</p>
33.3004-9	Concrete Slump & Compression Testing (F&I)	<p>The Unit Price for Concrete Slump & Compression Testing shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and materials cost(s), required for each passing combination slump & compression test, and signed and sealed test reports, in accordance with the plans, and contract documents.</p> <p>Payment will be made on a Lump Sum basis for all signed and sealed concrete test reports received, by the E.O.R and the PSLUSD.</p>
33.3004-10	Clearing & Grubbing (F&I)	<p>The Lump Sum Price for Clearing & Grubbing shall be full compensation, included but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and materials cost(s), required to clear & grub and dispose of, all vegetation, concrete driveways, and all other miscellaneous debris.</p> <p>Payment will be based on the percentage of clearing & grubbing completed during each billing cycle.</p>
33.3004-11	Fine Grade, 1" Below Finish Grade (F&I)	<p>The Lump Sum Price for Fine Grading to 1" below Finish Grade shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and materials cost(s), required to fine grade the entire work zone to within 1" of Finish Grade and coordination with the City's Landscape Contractor.</p> <p>Payment will be based on the percentage of fine grading completed during each billing cycle.</p>

33.3004-12	Geogrid Turf Reinforcement	<p>This Unit Price for geogrid turf reinforcement shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment and material cost(s) for the installation of GeoBlock 5150 or approved equal in the driveway location as shown by the design plans. This product should stabilize the ground for truck traffic and allow grass to grow through. Price shall include a geotextile fabric underneath per the manufacturer's recommendation.</p> <p>Payment will be based on the total Square Feet of Geogrid Turf reinforcement installed.</p>
33.3004-13	Concrete Slab (4000 psi w/ Fiber Mesh), (F & I)	<p>This Unit Price for Concrete Slab shall be full compensation, including but not limited to, the Prime and/or Sub-contractor (s) personnel, equipment and material cost(s) required to construct the 6" thick concrete slab shown on the design plans.</p> <p>The unit price will be on a Square Yard basis and will be paid upon completion.</p>
33.3004-14	Concrete Driveway Turnout (4000 psi w/ Fiber Mesh), (F & I)	<p>The Unit Price for Driveway Turnouts shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and materials cost(s), required to construct the lift station driveway turnout and driveway concrete, in accordance with the plans, contract documents, and/or governing regulatory agencies requirements.</p> <p>Payment will be based on the total Square Yards of driveway turnout completed during each billing cycle, subject to passing slump & compression testing.</p>
33.3004-15	Existing Lift Station Bypass & Conversion (F & I)	<p>The price for the Bypass and Conversion of the Existing Lift Station shall be full compensation for maintaining in service and the conversion of the existing lift station to a sanitary manhole after new lift station is placed in service, including but not limited to, the Prime and/or Sub-Contractor(s) personnel, equipment, and materials cost(s), required to maintain operational service in accordance with the plans and contract document.</p> <p>Payment will be a Lump Sum payment based on percentage of work completed in billing cycle.</p>
33.3004-16	10" C-900 PVC Sanitary Sewer (F & I)	<p>The Unit Price for 10" C-900 PVC sanitary sewer main shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material cost(s), required to construct the 10" sewer main, in accordance with the plans and contract documents. Payment will be based on the total Linear Feet of 10" Sanitary Sewer installed.</p>
33.3004-16a	Manhole Core	<p>This price includes coring of the existing sanitary manhole to accommodate the proposed sanitary sewer main to the proposed wetwell.</p> <p>Payment is on a Lump Sum basis.</p>
33.3004-17	8" C-900, DR-18, PVC, Force Main & Locating Wire (F&I)	<p>The Unit Price for 8" PVC Force Main shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material cost(s), required to construct the 8" PVC force main, in accordance with the plans and contract documents.</p> <p>The cost locating wire shall be included in the 8" PVC Unit Price.</p> <p>Payment will be based on the total Linear Feet of 8" PVC installed during each billing cycle.</p>

33.3004-18	12" C-900, DR-18, PVC, Force Main & Locating Wire (F&I)	<p>The Unit Price for 12" PVC Force Main shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material cost(s), required to construct the 12" PVC force main, in accordance with the plans and contract documents.</p> <p>The cost of locating wire shall be included in the 12" PVC Unit Price.</p> <p>Payment will be based on the total Linear Feet of 12" PVC installed during each billing cycle.</p>
33.3004-19	Epoxy Lined, C-153, 350 PSI, D.I.P Fittings (F&I)	<p>The Unit Price for C-153, Epoxy Lined DIP Fittings shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material cost(s), required to construct DIP fittings, in accordance with the plans and contract documents.</p> <p>The cost(s) of restraints shall be included with the DIP Fitting Unit Price.</p> <p>Payment will be based on the total DIP fitting Tonnage installed during each billing cycle. Tonnage shall be based on the published weight of the fitting only, bolts, nuts, glands, and any other appurtenances shall be incidental and will not be considered into the tonnage weight.</p>
33.3004-20	Force Main Wet-tap (F&I)	<p>The Unit Price for Force Main Wet-tap shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material cost(s), required to construct the wet-tap, in accordance with the plans and contract documents.</p> <p>Payment will be based on Each wet tap installed complete during each billing cycle.</p>
33.3004-21	Automatic Air Release Valve (F&I)	<p>The Unit Price for an Automatic Air Release Valve (AARV) shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material cost(s), required to construct the AARV, in accordance with the plans and contract documents.</p> <p>Payment will be based on Each AARV installed complete during each billing cycle.</p>
33.3004-22	Functional Testing - Force Main (F&I)	<p>The Price for Functional Testing of the Force Main shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material cost(s), required to flush and pressure test the force main, in accordance with the plans and contract documents.</p> <p>Payment will be a Linear Foot basis based on the amount of pipe tested during each billing cycle.</p>
33.3004-23	Tie-in to existing Force Main (F&I)	<p>The price for tying into the existing Force Main shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material cost(s), required to connect to the existing Force Main, in accordance with the plans and contract documents including draining the existing main and disposal of any drained solids or liquids.</p> <p>Payment will be based on Each force main tie-in completed during each billing cycle.</p>
33.3004-23a	Tie-in to existing Booster Pump Station (F&I)	<p>The price for tying into the existing Southport Booster Station and shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material cost(s), required to connect to the existing Gravity Main, in accordance with the plans and contract documents.</p> <p>Payment will be based on tie-in completed.</p>

33.3004-24	Cap Existing Force Main (F & I)	<p>The price for capping the existing Force Main shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material cost(s), required to cap the existing Force Main, in accordance with the plans and contract documents.</p> <p>Payment will be based on Each cap completed during each billing cycle.</p>
33.3004-25	Functional Testing - Sanitary Sewer System (F & I)	<p>The price for Functional Testing of the sanitary sewer system shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material cost(s), required to clean, leak test, mandrel test and TV test the sanitary sewer mains, in accordance with the plans and contract documents. Manhole testing is to be included in the price for sanitary sewer functional testing.</p> <p>Payment will be on a Lump Sum payment based on all pipe completed and includes manhole testing.</p>
33.3004-26	Lift Station (Complete), (F&I)	<p>The Lump Sum Price for the installation of the Lift Station shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material cost(s), required to construct the lift station complete, including but not limited to, the wet-well, valve assembly, pumps, power conduits, piping, valves, and odor control scrubber, in accordance with the plans and contract documents. This cost shall also include all related testing and providing gravel (535 sq ft \pm) around the fenced portion of the lift station.</p> <p>The Control Panel assembly and Fiber Optic Communication system is paid as a separate item.</p> <p>Payment will be a Lump Sum payment based on a percentage of completed work during each billing cycle.</p>
33.3004-27	Control Panel with Fiber Optic Communication), (F&I)	<p>The price for the installation of the Control Panel and Communication System shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material cost(s), required to construct and program both in the field and control room, the complete control and fiber optic communication system, including, but not limited to, the fiber optic cable, Multismart pump controller, control components, level probes, pressure transducers and conduits, in accordance with the plans and contract documents.</p> <p>Payment will be on a Lump Sum basis for the complete control panel assembly, fiber optic communication and all appurtenances based on a percentage of completed work during each billing cycle.</p>
33.3004-28	Electrical Service (Complete), (F&I)	<p>The price for the installation of the 230 volt/150 Amp Electrical Service shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material cost(s), required to construct complete, including but not limited to, conduits, electrical disconnect, meter can, wiring, grounding, and permitting, in accordance with the plans and contract documents.</p> <p>Payment will be a Lump Sum payment based on a percentage of completed work during each billing cycle.</p>
33.3004-29	6' Chain Link Fence, (w/2-10' Gates), (F&I)	<p>The price for the 6' Chain Link Fence shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material cost(s), required to construct complete the lift station fence, in accordance with the plans and contract documents.</p> <p>Payment will be a Lump Sum payment based on a percentage of completed work</p>

		during each billing cycle.
33.3004-30	Seed and Mulch	<p>The price shall be full compensation, including but not limited to, the Prime and/or Sub-Contractor(s) personnel, equipment, and material cost(s) required to construct the sod in all areas not addressed otherwise as shown on the plans. Watering and mowing of seed and mulch is included in the cost of seed and mulch.</p> <p>Payment will be on a Square Yard basis of completed work during each billing cycle.</p>
33.3004-31	Sod	<p>The price shall be full compensation, including but not limited to, the Prime and/or Sub-Contractor(s) personnel, equipment, and material cost(s) required to construct the seed and mulch in all areas around the pipeline work parallel to the canal as shown on the plans. The Contractor will not be paid for sod in areas disturbed outside of areas shown on the plans. The sod shall be placed in the utility easement around the new lift station and at the demolition site of the existing lift station. Watering and mowing of sod is included in the cost of sod.</p> <p>Payment will be on a Square Yard basis of completed work during each billing cycle.</p>
33.3004-31a	Landscaping	<p>The Lump Sum Price shall be full compensation, including but not limited to, the Prime and/or Sub-Contractor(s) personnel, equipment, and material cost(s) required to construct the landscaping. The landscaping shall be placed in the as directed by the Owner/Engineer.</p> <p>Payment will be on an allowance basis based on the percentage of completed work during each billing cycle.</p>
33.3004-32	Water Service – Double Long (Complete), (F&I)	<p>The price for the Water Service – Double Long shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material costs, required to construct complete, including but not limited to, tapping main, 2" service with a 1" meter riser, 1" RPZ backflow preventers, hose bib, pressure transducer, and conduit, in accordance with the plans and contract documents. To be coordinated with item below.</p> <p>Payment will be a Lump Sum payment based on a percentage of completed work during each billing cycle.</p>
33.3004-32a	Extra Water Service (Complete), (F&I)	<p>The price for the Extra Water Service shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material costs, required to construct complete, including but not limited to, manifold off the 2" service, 1" meter riser, meter box, angle valve in accordance with the plans and contract documents. No RPZ, pressure transducer and conduit required on this water service. To be located outside fence on south side.</p> <p>Payment will be a Lump Sum payment based on a percentage of completed.</p>
33.3004-33	Cementitious Grout	<p>The price for Cementitious Grout shall be full compensation, including but not limited to, grouting the existing mains to be abandoned as shown on the plans. All abandoned mains shall be grouted.</p> <p>Payment will be a Linear Foot basis for the amount of pipe grouted.</p>
33.3004-34	Indemnification	<p>The Lump Sum Price for Indemnification shall be full compensation for providing Indemnification to the City of Port Saint Lucie, in accordance with the contract documents.</p> <p>Payment will be a Lump Sum Payment.</p>

END OF SECTION

APPENDIX C

UTILITY STANDARDS MANUAL

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)

APPENDIX D

UTILIY STANDARD DETAILS

WEBSITE:

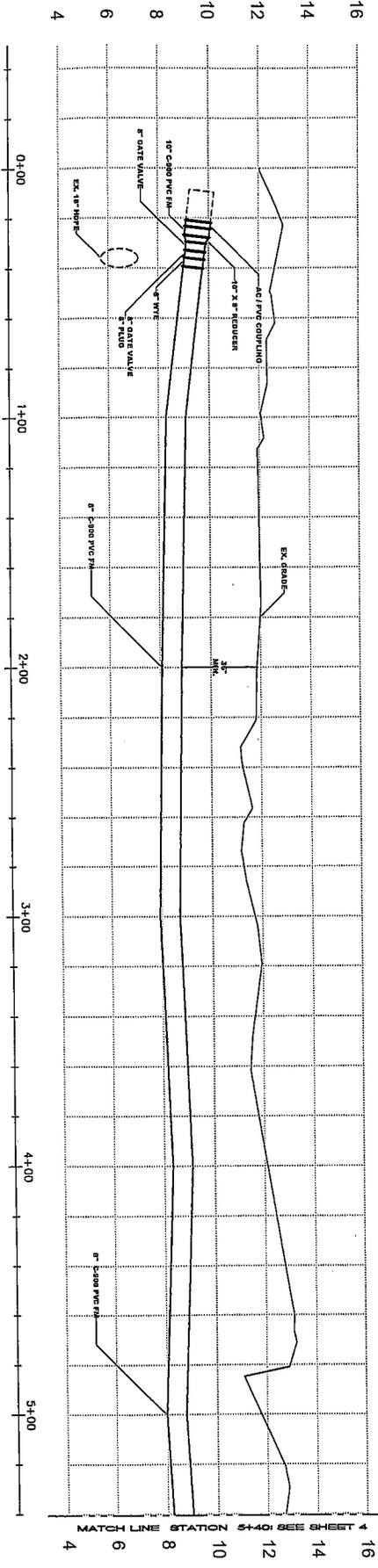
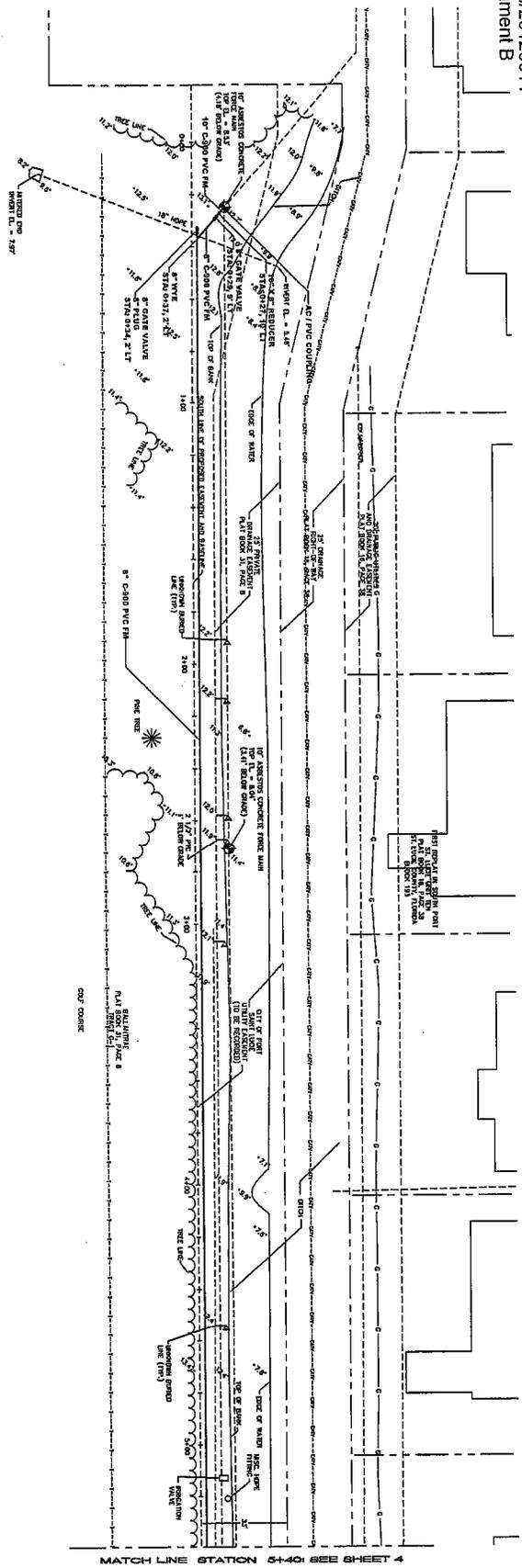
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APPENDIX E

QUALIFIED PRODUCTS LIST

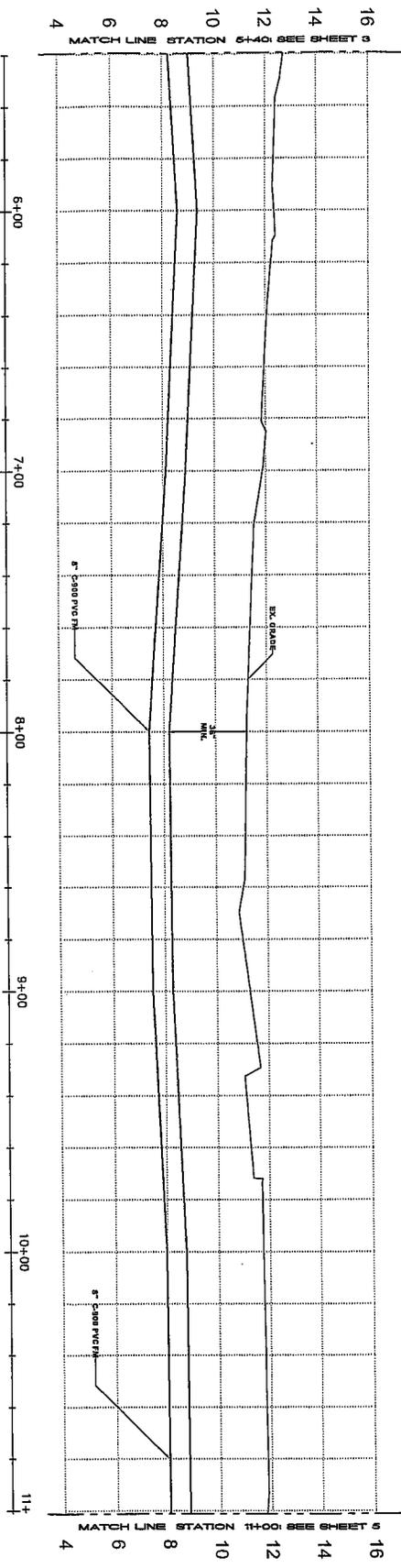
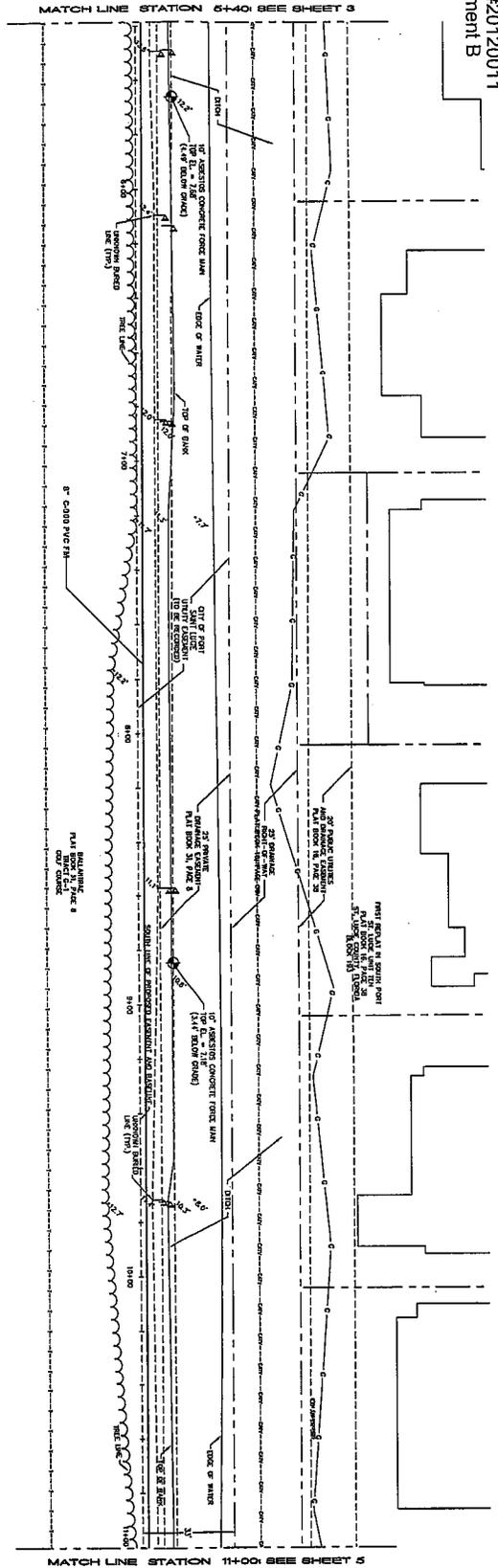
WEBSITE:

[HTTP://WWW.CITYOFPSL.COM/UTILITY/COMMERCIAL-
DEVELOPMENT/UTILITY-CD-DESIGN-REVIEW.HTML](http://www.cityofpsl.com/utility/commercial-development/utility-cd-design-review.html)



NOTE:
ALL ELEVATIONS SHOWN OR REFERENCED
WITHIN THESE PLANS ARE BASED UPON NORTH
AMERICAN VERTICAL DATUM (NAVD) 1988.

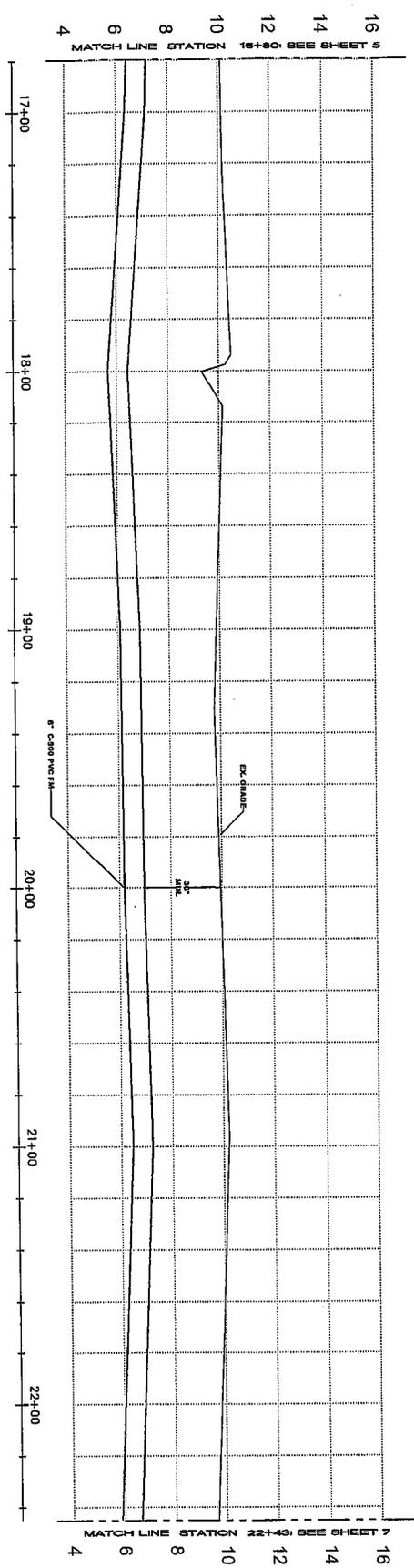
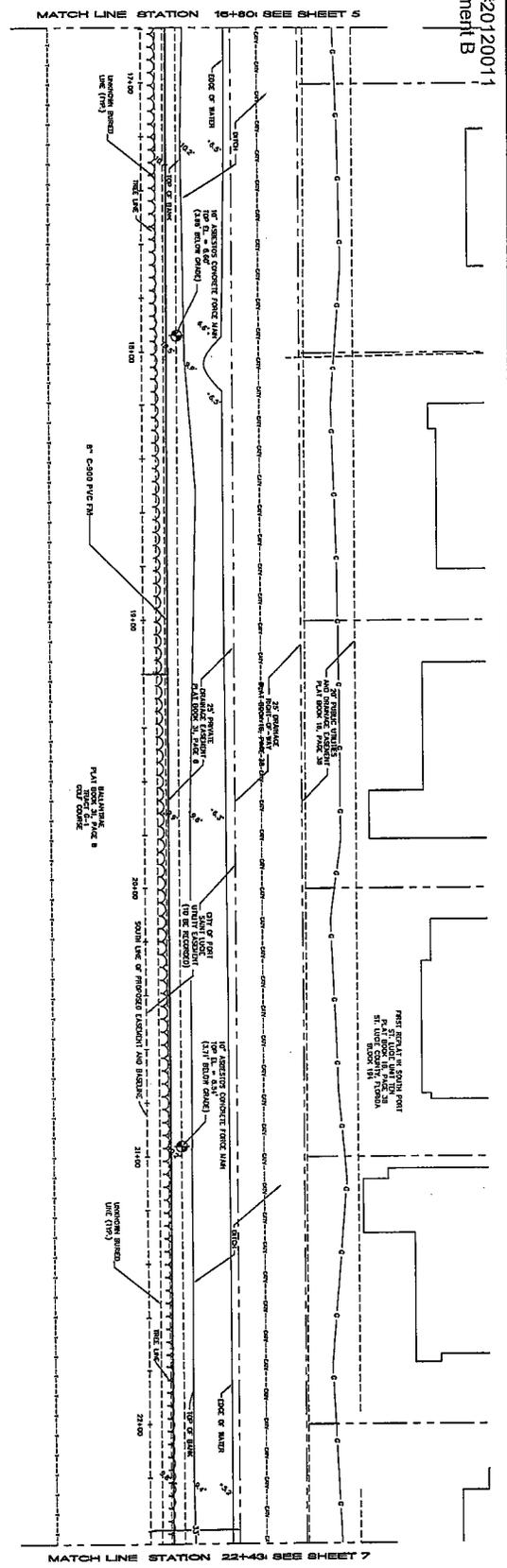
 CITY OF PORT ST. LUCIE UTILITY SYSTEMS DEPARTMENT 900 S.E. OGDEN LANE PORT ST. LUCIE, FL 34983 PHONE (772) 873-6400 FAX (772) 873-6433	LIFT STATION SP-04 PLAN & PROFILE	SHEET 3	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2">REVISIONS</th> <th colspan="2">SHEET DATA</th> </tr> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	REVISIONS		SHEET DATA		NO.	DATE	BY	DATE																
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NOTE:
ALL ELEVATIONS SHOWN ON THIS SHEET
WITHIN THESE PLANS ARE BASED UPON NORTH
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SHEET 4	LIFT STATION SP-04 PLAN & PROFILE	 CITY OF PORT ST. LUCIE UTILITY SYSTEMS DEPARTMENT 900 S.E. OGDEN LANE PORT ST. LUCIE, FL 34983 PHONE (772) 873-6400 FAX (772) 873-6433	REVISIONS NO. BY DATE 1. BY DATE	SHEET DATA DESIGNED BY DATE DRAWN RRM 06-11-2011 CHECKED APPROVED CAP FILE NO. 11-11-11 PROJECT NO. 25200
			LARRY C. SOUTHERLY P.E. 6-4895	



NOTE:
ALL ELEVATIONS SHOWN ON THESE SHEETS
WITHIN THESE PLANS ARE BASED UPON NORTH
AMERICAN VERTICAL DATUM 1988 (NAVD 1988).

SHEET
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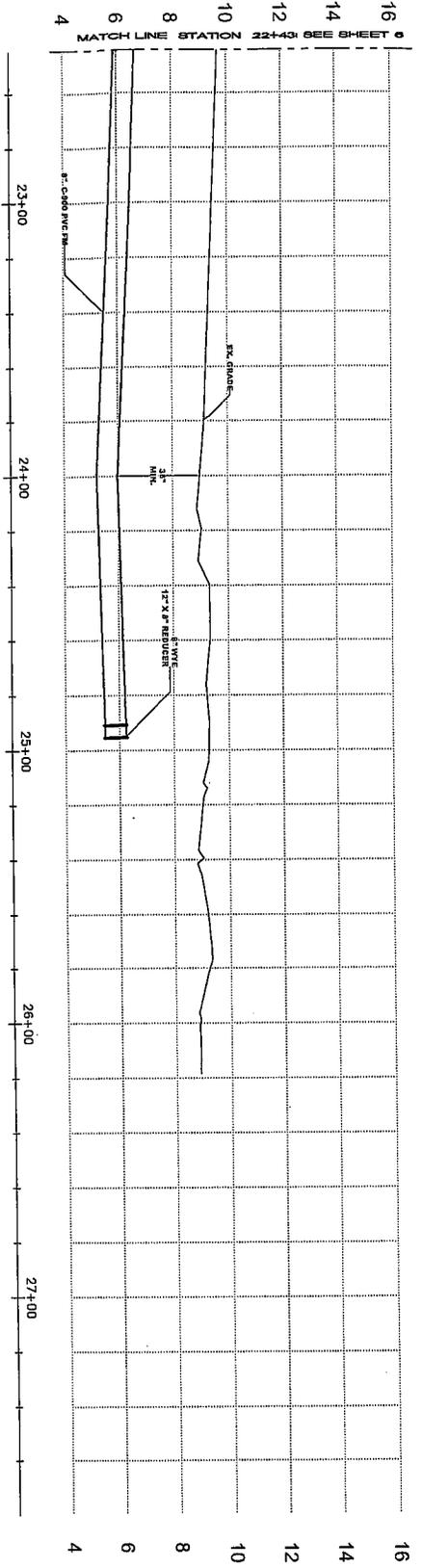
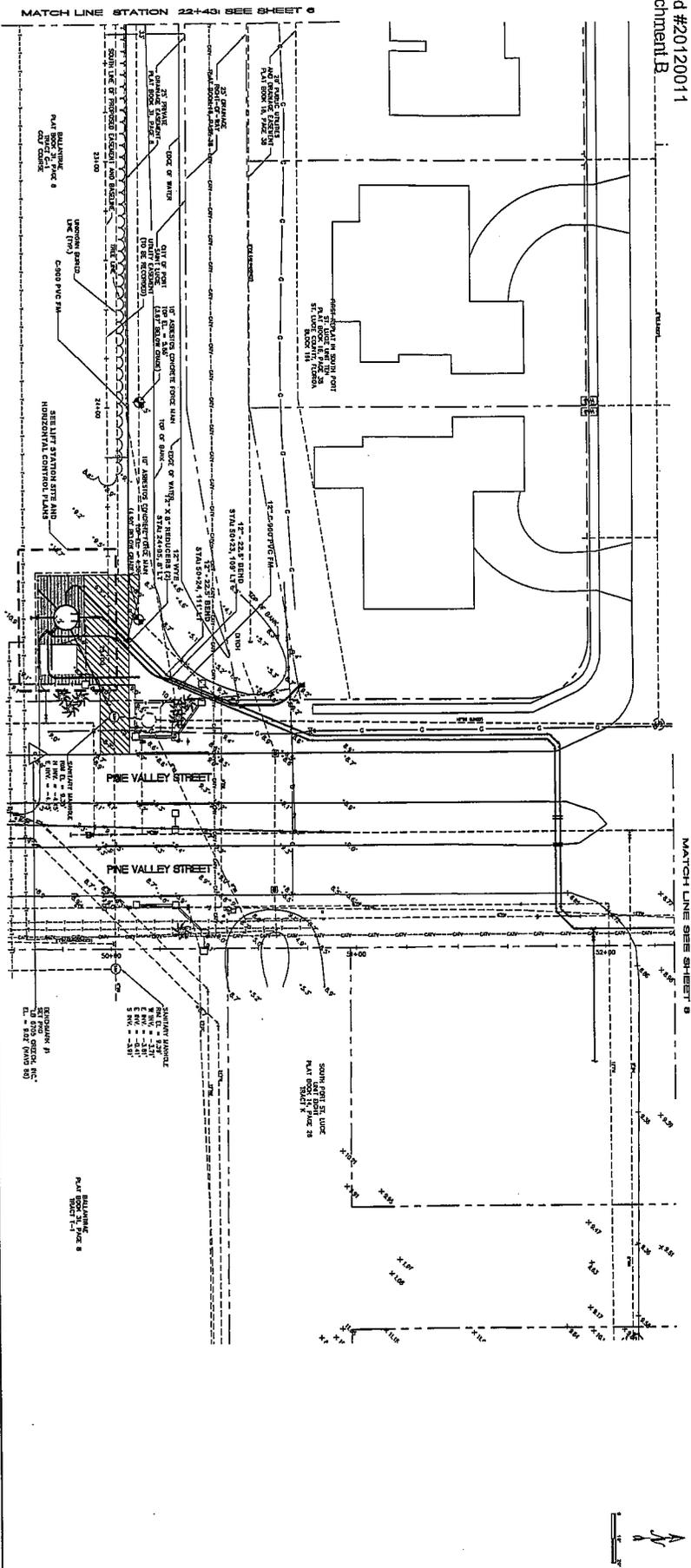
LIFT STATION SP-04
PLAN & PROFILE



CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT
900 S.E. OGDEN LANE
PORT ST. LUCIE, FL 34983
PHONE (772) 873-6400 FAX (772) 873-6433

Scale of drawing: 1" = 10'-0"
Scale of profile: 1" = 10'-0"
Date: 05/11/2011
Drawn by: [Name]
Checked by: [Name]
Approved by: [Name]

KEYNOTES		SHEET DATA	
NO.	TEXT	BY	DATE
DESIGNED	BY	DATE	
DRAWN	BY	DATE	05/11/2011
CHECKED	BY	DATE	
APPROVED	BY	DATE	
DATE FILED	BY	DATE	
PROJECT NO.	113003		



NOTE:
ALL ELEVATIONS SHOWN ON REFERENCES
WITHIN THESE PLANS ARE BASED UPON NORTH
AMERICAN VERTICAL DATUM 1988 (NAVD 88).



CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT
900 S.E. OGDEN LANE
PORT ST. LUCIE, FL 34983
PHONE (772) 873-6400 FAX (772) 873-6433

DESIGNED BY DATE
DRAWN BY DATE
CHECKED BY DATE
APPROVED BY DATE
CAD FILE NAME: 01-11-2011
PROJECT NO.: 23300

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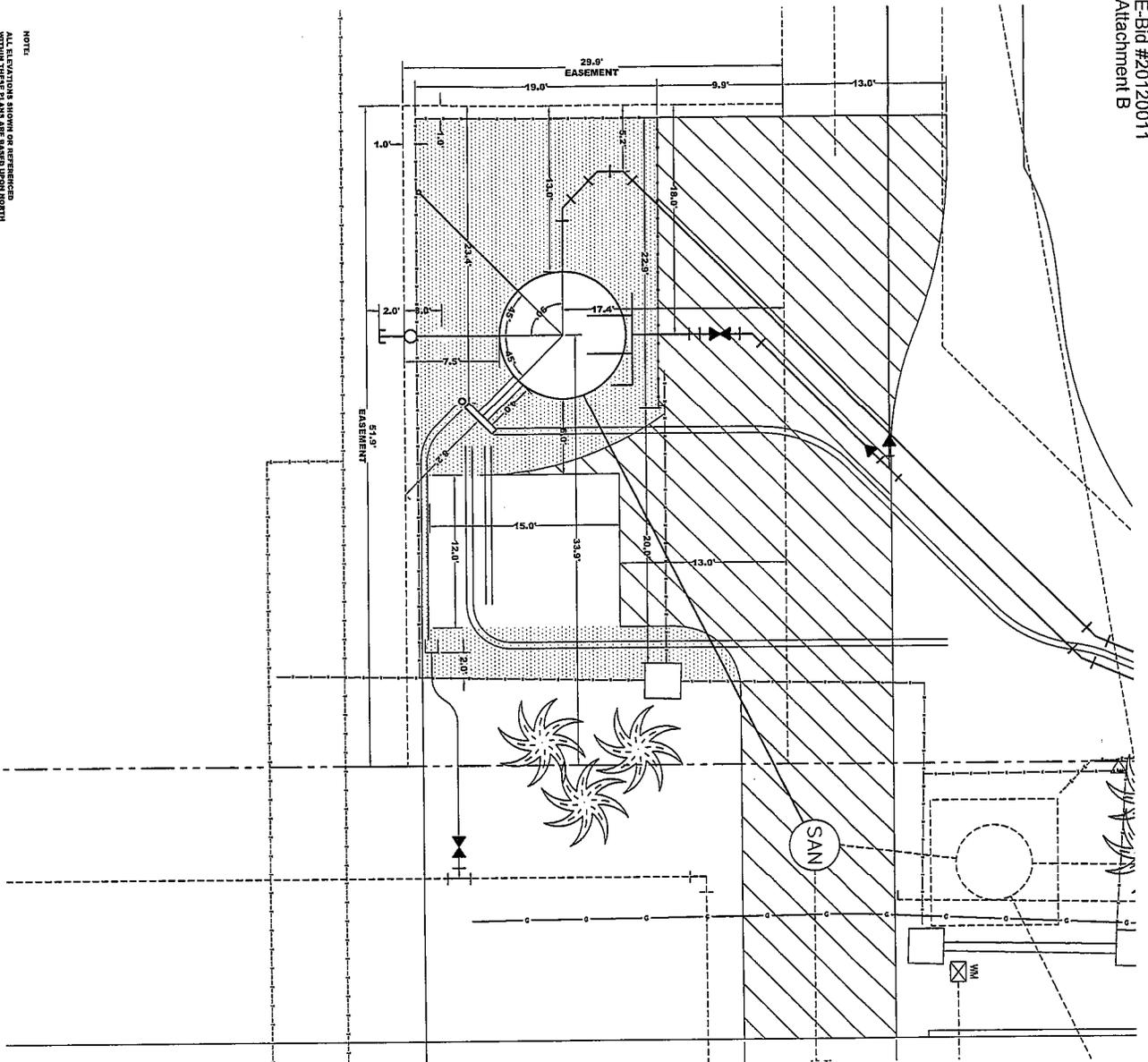
SHEET
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LIFT STATION SP-04
PLAN & PROFILE

LANCEY G. SOUTHERLY
P.E. # 48356

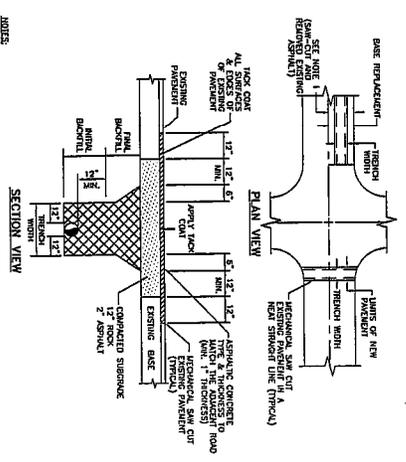
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NOTE:
ALL UTILITIES SHOWN ARE BASED UPON HORIZONTAL
AND VERTICAL DATA AND ARE BASED UPON HORIZONTAL
AND VERTICAL DATA (NO. 1000 1981)



UTILITY ROAD CUT PAVEMENT RESTORATION

- NOTES:
1. PAVEMENT RESTORATION FOR CONDUIT ROAD CUTS IN ALL SURFACE SOILS OF 24" LAYER WORK.
 2. WHEN AN INTERSECTION OR MAJOR CONDUIT STREET IS OPEN CUT WITHIN THE LIMITS OF THE CUT, THE PAVEMENT SHALL BE RESTORED TO ORIGINAL CONDITION AND SHALL BE MATCHED TO THE ADJACENT ROAD PAVEMENT.
 3. WHEN STREET OTHER THAN ARTERIALS OR MAJOR COLLECTIONS ARE OPEN CUT LONGER THAN TWO FEET AT THE INTERSECTION, THE PAVEMENT SHALL BE RESTORED TO ORIGINAL CONDITION AND SHALL BE MATCHED TO THE ADJACENT ROAD PAVEMENT.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM ALL AGENCIES THAT MAY BE INVOLVED IN THE RESTORATION OF THE ROAD CUT.
 5. ALL WORK SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS AND THE STANDARD SPECIFICATIONS FOR ROADWAY CONSTRUCTION, 1000 F-100.



<p>LIFT STATION SP-04 HORIZONTAL CONTROL</p>	<p>CITY OF PORT ST. LUCIE UTILITY SYSTEMS DEPARTMENT 900 S.E. OGDEN LANE PORT ST. LUCIE, FL 34983 PHONE (772) 873-6400 FAX (772) 873-6433</p>	<p>DESIGNED BY: AAN DATE: 05-11-2011</p>	<p>PROJECT NO. 03304</p>						
		<p>DRAWN BY: AAN</p>	<p>APPROVED BY: [Signature]</p>						
<p>10 SHEET</p>	<p>LARRY E. SOUTHERLY P.E. # 48333</p>	<p>REVISIONS</p> <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	BY				<p>DATE: 05-11-2011</p>
NO.	DATE	BY							

Addendum #1
E-Bid #20120011
Southport #4 Lift Station Replacement & Force Main Replacement
December 6, 2011

Bid Opening Date Change:

1. The E-Bid opening date has been changed to **January 5, 2012 at 3:00:00 PM**. The location of the opening has not been changed.

Instructions to Bidder:

Each bidder **MUST** acknowledge receipt of any addenda on the Bid Reply Sheet #20120011 in order to have his/her bid or proposal to be accepted.

Addendum #2
Pre-Bid Meeting Summary
Southport #4 Lift Station Replacement & Force Main Replacement
E-Bid #20120011
December 6, 2011

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

1. Sign-In Sheet
2. Introduction of key personnel
3. **Reminder:** Bid opening date is December 22, 2011 at 3:00 pm.

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

No Bid will be accepted after that date and time.

4. Review of Specifications requirements:
 - 5% Bid bond is required. This is to be scanned and uploaded and submitted with the required documents. Immediately after the opening, the Bid Bond is to be mailed to the City. If the **original** Bid Bond is not received within 3 days after the opening, the bid may not be considered.
 - Last date for questions is December 14, 2011. All questions must be submitted in writing to Robyn Holder at rholder@cityofpsl.com.
 - Refer to Item #7 on Page 5 of 32 for the e-bid submittal requirements.

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

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

5. Turn over to: Denise Burton from the Utilities Department.

This project is a replacement of the existing Southport #4 Lift Station that is located on Pine Valley just south of Sunrise right across from the Southport Booster Pump Station. It will be diagonal to the existing Lift Station that is currently there. It's a 10 foot wet well, it's about 25 feet deep, two 15 horsepower pumps. There will be an area where you will have to have some geogrid to stabilize the earth area. We're not going to do a poured driveway in that location. There will be a fence but we're going to have a rolling gate on this, it's a little different than we normally typically do. This will be a control panel that will utilize fiber, which in the past we've only done radio, so this is a little bit of a new challenge for us to do there. That is basically a summary of what we're looking for here. Currently what happens is from the Northern portion all the Lift Stations on the Northern section drain to this Lift Station. That's still going to be the case, but we're going to use some re-routing of the existing lines; as you can see on sheet number 8, will show you how we're going to do it. And also, we're going to bring it back into

the Southport Pump Station. We're going to do a secondary line that goes on the Southside of the entrance into the Lift Station and we're going to connect it into the Booster Pump Station, a detail will be provided (that was one of the questions that came up). We'll have that in the addendum of how we're going to make that connection there. That's a general overview of what we're looking for.

I know that you submitted some questions; we are working on some of the answers to those. Especially the ones from the electrician we do have most of that done and we are just waiting for a couple of answers on that. The control panel is probably one of the questions that you guys had, so we're working on that as well.

Questions:

1. Q. The fiber control panel, it's going to go from there to where, just out of curiosity?

A. The pole box on Pine Valley. It's just North of the Ballantrae Metering Station, which is just south of this. It's in the same location, just down the street. There is a pole box there, so the fiber runs going to go from that location, up Pine Valley, hopefully we can sweep it in and not have to put another pole box, but we may have to. Then there will be a pole box at the base of the control panel so we can wrap some fiber in that pole box and not into the panel. That's the goal.

2. Q. Isn't that pole box in the center median?

A. Yes.

3. Q. So there'll have to be a directional bore or an open cut there to get the conduit across the road?

A. Right, but if we can put it in; we have to open cut the road anyway. Not in that location, but we'll either bore it or ... I would say we bore it underneath there. But, that'll come out in the addendum for sure. We'll give you the particulars of that. I think your responsibility is just to provide the conduit. I think Engineering Department will be providing the actual connection.

4. Q. The other thing, just out of curiosity, where the Lift Station and the manhole are, you're showing it going into the Lift Station, the tie in, I believe going into the manhole?

A. Right. That's going to be interesting, because it's down deep, so that's going to be... You're going to have to core the existing manhole because we're trying to flow everything through. We're going to turn the existing Lift Station into a manhole and so we're going to take that southern most manhole, core it, and put a pipe into the new Lift Station, that's down there about 25 feet or so. The elevations are on the plans.

Yeah, it should be clear.

We do have sensitive neighbors, that is the Ballantrae Golf Course, so we have to be sensitive to that. There is a line of trees that, we're putting where the force main has to go, down that run, that's south of the canal. There is a line of trees, strangler figs and a whole bunch of different trees in that area that they don't want touched. So, that's going to require a small piece of

equipment to get down in there and not to disturb that area. You don't have a lot of room there so just making sure you understand that. It's going to be tight.

5. Q. So really there is no clearing and grubbing on that?

A. I would say no, because there is really no big trees. There might be a little bit of clearing, to be honest, there might be a little bit of clearing and grubbing just where we're putting the Lift Station itself because they've got a berm there and they've got some trees and stuff there. So you might have to cut into that berm, I'm not sure. We've tried to stake it out, the best that we could, but once we actually stake it out we'll be able to see a little bit better on what has to be done. We try to leave as much as we can the way it is. We disturb minimal amounts so that's the goal. We don't want you cutting it down if you don't have to basically. We'll try to put the Lift Station over toward the East so that you wouldn't have to. But there is a berm in that location, that will have to be restored, somewhat. You won't be able to put exactly the same thing back.

6. Q. Back to the Lift Station, turning it into a manhole. I was just curious, maybe I'm missing something there, but couldn't you just bring that line and tie directly into the manhole, since you're diverting the flow with a Y and just do away with the Lift Station?

A. The problem that we have is, we have all this stuff coming from the North and it's going through that Lift Station and then we have stuff coming from the South that's going through the manhole that's going into the Lift Station. So we've got flow coming this way and we've got flow coming that way.

7. Q. There's another manhole coming from the West?

A. Yes. So that's the only way we could figure how to get it into a Lift Station and we can grab all the flow that we needed to grab, so we decided to do it that way.

8. Q. Are we coating that Lift Station?

A. Yes, our specs say the existing Lift Station will be made into a manhole and coated with the PSLUD approved product which I believe is Strong seal. The new lift station will have a GU liner per PSLUD specifications. We will also be coating the manhole that is south of the existing Lift Station.

9. Q. No, I meant at the existing lift station. It said the manhole, I think.

A. Yes, we have the existing Lift Station. No, the Lift Station too. Existing Lift Station with concrete to be coated with approved coating; it does say it on the plans.

10. Do you have preferred product?

A. What we are using Strong Seal.

11. Q. Do you have a contact for Strong Seal?

A. It is the Hinderland Group is one of the contractors and there's TV Diversified is another contractor that, they're both certified to spray it.

12. Q: Are there other products on there?

A: I don't think so, not any more. Because this isn't a Tremie Pour Lift Station, it is a pre-cast right?

It's our standard Lift Station that we've done at SP #42 and before. It's actually more like NP #5 as far as depth; other than we're doing a 10 foot wet well because it is a master Lift Station that takes flow from the northern Lift Station and we need additional storage.

13. Q. That was one question I had; there's no dimension on the wet well, and I didn't see it in there.

A. There's a bottom elevation, there's a top elevation. The plans have been revised to show the dimensions, but the shop drawings from the manufacturer must be submitted and approved prior to construction.

14. Q. No, I was talking about the diameter.

A. I thought we had it on there, but perhaps we do not. We'll check that and make sure, it is the 10 foot diameter wet well though. But I think we might have called it out somewhere and it's not. We'll get that added to the plans. It is the above ground piping, which is fairly new to the City so just, Southport #42 is one that we did recently, I don't know if Rivergate Plaza has it too, so both of you know what we're talking about? But that's our new design. Just download our new standards because our new standards don't use a pedestal anymore we, okay so just download the new standards. I think NP#5 we used a post, but just so you know, it's going to be 4 foot diameter aluminum posts that we use supporting the control panel and FPL meter and the other, we don't use a pedestal anymore.

15. Q. 4 inch or 4 foot?

A. 4 inch diameter, which is called out in our specs. 3 inch is called in our specs but in the supplemental conditions we referenced a 4 inch.

16. Q. Now I noticed this has the multi-trode system and there's no coordination issue with them and control panel manufacturers anymore, right?

A. I'm not aware of any. The last time we had issues but I think that's been resolved. I guess they have to bid it. I think acceptable panel manufacturers, if I'm not mistaken are Multi-Smart, Multi-Tread is one, Curry of course is two, and then Lighthouse, ECI is the third one. Those are the three I believe still on the GPL. I can check that though. Again if there is a problem, you'll have to let us know and we'll have to resolve it. Any issues with pricing or whatever we had on the last one seems to be resolved. Please let us know if you encounter any issues.

ECI, I think they've since done one over by Publix that seemed to be okay. That was a Flygt System.

17. Q. Did they use a Multi-Smart in it?

A: They used a Flygt Control unit. But then they put the Multi-Smart in the control panel.

I'm just trying to think of the one that came after the one that had the issue. We had that worked out, so it looks like they are okay.

At Rivergate they used a multi-smart in it. We should not have any issues with that. I think initially what the issue was, who was going to be doing what whenever it comes to start up and everything like that.

They've all built one so they should all be familiar with the set up. They've all actually built one, your right.

The only difference would be the fiber components in this one this time instead of the radios. They may have to resize the panel a little bit for everything to fit in there now.

18. Q. You're coming up with that though, that design?

A. We will give you a guide line. We'll give you something.

Basically the panels are the same. I'm putting together what additional components have to be put in and what ones have to be taken out. So it's basically, and the sizing will probably have to change, but I want to see, I don't want to restrict the panel manufacturer, because maybe we can fit it deep wise, I don't know, so I want to try to resolve by shop drawing review. Jamie's opinion is that it's going to have to be a 4x4 panel and the door has to be a big panel. That's the only way to fit the fiber components in there.

The panels are pretty packed as it is. We're only going to add more to it, I don't think you're going to add any more to it without changing the size. We're taking the radio out, you know, but it's still not enough room. It's not in the spec either.

On the panel that you said had a 4 foot door, I don't see any reason why there can't be a double door, unless there is a specific reason why.

19. Q. Open it this way?

A. Yeah, both sides. That would be easier.

20. Q. Do you have any soils information?

A. We do not have any soils, I don't think. We have survey, we probably need to. I don't know if that's a line item in there or not. No, meaning where those new lift stations go, you know, there's compaction testing and concrete testing. At 25 foot deep it could be a lot more than dirt.

It could be a lot of different things. It could be shells; it could be a lot of things. I'll make a note and see what we can do about that. We have some information from the existing Lift Station that's not that far away, it's in the same general area and it's that deep. So ours is a little deeper.

21. Q. Just out of curiosity, with the proximity of the manhole and everything going in that area, I'll probably have to have shoring about a 20x20 foot area, that won't impact anything, right? I don't have the plans in front of me; it won't impact any gravity mains or anything coming through there right?

A. There is a gravity main that's to the North of the existing Lift Station. I'm not sure if it's 20 feet or not, I don't have my scale here. Well that would be centered on the Lift Station, so it'll be 10 foot either side.

I think you're going to be okay. I don't think there's anything coming that way because, this comes this way, goes that way, and this one goes North, and there's nothing South of there from what we were able to identify, there's nothing critical South of there. There's some irrigation lines and stuff like that but that's not a big deal.

22. Q. How about the dewatering? Do we have to have quiet pack dewatering pumps for the neighbors there or what?

A. I would imagine that you would have to have something in that neighborhood. Especially, not so much the Ballantrae people.

If you're going to running pumps 24 hours a day you're going to need a noise permit, you'll need to satisfy the noise permit conditions. The noise permit is free from the Police Department.

Yes, it is. But it's not so much the Ballantrae people, because they have a golf course between where you're working and it's the people on Sunshine that are pretty close. So just keep that aware. They'll be across the street, but there are a bunch of residences that would be very close on Sunshine.

Back to your other question Ben, there is a water main that's kind of Southeast and South of that manhole, we could be close if we needed to sheet pile but, I don't believe that that's the transit line.

Yeah, we typically use slide rail systems so we don't like to use steel sheeting. But, because it's a 10 foot station we can't use a 16x16, we going to have to get a 20x20.

Just for clarification, Dave will be the Project Manager.

Are there any questions with the quantities?

No. I don't think so, it's more of some bid items left out like asphalt replacement, stuff like that.

Is that in the questions already submitted?

Yes I have that.

Are there any other questions?

Just to reiterate one question, you have a landscape item in there, but there's no, and I think I put this in the questions I sent to you. There's no description of what type of landscaping you'd like. The landscaping item will be removed from the bid tab.

I thought at the time we were going to put an amount in there and just kind of an allowance.

23. Q. An allowance?

A. Right and we didn't. So we'll add the allowance and we'll say, "This is all we're willing to put back". It's up to Ballantrae to decide what they want, if they want anything at all; so we'll put a dollar amount in there for you and not to exceed that.

With no further questions, the meeting was adjourned.

Please keep in mind that it is an electronic bid; we will not accept any hard copies. Everything is to be uploaded and submitted through DemandStar and you have until 3:00 on December 22. We suggest that you do that at least a day ahead of time or several hours before. We are not responsible for any internet outages, or power outages. So if you don't make your submittal in time, it will lock you out and you will not be allowed to bid. Also, the original bid bond must be received within three business days after the opening or we may not consider your bid.

NOTE: The bid opening date has been changed to January 12, 2012 at 3:00 PM. The location for the opening has not been changed.

Instructions to Bidder:

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

AGENDA

Pre-Bid Conference

E-Bid #2012011

Southport #4 Lift Station Replacement & Force main Replacement

December 6, 2011 at 10:30 am

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

1. Sign-In Sheet
2. Introduction of key personnel
3. **Reminder:** Bid opening date is December 22, 2011 at 3:00 pm.

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

No Bid will be accepted after that date and time.

4. Review of Specifications requirements:
 - 5% Bid bond is required. This is to be scanned and uploaded and submitted with the required documents. Immediately after the opening, the Bid Bond is to be mailed to the City. If the **original** Bid Bond is not received within 3 days after the opening, the bid may not be considered.
 - Last date for questions is December 14, 2011. All questions must be submitted in writing to Robyn Holder at rholder@cityofpsl.com.
 - Refer to Item #7 on Page 5 of 32 for the e-bid submittal requirements.

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

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

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

Pre-Bid Conference
E-BID #20120011

Southport #4 Lift Station Replacement & Force Main Replacement
December 6, 2011 @ 10:30 am

Name (Please PRINT legibly)	Company Name	E-Mail Address	Telephone # & FAX #
1. Robyn Holder	CITY of PSL-OMB	rholder@cityofpsl.com	T 344-4293 F 871-7337
2. BRIAN KILEY	HOLLANDS PUMP	BRIANE.HOLLANDS.AUMP.COM	T 501-352-6509 F 501-683-7247
3. David Kosper	PSCUSA	DKosper@CityofPSL	T 772 873-6400 F
4. Michael Solty	PSL USD	MSolty@city of PSL.com	T 772 - 344-4121 F 772-344-4913
5. Jamie Franklin	PUSD	JFranklin@cityofpsl.com	T 772. 528-0348 F 772- 344-4310
6. BEN BRUMMER	Felix Associates of Florida Inc	brummer@felixassociates.net	T 772.220.2722 F 772.220.2728
7. Mel Roush	Mel Roush Const INC.		T 772 336-0623 F 772 336-0488
8.			T

Pre-Bid Conference
E-BID #20120011

Southport #4 Lift Station Replacement & Force Main Replacement
December 6, 2011 @ 10:30 am

	Name (Please PRINT legibly)	Company Name	E-Mail Address	Telephone # & FAX #
9.	Jee FERREIRA	PSL / UT.	JFERREIRA@cityofpsl.com	F T 772-873-6424
10.	Mark Hamel	PSLUSD.	mhamel@cityofpsl.com	F T 772-344-4864
11.	Deise Burton	PSL	dburton@cityofpsl.com	F T x 4364
12.				F T

E-Bid #20120011
Addendum #2A
Questions and Answers
December 20, 2011

November 29th, 2011

1. Please specify number and size of wires from FPL pole to lift station meter. *The service to the lift station will be a 150 AMP, 230 Volt, 3-Phase Service. The number of and size of wire shall be determined by the Electrician permitting the work taking into consideration typical loses over the length of the service.*
2. Why are there two four inch PVC conduits from the FPL pole to lift station control panel? Normally there is one 2 inch PVC conduit. *One of the 4" conduits will be utilized for the lift station power supply and the second 4" conduit will be utilized for a future Ballentrae Golf Course bathroom.*
3. FPL power currently available is 240 volt three phase, is this the power system required for the new lift station? *As indicated above the electrical design is requires a 150 AMP, 230 Volt, 3-Phase power Supply.*
4. Are FPL fees, if any, to be paid by contractor or directly by the City of PSL? *Currently it is anticipated the existing drop and hand-hole will be adequate and no additional charges will be incurred from FPL.*
5. There are two sets of parallel three inch conduits shown on sheet nine. Are these empty sleeves or do they terminate somewhere? *See the Revised Supplemental Conditions and Plans.*
6. There is no force main pressure transducer or conduit for same shown. Are we installing one on this station? *See Revised Drawings and Pay Item Descriptions.*
7. Can the 250 watt flood light be mounted on one of the equipment rack posts extended to twelve feet? *Yes the flood light can be attached to one of the control panel support post, see Revised Drawings. Or is a separate post required? No separate post will be required.*
8. Please confirm the control panel must include provisions to serve the 250 watt flood light. *The control panel will be supplied including provisions for the 250 watt light.*
9. Please specify if the 250 watt flood light will be 120 volts or 240 volts. *The flood light will be 120 Volts.*
10. Will the two inch fiber optic conduit crossing Pine Valley Street be installed using open trench or directional bore? *The conduit shall be install by directional bore, see Revised Drawings.*
11. Please confirm the fiber optic cable and splicing will be installed by the city of Port St. Lucie and not by the contractor. *The fiber optic cable will be installed, spliced, and terminated within the control cabinet by the Owner.*
12. Is electric power required for by pass pumping? *This will be dependent upon means and methods. If the Contractor's means and methods require a power supply it shall be included within the pay item unit price for by-pass pumping.*
13. Please specify if the circuit breaker safety switch will be constructed of 304 stainless steel or 316 stainless steel. *The safety switch shall be 316 stainless steel, see Revised Drawings*

14. Please specify if a fusible safety switch is acceptable instead of an enclosed circuit breaker disconnect switch. *A fusible safety switch is acceptable, however one (1) set of spare fuses will be require, all other enclosure requirements will remain the same.*

15. Please specify the material the junction box will be made of. *The junction box shall be 316 stainless steel.*

16. Do conduit clamps need to be 304 stainless steel or 316 stainless steel? *The clamps shall be 316 stainless steel.*

17. Please provide a specification for surge capacitor and lighting arrestor shown on detail PS-08A. *The surge capacitor and lighting arrestor shall be a model Delta 603-V.*

18. Please confirm there will be no RTU antenna. *There will be no RTU Antenna.*

19. Will terminal strips be required for connections made in junction box? *A terminal strip/block will be required. If so, please provide a specification. There is no specific manufacture and/or model approved. The terminal strip/block shall be capable of handling both motor leads, and both level indicating devices. A shop drawing will be required for the junction box and terminal strip/block.*

20. Is this project federally funded? *No.* Does Davis-Bacon apply? *No.* Section 3? *No.*

December 5th, 2011

1. Please provide a control panel detail and more specific electrical information as it pertains to the new lift station. *The control panel will be supplied to the contractor as an "Install Only" item. See Revised Supplemental Conditions.*
2. Where does the electrical service for the New Lift Station come from and what wire size and type shall be used? *The electrical service for the lift station will be supplied from at or near the base of the existing FPL pole as shown in the drawings through the proposed 4" conduit. As indicated previously above the electrician permitting the work shall be responsible for adequately sizing the wire for the 150 AMP, 230 Volt, 3-Phase Service.*
3. Fiber optics is referenced in the measurement and payment items, however is not shown or is not clear as to its beginning and ending points on the plans. Also please provide specifications and details of materials to be used. *The Contractor shall install the 2" conduit only; See Revised Plans and Pay Item Descriptions. The Fiber Optic Cable will be installed, spliced, and terminated by the City, as noted above.*
4. What are the (2) 3" conduits for that are shown on the plans? *See Revised Plans and Supplemental Conditions.*
5. Page 8 of the plans refers to a detail for tying into the Southport Booster Station. There is not a detail on the plans and where do we terminate the tie-in? *There will be no tie-in at the Booster Pump Station, the connection will be as shown on the Revised Plans and has been addressed in the Pay Item Descriptions.*
6. There is a road crossing of Pine Valley. However there is no pay item for asphalt restoration and the limits are not shown. Please clarify. *Estimated asphalt restoration limits have been included in the Revised Drawings and estimated quantities included in the Revised Bid Tab and Pay Item Descriptions.*
7. There is a landscaping item in the Bid Schedule and it is referenced in the Measurement and Payment notes. There are no details or descriptions of the quantity or type of landscaping material to

be provided. Please clarify. *The Landscaping Pay Item has been removed from Revised Bid Tab and Pay Item Descriptions.*

8. What type of liner do you want in the Lift station (G.U.)? *Per the PSLUSD specification currently GU Liners are the only approved system.*
9. In the supplemental conditions Item No. 3 refers to Control Panel Support Posts. The PSL Standard spec is for a concrete pedestal to support the control panel has this changed? *The current PSLUSD Specifications do allow concrete pedestals. The Revised Plans have included a Detail showing the Support Post Design.*

December 14th, 2011

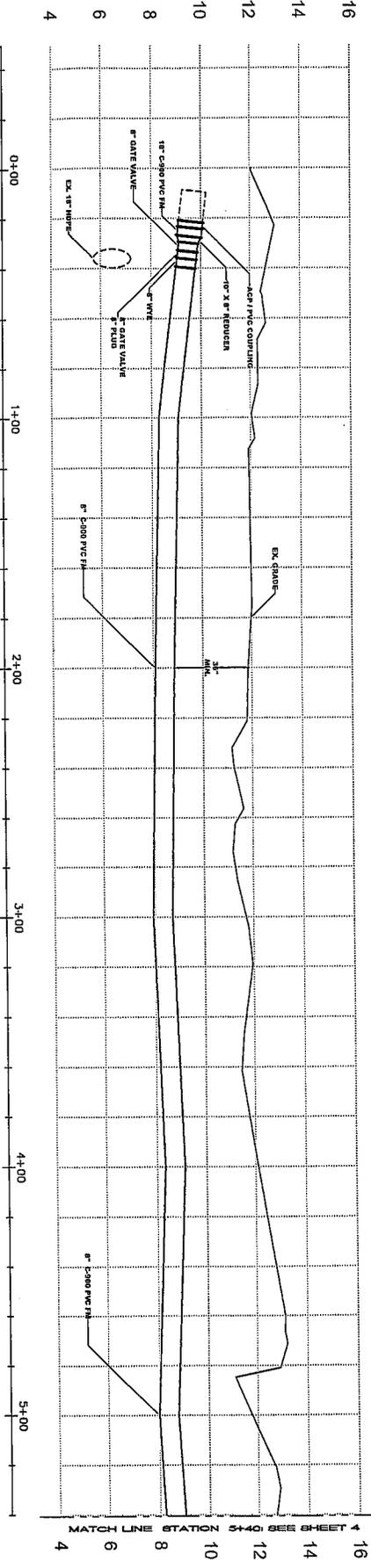
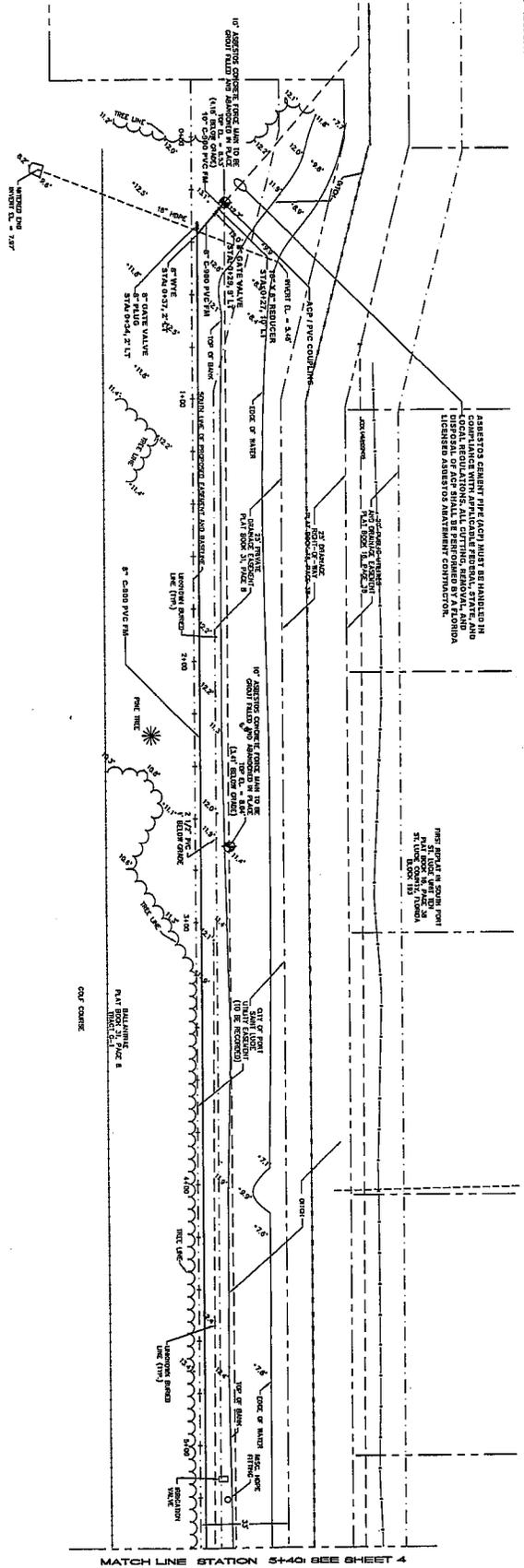
1. It appears that the quantity is under stated in bid item no.18. My calculations, based on a take off of the plans, are 1.75 tons. Also are the above ground piping fittings included in this item, if so the quantity will be more? Please clarify. *Bid Item No. 18 is for 8" – C-900, DR-18 PVC Force Main? It appears the question is related to Bid Item No. 20 Epoxy Lined, C-153, 350 PSI, D.I.P. Fittings. If so the quantity has been revised in the Bid Tab and clarification has been made as to the limits of the lift station piping and force main piping in the Revised Plans.*
2. Bid item numbers 18 & 19 also appear to be over stated. Please clarify. *The Quantities have been revised in the Bid Tab and Pay Item Descriptions.*
3. Where is bid item number 22? I can only find (1) on the above ground piping at the lift station. Please clarify. *Two (2) AARV's have been added to the Revised Plans on the 8" force main, see Revised Plans. The AARV at the lift station is not included in this Pay Item and should be included in the Lift Station Pay Item.*
4. Where is bid item no. 21? I can not find on the plans. Please clarify. *The Revised Bid Tab and Pay Item Descriptions have been revised to eliminate this item.*
5. Bid item no. 7 is a lump sum item. Can you provide a quantity or plan of where you would like this to be installed? Please clarify. *The 6' Temporary Fencing shall be installed to protect the public from the open excavation of the lift station and gravity sewer. The limits and size will be dependent upon the Contractor's mean & methods and production rates.*
6. Is bid item no. 11 for all areas to be sodded and the lift station site? *This Revised Bid Tab and Pay Item Descriptions has been revised to eliminate this item.*

Instructions to Bidder:

Each bidder **MUST** acknowledge receipt of any addenda on the Bid Reply Sheet #20120011 in order to have his/her bid or proposal to be accepted.

ASBESTOS CEMENT PIPE (ACP) MUST BE HANDLED IN COMPLIANCE WITH APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS. ALL WORK SHALL BE PERFORMED BY A LICENSED ASBESTOS ABATEMENT CONTRACTOR.

THIS PROJECT IS UNDER THE PORT ST. LUCIE WATER UTILITY DEPARTMENT'S ASBESTOS ABATEMENT PROGRAM.



NOTE:
ALL ELEVATIONS SHOWN OR REFERENCED WITHIN THESE PLANS ARE BASED UPON NORTH AMERICAN SEA LEVEL DATUM 1988 (NAD 83).

CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT
900 S.E. OGDEN LANE
PORT ST. LUCIE, FL 34983
PHONE (772) 873-6400 FAX (772) 873-6433

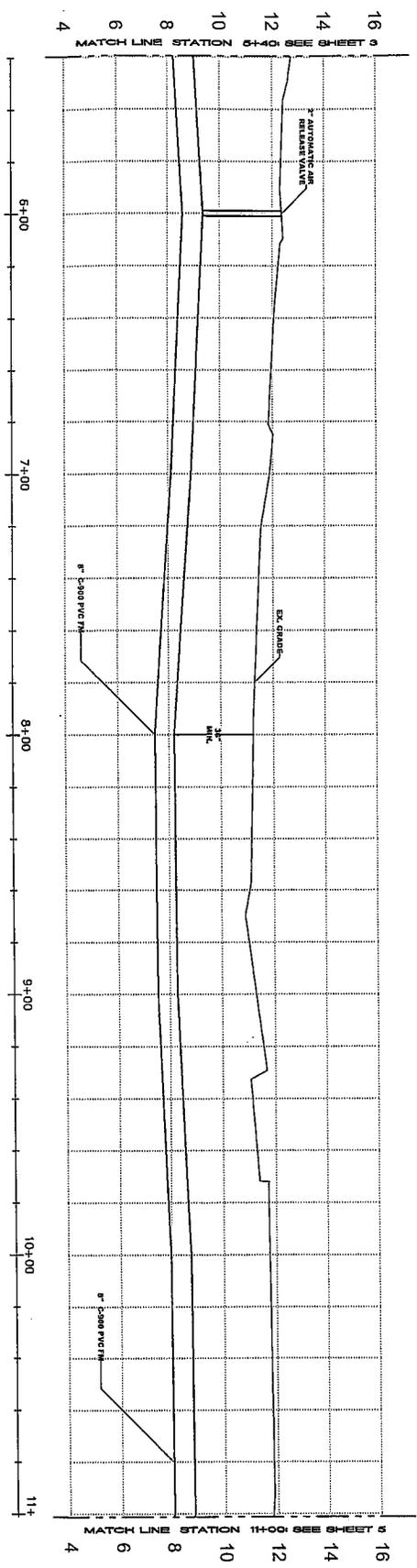
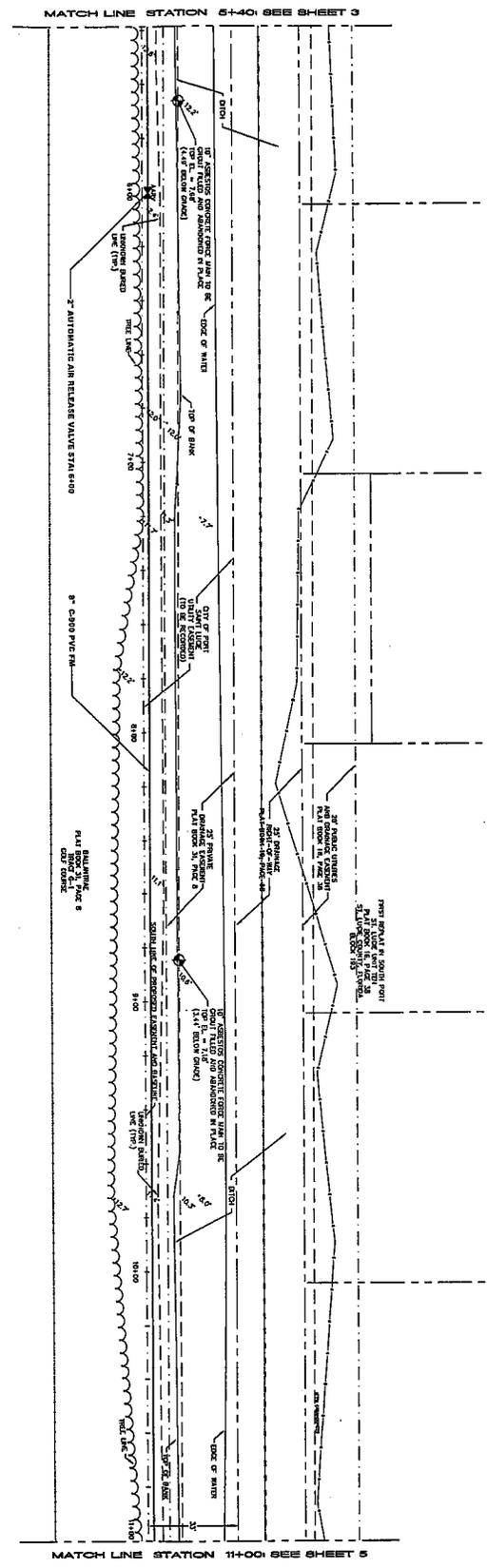


LIFT STATION SP-04
PLAN & PROFILE

LANEY C. BOUTHERLY
P.E. # 48955

SHEET
3

REVISIONS		SHEET DATA	
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APPROVED		BY	DATE
CITY ENGINEER		BY	DATE
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NOTE:
 ALL ELEVATIONS SHOWN OR REFERENCED
 ARE TO THE VERTICAL CURVE
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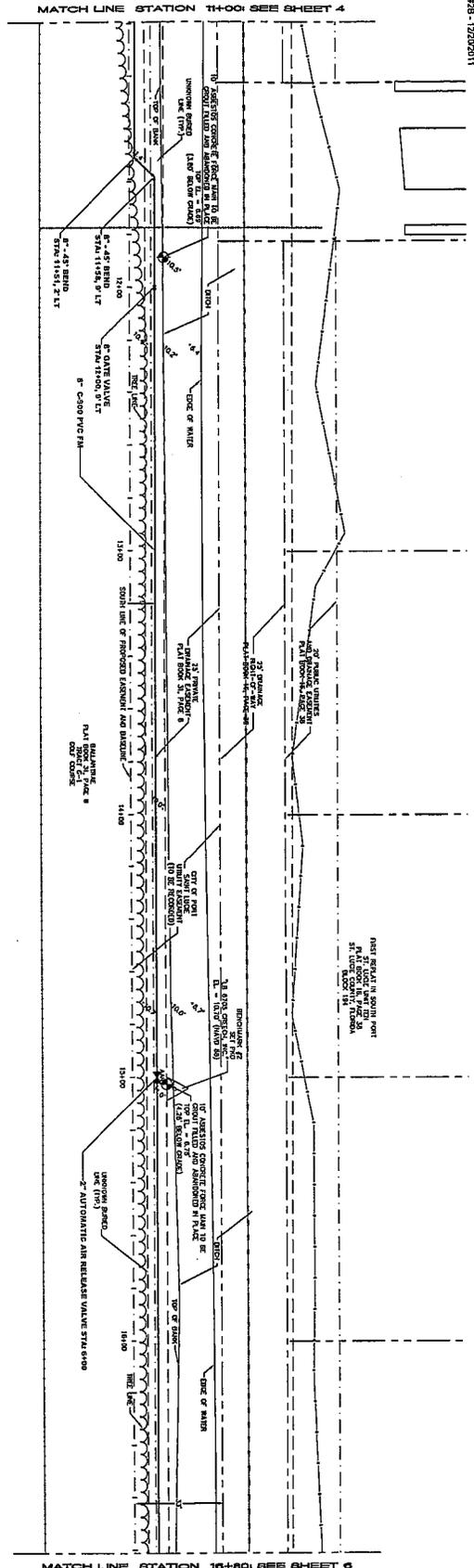
**LIFT STATION SP-04
 PLAN & PROFILE**



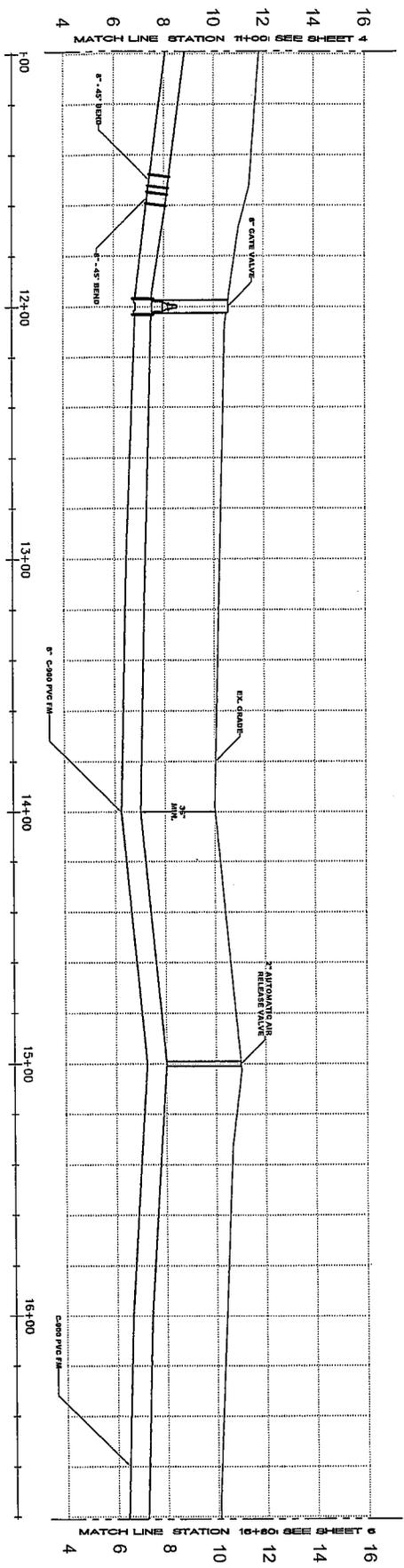
**CITY OF PORT ST. LUCIE
 UTILITY SYSTEMS DEPARTMENT
 900 S.E. OGDEN LANE
 PORT ST. LUCIE, FL 34983
 PHONE (772) 873-6400 FAX (772) 873-6433**

DATE: 05-11-2011
 DRAWN BY: HSH
 CHECKED BY: HSH
 APPROVED BY: HSH

REVISIONS		SHEET DATA	
NO.	DATE	BY	DATE



PORT ST. LUCIE, FL 34983
 900 S.E. OGDEN LANE
 PORT ST. LUCIE, FLORIDA
 34983-1100



NOTE:
 ALL ELEVATIONS SHOWN OR REFERENCED
 WITHIN THESE PLANS ARE BASED UPON TOWN
 MOUND ELEVATION DATA FROM 1989.

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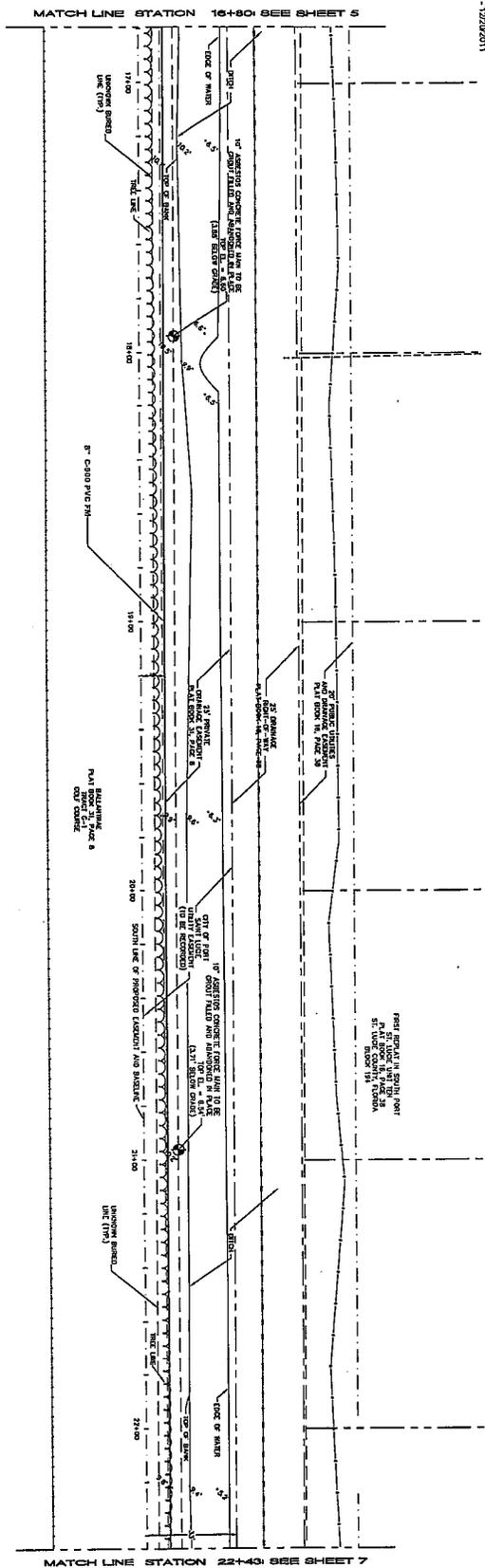
**LIFT STATION SP-04
 PLAN & PROFILE**



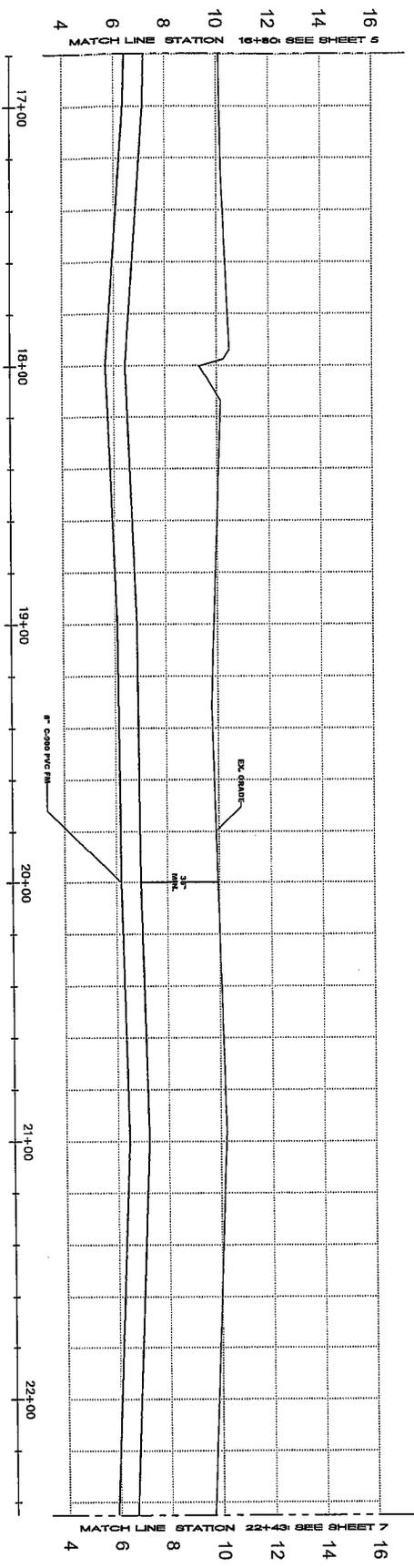
**CITY OF PORT ST. LUCIE
 UTILITY SYSTEMS DEPARTMENT
 900 S.E. OGDEN LANE
 PORT ST. LUCIE, FL 34983
 PHONE (772) 873-6400 FAX (772) 873-6433**

DATE OF SHEET ISSUED: 05/11/2011
 DRAWN BY: J. GALL
 CHECKED BY: J. GALL
 APPROVED BY: J. GALL

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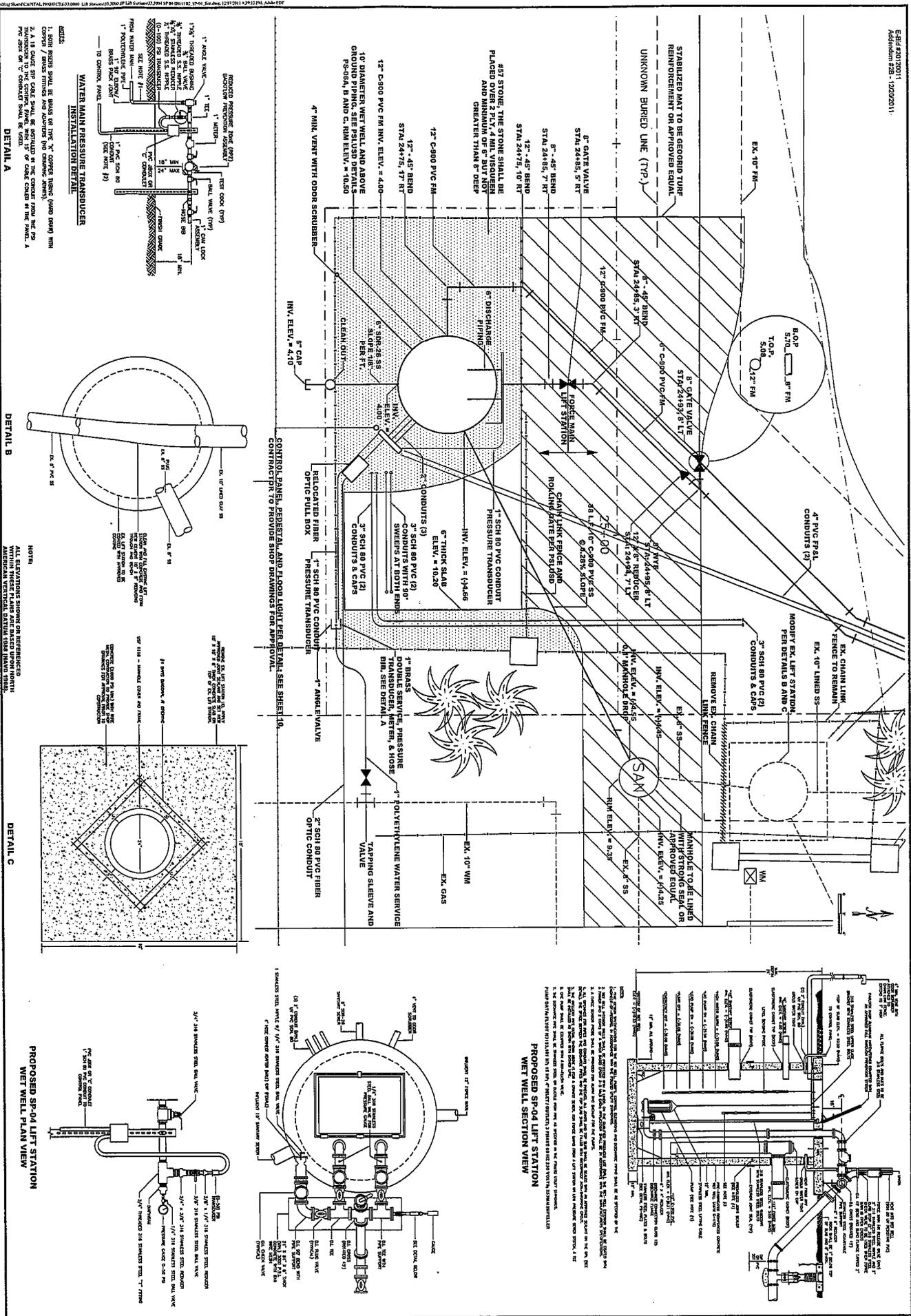


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 ST. LUCIE COUNTY
 ST. LUCIE COUNTY, FLORIDA
 34983



NOTE:
 ALL ELEVATIONS SHOWN OR REFERENCED
 WITHIN THESE PLANS ARE TO BE TAKEN
 FROM THE BENCHMARK INDICATED THEREON.

<p>CITY OF PORT ST. LUCIE UTILITY SYSTEMS DEPARTMENT 900 S.E. OGDEN LANE PORT ST. LUCIE, FL 34983 PHONE (772) 873-6400 FAX (772) 873-6433</p>	<p>LIFT STATION SP-04 PLAN & PROFILE</p>	<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	BY	DATE																	<p>SHEET DATA</p> <table border="1"> <thead> <tr> <th>DESIGNED</th> <th>BY</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td>DRAWN</td> <td>RMH</td> <td>05/12/2011</td> </tr> <tr> <td>CHECKED</td> <td> </td> <td> </td> </tr> <tr> <td>APPROVED</td> <td> </td> <td> </td> </tr> <tr> <td>CAD FILE NAME</td> <td> </td> <td> </td> </tr> <tr> <td>PROJECT NO.</td> <td> </td> <td> </td> </tr> </tbody> </table>	DESIGNED	BY	DATE	DRAWN	RMH	05/12/2011	CHECKED			APPROVED			CAD FILE NAME			PROJECT NO.		
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NOTES:
1. SOFT FEELS SHALL BE SHOWN ON THE "C" COVER TYPING (HAND DRAWN WITH
2. A 1/8" GAUGE SET SHALL BE USED TO VERIFY THE COVER FROM THE PS
TRANSDUCER TO THE COVER PANEL WITH 1/8" GAUGE COILS IN THE PANEL. A
PS-004 OR "C" COVERS SHALL BE USED.

DETAIL A
DETAIL B
DETAIL C

WATER MAIN PRESSURE TRANSDUCER
INSTALLATION DETAIL

PROPOSED SP-04 LIFT STATION
WET WELL SECTION VIEW

PROPOSED SP-04 LIFT STATION
WET WELL PLAN VIEW

REVISIONS

SHEET DATA

CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT
900 S.E. OGDEN LANE
PORT ST. LUCIE, FL 34983
PHONE (772) 873-6400 FAX (772) 873-6433

LARRY C. SOUTHERLY
P.E. # 4899

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REVISED SUPPLEMENTAL CONDITIONS – Addendum #2C
DECEMBER 20, 2011

1. CONTROL PANEL

Control Panel will be supplied to the Contractor from the City. The Control Panel shall utilize a fiber optic connection for communication; there will be no Radio Telemetry communications and/or appurtenances utilized at this station.

2. CONDUITS

The Contractor shall install 2 - 3" conduits, with elbow sweeps, side by side from the Control Pedestal under the slab as shown in the drawings. The Conduits shall extend 6" above the grade at the slab and the control panel. A 4" conduit, in addition to the 4" lift station power supply conduit, shall be installed for The Ballentrae Golf Course future restroom facility from the FPL pole to the southernmost fence corner. And 2- 3" Conduits shall be installed as shown in the drawings for future use by the City.

3. SUPPORT POSTS

The Panel support post shall be 4" diameter aluminum pipe supports 6061 T6 Schedule 40, as shown in the drawings on Sheet 10.

4. FPL ACCOUNT

The Contractor shall set up the initial FPL account in the name of the Contractor and be responsible for all power costs to the proposed lift station until the time the Owner/Engineer agrees that substantial completion has been achieved and the new list station is in use. At such time, the Owner will transfer the FPL account into the Owner's name within 14 days.

5. STAGING AREA

The Contractor shall provide at his own expense, under the Mobilization Line Item, a site for the use by the Contractor for equipment and material storage, including stockpiling excess useable fill. Upon completion of the project, all useable excess fill remains the property of the Owner and Contractor shall haul and spread the fill at the Owner's direction at the SPWBPS site or a site to be provided within 5 miles of the site. Access to the SPWBPS site will be granted only during the hours of 7:30 AM to 4:30 PM Monday through Friday unless approved in writing by the Owner.

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33.3004-1	Indemnification	<p>The Unit Price for Indemnification shall be full compensation for providing Indemnification to the City of Port Saint Lucie, in accordance with the contract documents</p> <p>Payment will be a one time Lump Sum Payment.</p>
33.3004-2	Mobilization	<p>The Unit Price for Mobilization shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) costs for beginning work on the project including but not limited to movement of personnel, equipment, materials, supplies, and incidentals to the project for establishment of temporary offices, safety equipment, and sanitary facilities required to complete the work, in accordance with the plans and contract documents, including all cost(s) for Bonds & Insurance.</p> <p>The Initial payment will be 50% of the Lump Sum cost(s), with the remaining percentages billed by percentage of contract work completed exceeding 50% of the total Contract Cost(s).</p>
33.3.004-3	Maintenance of Traffic (F&I)	<p>The Unit Price for Maintenance of Traffic shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and materials cost(s) required to provide and maintain advance and/or work zone vehicular and/or pedestrian maintenance of traffic, in accordance with FDOT Series 600 Specifications, contract documents, and/or other governing regulatory agencies requirements.</p> <p>The Initial payment will be 50% of the Lump Sum cost(s), with the remaining percentages billed by percentage of contract work completed exceeding 50% of the total Contract Cost(s).</p>
33.3.004-4	Pre-Construction Survey Lay-out (F&I)	<p>The Unit Price for Pre-Construction Lay-out shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and materials cost(s) required to provide, base line stationing, initial construction layout, and replacement of damaged and/or missing staking and/or permanent survey monuments as the work progresses, to assure the E.O.R. and/or the PSLUSD can verify the work is progressing in accordance with the intent of the design.</p> <p>Payment will be based on a Percentage of Construction Lay-out Quantity completed during each billing cycle.</p>
33.3004-5	Post Construction Survey As-built Survey (F&I)	<p>The Unit Price for Post Construction As-builts shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and materials cost(s) required to perform the field survey and mapping requirements in accordance with the plans and contract documents, including AutoCAD and PDF copies of the As-Built Survey upon final acceptance of the survey.</p> <p>Payment will be based on a Percentage of As-builts Quantity completed, reviewed, and accepted during each billing cycle.</p>
33.3004-6	Erosion and Pollution Control (F&I)	<p>The Unit Price for Erosion and Pollution Control shall be full compensation, 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, including but not limited to, silt fence, inlet protection, and floating turbidity barriers, throughout the duration of the project, in accordance with FDOT Series 102 & 103 Indexes and the contract documents, including submittal of NPDES Permitting and Event Reports.</p> <p>The Initial payment will be 50% of the Lump Sum cost(s), with the remaining percentages billed by percentage of contract work completed exceeding 50% of the total Contract Cost(s).</p>

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33.3004-7	6' Temporary Chain Link Construction Fencing (F&I)	<p>The Unit Price for the Temporary 6' Chain Link Fence shall be full compensation, including but not limited, the Prime and/or Sub-contractor(s) personnel, equipment, and materials cost(s), required for the installation of, maintenance of, and removal of, the temporary fencing installed during the excavation and installation of the Lift Station, Gravity Sewer Mains, and the conversion of the existing Lift Station to a Manhole, or as deemed necessary by the EOR and the PSLUSD.</p> <p>The Initial payment will be 50% of the Lump Sum cost(s), with the remaining percentages billed by percentage of contract work completed exceeding 50% of the total Contract Cost(s).</p>
33.3004-8	Clearing & Grubbing (F&I)	<p>The Unit Price for Clearing & Grubbing shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, materials cost(s), and disposal cost(s) required to Clear & Grub and dispose of, all vegetation, concrete curbing, roadway excavation debris, and all other miscellaneous debris generated by the scope of work.</p> <p>Payment will be based on a Percentage of Clearing & Grubbing Quantity completed during each billing cycle.</p>
33.3004-9	Material Proctors & Limerock Bearing Ratio (LBR) (F&I)	<p>The Unit Price for Material Proctors and LBRs shall be full compensation, including but not limited to, the Prime and/or Subcontractor(s) personnel, equipment, materials cost(s) required to collect, test, and certify the Materials Proctors and LBRs for in-place soils testing, in accordance with the contract documents</p> <p>Payment will be based on the Per Each Quantity of Signed and Sealed Certified Test results received by the EOR and/or PSLUSD during each billing cycle.</p>
33.3004-10	Density Testing (F&I)	<p>The Unit Price for Density Testing shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and materials costs, required for testing in-place density tests, in accordance with the contract documents.</p> <p>Payment will be based on a Per Each Quantity of Signed and Sealed Passing Test Reports received, by the E.O.R and/or PSLUSD during each billing cycle, All Failing Tests will be billed to the Prime Contractor.</p>
33.3004-11	Concrete Slump & Compression Testing (F&I)	<p>The Unit Price for Concrete Slump & Compression Testing shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and materials cost(s), required to collect, test, and certify each slump & compression test, in accordance with the contract documents.</p> <p>Payment will be made on a Per Each Quantity of Signed and Sealed Concrete Test Reports received by the E.O.R and/or PSLUSD during each billing cycle. All Failing Tests will be billed to the Prime Contractor.</p>
33.3004-12	Geogrid Turf/Soil Reinforcement (F&I)	<p>The Unit Price for geogrid turf reinforcement shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment and material cost(s) for the installation of GeoBlock 5150 or approved equal in the driveway location as shown in the design plans, and shall include a geotextile fabric underneath the Geogrid per the manufacturer's recommendation. This product should stabilize the ground for truck traffic and allow grass to grow through.</p> <p>Payment will be based on a Per Square Foot Quantity of Geogrid Turf reinforcement installed during each billing cycle.</p>

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33.3004-13	Performance Turf (F&I)	<p>The Unit Price for Performance Turf shall be full compensation, including but not limited to, the Prime and/or Subcontractor(s) personnel, equipment, and material cost(s) for the installation and establishment of ground stabilization in accordance with FDOT Section 570. All areas east of Station 24+60 and north of Station 49+60 shall be sodded.</p> <p>Payment shall be based on a Per Square Yard Quantity of Performance Turf install and accepted during each billing cycle</p>
33.3004-14	Concrete Driveway Turnout (4000 psi), (Fiber Mesh), (6" Thick), (F & I)	<p>The Unit Price for Concrete Driveway Turnouts shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and materials cost(s) required to construct the lift station driveway turnout in accordance with the plans, contract documents, and/or governing regulatory agencies requirements.</p> <p>Payment will be based on a Square Yards Quantity of Driveway Turnout completed during each billing cycle, and receipt of Signed & Sealed Passing Material Testing Reports by the EOR and/or PSLUSD</p>
33.3004-15	Roadway Base (Cemented Coquina), (12" Thick), (F&I)	<p>The Unit Price for Roadway Base shall be full compensation, including but not limited to, the Prime and/or Subcontractor(s) personnel, equipment, and materials cost(s) required to construct the roadway base in accordance with the plans, contract documents, and/or governing regulatory agencies requirements.</p> <p>Payment will be based on a Per Square Yard Quantity of Roadway Base installed during each billing cycle, and receipt of Signed & Sealed Passing Material Testing Reports by the EOR and/or PSLUSD.</p>
33.3004-16	Asphaltic Concrete (2" Thick), (SP-12.5), (F&I)	<p>The Unit Price for Asphaltic Concrete (SP-12.5) shall be full compensation, including but not limited to, the Prime and/or Subcontractor(s) personnel, equipment, an materials cost(s) required to construct the asphaltic concrete in accordance with the plans, contract documents, and/or governing regulatory agencies requirements.</p> <p>Payment will be based on a Per Square Yard Quantity of Asphaltic Concrete installed during each billing cycle, and receipt of Signed & Sealed Passing Material Testing Reports by the EOR and/or PSLUSD.</p>
33.3004-17	Asphaltic Concrete (1-1/4" Thick), (FC-9.5), (F&I)	<p>The Unit Price for Asphaltic Concrete (FC-9.5) shall be full compensation, including but not limited to, the Prime and/or Subcontractor(s) personnel, equipment, and materials cost(s) required to construct the asphaltic concrete in accordance with the plans, contract documents, and/or governing regulatory agencies requirements.</p> <p>Payment will be based on a Per Square Yard Quantity of Asphaltic Concrete installed during each billing cycle, and receipt of Signed & Sealed Passing Material Testing Reports by the EOR and/or PSLUSD.</p>
33.3004-18	Valley Curb (Class – 1 Concrete), (F&I)	<p>The Unit Price for Valley Curb shall be full compensation, including but not limited to, the Prime and/or Subcontractor(s) personnel, equipment, and material cost(s) required to construct valley curb in accordance with the plans, contract documents, and/or governing regulatory agencies requirements.</p> <p>Payment will be based on a Per Liner Feet Quantity of Valley Curb installed during each billing cycle, and receipt of Signed & Sealed Passing Material Testing Reports by the EOR and/or PSLUSD.</p>

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33.3004-19	TYPE "D" Curb (Class – 1 Concrete), (F&I)	<p>The Unit Price for Type "D" Curb shall be full compensation, including but not limited to, the Prime and/or Subcontractor(s) personnel, equipment, and material cost(s) required to construct Type "D" curb in accordance with the plans, contract documents, and/or governing regulatory agencies requirements.</p> <p>Payment will be based on a Per Liner Feet Quantity of Type "D" Curb installed during each billing cycle, and receipt of Signed & Sealed Passing Material Testing Reports by the EOR and/or PSLUSD during each billing cycle.</p>
33.3004-20	Tie-into Existing Force Main <12", (F&I)	<p>The Unit Price for Tie-into Existing Force Main under 12" in Diameter shall be full compensation, including but not limited to, the Prime and/or Subcontractor(s) personnel, equipment, and material cost(s) required to connect to the existing force mains, including restraining the existing mains, DIP Sleeves, AC to PVC Couplings, pumping and hauling to an approved site all wastewater spillage, in accordance with the plans, contract documents, and/or governing regulatory agencies requirements.</p> <p>Payment will be based on a Per Each Quantity of Tie-ins made during each billing cycle.</p>
33.3004-21	Tie-into Existing Force Main >12", (F&I)	<p>The Unit Price for Tie-into Existing Force Main 12" and over in Diameter shall be full compensation, including but not limited to, the Prime and/or Subcontractor(s) personnel, equipment, and material cost(s) required to connect to the existing force mains, including restraining the existing mains, DIP Sleeves, AC to PVC Couplings, pumping and hauling to an approved site all wastewater spillage, in accordance with the plans, contract documents, and/or governing regulatory agencies requirements.</p> <p>Payment will be based on a Per Each Quantity of Tie-ins made during each billing cycle.</p>
33.3004-22	8" - C-900, DR-18, PVC, Force Main, (F&I)	<p>The Unit Price for 8" PVC Force Main shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material cost(s). The Unit Price shall include the cost(s) for restraints, locating wire, functional testing, and any and all other required appurtenances required to construct the 8" PVC force main, in accordance with the plans and contract documents.</p> <p>Payment will be based on a Per Linear Feet Quantity of 8" PVC installed during each billing cycle.</p>
33.3004-23	10" - C-900, DR-18, PVC, Force Main, (F&I)	<p>The Unit Price for 10" PVC Force Main shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material cost(s). The Unit Price shall include the cost(s) for restraints, locating wire, functional testing, and any and all other required appurtenances required to construct the 8" PVC force main, in accordance with the plans and contract documents.</p> <p>Payment will be based on a Per Linear Feet Quantity of 10" PVC installed during each billing cycle.</p>
33.3004-24	12" - C-900, DR-18, PVC, Force Main, (F&I)	<p>The Unit Price for 12" PVC Force Main shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material cost(s). The Unit Price shall include the cost(s) for restraints, locating wire, functional testing, and any and all other appurtenances required to construct the 8" PVC force main, in accordance with the plans and contract documents.</p> <p>Payment will be based on a Per Linear Feet Quantity of 12" PVC installed during each billing cycle.</p>

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33.3004-25	8" Gate Valve & Valve Box, (Complete), (F&I)	<p>The Unit Price for 8" Gate Valve & Valve Box shall be full compensation, including but not limited to, the Prime and/or Subcontractor(s) personnel, equipment, and material cost(s). The Unit Price shall include the cost(s) for restraints, concrete collars, locating wire wire-ports, informational medallions, and all other appurtenances required to construct the Valve & Valve Box in accordance with the plans and contract documents.</p> <p>Payment will be based on a Per Each Quantity 8" Gate Valve & Valve Box installed during each billing cycle.</p>
33.3004-26	12" Gate Valve & Valve Box, (Complete), (F&I)	<p>The Unit Price for 12" Gate Valve & Valve Box shall be full compensation, including but not limited to, the Prime and/or Subcontractor(s) personnel, equipment, and material cost(s). The Unit Price shall include the cost(s) for restraints, concrete collars, locating wire wire-ports, informational medallions, and all other appurtenances required to construct the Valve & Valve Box in accordance with the plans and contract documents.</p> <p>Payment will be based on a Per Each Quantity 12" Gate Valve & Valve Box installed during each billing cycle.</p>
33.3004-27	D.I.P Fittings, (C-153), (350 PSI), (Epoxy Lined), (F&I)	<p>The Unit Price for D.I.P. Fittings, C-153, Epoxy Lined shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material cost(s). The Unit Price shall include the cost(s) for restraints, locator devises, and all other appurtenances required to construct DIP fittings, in accordance with the plans and contract documents.</p> <p>The cost(s) of restraints shall be included with the DIP Fitting Unit Price.</p> <p>Payment will be based on a Per Tonnage Quantity of DIP Fitting installed during each billing cycle. Tonnage shall be based on the published weight of the fitting only, bolts, nuts, glands, and any other appurtenances shall be incidental and will not be considered into the tonnage weight</p>
33.3004-28	2" Automatic Air Release Valve, with above ground enclosure (F&I)	<p>The Unit Price for 2" Automatic Air Release Valve (AARV), with above ground enclosure shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material cost(s). The Unit Price shall include all cost(s) for saddles, nipples, gate valves, and all other appurtenances required to construct the AARV, in accordance with the plans and contract documents.</p> <p>Payment will be based on a Per Each Quantity of AARV installed complete during each billing cycle.</p>
33.3004-29	Pipe Abatement, (Complete), (F&I)	<p>The Unit Price for Pipe Abatement shall be full compensation, including but not limited to, the Prime and/or Subcontractor(s) personnel, equipment, and materials cost(s). The Unit Price shall include all cost(s) for removal & disposal, capping, plugging, venting, and grouting the existing force mains as shown within the plans to be abandon, in accordance with the plans, contract documents, and/or governing regulatory agencies requirements.</p> <p>Payment will be based on a Per Liner Foot Quantity of Pipe Abatement completed during each billing cycle.</p>
33.3004-30	Tie-into Existing Manhole (Complete), (F&I)	<p>The Unit Price for Tie-into Existing Manhole shall be full Compensation, including but not limited to, the Prime and/or Subcontractor(s) personnel, equipment, and material cost(s). The Unit Price shall include all cost(s) for the coring of, connecting to, and sealing the connection to the existing manhole, and removal of and reconstruction of the invert channel within the manhole, and coating the existing manhole, in accordance with the plans and contract documents.</p> <p>Payment will be based on a Per Each Quantity Tie-into Existing Manhole completed</p>

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		during each billing cycle.
33.3004-31	10" - C-900, DR-18, PVC, Sanitary Sewer, (F&I)	<p>The Unit Price for 10" - C-900, DR-18, PVC Sanitary Sewer Main shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material cost(s), required to construct the 10" gravity sewer main, in accordance with the plans and contract documents.</p> <p>Payment will be based on a Per Linear Feet Quantity of 10" Sanitary Sewer installed, during each billing cycle.</p>
33.3004-32	6" – SDR-26 Sewer Service, with Cleanout Assembly, (F&I)	<p>The Unit Price for 6" – SDR-26 Sewer Service, with Cleanout Assembly shall be full compensation, including but not limited to, the Prime and/or Subcontractor(s) personnel, equipment, and material cost(s), required to construct the 6" Service and Cleanout, in accordance with the plans and contract documents.</p> <p>Payment will be based on a Per Each Quantity of 6" Service and Cleanout Assembly completed during each billing cycle</p>
33.3004-33	Bypass Pumping & Conversion of Existing Lift Station to a Manhole, (Complete), (F&I)	<p>The Unit Price for the Bypass Pumping & Conversion of the Existing Lift Station to a Manhole shall be full compensation, including but not limited to, the Prime and/or Sub-Contractor(s) personnel, equipment, and materials cost(s). The Unit Price shall include all cost(s) for maintaining in service of the existing lift station during construction of the new lift station, maintaining flow during conversion of the lift station to a manhole, the conversion of the existing lift station to a manhole after new lift station is placed in service, including cost(s) for coating the existing structure and new top slab, cleaning, filling wet-well with concrete and constructing invert flow channel, and demolition and disposal of any components removed during the conversion, required to complete the bypass pumping and conversion accordance with the plans and contract document.</p> <p>Payment will be based on a Percentage of the Lump Sum Quantity based on percentage of work completed in billing cycle.</p>
33.3004-34	10' Diameter Lift Station (Complete), (F&I)	<p>The Unit Price for the 10' Diameter Lift Station shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material cost(s). The Unit Price shall include all cost(s) to construct the lift station, including but not limited to, the wet-well, discharge piping and valve assembly from the pumps to the isolation valve on the force main, pumps, conduits to the control panel support system, pressure transducer, odor control scrubber, and final grading and gravel placement required to complete the lift station in accordance with the plans and contract documents.</p> <p>Payment will be based on a Percentage of the Lump Sum Quantity based on a percentage of completed work during each billing cycle.</p>
33.3004-35	Lift Station Control Panel (Install Only)	<p>The Unit Price for the Lift Station Control Panel (installation only) shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material cost(s). The Unit Price shall include all cost(s) to install the Control Panel onto the Control Panel Support System, install conduits from all appurtenances and Fiber Optic Box to the control panel, connect all power supplies, pressure transducers, and operating level sensor probes required to install the control panel in accordance with the plans and contract documents.</p> <p>Fiber Optic lines will be installed and terminated by others through conduits installed under this pay items</p> <p>Payment will be based on a Percentage of the Lump Sum Quantity based on a percentage of completed work during each billing cycle.</p>

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33.3004-36	Lift Station Control Panel & Flood Light Support System and Appurtenances, (Complete), (F&I)	<p>The Unit Price for the Lift Station Control Panel & Flood Light Support System and Appurtenances shall be full compensation, including but not limited to, the Prime and/or Subcontractor(s) personnel, equipment, and material cost(s). The Unit Price shall include all cost(s) to install complete the support system and appurtenances, including but not limited to, conduits, junction boxes, and flood light required to install the support system in accordance with the plans and contract documents.</p> <p>Payment will be based on a Percentage of the Lump Sum Quantity based on a percentage of completed work during each billing cycle.</p>
33.3004-37	150 AMP Electrical Service (Complete), (F&I)	<p>The Unit Price for the 230 Volt/150 Amp Electrical Service shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material cost(s). The Unit Price shall include all cost(s) to install complete an electrical circuit breaker safety switch, meter can, wiring, grounding, and permitting, required to construct complete the Electrical Service in accordance with the plans, contract documents, and/or governing regulatory agencies requirements.</p> <p>Payment will be based on a Percentage of the Lump Sum Quantity based on a percentage of completed work during each billing cycle.</p>
33.3004-38	6' Chain Link Fence, (with 1 Rolling Gate), (F&I)	<p>The Unit Price for the 6' Chain Link Fence shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material cost(s). The Unit Price shall include all cost(s) for permitting required to construct complete the lift station fence in accordance with the plans, contract documents and/or governing regulatory agencies requirements.</p> <p>Payment will be based on a Percentage of the Lump Sum Quantity based on a percentage of completed work during each billing cycle.</p>
33.3004-39	Water Service, Pressure Transducer & Hose Bib, (Complete), (F&I)	<p>The Unit Price for the Water Service, Pressure Transducer & Hose Bib shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material costs. The Unit Price shall include all cost(s) required to construct complete, a double short water service including but not limited to, tapping of existing 10" water main, 1" meter riser, 1" RPZ backflow preventers, hose bib, pressure transducer, and conduit, required to construct complete the water service, pressure transducer & hose bib in accordance with the plans and contract documents.</p> <p>Payment will be based on a Percentage of the Lump Sum Quantity based on a percentage of completed work during each billing cycle.</p>
33.3004-40	Remove & Reinstall Existing Fencing & Concrete Pedestals, (Complete), (F&I)	<p>The Unit Price for the Remove & Reinstall Existing Fence & Concrete Pedestals shall be full compensation, including but not limited to, the Prime and Subcontractor(s) personnel, equipment, and materials costs. The Unit Price shall include the cost(s) to remove, safely store, reinstall and/or replace any damaged fencing and/or pedestals required to complete the removal and reinstallation of the fence and pedestals in accordance with the plans and contract documents.</p> <p>Payment will be based on a Percentage of the Lump Sum Quantity based on a percentage of completed work during each billing cycle.</p>
33.3004-41	2" Sch. 80 PVC Conduit & Sweeps, (F&I)	<p>The Unit Price for 2" Sch. 80 PVC Conduits & Sweeps shall be full compensation, including but not limited to, the Prime and/or Subcontractor(s) personnel, equipment, and material cost(s) required to complete the installation in accordance with the plans, contract documents, and/or governing regulatory agencies requirements.</p> <p>Payment will be based on a Per Linear Feet Quantity of 2" PVC installed during each billing cycle.</p>

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33.3004-42	3" Sch. 80 PVC Conduit & Sweeps, (F&I)	<p>The Unit Price for 3" Sch. 80 PVC Conduits & Sweeps shall be full compensation, including but not limited to, the Prime and/or Subcontractor(s) personnel, equipment, and material cost(s) required to compete the installation in accordance with the plans, contract documents, and/or governing regulatory agencies requirements.</p> <p>Payment will be based on a Per Linear Feet Quantity of 3" PVC installed during each billing cycle.</p>
33.3004-43	4" Sch. 80 PVC Conduit & Sweeps, (F&I)	<p>The Unit Price for 4" Sch. 80 PVC Conduits & Sweeps shall be full compensation, including but not limited to, the Prime and/or Subcontractor(s) personnel, equipment, and material cost(s) required to compete the installation in accordance with the plans, contract documents, and/or governing regulatory agencies requirements.</p> <p>Payment will be based on a Per Linear Feet Quantity of 4" PVC installed during each billing cycle.</p>
33.3004-44	24" x 36" Fiber Optic Splice Box, (F&I)	<p>The Unit Price for the 24" x 36" Fiber Optic Splice Box shall be full compensation, including but not limited to, the Prime and/or Subcontractor(s) personnel, equipment, and material cost(s) required to compete the installation in accordance with the plans, contract documents, and/or governing regulatory agencies requirements.</p> <p>Payment will be based on a Per Each Quantity of 24" x 36" Fiber Optic Box(s) installed during each billing cycle.</p>
33.3004-45	17" x 330" Fiber Optic Box, (Existing), (Relocate)	<p>The Unit Price for the relocation of the 17" x 30" Fiber Optic Splice Box shall be full compensation, including but not limited to, the Prime and/or Subcontractor(s) personnel, equipment, and material cost(s) required to compete the relocation and installation in accordance with the plans, contract documents, and/or governing regulatory agencies requirements.</p> <p>Payment will be based on a Per Each Quantity of 17" x 30" Fiber Optic Box(s) relocated and reinstalled during each billing cycle.</p>

END OF SECTION

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**E-bid #20120011
Addendum #3
Questions and Answers
January 5, 2012**

January 4th, 2012

1. The existing wet well/lift station is in very bad shape. I had a chance to view the inside. It appears to be a brick wet well and a lot of the brick are exposed. I could not see the entire wet well as there was a lot of debris attached to the walls. With this in mind I do not think a standard coating will take care of this issue. Please provide a specification for patching/relining the wet well prior to recoating. It is important to provide this so all bidders will be quoting a set specification for the rehabilitation of the wet well. *The existing wet-well/lift station is **not** brick as indicated. Technical Specifications for Manhole And Lift Station Repair and Rehabilitation will be provided and incorporated into the Contract Documents as part of Addendum #3 and shall outline the procedures for Line Item #33.3004-30 (Tie-into Existing Manhole) and Line Item #33.3004-33 (Bypass Pumping & Conversion of Existing Lift Station to a Manhole). For the purpose of this contract the Manhole and Lift Station Condition Assessment has deemed both structures to be classified as Condition IV, and shall be repaired and rehabilitated based on this Condition Assessment. The Technical Specifications are identified as Addendum #3A.*
2. Do you have any information on the in flows and discharge for the existing lift station? Need this information for bypass pumping. *The estimated existing Peak Hourly Flow, including the Gravity and Pressure Main, Influent into the existing Lift Station is 380 Gallons per Minute. However, the Technical Specifications for Manhole and Lift Station Repair and Rehabilitation, Part 5 – Ancillary Manhole/Lift Station Repair Items; 5.1 Bypass Pumping; Paragraph "A" & "B", provides minimum conditions for bypass pumping that must be met and adhered to.*
3. Do we need to clear the rights of way for the proposed force main at the drainage easement? It appears that this is a buffer for the golf course. Please advise the extent of the clearing you would require. *Between Station 0+00 and 24+65 it is the intent of the City to clear only ground cover vegetation, such as grass, from the area to be excavated and minimal trimming of landscaping overhang, maintaining the landscape buffer.*
4. Does the intersection at Pine Valley and Sunshine Ave. need to be overlaid. The detail page 10, note 2 states that an arterial roadway open cut within the limits of the intersection shall be overlaid the entire limits of the intersection. If it is required to be overlaid there in not a pay item. Please clarify. *There are no changes to the limits of roadway restoration and/or quantities addressed in Addendum #2.*

Instruction to Bidder:

Each Bidder **MUST** acknowledge receipt of any addenda on the Bid Reply Sheet #20120011 in order to have his/her bid or proposal to be accepted.

ADDENDUM #3

E-Bid #20120011
Addendum #3A - Dated January 5, 2012

TECHNICAL SPECIFICATIONS
MANHOLE AND LIFT STATION REPAIR AND REHABILITATION

Part 1 – GENERAL

1.1 SCOPE OF WORK

The Scope of Work shall include all labor, materials, and equipment necessary to maintain in service the existing manhole and lift station during construction of the new lift station; maintaining flow during conversion of the existing lift station to a manhole after the new lift station has been placed in service; and shall include all necessary rehabilitation measures required to the interior surface areas of the existing manhole being connected to and the existing lift station being converted to a manhole prior to applying any coating and/or lining systems to either structures.

Acceptable methods of surface area rehabilitation and/or restoration for manholes and lift stations are as follows;

- A. A stand-alone structural cementitious liner system,
- B. A 100% solids epoxy lining system, and/or
- C. A composite liner system utilizing both cementitious and epoxy systems.

All repair and/or rehabilitation work for manholes and lift stations shall include cleaning and removal of any existing deteriorated coating from the structures, preparation and patching of structures to be lined, furnishing and applying the specified cementitious and epoxy coating materials to the interior surface areas of the manholes, testing, and clean-up in accordance with the plans, technical specifications, and contract document.

1.2 LOCATION OF THE PROJECT AND SITE ACCESS

The locations of the existing manhole and lift station have been clearly identified in the Construction Drawings and are part of the City's collection and pumping system.

Accessibility to the site shall be maintained at all times as work proceeds, including access to adjoining property owners utilizing the joint access easement area through the project. Accessibility to all manhole and lift station shall be the responsibility of the Contractor, and all expenses associated with shall be incorporated into the bid item unit pricing. Damage to existing pavement surfaces and base courses, and/or other surface improvements, as a result of the

Contractor's activities, shall be restored to like-new condition by the Contractor at his sole expense. The Contractor shall implement all required measures to provide the Engineer of Record and/or authorized representative personnel and equipment with complete access to all work site, at all times.

1.3 INSPECTION OF THE WORK

The Engineer of Record and/or authorized representative shall provide construction observation services to monitor project quality and determine conformance of the work with the specifications. Each step of the work described herein is subject to inspection and approval by the Engineer of Record and/or authorized representative prior to proceeding with subsequent phases of the work.

1.4 MATERIALS AND EQUIPMENT

All materials, equipment, and types of construction shall be in accordance with these Technical specifications and shall conform to the requirements of all applicable laws, ordinances, and codes.

All materials and equipment to be incorporated into the work shall be new, unused, and properly designed for the use intended. Materials and/or equipment which, in the opinion of the Engineer of Record and/or authorized representative, are inferior or of a lower grade than specified, or required, will not be accepted and shall be removed immediately from the project site.

1.5 EQUIVALENT PRODUCTS AND MATERIALS

For products, material, or equipment submitted for consideration as "Or Equal" to that specified, it is the Contractor's responsibility to provide to the Engineer of Record and/or authorized representative sufficient written information and data to demonstrate that the material or equipment conforms to the Contract Document requirements. The Engineer of Record and/or authorized representative shall be the sole judge as to whether or not such material or equipment is equal to that specified or required herein.

Upon rejection of any material or equipment submitted as the equivalent of that specifically named in the Contract, the Contractor shall furnish the specified material or equipment at no additional cost to the Engineer of Record and/or authorized representative.

Neither the approval by the Engineer of Record and/or authorized representative of alternate material or equipment as being equivalent to that specified, nor the furnishing of the material or equipment specified, shall in any way relieve the Contractor of responsibility for failure of the material or equipment, due to faulty design, material, or workmanship, to perform the functions required by the Contract Documents.

1.6 MATERIAL AND EQUIPMENT DELIVERY AND STORAGE

The contractor shall deliver material in sufficient quantities to ensure the most timely and uninterrupted progress of the work. All materials and equipment shall be stored in strict accordance with the manufacturer's recommendations. Products shall also be stored and handled according to their Material Safety Data Sheets (MSDS).

1.7 SPILL OR DISCHARGE OF WASTEWATER

The discharge of wastewater into the environment is prohibited. All spills or discharges of wastewater shall be immediately reported to the Engineer of Record and/or authorized representative, and the City of Port St Lucie. City of Port St Lucie contacts shall include Danny Sequi or Jeffrey Labigang at (772) 873-6400.

The Contractor also shall immediately control, contain, and stoop the spill or discharge and shall repair any damage at no additional cost to the City of Port St Lucie.

The Contractor is solely responsible for all fines and labor, materials, and equipment costs incurred by the City of Port St Lucie associated with wastewater spills or discharges to the environment resulting from the Contractor's actions or the Contractor's negligence.

1.8 REFERENCES

- A. ASTM C109 – Compressive Strength of Hydraulic Cement Mortars
- B. ASTM C293 – Flexural Strength of Concrete
- C. ASTM C321 – Bond Strength of Chemical Resistant mortars
- D. ASTM C666 – Resistance of Concrete to Rapid Freezing/Thawing
- E. ASTM C596 – Drying Shrinkage of Mortar Containing Cement
- F. AASHTO – T277 – Rapid Chloride Permeability of Cement
- G. ASTM C1244 – Concrete Sewer Manholes by Negative Air Pressure (Vacuum) Test
- H. ASTM D638 – Tensile Properties of Plastics.

- I. ASTM D790 – Flexural Properties of Unreinforced and Reinforced Plastics
- J. ASTM D695 – Compressive Properties of Rigid Plastics.
- K. ASTM D4541 – Pull-off Strength of Coatings Using a Portable Adhesion Tester
- L. ASTM D2584 – Volatile Matter Content
- M. ASTM D2240 – Durometer Hardness, Type D
- N. ASTM D543 – Resistance of Plastics to Chemical Reagents
- O. ACI 506.2-77 – Specifications for Materials, Proportioning, and Application of Shotcrete
- P. ASTM C579 – Compressive Strength of Chemically Setting Silicate and Silica Chemical Resistant Mortars
- Q. NACE 6/SSPC SP13 – Joint Surface Preparation Standard – Surface of concrete
- R. ASTM – The Published Standards of the American Society for Testing and Materials, West Conshohocken, PA
- S. NACE – The Published Standards of National Association of Corrosion Engineers (NACE International), Houston, TX
- T. SSPC – The Published Standards of the Society of Protective Coatings, Pittsburgh, PA
- U. Los Angeles County Sanitation District – Evaluation of Protective Coatings for Concrete

1.9 SUBMITTALS

- A. Product Data:
 - 1. Technical data sheet on each product proposed to be furnished demonstrating compliance with these specifications including independent ASTM test results indicating the product conforms to the these technical specifications.

2. Material Safety Data Sheets (MSDS) for each product proposed to be furnished.

B. Application Guidelines

1. Manufacturer's guidelines and recommendations for storage and application of the product.
2. Project specific guidelines and recommendations.
3. Proof of any required federal, state or local permits or licenses necessary for the project. All permits and certifications shall be current for the year of the project.
4. Design details for any ancillary systems and equipment to be used in site and surface preparation, application and testing.
5. Written Warranty.

C. Certifications:

Submit all Applicator Qualifications specified in Part 1.10

D. Or Equal Requests

1. "Or Equal" Submittal: In order to be considered as an equal product, said product will have to meet the minimum physical properties of the approved products as referenced in Paragraph 2.4 as measured by the applicable ASTM standards referenced in Paragraph 1.8. Testing results must be performed and presented by a third-party testing laboratory.
2. "Or Equal" products shall be submitted to the City of Port St Lucie a minimum of two (2) weeks prior to bid date. For a product to be considered "equal" the submitted product must receive written approval via addendum to the current bid documents prior to the bid date. Only applicators that have been trained and certified by the approved coating system manufacturer are allowed to install the manhole restoration methods specified herein.

1.10 QUALITY ASSURANCE

A. Applicator Qualifications:

1. Manufacturer certification that Applicator has been trained and approved in the handling, mixing and application of the products to be used.
2. Certification that the equipment to be used for applying the products has been manufactured or approved by the cement or epoxy coating manufacturer and Applicator personnel have been trained and certified for proper use of the equipment.
3. Applicator shall initiate and enforce quality control procedures consistent with applicable ASTM, NACE and SSPC standards and the epoxy coating manufacturer's recommendations.
4. The installer/applicator shall submit a list of at least five (5) project references including project name, location, work performed, contract amount, completion date, contact person and phone number, where similar work as specified herein has been performed.

1.11 WARRANTY

The Applicator shall warrant all work against defects in materials and workmanship for a period of one (1) year, unless otherwise noted, from the date of final acceptance of the project. Applicator shall, within a reasonable time after receipt of written notice thereof, repair defects in materials or workmanship which may develop during said one (1) year period, and any damage to other work caused by such defects or the repairing of same, at his own expense and without additional cost to the City of Port St Lucie.

PART 2 – MAHOLE AND LIFT STATION CONDITION ASSESMENT

2.1 GENERAL

- A. The following Condition Assessment criteria shall be used to determine the appropriate and selected repair method for any specific manhole and lift station structure.
- B. Condition Assessment and determination of the appropriate and selected manhole and lift station repair/rehabilitation method shall be determined by the City of Port St Lucie prior to commencement of work. The Contractor shall apply the repair/rehabilitation method as directed by the City of Port St Lucie.

2.2 QUALIFICATION OF MANHOLE AND LIFT STATION STRUCTURAL CONDITION

A. Condition I Manholes and Lift Stations

The manhole or lift station is either a newly installed pre-cast or poured in place concrete structure. The structure shall have a smooth and uniform interior surface profile and shall exhibit no signs of active groundwater infiltration or corrosion mechanics.

B. Condition II Manholes & Lift Stations

The manhole or lift station is considered fundamentally sound with no indication of settlement, cracking, or other signs of structural fatigue. The structure may exhibit evidence of some minor corrosion in brick mortar joints and/or on pre-cast substrate areas. Rate of corrosion should be less than 0.25 in. for every 10 years of service life. The structure may also exhibit signs of infiltration or exfiltration through pre-cast joints, mortar joints, or around pipe connections. The existing manhole and lift station structure should be sufficient to sustain and support both soil and live loading.

C. Condition III Manholes & Lift Stations

The manhole or lift station may exhibit any or all elements Identified under condition II. Further, the Structure is exhibiting early signs of structural fatigue evidence by minor cracks, loss of mortar or brick, and evidence of moderate sulfide corrosion attack. Rate of corrosion should be greater than 0.25 in. for every 10 years of service life. The manhole of lift station may exhibit minor cross sectional distortion; however, the structure is still supporting the soil and live loads.

D. Condition IV Manholes & Lift Stations

The manhole or lift station may exhibit any or all elements identified under Condition III. Further, the structure is exhibiting signs of severe structural fatigue and potential collapse and/or structural failure. Conditions indicating this degree of structural deterioration would be corrosive degradation greater than 1.0 inch in the mortar joints and precast surface areas. The structure may exhibit loose and/or missing brick, exposed rebar or wire mesh reinforcement, and/or distortion of the original manhole or lift station dimensions.

2.3 APPROPRIATE CONDITION BASED REPAIR METHODS

- A. All structures identified as **Condition I** shall receive a stand-alone application of the specified protective epoxy coating at a minimum thickness of **150 mils**.
- B. All structures identified as **Condition II** shall receive a stand-alone application of the specified calcium aluminate cementitious liner material at a minimum thickness of **1-inch**.
- C. All structures identified as **Condition III** shall receive a stand-alone application of the specified prescribed composite liner system.
- D. All structures identified as **Condition IV** shall receive a composite liner system.
- E. Should some specific applications warrant the use of additional materials in excess of the aforementioned appropriate condition based repair methods, the desired thickness of either the cementitious and/or epoxy materials may be increased incrementally per the line item for supplemental materials in the contract unit price bid in the itemized Proposal for each square foot of cementitious and/or epoxy that is installed. Any use of supplemental materials must receive approval from USD prior to commencement of work.

PART 3 – PRODUCTS

3.1 EXISTING PRODUCTS

- A. Standard Portland cement or new concrete (not quick setting high strength cement) must be well cured prior to application of the epoxy coating on Condition II manhole structures.
- B. Cementitious patching and repair materials shall not be used unless the epoxy-coating manufacturer approves proof of suitability and procedures for top coating with an epoxy coating in writing. Project specific submittals should be provided including application, cure time, and surface preparation procedures that permit optimum bond strength with the epoxy coating.
- C. Remove existing coatings prior to application of the new cementitious lining and/or epoxy coating. Applicator is to maintain strict adherence to all manufacturer's recommendations

with regard to proper surface preparation and compatibility with existing coatings.

3.2 CEMENTITIOUS & EPOXY COATING MANUFACTURERS

- A. Strong Seal High Performance by Strong Company, Inc. of Pine Bluff, Arkansas or Sewper Coat by LaFarge Calcium Alumgrates, Inc., Lafarge Calcium Aluminates of Chesapeake, VA or equal.
- B. Strong Seal Composite System by Strong Company, Inc. of Pine Bluff, Arkansas, or equal.
 - 1. Infiltration Control Materials; Infiltration control materials furnished shall be fast setting type, designed to be applied in dry powder form, with no prior mixing of water, directly to active leaks under hydrostatic pressure in manholes or related structures. Materials shall consist of rapid setting cements, siliceous aggregates, and various accelerating agents. Material shall not contain chlorides, gypsum, or metallic particles. Approved infiltration control material shall be Quadex **Quad-Plug** as manufactured by Quadex, Inc., Little Rock, Arkansas, Strong-Plug by Strong Company, Inc., Pine Bluff, Arkansas, or equal.
 - 2. Invert Repair and Patching; All material furnished shall be designed to fill voids and to repair or reconstruct where no hydrostatic pressure exists. Material shall consist of rapid setting cements, high-density non-absorptive aggregates, and various accelerating agents. Material shall not contain chlorides, gypsum, or metallic particles. Approved invert repair and patching material shall be Quadex **Hyperform** as manufactured by Quadex, Inc., Little Rock, Arkansas, Strong-Seal QSR by Strong Company, Inc., Pine Bluff, Arkansas, or Equal.

3.4 CEMENTITIOUS LINER MATERIAL

Cementitious Manhole and Lift Station Liner: Cementitious manhole and lift station liner products shall be applied at manholes and lift stations that have been identified as having a pH of greater than 1 or as directed by the USD. Cementitious manhole and lift station liner products shall be used to form a structural monolithic liner covering all interior substrate surfaces. Material shall be a fiber-reinforced pure-fused calcium aluminate cement and calcium aluminate aggregate and shall be wet mixed and applied in strict accordance with manufacturer's recommendations.

The material shall be specially formulated to withstand hydrogen sulfide bacterial carrions and abrasion in wastewater environments with a pH of 1 or greater. The mix shall be low-pressure spray applied to a manhole and lift station walls to form the structural/structurally enhanced monolithic cementitious liner. The applied liner material shall cover all interior manhole and Lift station surfaces. Liner material shall have the following Minimum requirements:

Property	Standard	Minimum Time	Limit
Comprehensive Strength	ADTM C109	1 day 28 days	>8000 psi >9000 psi
Tensile Strength	ASTM C496	28 days	>800 psi
Flexural Strength	ASTM C293	12 hr 28 days	>1000 psi >1200 psi
Shrinkage @ 90% R.H.	ASTM C490	28 days	0%
Bond	ASTM C882	28 days	>2000 psi
Density	When Applied	N/A	145 +/- 5 lbs/ft ³
Freeze/Thaw	ASTM C666	N/A	100 cycles no visible damage

Cementitious liner materials shall be LaFarge SewperCoat by LaFarge Company, Inc., Strong-Seal High Performance Mix by Strong Company, Inc., or equal.

3.5 COMPOSITE LINER SYSTEM

Composite liner Systems for Manhole and Lift station Repair and Rehabilitation: Composite manhole and lift station identified as having a pH of 1 or less or at locations as directed by the Engineer of Record and/or authorized representative. Composite manhole and lift station liner products shall be used to form a structural liner covering all interior substrate surfaces. The system shall be used to construct and repair entire manholes and entire lift stations including voids, active leaks, bench and Inverts, walls and ceilings. Composite manhole and lift station liner systems shall include cementitious corrosion resistant patching material, grout material, calcium aluminate, cementitious liner material, epoxy based liner material. All components of composite liner systems shall be manufactured by a single company regularly engaged in the fabrication and supply of materials for repair and rehabilitation of manholes and lift stations. All components shall be applied, prepared, and in strict accordance with the manufacturer's recommendations. Patching material shall be a quick setting corrosion resistant cementitious material, shall be

used as a patching material to fill voids and to repair inverts, is to be mixed and applied according to the manufacturer's recommendations, and shall have the following minimum requirements:

Property	Standard	Limit
Compressive Strength	ASTM C109	>800 psi, 1 hr >1800 psi, 24 hrs
Bond	ASTM C882	>1600 psi, 28 days
Calcium Aluminate Cement		Sulfate Resistant
Applied Density		105 pcf +/- 5 lbs
Skrinage	ASTM C596	0% @ 90% R.H.
Placement Time		5-10 Minutes
Set Time		15-30 Minutes

Plug material shall be rapid setting cementitious product specifically formulated for leak control, shall be used to stop minor water infiltration and shall be mixed and applied to manufacturer's recommendations and shall have the following minimum requirements:

Property	Standard	Limit
Compressive Strength	ASTM C109	>1000 psi, 1 hr >2500 psi, 24 hr
Sulfate Resistance	ASTM C267	No weight loss after 15 cycles @ 2000 ppm
Freeze/Thaw	ASTM C666 "Method A"	100 Cycles
Pull Out Strength	ASTM C234	14,000 pounds
Placement Time		<1.0 minute

Liner material shall be a calcium aluminate, acid resistant cementitious product to be used for building back deteriorated substrates to original dimensions, to restore structural integrity, enhance corrosion protection and provide a smooth surface for applying the epoxy material and shall have the following minimum requirements:

Property	Standard	Limit	Time
Compressive Strength	ASTM C109	>8000 psi	28 days
Tensile Strength	ASTM C496	>600 psi	28 days
Flexural Strength	ASTM C293	>900 psi	28 days
Shrinkage @ 90% R.H.	ASTM C490	0%	28 days
Bond	ASTM C882	>2000 psi	28 days
Density, when applied	N/A	135 +/- 5 lbs/ft ³	28 days

Epoxy Liner System shall have the following minimum requirements:

Property	Standard	Limit
Compressive Strength	ASTM D695	>8800 psi
Tensile Strength	ASTM D638	>7700 psi
Flexural Strength	ASTM D790	>12,400 psi
Pull off Strength	ASTM D4541	>350 psi
VOC	ASTM D2584	0%
Durometer Hardness Type D	ASTM D2240	Shore D-70
Moisture Absorption	ASTM C413	.003%

Composite liner systems shall be Strong Seal Composite by Strong Company, Inc., of Pine Bluff, Arkansas or equal.

3.6 EPOXY COATING

Epoxy liner products shall be a solvent-free ultra high-build epoxy System meeting the following requirements:

Product Type	Standard	Amine cured epoxy
Color		Light blue
Solids Content (vol%)		100%
Compressive Strength	ASTM D695	>18000
Tensile Strength	ASTM D638	>7500
Tensile Elongation	ASTM D790	1.5
Flexural Modulous	ASTM D790	>6000,000
Flexural Modulous	ASTM D790	>13,000
Adhesion to Contcrete	ASTM D4541	Substrate (concrete) Failure
Chemical Resistance	(ASTM D543/G20)	All types of service a. Municipal Sanitary sewer b. Sulfuric acid, 30% c. Sodium hydroxide, 5%
VOC Content	ASTM D2584	0%

Epoxy liners for manhole rehabilitation shall be Raven 405 epoxy coating system by Raven Liner Systems Solutions Inc., Broken Arrow Oklahoma, or equal.

3.7 CEMENTITIOUS LINING APPLICATION EQUIPMENT

Manufacturer approved low-velocity cementitious wet spray system (no gunite) or centrifugal spin-cast system shall be used in the application of the specified cementitious liner material. System shall consist of a batch style mixer and progressive cavity (rotor/stator) style mortar pump.

3.8 EPOXY COATING APPLICATION EQUIPMENT

Manufacturer approved heated plural component spray equipment shall be used in the application of the specified epoxy coating.

PART 4 – EXECUTION

4.1 APPLICATOR QUALIFICATIONS

- A. Repair material applicators shall be trained to properly apply the cementitious mortar according to manufacturer's recommendations.
- B. All cementitious and epoxy materials must be applied by a certified Applicator of the product manufacturer and according to manufacturer specifications.

4.2 SURFACE PREPARATION

- A. Applicator shall inspect all specified surfaces prior to surface preparation. Applicator shall notify Owner of any noticeable disparity in the surfaces that may interfere with the proper preparation or application of the specified repair materials.
- B. Applicator personnel shall directly perform all aspects of surface preparation and shall not subcontract any element of surface preparation.
- C. All contaminants including: oils, grease, incompatible existing coatings, waxes, form release, curing compounds, efflorescence, sealers, salts, or other contaminants shall be removed. All concrete or mortar that is not sound or has been damaged by chemical exposure shall be removed to a sound concrete surface or replaced.
- D. Surface preparation method(s) should be based upon the conditions of the substrate, service environment and the requirements of the appropriate condition based repair method to be applied. Surfaces to receive repair materials shall be cleaned and abraded to produce a sound surface with adequate profile and porosity to provide a strong bond between the repair materials and the substrate.
- E. Infiltration shall be stopped by using a material that is compatible with the appropriate and selected condition based repair method. All costs associated with minor infiltration control shall be considered inclusive with the cost of the application of the appropriate cement and/or epoxy application.

- F. All surfaces shall be examined by the inspector both during and after preparation and before the repair material is applied.

4.3 APPLICATION OF CEMENTITIOUS LINER MATERIAL

- A. For each bag of product, use the amount of water required per manufacturer's recommendations following mixing procedures noted on product container and using the approved equipment for mixing and material application. The cementitious liner material will require only the addition of potable water during mixing. No other materials will be added during the mixing process without prior written consent from the material manufacturer.
- B. Once materials have been mixed to an appropriate Consistency, caution should be taken as to not over mix the Mortar material.
- C. The surface prior to application of the cementitious liner shall be clean and free of all foreign matter (ref. Section 4.3) and shall be damp without noticeable free water droplets or running water, but totally saturated just prior to application of the liner material. No application shall be made to a dry surface.
- D. Wooden covers and/or any other Owner approved shielding Mechanism shall be placed over the manhole or lift station Invert channel prior to application in order to prevent extraneous materials from entering the sewer lines.
- E. Spraying the cementitious liner material shall be performed by starting at the junction of the manhole or lift station wall and bench and progressing up the structure wall to the corbel and chimney areas. The material shall be applied in a consistent manner to create a minimum uniform thickness of 1 inch should the reconstruction process require thickness greater than 1 inch, the material can be applied up to 3 inches in thickness in multiple single lift applications.
- F. Troweling of the liner material shall begin immediately following the spray application. Troweling shall be in an upward motion, compressing the material into any voids in the structure wall, and creating a relatively smooth finish on the surface of the liner material. Precautions should be taken not to over trowel the material.
- G. The wooden invert covers shall be removed at this time and the bench area sprayed with materials. The materials are to be sprayed on the bench in such a manner that a gradual slope is produced

from the walls to the invert with the thickness of the material at the edge of the invert to be no less than 1 inch using the trowel, the wall/bench intersection is then rounded to a uniform radius the full circumference of the intersection. The Material on the bench area should be finished in such a manner as to provide for proper drainage without ponding.

- H. Immediately upon completion of the troweling phase, a wet-Brush finish shall be applied to all surface areas of the cementitious liner material.
- I. The cementitious liner material shall be cured in accordance with ACI recommendations. A water based curing compound may be used when necessary.
- J. The liner material, once placed, shall have a minimum of 8 hours cure time before being subjected to active flow of surcharge.
- K. In high traffic areas, the manhole should be barricaded and traffic withheld for a minimum of 12 hours after application is complete.
- L. Caution should be taken to minimize exposure of applied product to sunlight and air movement. If application of additional materials is to be longer than 15 minutes, the structure shall be covered. At no time should the finished product be exposed to sunlight or air movement for longer than 15 minutes before covering or closing access. In extremely hot and arid climates, the structure shall be shaded while reconstruction is in process. In environments where humidity level is below 70%, it shall be necessary to keep finished product damp for the first 72 hours.
- M. No application shall be made to frozen surfaces or if freezing expected to occur within the substrate within 24 hours after the application. Precautions shall be taken to keep the mix temperature, at time of the application, below 90 degrees F. Mix water temperature shall not exceed 80 degrees F. Mix water may be chilled with ice if necessary.

4.4 APPLICATION OF EPOXY COATING MATERIAL

- A. Application procedures shall conform to the recommendations of the epoxy coating manufacturer, including material handling, mixing, and environmental controls during application, safety, and spray.

- B. The spray equipment shall be specifically designed to accurately ratio and apply the specified epoxy coating materials and shall be regularly maintained and in proper working order.
- C. Testing for soundness of substrate: upon completion of initial surface preparation, Applicator shall make a visual examination of the surfaces that were prepared to identify areas requiring additional preparation. A screwdriver shall be used to scratch the surface. Should the screwdriver easily remove or dig into any portion of the surface, further preparation shall be required. Retest until a screwdriver cannot scratch the surface.
- D. Testing for contaminants: a water drop test shall be used to test the surface for the presence of hydrophobic contaminants. Applicator shall place a drop of water on the surface in at least four representative locations in the structure and its wetting behavior shall be observed. If the water droplet flattens out and "wets out" the surface, it is likely the surface is not contaminated. If the water droplet beads up and does not "wet out" the surface, it is likely the surface is contaminated. To remove hydrophobic contaminants, the Applicator shall either add an epoxy coating manufacturer approved degreaser to the water blasting process and rewash the interior of the structure, or utilize another process such as steam cleaning, sodium bicarbonate injection, or abrasive blasting for removal of the contaminants. If contaminants are found and removed, retest the contaminants areas using the water drop test until the contaminants are gone.
- E. Ambient conditions: Applicator shall record air temperature inside the structure and prevailing weather conditions at the time of coating application.
- F. Specified and properly prepared surfaces shall be coated by roller or spray application of a moisture tolerant, solvent-free, 100% solids, epoxy primer as further described herein.
- G. During application, Applicator shall regularly perform and record epoxy coating thickness readings with a wet film thickness gage, such as those available through Paul N. Gardner Company, Inc., meeting ASTM D4414-Standard Practice for Measurement of Wet Film Thickness of Organic Coatings by Notched Gauges, to ensure uniform thickness during application.
- H. Top coating or additional coats of the epoxy coating should occur as soon as the prior coat becomes tack free, but no later than the recoat window for the specified products (24 hours). Additional

surface preparation procedures will be required if this recoat window is exceeded.

- I. Installation of the epoxy coating shall not commence until the concrete substrate has properly cured in accordance with these specifications.

PART 5 – ANCILLARY MANHOLE / LIFT STATION REPAIR ITEMS

5.1 BYPASS PUMPING

- A. The Contractor shall provide a bypass pumping system that is capable of handling a minimum flow of 500 GPM at 50 psi. The Contractor shall also provide a secondary or standby pump system that is capable of handling similar flows in the event that the primary pump system experiences flows greater than 500 GPM, or should the first pump fails. Both pumping units shall be provided with the following items: sound reduction compartments, floatation sensors, automatic dialers and internal & external check valve assemblies.
- B. Any requirement for bypass pumping shall be submitted by the Contractor, to the Engineer of Record and/or authorized representative for review, and approval prior to commencement of actual sewer bypass. The Engineer of Record and/or authorized representative shall have sole discretion in determining the necessity for any bypass pumping. No bypass pumping shall be executed without prior approval of the Engineer of Record and/or authorized representative.

5.2 RESETTING OF EXISTING MANHOLE COVER FRAME ASSEMBLY

- A. Section 5.2 Resetting of Existing Manhole Cover Frame Assembly is not applicable to the SP-04 Lift Station Replacement Contract and has been omitted

5.3 INSTALLATION OF NEW MANHOLE COVER FRAME ASSEMBLY

- A. Section 5.3 Installation of New Manhole Cover Frame Assembly is not applicable to the SP-04 Lift Station Replacement Contract and has been omitted

5.4 REBUILDING EXISTING MANHOLE BENCH & INVERT CHANNELS

- A. As specified in the Contract Drawings and/or Contract Documents the Contractor shall repair, rebuild, and/or reconstruct the existing manhole bench and invert channel prior to manhole liner installation.
- B. Repairs shall be performed on all manhole benches and inverts that exhibit visible damage and/or infiltration, or require such repairs in order to facilitate successful manhole liner performance testing.
- C. This item includes all materials, equipment, and work required to repair, rebuild, and/or reconstruct the existing manhole invert bench and invert channel shall be approved by the Engineer of Record and/or authorized representative.
- D. Prior to repairs, flow through the manhole shall be arrested via the use of pipe plugs, flow-through plugging systems, or manhole bypass pumping (ref. Section 5.1) as required.
- E. After manhole flow has been diverted, remove all loose material from manhole bench and invert areas and pressure wash using a minimum 5000 psi hydrablast.
- F. The quick setting patching and invert repair material shall be applied to the invert in an expeditious manner. The mix shall be troweled uniformly onto the invert a minimum thickness of 0.5 inches, extending out onto the bench sufficiently to create an adjoining tie in region for the spray applied monolithic cementitious liner material.
- G. Care should be taken in the furnishing of invert channel, so as to maintain the hydraulic performance of the manhole. The finished invert should be smooth and free of any ridges or other surface irregularities that might impede flow.
- H. Flow in the manhole should be restored as soon as the quick setting invert repair material achieves its initial set and not longer than 30 minutes from the time of initial service interruption.

5.5 REMOVAL OF EXISTING MANHOLE STEPS

- B. Section 5.5 Removal of Existing Manhole Steps is not applicable to the SP-04 Lift Station Replacement Contract and has been omitted

5.5 CHEMICAL GROUTING OF MANHOLES & LIFT STATIONS

- A. Manholes and lift stations that exhibit moderate to severe groundwater infiltration will require the use of chemical injection grouting to arrest leakage prior to rehabilitation. The Contractor will submit sufficient documentation to support the need for chemical grouting to the Engineer of Record and/or authorized representative for review and approval of the grouting procedure, prior to commencement of work.
- B. Materials, additives, mixture ratios, and procedures utilized for the grouting process shall be in accordance with the grout manufacturer's recommendations.
- C. The following properties shall be exhibited by the grout.
 - 1. Documented service of satisfactory performance in similar usage.
 - 2. Controllable reaction times and shrinkage thought the use of chemicals supplied by the same manufacturer. The minimum set time shall be established so that adequate grout travel is achieved.
 - a. Resistance to chemicals: to most organic solvents, mild acids, and alkali.
 - b. The chemical shall be essentially non-toxic in a cured form.
 - 3. Sealing material shall not be rigid or brittle when subjected to dry atmosphere. The material shall be able to withstand freeze/thaw and moving load conditions.
 - 4. Acrylate grouts may not be used.
- D. Mixing and handling of chemical grout, which may be toxic under certain conditions, shall be in accordance with the recommendations if the manufacturer and in such a manner to minimize hazard to personnel. It is the responsibility of the Contractor to provide appropriate protective measures to ensure that chemicals or gels are handled by authorized personnel in the proper manner. All equipment shall be subjected to the approval of the Engineer of Record and/or authorized representative. Only personnel thoroughly familiar with the handling of the grout material and additives shall perform the grouting operations.

- E. Injection holes shall be drilled through the manhole wall at locations as recommended by the grout manufacturer.
- F. Grout shall be injected through the holes under pressure with a suitable probe. Injection pressure shall not cause damage to the manhole structure or surrounding surface features. Grout shall be injected through the lowest holes first. The procedure shall be repeated until the manhole is externally sealed with grout.
- G. Grouting from the ground surface shall not be allowed.
- H. Grout travel shall be verified by observation of grout to defects or adjacent injection holes. Provide additional injection holes, if necessary, to insure grout travel.
- I. Injection holes shall be cleaned with a drill and patched with a waterproof quick setting mortar for brick and concrete manholes.

PART 6 – INSPECTION AND PERFORMANCE TESTING

6.1 PROTECTIVE LINER INSPECTION

After the specified repair and rehabilitation work has been completed, the manhole or lift station shall be visually reviewed and tested by the contractor in the presence of the owner. Visual review shall be for water tightness against leakage of water into the structure. All visible leaks and defects observed during the review shall be repaired to the owner's satisfaction. There shall be no visible infiltration.

6.2 PROTECTIVE LINER PERFORMANCE TESTING

- A. In addition to the visual inspection, each completed manhole will be subject to the following in-field performance testing requirements as a prerequisite for Contractor payment.
- B. The applicable and required performance testing method will be dependent upon the appropriate Condition Assessment based repair method.
- C. All equipment, materials, and work associated with the prescribed performance testing requirements shall be at the sole expense of the Contractor.

6.3 CONDITION II APPLICATIONS – CEMENTITIOUS LINERS

- A. All condition II applications (stand-alone cementitious liners) shall be tested per ASTM Designation C 1244 – Standard Test Method for Concrete Sewer Manholes by the Negative Air Pressure (Vacuum) test.
- B. All pipes entering the manhole should be plugged, taking care to securely brace the plug from being drawn into the manhole.
- C. A vacuum pump apparatus shall be placed onto the manhole ring and Sealed to the structure in accordance with the pump manufacturer’s recommendations. A vacuum pump of ten (10) inches of mercury shall be drawn and the vacuum pump shut off.
- D. With the pressure relief valves closed, the time shall be measured for the vacuum to drop to (9) inches. The following table depicts the minimum allowable test times (in seconds) for manhole acceptance at the specified vacuum drop.

Manhole Depth (Feet)	Time (Seconds)		
	48" Diameter	60" Diameter	72" Diameter
4	10	13	16
8	20	26	32
12	30	39	48
16	40	52	64
20	50	65	80
24	60	78	96
For Each Additional 2 Ft of Depth Add	5	6.5	8

- E. Manholes that fail the vacuum test shall be reworked and retested by the contractor at no additional compensation until the test is passed. Any manholes that are visually leaking, or otherwise deemed unacceptable, or fail or vacuum test, shall be completely re-sprayed and re-tested until accepted by the Engineer of Record and/or authorized representative.

6.4 CONDITION I, III, & IV APPLICATIONS – EPOXY COATINGS

- A. All condition I, III, & IV applications (epoxy coating installations) shall be tested using a holiday or spark test method to identify any pinholes or holidays that were not detected during the visual inspection. Condition II manholes shall not be subject to vacuum testing.
- B. The Contractor shall perform holiday detection on all surfaces coated with the epoxy coating in the presence of Inspector.
- C. After the epoxy coating has set hard to the touch, surfaces shall first be dried and induced holiday shall then be made on to the coated concrete surface and shall serve to determine the minimum/maximum voltage to be used to test the coating for holidays at that particular area.
- D. The spark tester shall be initially set at 100 volts per 1 mil (25 microns) of film thickness applied but may be adjusted as necessary to detect the induced holiday (ref. NACE RPO188-99).
- E. All detected holidays shall be marked and repaired by abrading the coating surface with grit disk paper or other hand tooling method. After abrading and cleaning, additional epoxy coating material can be hand applied to the repair area. All touch-up/repair procedures shall follow the epoxy coating recommendations.