

PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST

COUNCIL ITEM 7B
DATE 3/26/12

Meeting Date: March 26, 2012

Public Hearing ___ Ordinance ___ Resolution ___ Motion X

Demandstar Broadcast Date: 1/5/2012

Item: E-Bid #20120033 - Chlorine Contact Basin Overflow Pipe Modifications at Westport Wastewater Treatment Facility

Recommended Action:

Approval of Award and Contract Documents with Melvin Bush Construction, Inc. for the Chlorine Contact Basin Overflow Pipe Modifications at Westport Wastewater Treatment Facility in the amount of \$39,643.30. Contract period is thirty (30) 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: Five (5) proposals were received on February 14, 2012 from Contractors who hold a Master Contract with the City for Water Distribution Projects. Melvin Bush Construction, Inc. provided the best value to the City with a bid of \$39,643.30 which is \$49,321.70 lower than the highest bid. The project includes all labor and materials for the construction of a piping interconnection that will facilitate the draining of the Westport Chlorine Contact Chambers by gravity, i.e. dewatering pumps will not be required to drain the basins. The drain interconnection will be from the existing twenty four (24) inch overflow line to the existing injection well detention pond. Project will be completed in thirty (30) calendar days.

The Utilities Department has reviewed the proposals and recommends City Council approve this request. Local Preference did not apply to this bid.

Purchase is budgeted in the 445 Fund.

Expenditure: \$39,643.30

Department requests expenditure from the following:

Fund	445	2006 Bond Issue Fund
Cost Center	3512	Westport Wastewater Facility Operations
Object Code	563000	Improvements O/T Building
Project	26504	Westport Wastewater Expansion to 12 MGD

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

Department requests ___-0-___ minutes to make a presentation.

Submitted by: JESUS MEREJO

Date Submitted: 3/7/2012

Title: UTILITY DIRECTOR

RECEIVED

MAR 07 2012

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Robyn Holder, Contract Specialist, Office of Management & Budget
FROM: Richard M. Schoenborn, P.E., Civil-Utility Engineer
THRU: Jesus Merejo, Utility Systems Director *JM*
SUBJECT: Westport WWTF Chlorine Contact Chamber Drain Improvements – Contract Award
DATE: March 05, 2012

The Westport WWTF Chlorine Contact Chamber Drain Improvements work includes all labor and materials for construction of a piping interconnection that will facilitate the draining of the Westport Chlorine Contact Chambers by gravity, i.e. dewatering pumps will not be required to drain the basins. The drain interconnection will be from the existing 24-inch overflow line to the existing injection well detention pond. Attached to this memorandum, at the end, is the bid tabulation for this project.

The bids were received as follows:

Contractor	Contractor's Bid Amount	Time to Complete Work
Melvin Bush Construction, Inc.	\$39,643.30	30 Days
Felix Associates of Florida, Inc.	\$43,123.00	60 Days
Garney Companies, Inc.	\$88,965.00	45 Days
Ric-Man International, Inc.	\$66,010.00	55 Days
Intercounty Engineering	\$46,390.00	60 Days

After reviewing the bids, the Utility Systems Department recommends Melvin Bush Contractors, Inc. for a total cost of \$39,643.30.

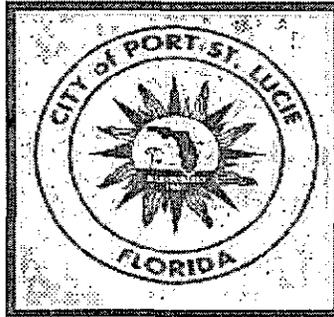
It is the recommendation of the Utility that this proposal be presented to the City Council for approval at the next City Council Meeting. Funds to cover these services are available in a fund that is to be determined.

Attachment: Westport WWTF CCC Improvements Bid Tabulation

c: Brad Macek, Assitant Director
Laney Southerly, P.E., Engineering Manager
Jeanette Thompson, Manager of Budget and Procurement
File: 16.0001 Westport WWTF Chlorine Contact Chamber Drain Improvements

E-BID DOCUMENTS

- E-BID DOCUMENT
 - ATTACHMENT A - TECHNICAL SPECIFICATIONS
 - ATTACHMENT B - SUPPLEMENTAL SPECIFICATIONS
 - ADDENDUM #1
 - ADDENDUM #2 - PRE BID MEETING W/CD OF THE MEETING
 - ADDENDUM #2A
 - ADDENDUM #2B
 - ADDENDUM #2C
 - ADDENDUM #2D
 - ADDENDUM #3
 - ADDENDUM #4
 - ADDENDUM #4A
-
- AGENDA FOR PRE BID MEETING
 - SIGN IN SHEET FROM PRE BID MEETING
 - SIGN IN SHEET FROM SITE VISIT



CITY OF PORT ST. LUCIE

**CHLORINE CONTACT BASIN OVERFLOW PIPE MODIFICATIONS
AT WESTPORT WASTEWATER TREATMENT FACILITY**

**Sealed Electronic Bid # 20120033
(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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• Attachment A - Technical Specifications, prepared by the Utility Systems Department dated December 2011, pages 1 - 7.	
• Attachment B – Supplemental Specifications, pages 1 - 5.	
• Appendix A - PSLUSD Utility Standards Manual (see website: www.cityofpsl.com).	
• Appendix B - PSLUSD Utility Standards Detail (see website: www.cityofpsl.com).	
• Appendix C - 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 #20120033 for the Modifications to the Chlorine Contact Basin Overflow Pipe located at the Westport Wastewater Treatment Facility 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 February 14, 2012.**

SCOPE OF WORK:

The project work shall include all labor and materials including all excavation, backfill, compaction, sod, pipe, fittings, spool pieces, restraints, testing, concrete, reinforcing steel and all other items and incidentals necessary for a complete and operational overflow interconnection from the existing 24-inch overflow line to the existing injection well detention pond, as shown and indicated on the project drawings and these specifications.

All work and materials for this project, including compaction and testing shall conform with the City of Port St. Lucie, Utility Systems Department specifications-latest edition, and the City of Port St. Lucie, Utility Systems Department Qualified Products List (QPL)-latest edition and City of Port St. Lucie Codes. All materials provided by the Contractor for the project shall be new. Contractor shall submit three (3) sets of shop drawings for all materials used on this project as well as a project schedule at the time of the preconstruction meeting.

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

Contract period is sixty (60) 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

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 **January 26, 2012 beginning at**

2:00 pm. At this time, the specifications and other bidding documents will be explained, and questions regarding the project will be discussed.

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

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

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

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

1. E-Bid Specifications – Pages 1 – 32.
2. E-Bid Reply Sheet #20120033 – Pages 12 - 15 (included in E-Bid).
3. E-Bid Reply Excel Spreadsheet – Page 1 (not included in E-Bid).
4. Attachments

Attachments that are required (not included in this document)

- Attachment A - Technical Specifications prepared by the Utility Systems Department dated December 2011, pages 1 - 7 (not included in E-Bid)
- Attachment B – Supplemental Specifications, pages 1 - 5 (not included in E-Bid).
- Appendix A - Utility Standards Manual (see website: www.cityofpsl.com).
- Appendix B - Utility Standard Details (see website: www.cityofpsl.com).
- Appendix C - 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 **February 6, 2012** may not be answered, and will not be cause for additional compensation. Bidder(s) must clearly understand that Ms. Holder is the only individual authorized to represent the City.

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

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

- A. Request E-Bid Specifications, #20120033 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 #20120033, Trench Safety Statement, Drug Free Workplace Form, and Checklist.
 - E. Enter total price on E-Bid Reply Sheet #20120033. 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 #20120033 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 #20120033 where indicated.
 - G. Upload and submit the E-Bid Reply Sheet #20120033, E-Bid Reply Excel Spreadsheet, Bid Bond, Trench Safety Affidavit, Current Certificate of Insurance, W-9 form, Drug Free Workplace Form and the Checklist onto Demandstar by the due date and time.
 - H. Upload and submit a copy of your license for this type of construction work; or in compliance with Florida Statute Chapter 489, a copy of the certificate issued by the State of Florida authorizing the Bidder(s) to transact business within the state.
8. **BID SECURITY BOND:** All Bids shall include a Bid Security payable to the City of Port St. Lucie, Florida, in the amount of five percent (5%) of the total bid price. Security shall be either certified check, cashier's check, Irrevocable Letter of Credit from a solvent national or state bank, or Bid Bond issued by a Surety licensed to conduct business in the State of Florida. Surety shall have a rating of A or A+ by "Best's Rating Guide". This must be scanned and uploaded at the time of the submittal then mailed to the City immediately after the opening. Thus showing evidence that a Bid Bond was obtained. The Bid Bond (or other form of security) **MUST** be received within **three (3) business days** after the opening for their bid to be considered even if they are not the apparent low bidder.

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

9. **AVAILABILITY OF FUNDS:** The obligations of the City under this Contract are subject to the availability of funds lawfully appropriated for this project by the City of Port St. Lucie.
10. **DISQUALIFICATIONS:** The City may disqualify any Bidder(s) and reject the Bidder's proposal or proposals for any of the following reasons:
 - A. The submission of more than one proposal for the same work from an individual firm, or corporation under the same or a different name.

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

16. **AWARD OF CONTRACT:** For the purpose of this award, each e-bid submitted shall be evaluated on the correct products of the estimated quantities shown on the E-Bid Reply Excel Spreadsheet, multiplied by their bid unit prices for the Total Bid. The 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 #20120033 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 sixty (60) 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

Chlorine Contact Basin Overflow Pipe Modifications at WPWWTP

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 #20120033. 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 #20120033

**Chlorine Contact Basin Overflow Pipe Modifications
at Westport Wastewater Treatment Facility**

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 sixty (60) calendar days. All offers less than sixty (60) calendar days may be a consideration for award.

_____ Calendar days

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

6. 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 #	Item Description	Unit Quantity	
1	Mobilization	1.00	LS
2	Demolition	1.00	LS
3	24 inch Fittings	1.00	LS
4	16 inch Fittings	1.00	LS
5	16 inch Spool Pieces	1.00	LS
6	Erosion & Sediment Control	1.00	LS
7	Concrete Thrust Block	1.89	CY
8	16 inch Butterfly Valves	1.00	EA
9	Indemnification Fee	1.00	LS

NOTES:

1. Contractor shall furnish and install bid items 1 through 9 for a complete and operational drain system in accordance with the Contract Documents.
2. The City reserves the right to award the bid items listed above in their entirety or partially. In the event that a partial list is awarded the City reserves the right to adjust the total bid amount by deducting out those items not included in the award.

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FORMS

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Name: Chlorine Contact Basin Overflow Pipe Modifications at Westport Wastewater Treatment Facility

Project Location: Port St. Lucie, Florida

Project Number 20120033

Project Location: SW Darwin Blvd. - 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 #20120033

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

RECITALS

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

PROJECT SUPERVISOR

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

NOTICES

City Project Supervisor: Rich M. Schoenborn, 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: rschoenborn@cityofpsl.com

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

SECTION I
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work which the Contractor has agreed to perform pursuant to the E-Bid Specifications, all Addenda, Attachments A & B, Appendix A - C, all PSLUSD Standards Manual 2010 Edition, PSLUSD Standard Details, Qualified Products List, and all associated permits are made a part of this Contract for the Modifications to the Chlorine Contact Basin Overflow Pipe located at Westport Wastewater Treatment Facility entitled E-Bid #20120033.

SECTION II
TIME OF PERFORMANCE

The Contract Period start date will be _____ and will terminate sixty (60) calendar days later for final completion on _____. The Contractor will be required to commence work under this Contract

Chlorine Contact Basin Overflow Pipe Modifications at WPWWTP

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

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

SECTION III COMPENSATION

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

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

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

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

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

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

Chlorine Contact Basin Overflow Pipe Modifications at WPWWTP including any necessary partial release of liens, and is approved by the Project Manager as required under Section XII of the Contract.

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

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

SECTION IV CONFORMANCE WITH BID

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

SECTION V INDEMNIFICATION / INSURANCE / BONDS

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

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

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

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

Chlorine Contact Basin Overflow Pipe Modifications at WPWWTP

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

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

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

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

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents, and Contract #20120033 for Modifications to the Chlorine Contact Basin Overflow Pipe located at the Westport Wastewater Treatment Facility shall be listed as additionally insured**". The policy shall be endorsed to grant the City of Port St. Lucie thirty (30) days notice of any adverse changes, cancellation or non-renewal of coverage thereunder. Said liability insurance must be acceptable to and approved by the City as to the form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above described limits, the Contractor shall be required, upon receipt of a thirty (30) day written notice from the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

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

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

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

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

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

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

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

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

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

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

SECTION VI PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

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

SECTION VII WORK CHANGES

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

SECTION VIII COMPLIANCE WITH LAWS

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

SECTION IX CLEANING UP

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

SECTION X ACTS OF GOD

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

SECTION XI NOTICE OF PERFORMANCE

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

SECTION XII

INSPECTION AND CORRECTION OF DEFECTS

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

SECTION XIII ADDITIONAL REQUIREMENTS

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

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

SECTION XIV LICENSING

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

SECTION XV SAFETY PRECAUTIONS

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

SECTION XVI ASSIGNMENT

The Contractor shall not delegate, assign or subcontract any part of the work under this Contract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title of interest therein or his obligations there under, or monies due or to become due under this Contract, without prior written consent of the City. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the

assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this Contract. Any assignment of the Contract shall in no way affect any provisions of Specifications or the Contract Documents.

SECTION XVII TERMINATION, DELAYS, INCENTIVES AND LIQUIDATED DAMAGES

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

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time frame described in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City **one thousand (\$1,000.00) dollars** as fixed, agreed and liquidated damages for each calendar day of delay until the work remains uncompleted. The Contractor and his sureties shall be jointly and severally liable to the City for the total amount due as liquidated damages for any delay.

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

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

**SECTION XVIII
LAW AND VENUE**

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

**SECTION XIX
REIMBURSEMENT FOR INSPECTION**

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

**SECTION XX
OWNER-FURNISHED PRODUCTS**

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

**SECTION XXI
FIELD CHANGES**

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

**SECTION XXII
APPROPRIATION APPROVAL**

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

**SECTION XXIII
RENEWAL OPTION**

Not applicable to this Contract

SECTION XXIV
ENTIRE AGREEMENT

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

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Chlorine Contact Basin Overflow Pipe Modifications at WPWWTP

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

CITY OF PORT ST. LUCIE, FLORIDA

By: _____
City Manager

ATTEST:

By: _____
City Clerk

By: _____
Authorized Representative of (name of successful bidder)

State of: _____ County of: _____

Before me personally appeared: _____
(please print)

Please check one:

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

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

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

Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires: _____

(seal)

SEALED E-BID #20120033

**Chlorine Contact Basin Overflow Pipe Modifications
at Westport Wastewater Treatment Facility**

Name of Bidder: _____

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

- _____ Drug-Free Workplace Form uploaded to Demandstar
- _____ Trench Safety Act Form uploaded to Demandstar
- _____ 5% Bid Bond (or other form of security) uploaded to Demandstar (the original **MUST** be received within 3 business days after the opening)
- _____ E-Bid Reply Sheet #20120033 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
Chlorine Contact Basin Overflow Pipe Modifications
at Westport Wastewater Treatment Facility**

(7 Pages follow as a separate attachment)

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ATTACHMENT B

Supplemental Specification for

**City of Port St. Lucie
Chlorine Contact Basin Overflow Pipe Modifications
at Westport Wastewater Treatment Facility**

(5 Pages follow as a separate attachment)

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APPENDIX A - C

Appendix A - Utility Standards Manual

Appendix B - Utility Standard Details

Appendix C - Qualified Products List

ALL CAN BE FOUND ON THE WEBSITE:

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

**CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT**

**WESTPORT WASTEWATER TREATMENT FACILITY
CHLORINE CONTACT BASIN OVERFLOW PIPE
MODIFICATIONS**

TECHNICAL SPECIFICATIONS

SEALED E-BID #20120033

ATTACHMENT A

**PREPARED BY
PORT ST. LUCIE UTILITY SYSTEMS DEPARTMENT
DECEMBER 2011**

NOTES

1. The project work shall include all labor and materials including all excavation, backfill, compaction, sod, pipe, fittings, spool pieces, restraints, testing, concrete, reinforcing steel and all other items and incidentals necessary for a complete and operational overflow interconnection from the existing 24-inch overflow line to the existing injection well detention pond, as shown and indicated on the project drawings and these specifications.

All work and materials for this project, including compaction and testing shall conform with the City of Port St. Lucie, Utility Systems Department specifications-latest edition, and the City of Port St. Lucie, Utility Systems Department Qualified Products List (QPL)-latest edition and City of Port St. Lucie Codes. All materials provided by the Contractor for the project shall be new. Contractor shall submit three (3) sets of shop drawings for all materials used on this project as well as a project schedule at the time of the preconstruction meeting.

2. The Contractor's attention is brought to the fact that the work is located on the Westport WWTF site, a secure facility owned and operated by the City of Port St. Lucie. The Contractor shall conform to all City requests, requirements, ordinances, and protocols for safety and security including hours of work, noise, access to the site, storage of materials, vehicle parking, work on site, and egress from the site. The Contractor shall provide adequate equipment for performing all project work. The Contractor shall provide for all power, water, and portable lavatory facilities necessary for performing the work for this project, unless directed otherwise by the City at the time of the preconstruction meeting. Excavations left open overnight shall be properly marked and barricaded by the Contractor as directed by the City.
3. The contractor is responsible for locating and protection of all above and below grade wastewater treatment pipes and utility facilities. Above grade and below grade facilities damaged during the construction process shall be restored to their original condition by the Contractor at his expense. The Contractor is responsible for verification of the size, locations, elevations, and dimensions of all facilities prior to initiation of all project work.
4. All fittings shall be ductile iron and shall conform to the requirements of ANSI/AWWA C110/A21.10-latest revision or ANSI/AWWA C153/A 21.53 latest revision. Ductile iron fittings shall have a 350-psi minimum working pressure. The CONTRACTOR shall take note that this specification allows the use of Compact or Full-Body fittings. Contractor shall be responsible for making dimensional adjustments depending on the fittings used and existing field conditions.

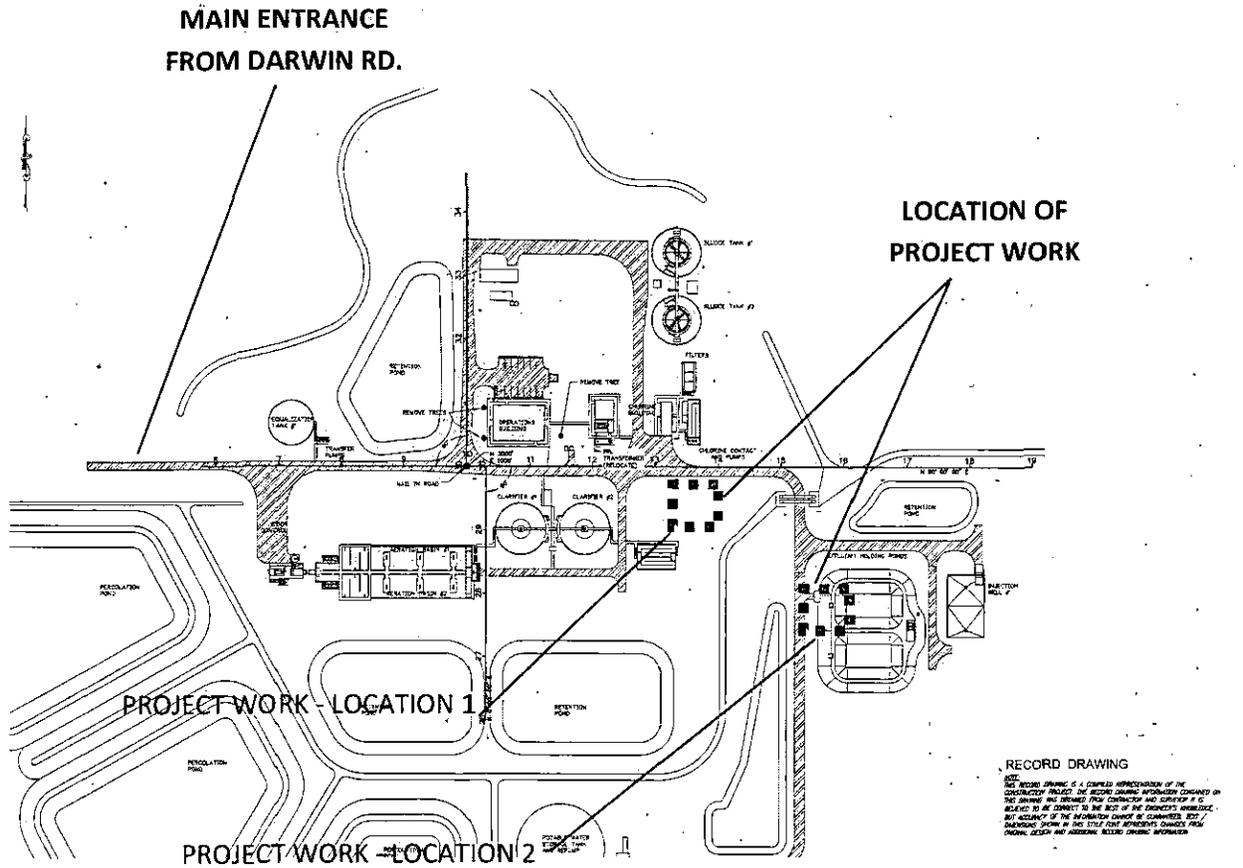
Joints shall conform to the requirements of ANSI/AWWA C111/A21.11-latest revision. All joints shall be restrained and all restrained joint assemblies with mechanical joint pipe and/or fittings shall be by approved restraining devices on the City of Port St. Lucie QPL.

Spool pieces shall be ductile iron or PVC. Ductile iron spool pieces shall be class 350 thickness. Glands for ductile iron joints shall be of ductile iron. PVC spool pieces shall be for pressure application and shall conform to the requirements of AWWA C905 and shall have a dimension ratio of DR-25.

Buried ductile iron pipe, spool pieces, and fittings shall receive a bituminous coating applied to the exterior. The internal surfaces of all ductile iron pipe and fittings shall be coated with a cement mortar of standard thickness in accordance with ANSI/AWWA C104/A21.4-latest revision and epoxy lined.

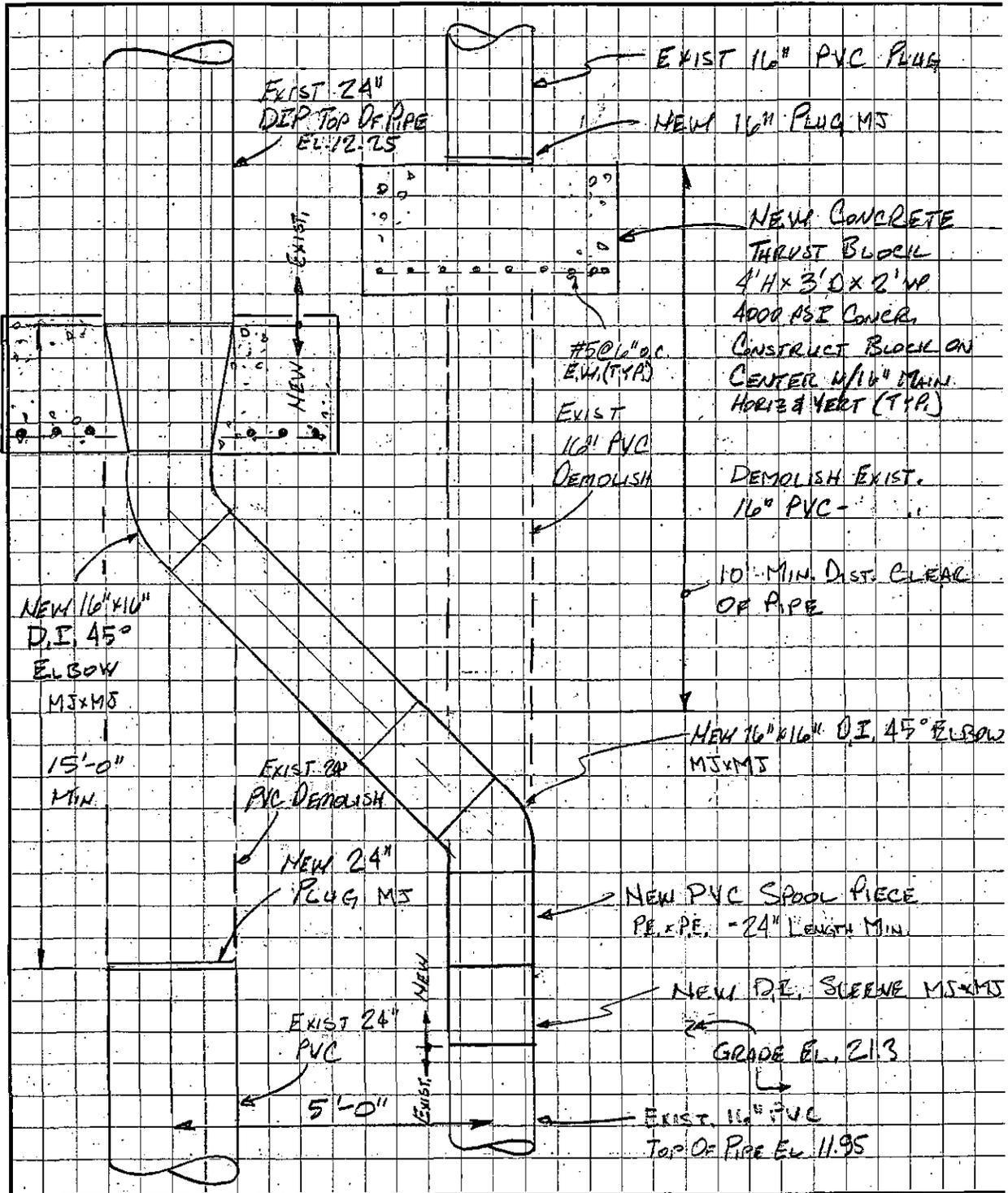
5. Concrete for thrust blocks shall be 4000 psi min. Steel shall be #5@6" on center each way. Contractor shall use visqueen to protect all buried bolts, as directed by the City.
6. All compaction shall be 98% of T-180.
7. Contractor shall restore all site areas disturbed by construction activities. At the end of the project Contractor shall restore all non-paved site areas disturbed by construction activity with seed and mulch. Contractor shall water restored areas until grass is uniformly established.

Chlorine Contact Basin Overflow Pipe Modifications at WPWWTP

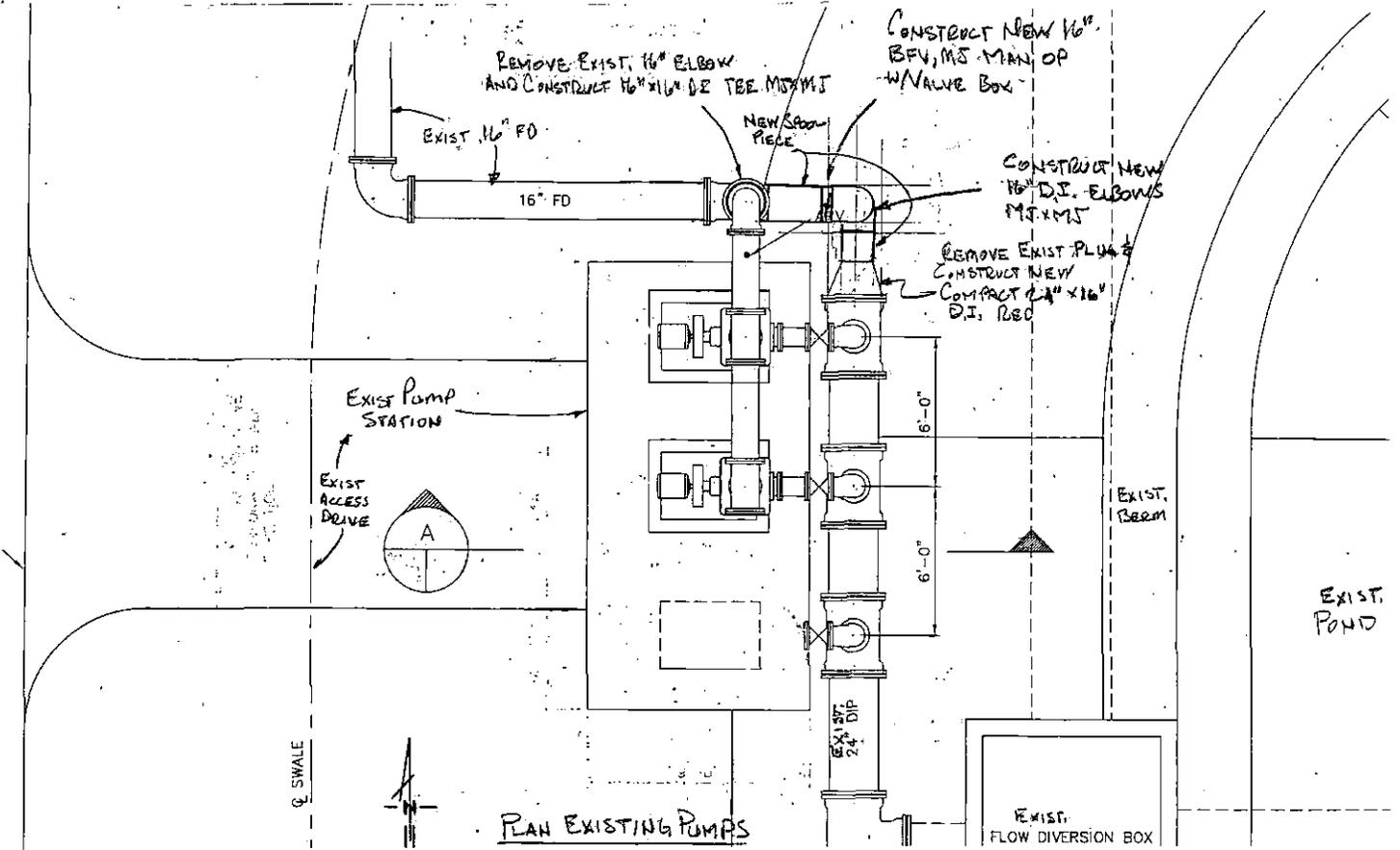


WESTPORT WASTEWATER TREATMENT FACILITY

SCALE: NONE



Chlorine Contact Basin Overflow Pipe Modifications at WPWWTP

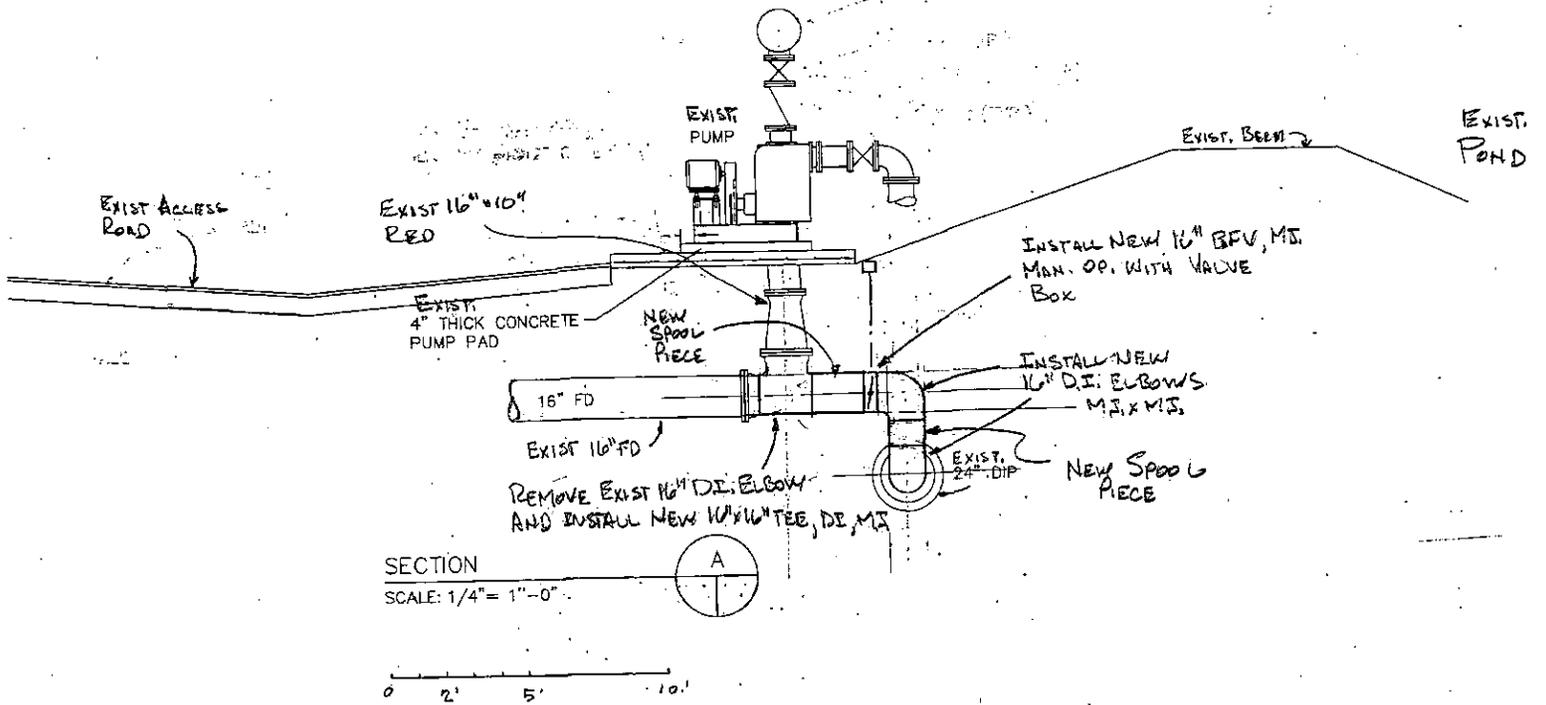


PLAN-EXISTING PUMPING STATION

PROJECT WORK - LOCATION 2

SCALE: NONE

Chlorine Contact Basin Overflow Pipe Modifications at WPWWTP



SECTION A-EXISTING PUMPING STATION

PROJECT WORK - LOCATION 2

SCALE: NONE

Sealed E-Bid #20120033 - Attachment B

**Westport Wastewater Treatment Facility
Chlorine Contact Basin Overflow Pipe Modifications**

Supplemental Specifications

GOVERNING SPECIFICATIONS FOR THIS PROJECT:

1. The State of Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Dated 2007. Referenced as FDOT Specifications.
2. The State of Florida Department of Transportation Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, 2008 Edition. Referenced as FDOT Index(es).
3. Minimum Technical Specifications and Construction Standards of The City of Port St. Lucie Utility Systems Department, dated 2010. Referenced as PSLUSD.

GENERAL INFORMATION:

It is the intent of these plans and specifications for the Contractor to furnish and install a complete and operational drain modification for the Westport WWTF Chlorine Contact Chamber conforming to the governing specifications of this project. Furthermore, it is the intent of these construction documents that disruption to the operation of the Westport WWTF and production of reuse water be minimized. Installation of the drain modifications shall be by open-cut. Areas, utilities and structures disturbed by any activity of the Contractor during this project, shall be restored to it's original condition at the Contractor's expense. If any construction item is not listed separately, it is the intent of these contract documents that the cost to furnish and install the item be included in the price of the pay items on the bid reply sheet.

The City of Port St. Lucie reserves the right to include any of the bid items listed or exclude any of the bid items listed and adjust the total project cost accordingly.

PAY ITEM DESCRIPTIONS:

1. Mobilization:

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

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

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

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

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

2. Demolition:

The bid price for this item shall include, but not be limited to, the cutting and removal and off-site disposal of 24-inch ductile iron pipe and 16-inch PVC pipe. It shall include, but not be limited to is the excavation for the pipe trench, legal disposal of all excess materials, bracing, sheeting, dewatering, temporary warning devices, dust control and all items necessary for the removal and disposal of pipe and to protect the public and workmen from hazards within the project limits throughout the life of the project.

At the Pre-Construction Meeting the Contractor shall submit the detailed plan, of how the existing traffic will be maintained through the work site during the construction period along with the traffic control to be utilized. The following items shall apply:

- The Contractor shall coordinate any type of plant traffic restrictions with The City of Port St. Lucie.
- The Contractor shall notify the City of Port St. Lucie Utility Systems Department (PSLUSD) of any roadway or facility restriction
- The Contractor shall not impede City access to driveways and plant facilities at all times.

The basis of payment for **Demolition** shall be paid as LUMP SUM.

3. 24-Inch Fittings

The bid price for this item shall include, but not be limited to the installation of the 24-inch ductile Iron fittings in accordance with PSLUSD Specifications as well as all labor, materials, equipment, and any other incidentals necessary to perform the task specified herein and on the contract drawings for a complete and operable drain system. Included in this item but not limited to is furnishing and installation of the fittings, spool pieces, restraints, locator wire, above grade markers, backfilling of the pipe trenches, protection of public utilities, structures and all other work required for the complete installation of the drain system. Fittings shall conform to City of Port St. Lucie Standards and shall conform to AWWA/ANSI C153/A21.53.06 with a minimum pressure rating of 350 psi.

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

The basis of payment for **24-Inch Fittings** shall be paid as LUMP SUM.

4. 16-Inch Fittings

The bid price for this item shall include, but not be limited to the installation of the 16-inch ductile iron fittings in accordance with PSLUSD Specifications as well as all labor, materials, equipment, and any other incidentals necessary to perform the task specified herein and on the contract drawings for a complete and operable drain system. Included in this item but not limited to is furnishing and installation of the fittings, restraints, locator wire, above grade markers, backfilling of the pipe trenches, protection of public utilities, structures and all other work required for the complete installation of the drain system. Fittings shall conform to City of Port St. Lucie Standards and shall conform to AWWA/ANSI C153/A21.53.06 with a minimum pressure rating of 350 psi.

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

The basis of payment for **16-Inch Fittings** shall be paid as LUMP SUM.

5. 16-Inch Spool Pieces

The bid price for this item shall include, but not limited to the installation of the 16-inch PVC AWWA C905, SDR-18 spool pieces in accordance with PSLUSD Specifications as well as all labor, materials, equipment, and any other incidentals necessary to perform the task specified herein and on the contract drawings for a complete and operable drain system. Included in this item but not limited to is furnishing and installation of the spool pieces, restraints, locator wire, above grade markers, backfilling of the pipe trenches, protection of public utilities, structures and all other work required for the complete installation of the drain system.

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

The basis of payment for **16-Inch Spool Pieces** shall be paid as LUMP SUM.

6. Erosion and Sediment Control

The bid price for this item shall include, but not limited to the installation of silt fence around the perimeter of each excavation in accordance with PSLUSD Specifications as well as all labor, materials, equipment, and any other incidentals necessary to perform the task specified herein and on the contract drawings for a complete and operable installation. Included in this item but not limited to is the installation of all products, removal and legal disposal of all excess materials and all materials at the end of the project,

The basis of payment for **Erosion and sediment Control Barriers** shall be paid as LUMP SUM.

7. Concrete Thrust Block

The bid price for this item shall include, but not be limited to the installation of concrete thrust blocks as well as all labor, materials, equipment, and any other incidentals necessary to perform the task specified herein conforming to the PSLUSD Specifications and on the contract drawings for a complete and operable drain system. Included in this item but not limited to is furnishing and installation of formwork, reinforcement steel, concrete, concrete test specimen, backfilling of the thrust blocks, compaction around the thrust blocks, protection of public utilities, structures and all other work required for the complete installation of the drain system.

The basis of payment for **Concrete Thrust Blocks** shall be paid as CUBIC YARD.

8. 16-Inch Butterfly Valves

The bid price for this item shall include, but not be limited to the installation of 16-inch butterfly valves as well as all labor, materials, equipment, and any other incidentals necessary to perform the task specified herein conforming to the PSLUSD Specifications and on the contract drawings for a complete and operable water main system. Included in this item but not limited to is the excavation for the valves, legal disposal of all excess materials, furnishing and installation of the valve, bolts, nuts, gaskets, locator wire, backfilling, RPM marker, proper restraints, valve box, valve pad, wire port, identification disc and concrete supports, maintaining uninterrupted flow of existing utilities and all other work required for the complete installation of the gate valve.

The basis of payment for **16-Gate Valves** shall be paid as EACH.

9. Indemnification Fee

Addendum #1
E-Bid #20120033
Chlorine Contact Basin Overflow Pipe Modifications
At Westport Wastewater Facility
January 26, 2012

There will be a one-time only site visit on January 31, 2012 at 10:00 AM. The site is located at 3721 SW Darwin Blvd., Port St. Lucie, Florida.

NOTE: The bid opening date has not been changed.

Instructions to Bidder:

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

Addendum #2
Pre-Bid Meeting Minutes
E-Bid #20120033
Chlorine Contact Basin Overflow Pipe Modifications
At Westport Wastewater Facility
January 26, 2012 at 2:00 pm

In attendance:

Robyn Holder, City of PSL OMB
Rich Schoenborn, City of PSL Utilities
Ed White, City of PSL Utilities
Melissa Lunsford, City of PSL OMB
Steve Bush, Melvin Bush Construction
Keith Fultz, City of PSL Utilities
Katy McMillen, Utilities

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 February 14, 2012 at 3:00 pm.

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

No Bid will be accepted after that date and time.

4. Review of Specifications requirements:
 - 5% Bid bond is required. This is to be scanned and uploaded and submitted with the required documents. Immediately after the opening, the Bid Bond is to be mailed to the City. If the **original** Bid Bond is not received within 3 business days after the opening, the bid may not be considered.
 - Last date for questions is February 6, 2012. All questions must be submitted in writing to Robyn Holder at rholder@cityofpsl.com.
 - Refer to Item #7 on Page 6 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.

This meeting will be turned over to Rich Schoenborn from the Utilities Department.

This project is fairly straightforward as treatment plant work goes which is why I wanted this particular contract wrote to be involved with it because it is just pipeline work. We have 2 lines that are sitting side

by side 24" line of pipe and a 16" pvc. Right now the intent is we are trying to facilitate gravity draining of one of a set of chlorine type of basin. We want to drain one basin and then drain it to an existing injection well pond. These 2 lines are sitting there. The 16" line is not in use right now so it is a perfect fit to connect those 2. The work itself is located at the Westport Waste Water Treatment Plant. The actual line if you go to the site drawing the one location which needs to main portion of the work is just to the south of the chlorine contact basin right here. The work is the two concrete basins side by side and there is an empty field right now. There is nothing else out there. No sheeting will be needed. It will be an open cut. It is going to be fairly deep. You have plenty of room to work in so there shouldn't be any structures in the way or an issue. However with that being said utility locates will have to be called in by you. The other portion of the work is located at an existing pumping facility directly to the west of the injection well pond that the flow is going to be going to. That will be connecting some discharge piping such that facilitating the flow to the pond. That is an existing pumping station that is no longer in use; no facilities will have to be taken down. It is the intent of the specifications that you follow the City's standard specifications as far as workmanship and materials which is available on the City's website. It is the intent that material used on this project is new. This is located at the Westport WWTP site which is a secure facility. By secure I mean it is camera monitored and it has an electronic key system as far as getting in out of the facility. It is not a 24 hour facility, it is 16 hours. People are there most of the day, but not 24 hours. There are certain security protocols that will have to be adhered to. As far as access into the plant there is a phone number that you can call that will ring our main office and we will open the gate for you to come in and when you leave you call. I think we also have an id card that the contractors will wear. No electronic keys will be given to the contractor. You would have to organize on how to get in and out of the facility.

Q Will there be a safety class that will be needed?

A Probably yes. There is chlorine tanks on site so there probably will given by the plant personnel.

As far as storage and parking my guess is that you will be using the open field. We would want the contractor activities limited to the access road and around the project site. Do not wander around the site especially at this particular site. There is some concrete work involved in this. A couple of anchor blocks. The piping should be restrained but we put them in there to be on the safe side.

Questions from Contractors:

Q - Are there clearer copies available of these drawings?

A - I can make you copies before you leave and upload it again for a clearer image.

Q What is the anticipated start date?

A The close date is February 14, 2012 so the soonest we could get this to Council would be February 27th or so. So it would be at the least the middle of March 2012 you would have an executed contract. We would have to get the bids back in, view them, make the award, get the contract signed and that would happen in about a 2 week period. It is possible, it depends on how quick the review goes and when we can get it onto the Council agenda. Mid-March, end of March is how it looks.

Q What about scheduling a site visit? Maybe we can base it on the drawing that we got. I would say it would be easier to take a site visit.

A Well we can schedule that for next week. There really isn't a lot to see. Everything is pretty much underground. It is a blank field. We will schedule a one-time site visit on Tuesday, January 31, 2012 at

10:00 AM. I will plan on meeting you at the front gate of the Westport WWTP is located at 3721 SW Darwin Blvd.

Q What is this pipe in here (looking at plans)?

A The exact length is 3 or 4 feet maybe. The distance based on the two pipes center line to center line is 5 feet. The type of pipe elevation is approximately 11.95 elevation width (top of pipe) and the ground grade is elevation 21.3 feet.

Q Is one line live and one line dead?

A Both lines will probably be holding water, but they won't be active. They will need to be drained out, but they won't be under pressure.

Q Do you think Bruce will take down the one chlorine concrete basin or while they are doing this work?

A That is where our plant water comes from so it will be holding water but we will keep below the overflow level and feeding City water to that. We will have it filtered off so the other line won't discharge either. We will have to monitor it closely so that it doesn't go over that line.

So there will be some dewatering of the two lines but I think the City will take care of it as to taking down the facilities of the duration of your work. The old contact chamber will be empty so they can send the old water there. The stakes are still there, but the hole is filled over.

We will post the summary of the meeting, plans and one-time site visit for Tuesday, January 31, 2012 at 10:00 AM. The last day for comments is February 6, 2012.

Meeting adjourned.

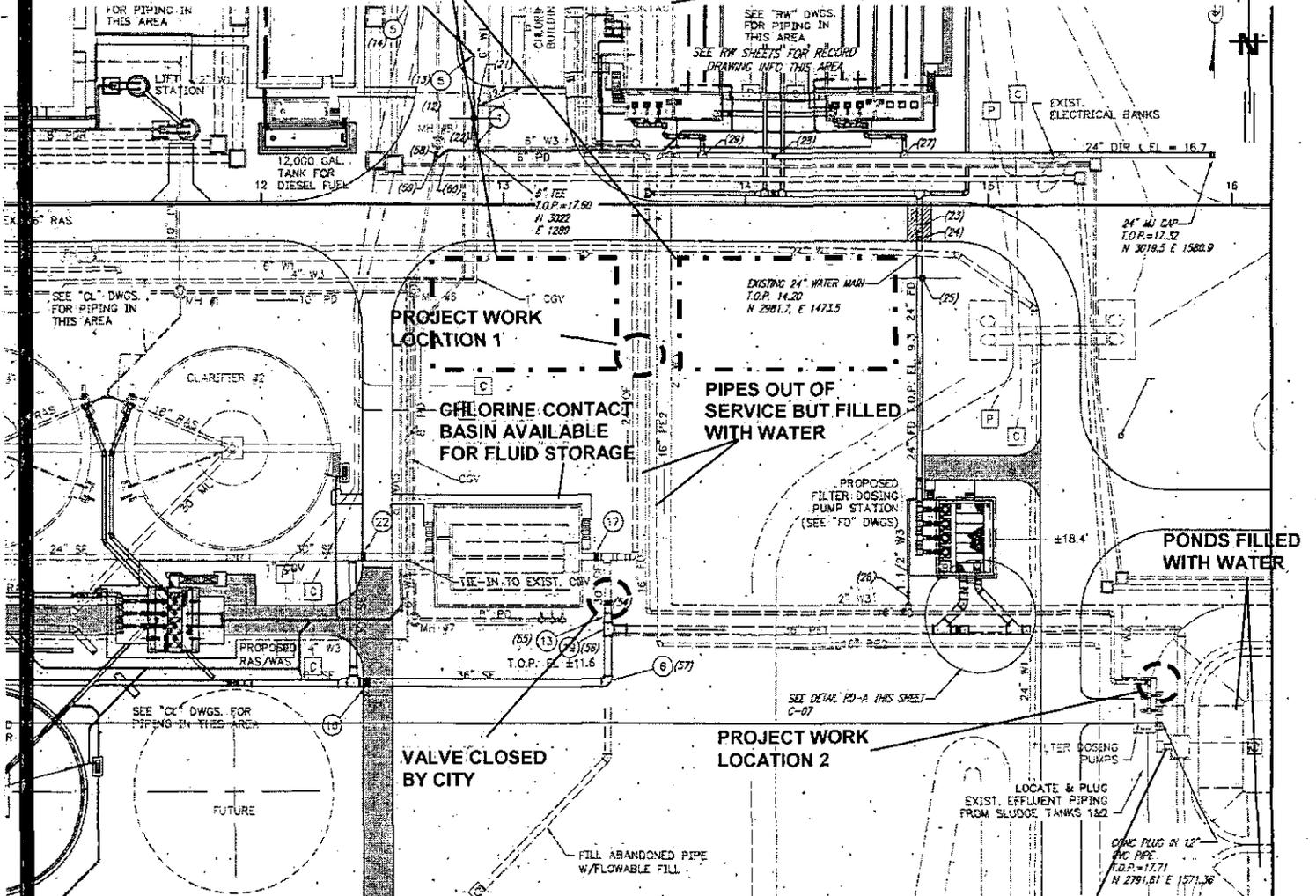
Note: The Bid opening date has not been changed.

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.

AREAS AVAILABLE FOR
VEHICLE PARKING AND
MATERIALS STORAGE

CHLORINE
CONTACT BASINS
OUT OF SERVICE



EXISTING 24" PIPE TO BE
PLUGGED BY
CONTRACTOR
TOP OF STRCT. EL 24.5
INV. OF STRCT. EL 10.41
INV. 24" PIPE EL 11.41(+/-)

NOTE:
NORMAL POND WSE 21.0

SUPPLEMENTAL DRAWING 1

SITE LAYOUT

SCALE: NONE

**Addendum #2B - January 30, 2012
Sealed E-Bid #20120033**

**Westport Wastewater Treatment Facility
Chlorine Contact Chamber Overflow Pipe Modifications
"Revised" Supplemental Specifications**

GOVERNING SPECIFICATIONS FOR THIS PROJECT:

1. The State of Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Dated 2007. Referenced as FDOT Specifications.
2. The State of Florida Department of Transportation Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, 2008 Edition. Referenced as FDOT Index(es).
3. Minimum Technical Specifications and Construction Standards of The City of Port St. Lucie Utility Systems Department, dated 2010. Referenced as PSLUSD.

GENERAL INFORMATION:

It is the intent of these plans and specifications for the Contractor to furnish and install a complete and operational drain modification for the Westport WWTF Chlorine Contact Chamber conforming to the governing specifications of this project. Furthermore, it is the intent of these construction documents that disruption to the operation of the Westport WWTF and production of reuse water be minimized. Installation of the drain modifications shall be by open-cut. Areas, utilities and structures disturbed by any activity of the Contractor during this project, shall be restored to it's original condition at the Contractor's expense. If any construction item is not listed separately, it is the intent of these contract documents that the cost to furnish and install the item be included in the price of the pay items on the bid reply sheet.

The City of Port St. Lucie reserves the right to include any of the bid items listed or exclude any of the bid items listed and adjust the total project cost accordingly.

PAY ITEM DESCRIPTIONS:

1. Mobilization:

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

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

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

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

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

2. Demolition:

The bid price for this item shall include, but not be limited to, the cutting and removal and off-site disposal of 24-inch ductile iron pipe and 16-inch PVC pipe. It shall include, but not be limited to is the excavation for the pipe trench, legal disposal of all excess materials, bracing, sheeting, dewatering, temporary warning devices, dust control and all items necessary for the removal and disposal of pipe and to protect the public and workmen from hazards within the project limits throughout the life of the project.

At the Pre-Construction Meeting the Contractor shall submit the detailed plan, of how the existing traffic will be maintained through the work site during the construction period along with the traffic control to be utilized. The following items shall apply:

- The Contractor shall coordinate any type of plant traffic restrictions with The City of Port St. Lucie.
- The Contractor shall notify the City of Port St. Lucie Utility Systems Department (PSLUSD) of any roadway or facility restriction
- The Contractor shall not impede City access to driveways and plant facilities at all times.

The basis of payment for **Demolition** shall be paid as LUMP SUM.

3. 24-Inch Fittings

The bid price for this item shall include, but not be limited to the installation of the 24-inch ductile Iron fittings in accordance with PSLUSD Specifications as well as all labor, materials, equipment, and any other incidentals necessary to perform the task specified herein and on the contract drawings for a complete and operable drain system. Included in this item but not limited to is furnishing and installation of the fittings, spool pieces, restraints, locator wire, above grade markers, backfilling of the pipe trenches, protection of public utilities, structures and all other work required for the complete installation of the drain system. Fittings shall conform to City of Port St. Lucie Standards and shall conform to AWWA/ANSI C153/A21.53.06 with a minimum pressure rating of 350 psi.

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

The basis of payment for **24-Inch Fittings** shall be paid as LUMP SUM.

4. 16-Inch Fittings

The bid price for this item shall include, but not be limited to the installation of the 16-inch ductile iron fittings in accordance with PSLUSD Specifications as well as all labor, materials, equipment, and any other incidentals necessary to perform the task specified herein and on the contract drawings for a complete and operable drain system. Included in this item but not limited to is furnishing and installation of the fittings, restraints, locator wire, above grade markers, backfilling of the pipe trenches, protection of public utilities, structures and all other work required for the complete installation of the drain system. Fittings shall conform to City of Port St. Lucie Standards and shall conform to AWWA/ANSI C153/A21.53.06 with a minimum pressure rating of 350 psi.

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

The basis of payment for **16-Inch Fittings** shall be paid as LUMP SUM.

5. 16-Inch Spool Pieces

The bid price for this item shall include, but not limited to the installation of the 16-inch PVC AWWA C905, SDR-18 spool pieces in accordance with PSLUSD Specifications as well as all labor, materials, equipment, and any other incidentals necessary to perform the task specified herein and on the contract drawings for a complete and operable drain system. Included in this item but not limited to is furnishing and installation of the spool pieces, restraints, locator wire, above grade markers, backfilling of the pipe trenches, protection of public utilities, structures and all other work required for the complete installation of the drain system.

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

The basis of payment for **16-Inch Spool Pieces** shall be paid as LUMP SUM.

6. Erosion and Sediment Control

The bid price for this item shall include, but not limited to the installation of silt fence around the perimeter of each excavation in accordance with PSLUSD Specifications as well as all labor, materials, equipment, and any other incidentals necessary to perform the task specified herein and on the contract drawings for a complete and operable installation. Included in this item but not limited to is the installation of all products, removal and legal disposal of all excess materials and all materials at the end of the project,

The basis of payment for **Erosion and sediment Control Barriers** shall be paid as LUMP SUM.

7. Concrete Thrust Block

The bid price for this item shall include, but not be limited to the installation of concrete thrust blocks as well as all labor, materials, equipment, and any other incidentals necessary to perform the task specified herein conforming to the PSLUSD Specifications and on the contract drawings for a complete and operable drain system. Included in this item but not limited to is furnishing and installation of formwork, reinforcement steel, concrete, concrete test specimen, backfilling of the thrust blocks, compaction around the thrust blocks, protection of public utilities, structures and all other work required for the complete installation of the drain system.

E-Bid #20120033

The basis of payment for **Concrete Thrust Blocks** shall be paid as CUBIC YARD.

8. 16-Inch Butterfly Valves

The bid price for this item shall include, but not be limited to the installation of 16-inch butterfly valves as well as all labor, materials, equipment, and any other incidentals necessary to perform the task specified herein conforming to the PSLUSD Specifications and on the contract drawings for a complete and operable water main system. Included in this item but not limited to is the excavation for the valves, legal disposal of all excess materials, furnishing and installation of the valve, bolts, nuts, gaskets, locator wire, backfilling, RPM marker, proper restraints, valve box, valve pad, wire port, identification disc and concrete supports, maintaining uninterrupted flow of existing utilities and all other work required for the complete installation of the gate valve.

The basis of payment for **16-Gate Valves** shall be paid as EACH.

9. Plugging and Dewatering of Plant Piping

The bid price for this item shall include, but not be limited to the plugging and dewatering of all piping included in this project work including all labor, materials, equipment, and any other incidentals necessary to perform the task specified herein conforming to the PSLUSD Specifications and on the contract drawings. Included in this item but not limited to are the plugs, flexible hose, hard piping, valves, pumps, plugs, generators, drives, fuel, fuel storage and all other materials and work required for the complete installation, stand-alone operation, and maintenance of a pipe dewatering system for this project.

The basis of payment for **Plugging and Dewatering of Plant Piping** shall be paid as LUMP SUM.

10. Indemnification Fee

Addendum #2C - January 30, 2012
E-Bid Reply Excel Spreadsheet #20120033
Westport Wastewater Treatment Facility
Chlorine Contact Chamber Overflow Pipe Modifications

Company Name: _____

	Description	Quantity	Units	Unit Cost	Total Cost
1	Mobilization	1	LS		\$0.00
2	Demolition	1	LS		\$0.00
3	24-Inch Fittings	1	LS		\$0.00
4	16-Inch Fittings	1	LS		\$0.00
5	16-Inch Spool Pieces	1	LS		\$0.00
6	Erosion and Sediment Control	1	LS		\$0.00
7	Concrete Thrust Blocks	1.89	CY		\$0.00
8	16-Inch Butterfly Valves	1	EA		\$0.00
9	Plugging and Dewatering of Plant Piping	1	LS		\$0.00
10	Indemnification Fee	1	LS	\$10.00	\$10.00

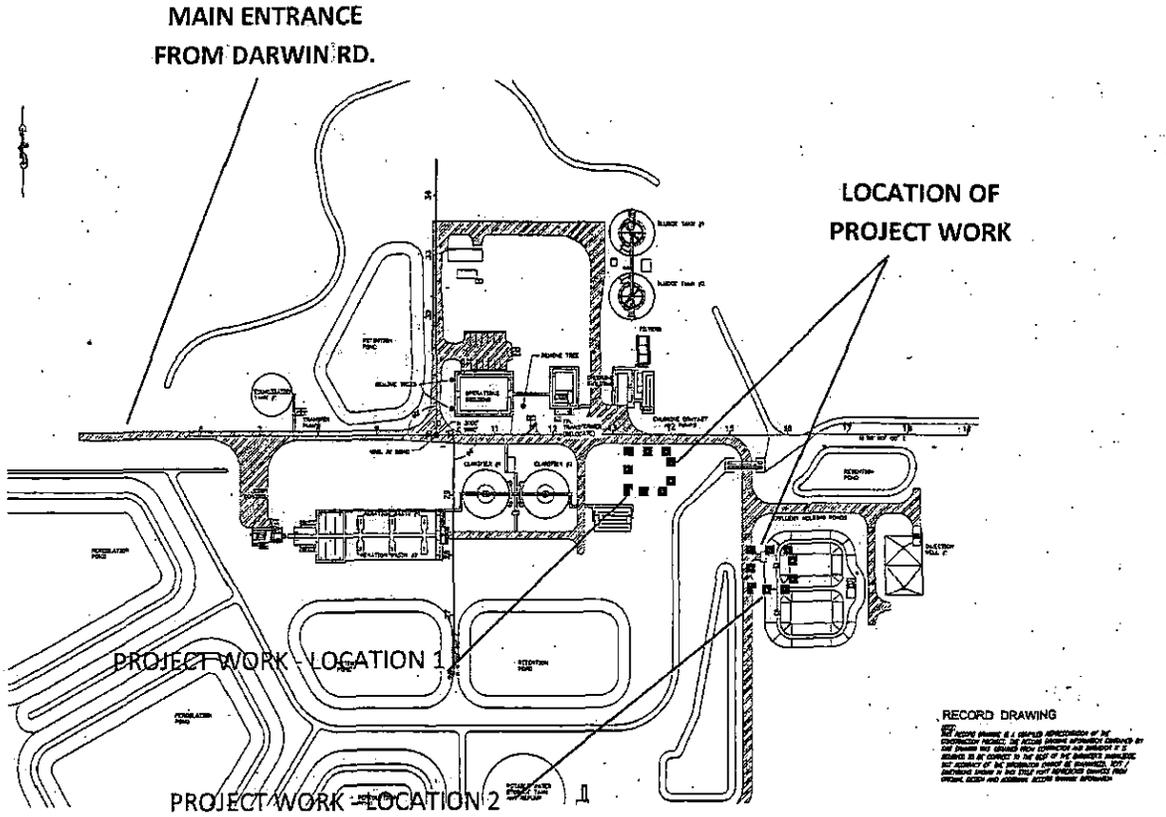
Total Bid Amount (In Numbers): \$10.00

Total Bid In Words: _____

NOTES

1. Contractor shall furnish and install bid items 1 through 10 for a complete and operational drain system in accordance with the contract documents.
2. The City reserves the right to award the bid items listed above in their entirety or partially. In the event that a partial list is awarded the City reserves the right to adjust the total bid amount by lessing out those items not included in the award.

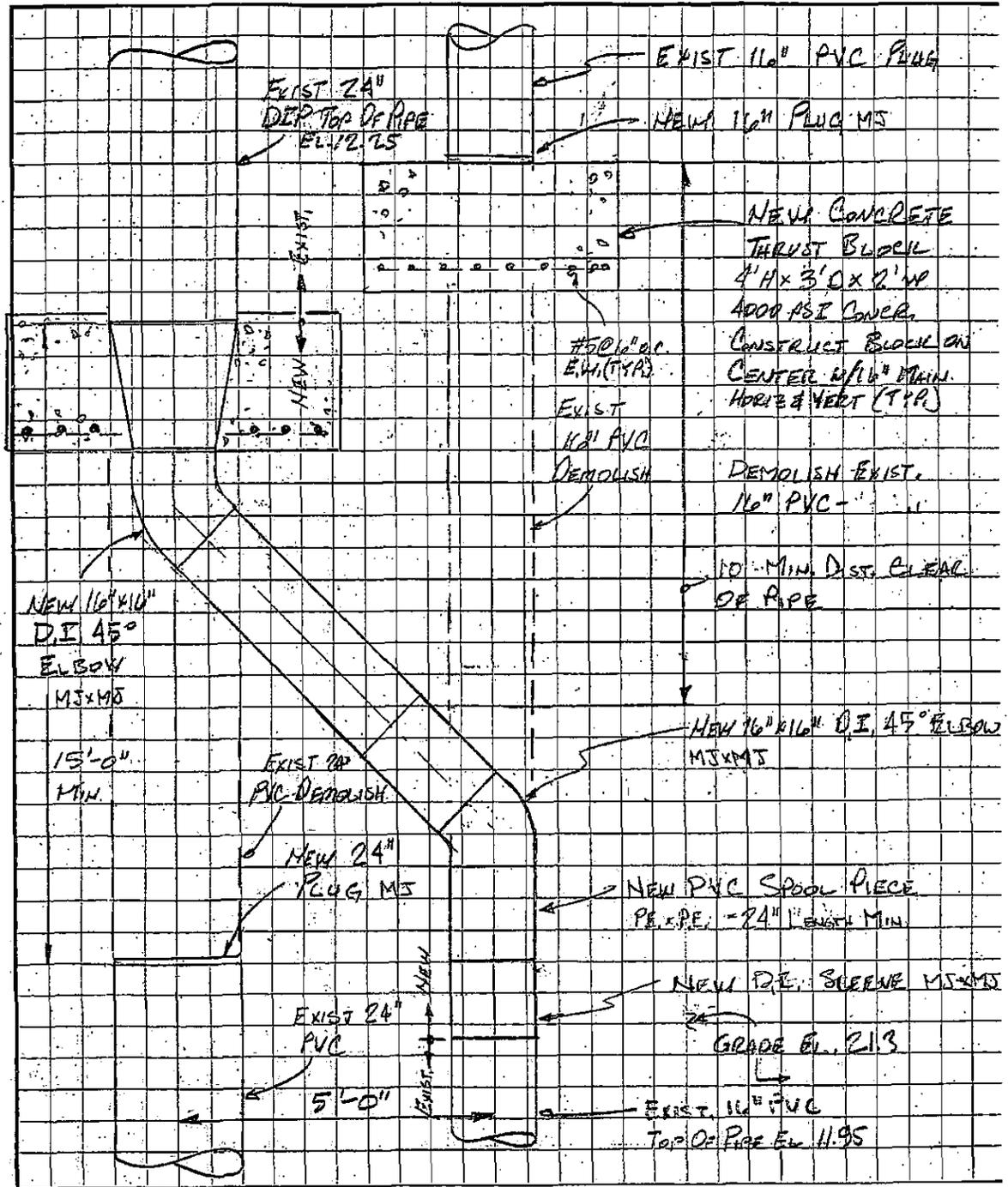
Chlorine Contact Basin Overflow Pipe Modifications at WPWWTP



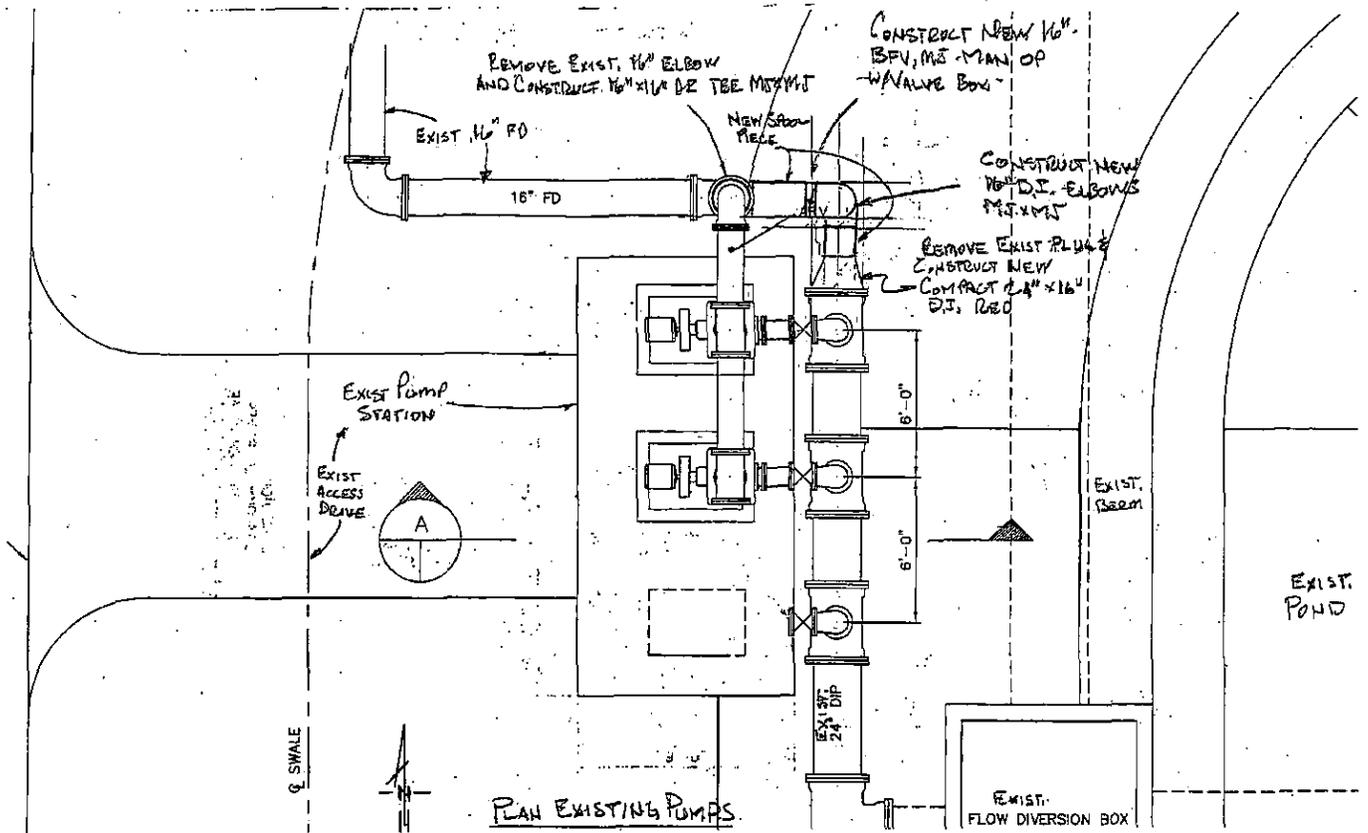
WESTPORT WASTEWATER TREATMENT FACILITY

SCALE: NONE

Chlorine Contact Basin Overflow Pipe Modifications at WPWWTP



Chlorine Contact Basin Overflow Pipe Modifications at WPWWTP

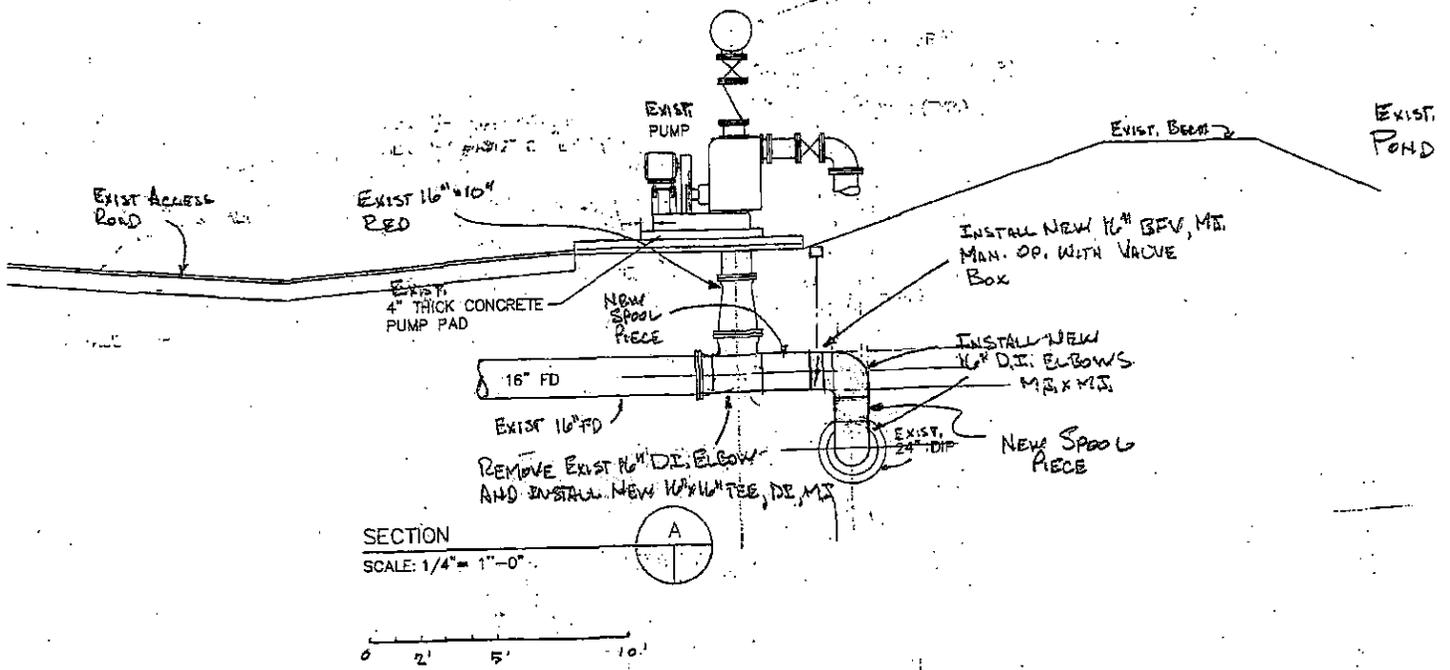


PLAN-EXISTING PUMPING STATION

PROJECT WORK - LOCATION 2

SCALE: NONE

Chlorine Contact Basin Overflow Pipe Modifications at WPWWTP



SECTION A-EXISTING PUMPING STATION

PROJECT WORK - LOCATION 2

SCALE: NONE

CITY of Port St. Lucie
Utility Systems Department

Westport Chlorine Contact Basin Overflow Pipe Modifications
Pre-Bid Plant Tour Questions and Responses
Addendum No. 3

1.0 Prebid Site Meeting Questions and Responses

1. QUESTION: No Shop Drawings are required at time of submittal?
RESPONSE: As stated in Note 1, all work and materials for this project are to conform with the CITY of Port St. Lucie, Utility Systems Department specifications and Qualified Products List (QPL), latest editions. As stated in Note 1, for this project, it is requested that three sets of shop be submitted for all materials used, even those that are on the QPL. For catalog cut sheets that have multiple items, it is requested that the specific item, be indicated on the submittal drawing.

By this addendum it is requested that the CONTRACTOR submit a schedule showing daily work activities for the duration of the project. Work schedules submitted by the CONTRACTOR should show dates, activity start, finish and duration. A detailed schedule of for each reuse system shutdown, shall also be submitted by the CONTRACTOR prior to commencement of work activities during shutdown. Shop drawings and work schedules should be submitted to the CITY at the time of the preconstruction meeting. All schedules shall be revised as requested by the CITY. See Section 2.0 "Construction Sequence Considerations" below. CONTRACTOR may not be allowed to apply for a reuse system shutdown without an approved schedule. The CONTRACTOR is responsible for providing sufficient manpower, equipment and materials to meet schedule milestones and deadlines.

2. QUESTION: Access to the site?
RESPONSE: The CONTRACTOR is reminded that the Westport WWTF is a secure site. The CONTRACTOR is advised to conform with all CITY security protocols for this site. The CONTRACTOR and his work force must call in to the plant for access through the gate. Any attempts by the CONTRACTOR and his work force to access the site by any other means than through the gate will result in enforcement action by the CITY and may result in termination of the contract for this project.
3. QUESTION: How long can the system be shut down?
RESPONSE: The injection well pond can be lowered for a duration of 24 hours.
4. QUESTION: How can the thrust blocks be installed?
RESPONSE: Thrust block structures shall be poured in place. Thrust blocks constructed above grade and then set in ground are not allowed unless approved by the CITY.
5. QUESTION: How much time will be required before we can back fill?
RESPONSE: The project duration is thirty (30) days. Shutdowns are limited to a duration of 24 hours maximum. Two shutdowns are allowed, one for the 16-inch pipe and one for the 24-inch pipe. It is the responsibility of the CONTRACTOR to plan his work and to arrange for the materials and manpower to meet that time schedule.

6. QUESTION: Restore site with seed & mulch or sod
RESPONSE: CONTRACTOR is to restore all site areas disturbed by construction activities. Non-paved areas are to be restored with sod instead of seed and mulch.
7. QUESTION: How long will seed/sod be maintained?
RESPONSE: Maintenance of sod will be performed by the CITY, including watering.
8. QUESTION: Method required to maintain seed/sod (water truck or use site facilities) & how long
RESPONSE: See QUESTION/RESPONSE 5 and 6 above.
9. QUESTION: Hay bales shall be used at drainage entrance (Keith mentioned this). No silt fencing is required?
RESPONSE: CONTRACTOR shall use hay bales and silt fencing. CONTRACTOR shall install silt fencing shall surround all work areas, including excavated soil. At the end of the project, the CONTRACTOR shall remove all silt fencing and hay bails at the direction of the CITY.
10. QUESTION: As-builts of site will be provided?
RESPONSE: Yes. See attached files.
11. QUESTION: The CONTRACTOR will be required to provide their own facilities (restrooms, water, and power.)?
RESPONSE: The CONTRACTOR shall supply his own restroom facilities and electrical power for the duration of this project. The CONTRACTOR can apply to the CITY's Utility Systems Department for a water meter for water use during construction. The CONTRACTOR is responsible for all fees associated with the water meter application process and for water used during construction.
12. QUESTION: Budget - \$50,000?
RESPONSE: Yes.
13. QUESTION: Projected start date?
RESPONSE: As most CONTRACTORS understand, a project's start date is dependent on successful completion of a number of different activities that involve action by both the CITY and the CONTRACTOR. However, the start date is anticipated to be sometime between mid to late March.
14. QUESTION: Drawings will be revised to better utilize the site area. Current area too tight?
RESPONSE: Yes. See attached drawings.

2.0 Construction Sequence Considerations

Westport WWTF CCB Overflow Pipe Upgrades
Construction Sequence Considerations

E-Bid #20120033
Addendum #3 - February 1, 2012

The following list includes some work tasks to take into consideration for a construction work sequence. This list is only a suggestion of work related issues to take into consideration and is not necessarily a complete list:

1. Mobilization: Includes preconstruction meeting, ordering and delivery of materials, materials inspection, silt fencing.
2. Excavation of the 24-inch and 16-inch lines at project work locations 1 and 2, and expose piping.
3. Placement of dewatering pumps on site as well as pump drives, fuel and other equipment and materials to be used for the shutdowns.
4. REUSE SYSTEM SHUT DOWN #1: Cutting of the 16-inch pipe, dewatering the pipe and plugging of the north 16-inch line. Also, during this time, the plug could be installed in the 24-inch line at the box as well as placement of one of the thrust blocks. A maximum of 24 hours is allowed for this shutdown. Sufficient time must be allowed for in the 24-hour period to allow the concrete time to set up.
5. Observation of new facilities under hydrostatic pressure.
6. Construction of the 16-inch to 24-inch interconnection at project work location 2.
7. REUSE SYSTEM SHUT DOWN #2: Cutting of the 24-inch pipe, dewatering the pipe, plugging of the south 24-inch line, and placement of the second thrust block. A maximum of 24 hours is allowed for this shutdown. Sufficient time must be included within the 24 hour period to allow for the concrete to set up.
8. CITY turns on reuse system.
9. Observe the pipe system under hydrostatic pressure.
10. Backfill the pit or pits and compact.

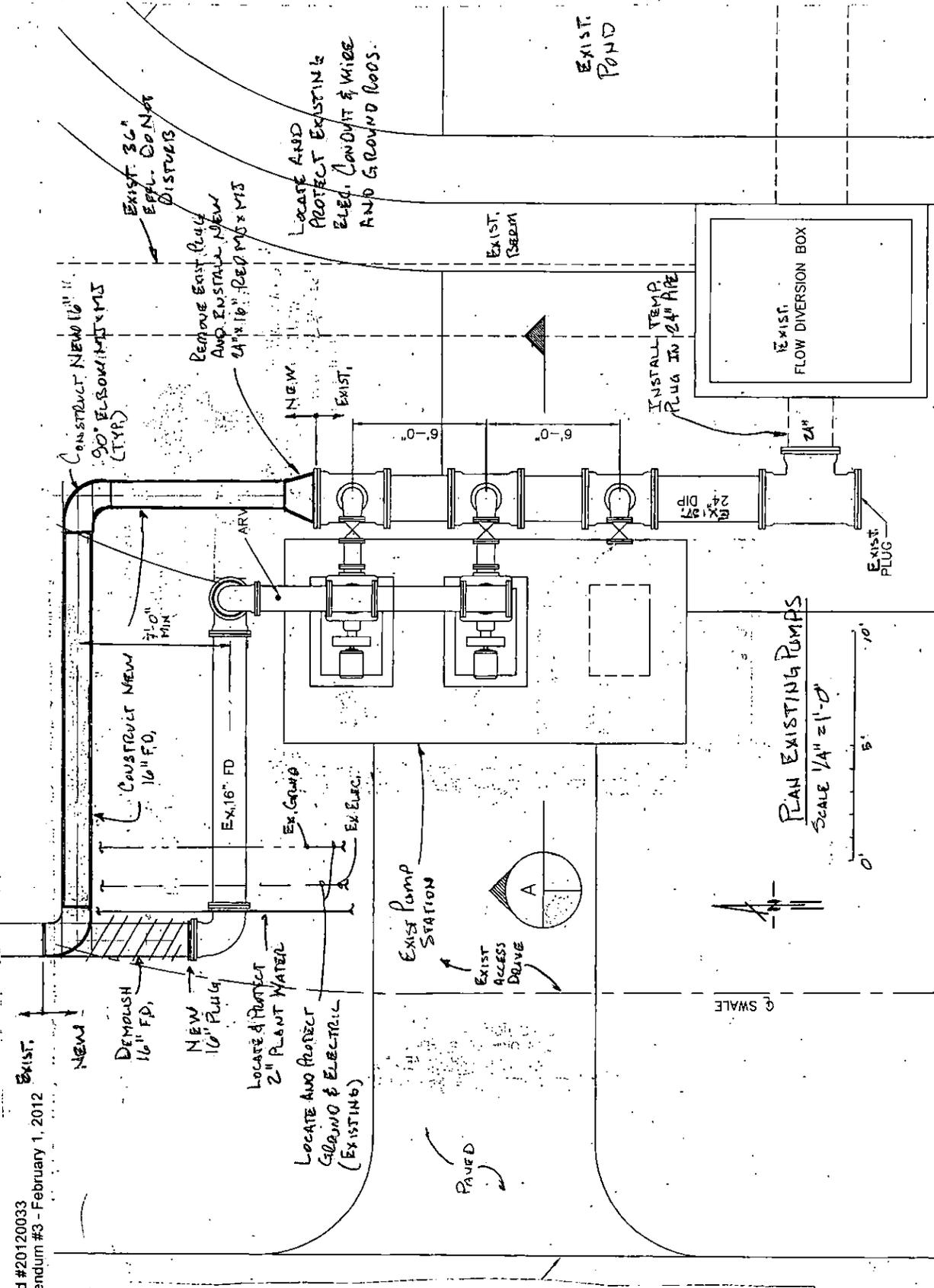
NOTES

- a. A project schedule of daily activities will be required to be submitted by the CONTRACTOR at the preconstruction conference.
- b. The CONTRACTOR shall submit special schedules for each shut down detailing all shut down related work activities. The CONTRACTOR shall provide the CITY with schedule details to the satisfaction of the CITY.
- c. CONTRACTOR will not be allowed to apply for a reuse system shutdown without an approved schedule.
- d. The CONTRACTOR is responsible for providing sufficient manpower, equipment and materials to meet schedule milestones and deadlines.
- e. CONTRACTOR shall be responsible for reimbursement of the CITY for lost reuse water revenue, due to shutdowns that last longer than 24 hours.

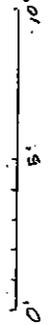
3.0 Revised Drawings and As-Built Drawings

See attached files in PDF format.

E-Bid #20120033
Addendum #3 - February 1, 2012



PLAN EXISTING PUMPS
SCALE 1/4" = 1'-0"



SWALE

PAVED

EXIST PUMP STATION

EXIST ACCESS DRIVE

LOCATE AND PROTECT
GROUND & ELECTRICAL
(EXISTING)

LOCATED & PROTECT
2" PLANT WATER

NEW
16" PLUG

DEMOLISH
16" FD,

NEW

EXIST.

CONSTRUCT NEW 16" 90° ELBOW (TYP)

REMOVE EXIST PLUG AND INSTALL NEW 24" x 16" RED MS X MIS

LOCATE AND PROTECT EXISTING ELEC. CONDUIT & WIRE AND GROUND RODS.

EXIST. POND

EXIST. BED

INSTALL TEMP PLUG IN 24" ARE

EXIST. FLOW DIVERSION BOX

EXIST. PLUG

24" DIP

24"

0'-9"

0'-9"

NEW

EXIST.

ARV

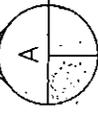
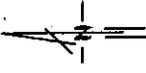
3/0" MIN

CONSTRUCT NEW 16" FD,

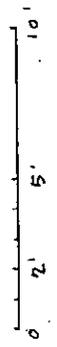
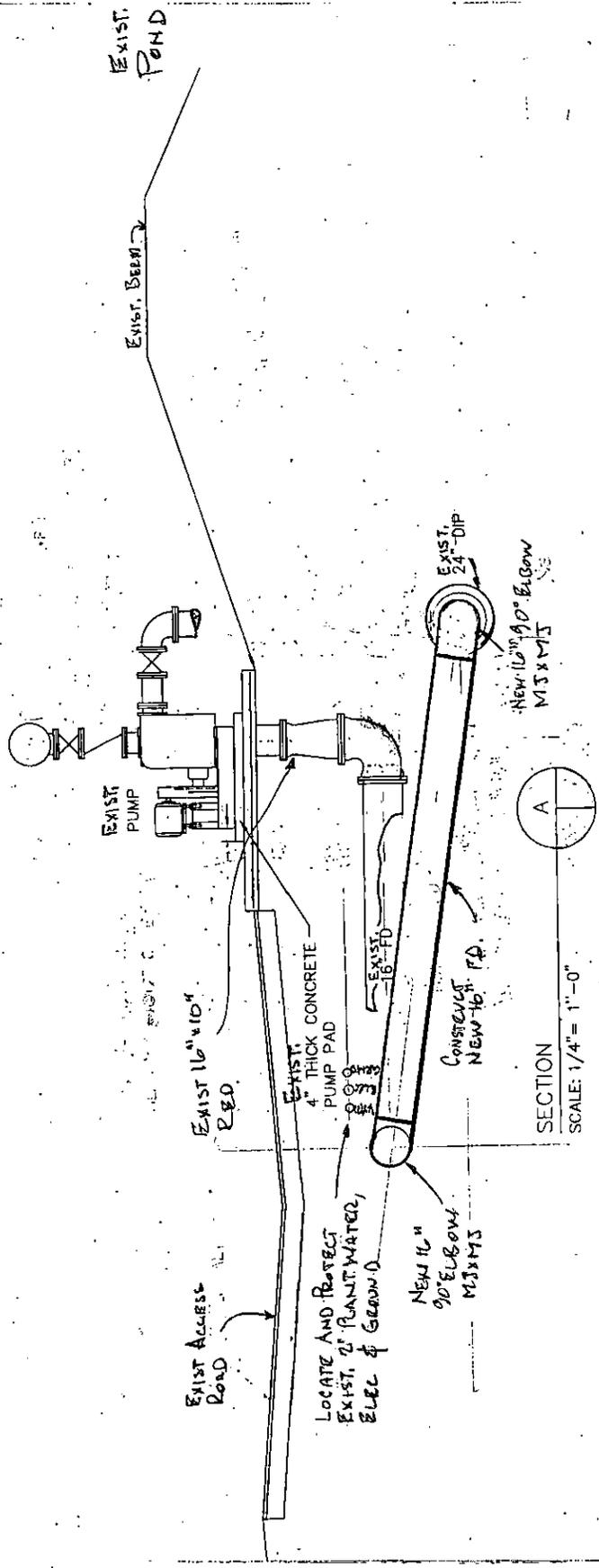
EX. 16" FD

EX. GROUND

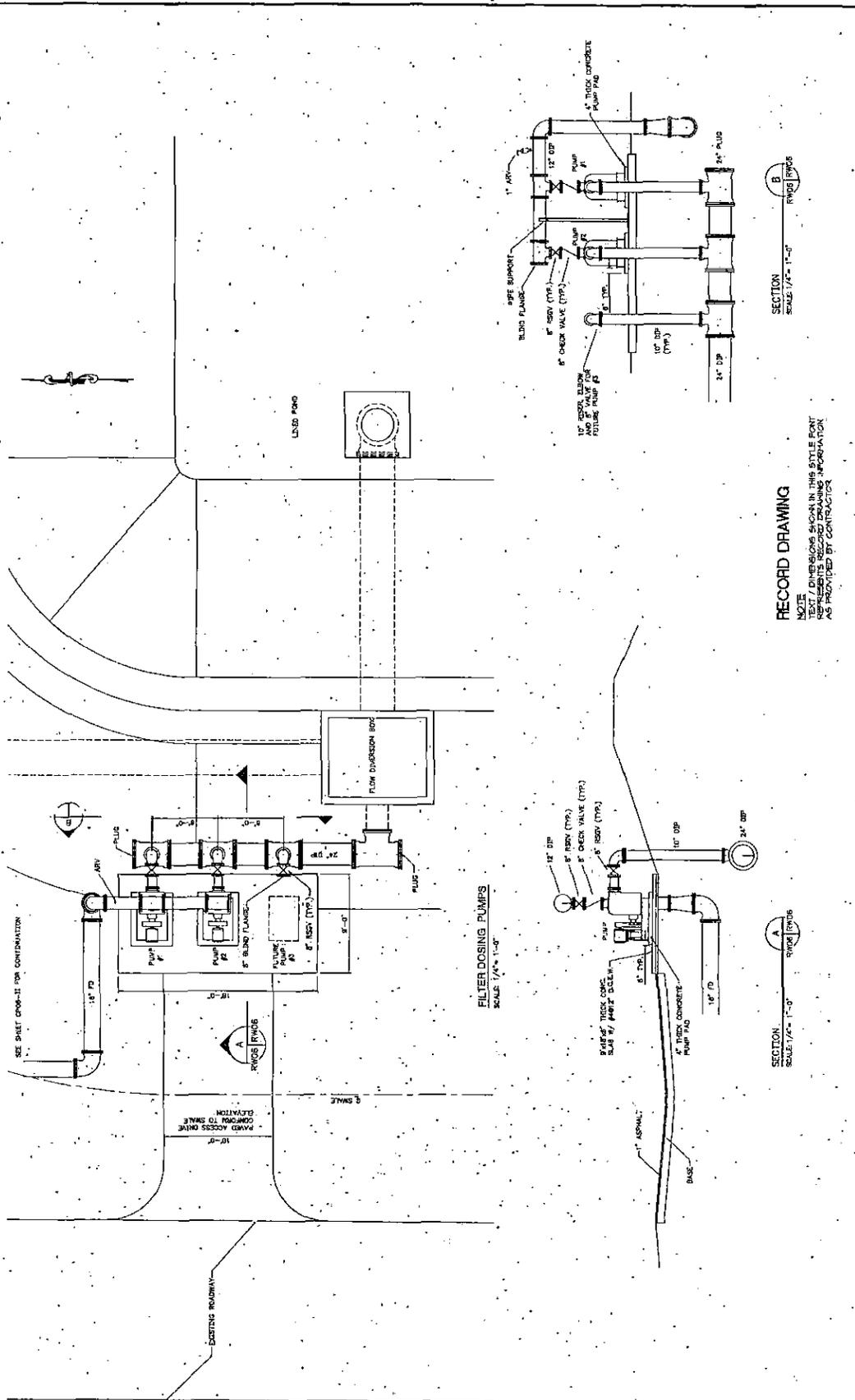
EX. ELEC.



E-Bid #20120033
Addendum #3 - February 1, 2012



E-Bid #20120033
 Addendum #3 - February 1, 2012



RMA
 RMA Mechanical, Inc.
 8415 Lake Park Road, Suite 307
 Dallas, TX 75246
 (972) 497-2222
 California No. 079

NO.	DATE	BY	REVISION DESCRIPTION
1	1/10/10	JM	ADDED CONC. PAD UNDER PUMPS
2	2/26/2009	LS	ADDED RECORD DRAWING INFORMATION

CITY OF PORT ST. LUCIE
 WESTPORT WWTF 4 MGD EXPANSION
 PHASE 2
 FILTER DOSING PUMPS
 PLAN AND SECTIONS
 SCALE: 1/4" = 1'-0"
 SHEET NO. 01-122
 DRAWING BY: RYBOS

RECORD DRAWING
 NOTE
 ALL DIMENSIONS SHOWN IN THIS STYLE POINT
 TO CENTER UNLESS OTHERWISE NOTED.
 AS PROVIDED BY CONTRACTOR

Addendum #4
E-Bid #20120033
Westport Chlorine Contact Basin Overflow Pipe Modifications
February 7, 2012

1.0 Contractor Questions and Responses

1. QUESTION: Are epoxy lined fittings required for this project?
RESPONSE: The specifications for this project reference the City's Standard specifications which require ductile iron pipe and fittings to be cement lined (interior) and coated (exterior) with an bituminous/asphaltic material in accordance with ANSI/AWWA C104/A21.4.
2. QUESTION: Can we use CL 153 cement lined?
RESPONSE: The specifications for this project reference ANSI/AWWA C153/A21.53.06, 350 psi minimum working pressure, and the City's Standard specification. See above.

2.0 Bid Form Change

1. Bid Form, item 7, Concrete Thrust Blocks, Quantity: Change 1.89 CY to 5.0 CY.

Note: The Bid opening date has not been changed.

Instruction to Bidder:

Each Bidder **MUST** acknowledge receipt of any addenda on the Bid Reply Sheet #20120033 in order to have his/her bid or proposal to be accepted.

**Addendum #4A - February 7, 2012
 E-Bid Reply Excel Spreadsheet #20120033
 Westport Wastewater Treatment Facility
 Chlorine Contact Chamber Overflow Pipe Modifications**

Company Name: _____

	Description	Quantity	Units	Unit Cost	Total Cost
1	Mobilization	1	LS		\$0.00
2	Demolition	1	LS		\$0.00
3	24-Inch Fittigns	1	LS		\$0.00
4	16-Inch Fittings	1	LS		\$0.00
5	16-Inch Spool Pieces	1	LS		\$0.00
6	Erosion and Sediment Control	1	LS		\$0.00
7	Concrete Thrust Blocks	5.0	CY		\$0.00
8	16-Inch Butterfly Valves	1	EA		\$0.00
9	Plugging and Dewatering of Plant Piping	1	LS		\$0.00
10	Indemnification Fee	1	LS	\$10.00	\$10.00

Total Bid Amount (In Numbers): \$10.00

Total Bid In Words: _____

NOTES

- Contractor shall furnish and install bid items 1 through 10 for a complete and operational drain system in accordance with the contract documents.
- The City reserves the right to award the bid items listed above in their entirety or partially. In the event that a partial list is awarded the City reserves the right to adjust the total bid amount by lessing out those items not included in the award.

AGENDA

**Pre-Bid Conference
E-Bid #20120033
Chlorine Contact Basin Overflow Pipe Modifications
At Westport Wastewater Facility
January 26, 2012 at 2:00 pm**

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

1. Sign-In Sheet
2. Introduction of key personnel
3. **Reminder**: Bid opening date is February 14, 2012 at 3:00 pm.

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

No Bid will be accepted after that date and time.

4. Review of Specifications requirements:
 - 5% Bid bond is required. This is to be scanned and uploaded and submitted with the required documents. Immediately after the opening, the Bid Bond is to be mailed to the City. If the **original** Bid Bond is not received within 3 days after the opening, the bid may not be considered.
 - Last date for questions is February 6, 2012. All questions must be submitted in writing to Robyn Holder at rholder@cityofpsl.com.
 - Refer to Item #7 on Page 6 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: Rich Schoenborn from the Utilities Department.
6. Additional questions from Prospective Bidders.
7. Adjourn

^{BID}
 Pre Construction Meeting
 E-BID #20120033

Chlorine Contact Basin Overflow Pipe Modifications
 At Wesport Wastewater Treatment Facility
 January 26, 2012 @ 2:00 pm

1.	Name (Please PRINT legibly)	Company Name	E-Mail Address	Telephone # & FAX #
	Robyn Holder	CITY of PSL - OMB	Rholder@cityofpsl.com	T 344-4293 F 871-7337
	ED WHITE	CITY of PSL WPAWTP		T F
	Joseph P. Pennell	City of PSL WPAWTP		T 871-7334 F
	TEY SCHROEDER	CITY OF PSL USD	rschroeder@cityofpsl.com	T F 877-6487
	Heath FULTZ	City of PSL, UT		T F 528-2057
	Will POZEKAS	GARNEY COMPANIES	wpezekaj@garney.com	T 846-3121 F 846-2887
	Melissa Kunsford	City of PSL - OMB	ombtemp@cityofpsl.com	T 891-5223 F 891-7337

Pre Construction Meeting
E-BID #20120033

Chlorine Contact Basin Overflow Pipe Modifications
At Wesport Wastewater Treatment Facility
January 26, 2012 @ 2:00 pm

	Name (Please PRINT legibly)	Company Name	E-Mail Address	Telephone # & FAX #
8.	Andres Diaz	Ric-Man Int.	adiaz@ric-man.us	T 954.426.1026 F 954.426.0717
9.	Steen Bush	Melvin Bush Const.	Melvin.Bush.Constr@bushconst.com	T 772-336-0623 F 772-336-0488
10.				T
11.				T
12.				T
				F

Site Visit
E-BID #20120033

Chlorine Contact Basin Overflow Pipe Modifications
At Wespert Wastewater Treatment Facility
January 31, 2012 @ 10:00 am

1.	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.	Ben Baumier	FELIX ASSOCIATES OF Fla. Inc	bbaumier@felixassociates.net	T 220.2722 F 220,2728
3.	Steve Bush	McLain Bush Const	McLainBushConst@BellSouth.net	T 336-0625 F 336-0488
4.	Beth Fultz	City of PSL.		T F 528-2057
5.	BNU Sloan	,, ,,	bsloan@cityofpsl.com	T F
6.	Kode McMillan	,, ,,	Kmcmillan@cityofpsl.com	T F
7.	Will Poczeka's	GARNEY	wpoczeka@garney.com	T 407-846-3121 F 846-2882

Site Visit
E-BID #20120033

Chlorine Contact Basin Overflow Pipe Modifications
At Wesport Wastewater Treatment Facility
January 31, 2012 @ 10:00 am

	Name (Please PRINT legibly)	Company Name	E-Mail Address	Telephone # & FAX #
8.	Andres Diaz	Ric-Man Int.	adiaz@ric-man.us	T 954.426.1042 F
9.	Rene Castillo	Ric-Man Int.	Rcastillo@Ric-Man.us	T 954-426-1042 954-426-0717 F
10.				T F
11.				T F
12.				T F

E-BID DOCUMENTS

- E-BID TABULATION REPORT
- SIGN IN SHEET FROM THE E-BID OPENING

- AWARDED CONTRACTOR:
 1. MELVIN BUSH CONSTRUCTION, INC.

- NON-AWARDED CONTRACTORS:
 1. FELIX ASSOCIATES OF FLORIDA, INC.
 2. GARNEY COMPANIES
 3. RIC-MAN INTERNATIONAL
 4. INTERCOUNTY ENGINEERING

E-Bid Tabulation Report
 E-Bid Reply Excel Spreadsheet #20120033
 Westport Wastewater Treatment Facility
 Chlorine Contact Chamber Overflow Pipe Modifications
 Opened: February 14, 2012 - 3:00 PM

	Description	Quan	Units	Melvin Bush Construction		Felix Associates		Garney Company		Ric-Man International		Intercounty Engineering	
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Mobilization	1	LS	\$6,050.00	\$6,050.00	\$1,999.00	\$1,999.00	\$10,000.00	\$10,000.00	\$27,000.00	\$27,000.00	\$5,136.00	\$5,136.00
2	Demolition	1	LS	\$3,000.00	\$3,000.00	\$2,540.00	\$2,540.00	\$16,000.00	\$16,000.00	\$2,300.00	\$2,300.00	\$4,766.00	\$4,766.00
3	24-inch Fittings	1	LS	\$5,067.00	\$5,067.00	\$3,796.00	\$3,796.00	\$14,500.00	\$14,500.00	\$4,800.00	\$4,800.00	\$3,875.00	\$3,875.00
4	16-inch Fittings	1	LS	\$7,216.40	\$7,216.40	\$5,837.00	\$5,837.00	\$15,500.00	\$15,500.00	\$6,000.00	\$6,000.00	\$6,999.00	\$6,999.00
5	16-inch Spool Pieces	1	LS	\$3,367.60	\$3,367.60	\$19,226.00	\$19,226.00	\$17,500.00	\$17,500.00	\$7,100.00	\$7,100.00	\$2,175.00	\$2,175.00
6	Erosion and Sediment Control	1	LS	\$750.00	\$750.00	\$1,504.00	\$1,504.00	\$905.00	\$905.00	\$1,500.00	\$1,500.00	\$443.00	\$443.00
7	Concrete Thrust Blocks	5.0	CY	\$671.50	\$3,357.50	\$675.00	\$3,375.00	\$350.00	\$1,750.00	\$360.00	\$1,800.00	\$1,965.00	\$9,825.00
8	16-inch Butterfly Valves	1	EA	\$3,558.80	\$3,558.80	\$3,596.00	\$3,596.00	\$4,000.00	\$4,000.00	\$3,500.00	\$3,500.00	\$5,895.00	\$5,895.00
9	Plugging and Dewatering of Plant Piping	1	LS	\$7,266.00	\$7,266.00	\$1,240.00	\$1,240.00	\$8,800.00	\$8,800.00	\$12,000.00	\$12,000.00	\$7,266.00	\$7,266.00
10	Indemnification Fee	1	LS	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
				Total Bid Amount:	\$39,643.30	\$43,123.00	\$88,965.00	\$66,010.00	\$46,390.00				
1	Submit original Bid Bond within 3 business days.				Yes		Yes		Yes		Yes		Yes
2	Acknowledged all Addenda.				Yes		Yes		Yes		Yes		Yes
3	Copy of current Insurance Certificates.				Yes		Yes		Yes		Yes		Yes
4	Copy of current Insurance Certificates.				Yes		Yes		Yes		Yes		Yes
5	Drug Free form.				Yes		Yes		Yes		Yes		Yes
6	Trench Safety form.				Yes		Yes		Yes		Yes		Yes
7	Reviewed & accepted City's terms & conditions.				Yes		Yes		Yes		Yes		Yes
8	Number of calendar days to complete the work.				30		60		45		55		60
9	Accepts Visa				No		No		No		No		No
10	Discount using Visa.				n/a		n/a		n/a		n/a		n/a

E-Bid Opening
E-BID #20120033

Chlorine Contact Basin Overflow Pipe Modifications
At Westport Wastewater Treatment Facility
February 14, 2012 @ 3:00 pm

1.	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.	Joe Tosto	Ric-man manufacture	jtosto@ric-man.us marcie.w@ric-man.us	T 954-426-1042 F
3.	David Cook	Close Construction	david@closeconstruction.us	F 863-467-0851
4.	Ken Saudou	FELIX ASSOC OF FL.	ksaudou@FELIXASSOCIATES.NET	F 772-528-9025
5.	Steve Bush	Melvin Bush Const.	MelvinBushConst@BellSouth.NET	T 772-336-0623 F 772-336-0488
6.	Carole Kan Dry	man cils Tractor	suc@man.cils.com	F 772 288 8983
7.	TAM Masterson	CONTECH	masterson@contech-ppi.com	T 561-723-0056 F 561-799-9655

E-Bid Opening
E-BID #20120033

Chlorine Contact Basin Overflow Pipe Modifications
At Westport Wastewater Treatment Facility
February 14, 2012 @ 3:00 pm

Name (Please PRINT legibly)	Company Name	E-Mail Address	Telephone # & FAX #
8. Joe GUTTUSO	Arbor Tree + Land, Inc. (Arb Diversified Industries)	jguttuso@arb1.diversified.com	T 561-965-2198 F 561-965-9777
9. Jim ANGSTADT	PSL ENG.	j Angstadt@cityofpsl.com	T 772-344-4239 F
10. SEVE MARDINER	CANTEC	smardin@cantec.com	T 772-692-4344 F
11. Ryan DEHOBORN	CITY OF Port St. Lucie USD	vschoelbon@cityofpsl.com	T 407-894-6425 F
12. HERB HAWK	GIBBS & REGISTER, INC	ESTIMATING@GIBBSANDREGISTER.COM	T 407-654-6133 F

Addendum #4A - February 7, 2012
E-Bid Reply Excel Spreadsheet #20120033
Westport Wastewater Treatment Facility
Chlorine Contact Chamber Overflow Pipe Modifications

Company Name: Melvin Bush Construction, Inc

	Description	Quantity	Units	Unit Cost	Total Cost
1	Mobilization	1	LS	\$6,050.00	\$6,050.00
2	Demolition	1	LS	\$3,000.00	\$3,000.00
3	24-Inch Fittings	1	LS	\$5,067.00	\$5,067.00
4	16-Inch Fittings	1	LS	\$7,216.40	\$7,216.40
5	16-Inch Spool Pieces	1	LS	\$3,367.60	\$3,367.60
6	Erosion and Sediment Control	1	LS	\$750.00	\$750.00
7	Concrete Thrust Blocks	5.0	CY	\$671.50	\$3,357.50
8	16-Inch Butterfly Valves	1	EA	\$3,558.80	\$3,558.80
9	Plugging and Dewatering of Plant Piping	1	LS	\$7,266.00	\$7,266.00
10	Indemnification Fee	1	LS	\$10.00	\$10.00

Total Bid Amount (In Numbers): \$39,643.30

Total Bid In Words: THIRTY NINE THOUSAND, SIX HUNDRED FORTY-THREE DOLLARS AND THIRTY CENTS

NOTES

1. Contractor shall furnish and install bid items 1 through 10 for a complete and operational drain system in accordance with the contract documents.
2. The City reserves the right to award the bid items listed above in their entirety or partially. In the event that a partial list is awarded the City reserves the right to adjust the total bid amount by lessing out those items not included in the award.

E-Bid Reply Sheet #20120033

**Chlorine Contact Basin Overflow Pipe Modifications
at Westport Wastewater Treatment Facility**

1. **COMPANY NAME:** Melvin Bush Construction, Inc.
 DIVISION OF: _____
 PHYSICAL ADDRESS: 2748 SW Casella Street
 MAILING ADDRESS: 2748 SW Casella Street
 CITY, STATE, ZIP CODE: Port St. Lucie, FL 34953
 TELEPHONE NUMBER: () 772-336-0623 FAX NO. () 772-336-0488
 CONTACT PERSON: Melvin Bush E-MAIL: Melvinbushconstr@bellsouth.net

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

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

Melvin Bush

 President
Johanne Bush

 Vice President
Melvin Bush

 Treasurer

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

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

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

Addendum Number	Date Issued
1	1/26/12
2	1/26/12
2A	1/30/12
2B	1/30/12
2C	1/30/12
2D	1/30/12
3	2/01/12
4	2/07/12
4A	2/07/12

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

5. BID RESPONSE:

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

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

5.3 Bid Reply Sheet Total from Schedule "A": \$ 39,643.30

5.4 Bidder may offer to the City a project completion date of less than sixty (60) calendar days. All offers less than sixty (60) calendar days may be a consideration for award.

30 Calendar days

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

6. LIST OF SUBCONTRACTORS:

N/A

(Add lines if necessary)

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

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

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

10. CERTIFICATION

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

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

Line Item #	Item Description	Unit Quantity	
1	Mobilization	1.00	LS
2	Demolition	1.00	LS
3	24 inch Fittings	1.00	LS
4	16 inch Fittings	1.00	LS
5	16 inch Spool Pieces	1.00	LS
6	Erosion & Sediment Control	1.00	LS
7	Concrete Thrust Block	1.89	CY
8	16 inch Butterfly Valves	1.00	EA
9	Indemnification Fee	1.00	LS

NOTES:

1. Contractor shall furnish and install bid items 1 through 9 for a complete and operational drain system in accordance with the Contract Documents.
2. The City reserves the right to award the bid items listed above in their entirety or partially. In the event that a partial list is awarded the City reserves the right to adjust the total bid amount by deducting out those items not included in the award.

Balance of page left intentionally blank

**Chlorine Contact Basin Overflow Pipe Modifications
at Westport Wastewater Treatment Facility**

Name of Bidder: Melvin Bsh Construction, Inc

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

- Drug-Free Workplace Form uploaded to Demandstar
- Trench Safety Act Form uploaded to Demandstar
- 5% Bid Bond (or other form of security) uploaded to Demandstar (the original **MUST** be received within 3 business days after the opening)
- E-Bid Reply Sheet #20120033 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

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

Bid Number 20120033
Bid Name Chlorine Contract Basin Overflow Pipe Modification at
Westport Wastewater Treatment Facility

Subcontractor List - N/A

If awarded, Melvin Bush Construction, Inc will perform this contract with our own crews
There will not be any sub-contractors assigned to this contract

FORMS

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Name: Chlorine Contact Basin Overflow Pipe Modifications at Westport Wastewater Treatment Facility

Project Location: Port St. Lucie, Florida

Project Number 20120033

Project Location: SW Darwin Blvd. - 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:

<u>Five Hundred</u> Dollars	<u>500.00</u>
(Written)	(Figures)

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

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

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

Sworn to and subscribed before me in St. Lucie County, Florida on the 14th day of Feb., 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

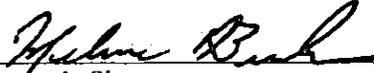
DRUG FREE WORKPLACE FORM

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

2/14/2012

Date

AC# 4937240

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L10060701119

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

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

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

CHARLIE CRIST
GOVERNOR

CHARLIE LIEM
INTERIM SECRETARY

DISPLAY AS REQUIRED BY LAW

2011 / 2012

ST. LUCIE COUNTY LOCAL BUSINESS TAX RECEIPT

RECEIPT # 1799-00902146

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

EXPIRES SEPTEMBER 30, 2012

FACILITIES OR MACHINES / ROOMS SEATS EMPLOYEES 30

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

BUSINESS/ Melvin A Bush

DBA NAME Melvin Bush Construction Inc

MAILING ADDRESS Melvin Bush
Melvin A Bush

2748 Casella St
Port St Lucie, FL 34952

BUSINESS LOCATION 2748 Casella Street
Port St Lucie, FL 34952

City of Pt St Lucie

RU 0054441

NONEXEMPT

Paid: 07/25/2011 27.55

0033-20110725-002084



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

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

RECEIPT FOR TAX PAID ONLY
 THIS RECEIPT DOES NOT GIVE HOLDER THE AUTHORITY TO OPEN THIS BUSINESS WITHOUT PERMITS AND LICENSES
 WITHOUT PERMITS AND LICENSES

The holder is competent to perform in the business, but that the holder has paid the required tax and that the holder is not a minor or an individual who is prohibited from holding a license or permit by law.

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

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

Mary B. Masten
 BUSINESS TAX AUTHORITY

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

LOCAL BUSINESS TAX RECEIPT CIT 3213POR7030 LUCIE Ywhite

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

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Melvin Bush Construction, Inc. - 2748 Casella St., Pt. St. Lucie, FL 34953 (Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and Fidelity & Deposit Company of Maryland - 863 Creston Dr., Maitland, FL 32751 (Here insert full name and address or legal title of Surety)

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

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of amount bid

Dollars (\$5% of amt.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 Chlorine Contact Basin Overflow Pipe Modifications at Westport Wastewater Treatment Facility, Pt. St. Lucie, FL, Project #20120033 (Here insert full name, address and description of project)

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

Signed and sealed this 14th. day of February, 2012

Mary Baker (Witness)

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

Johanne Bush (Title) Vice President

Elaine F. Harris (Witness)

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

John S. Harris (Title) Attorney-in-Fact & State 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 PAUL C. ROGERS, Vice President, and T. E. SMITH, 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 **John S. HARRIS, of Wellington, Florida**, 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.

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 23rd day of February, A.D. 2004.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



T. E. Smith

T. E. Smith

Assistant Secretary

By: *Paul C. Rogers*

Paul C. Rogers

Vice President

State of Maryland }
Baltimore County } ss:

On this 23rd day of February, A.D. 2004, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came PAUL C. ROGERS, Vice President, and T. E. SMITH, 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.



Dennis R. Hayden

Dennis R. Hayden

Notary Public

My Commission Expires: February 15, 2013

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 14th. day of February, 2012.


Assistant Secretary