PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST

COUNCIL ITEM 13I
DATE 7/9/12

Meeting Date: July 9, 2012

Public Hearing ____ Ordinance ____ Resolution ____ Motion **X**

Item: Contract: 20120053 – Lift Station SP-24 Rehabilitation

Recommended Action:

Approval to enter into a unit price contract with Melvin Bush Construction, Inc. for construction of the SP-24 Lift Station Rehabilitation in the amount of $ 73,965.00, which includes an Indemnification Fee of $10.00.

RECEIVED
JUL 03 2012
City Manager's Office

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

Specifications, CD and Attendance Form of the Pre-Bid Meeting, Attendance Form from the bid opening and the responsive Bid Submittals.

Summary Explanation/Background Information:

Bids were solicited among the five pre-qualified Master Contractors for the SP-24 Lift Station Rehabilitation on June 1, 2012, and opened on June 26, 2012. Two responsive bids were received:

Melvin Bush Construction, Inc.	73,965.00
Felix Associates of Florida, Inc.	112,586.00

The bids were reviewed by the Utility Systems Department, which is recommending the Bid be awarded to Melvin Bush Construction, Inc. The Community Services Department is providing the funding from the Community Development Block Grant.

Purchase (X) is not a replacement

Purchase (X) was budgeted.

One time Expenditure: **$73,965.00**

Department requests expenditure from the following:

Fund	118	CDBG
Cost Center	5900	Federal Entitlement
Object Code	563000	Improvements Other Than Buildings
Project	000000	

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

Submitted by: ***Jesus A. Merejo***

Title: Utility Systems Director

Date Submitted: July 3, 2012

INTEROFFICE MEMORANDUM

TO: Cheryl Shanaberger, OMB Deputy Director

FROM: Jesus A. Merejo, Utility Director

SUBJECT: SP-24 Lift Station Rehabilitation – Bid #20120053

DATE: July 2, 2012

Project Description: This project is to rehabilitate an existing wastewater pumping station on SE Burning Lane referenced as Lift Station SP-24. The work includes new pumps, control panel, driveway, fencing, fiber optic communication/control and recoating the interior of the existing wetwell.

Background: This lift station is one of the older stations in the system and has received $150,000 in grant funding. To keep costs down and construction time short, city staff has performed the engineering design and has purchased some of the equipment and materials already.

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

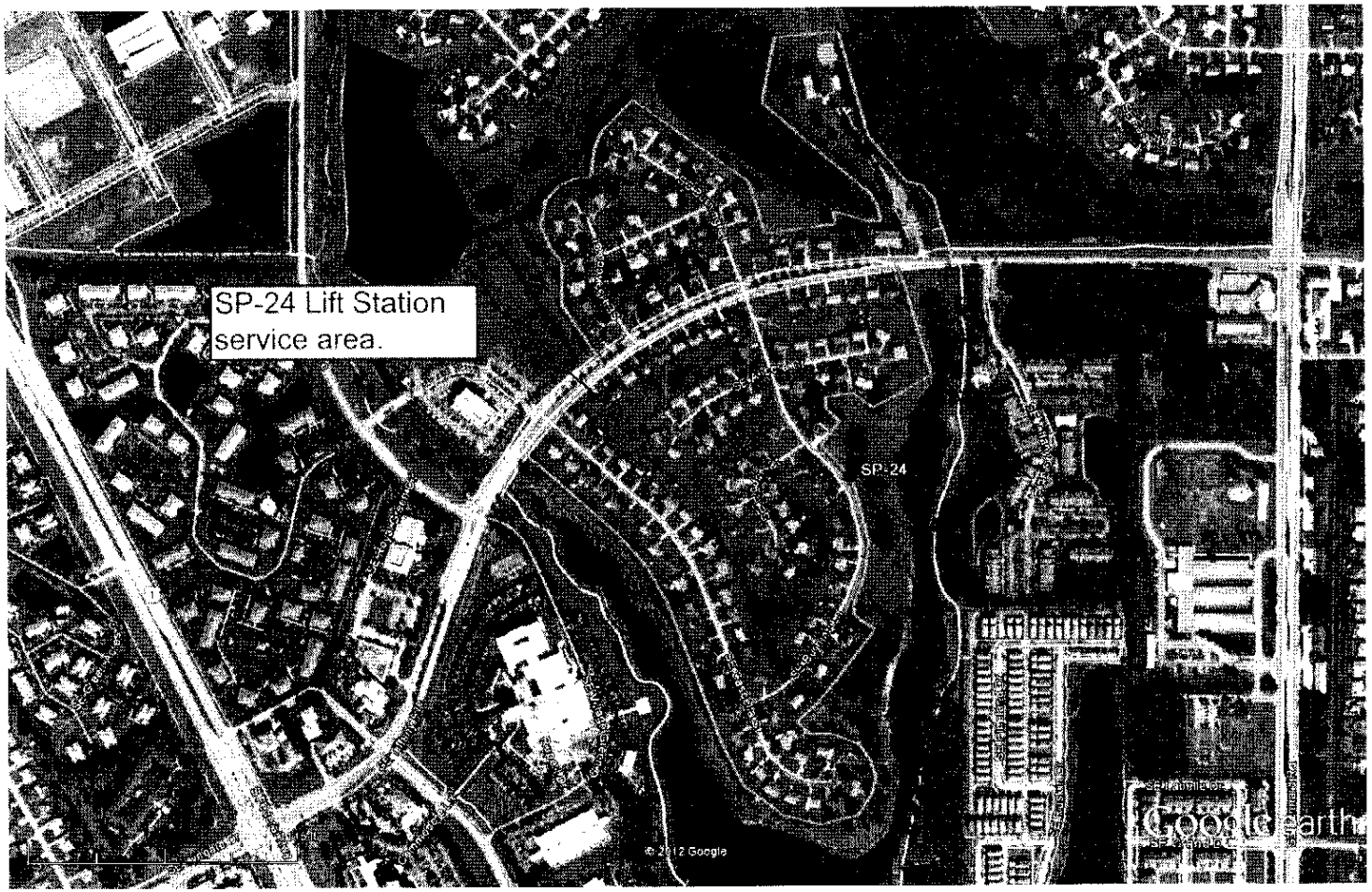
Recommendation: Please consider this memo as a request from The Utility Systems Department for the City Council to consider the award of the contract to Melvin Bush Construction, Inc. in the amount of $73,965.00 for a duration of 37 calendar days.

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

Funding: Funds are available in 118-5900-563000.

If there are any questions, please give me a call.

c: Daniel Segui
Jeanette Thompson
Rosa Reina
Laney Southerly, PE
File 33.3024
Attachments



feet 2000

meters 800

LIFT STATION SP-24 REPLACEMENT
BID TABULATION REPORT

Line Item Number	Pay Item Number	Item Description	Unit Quantity		Melvin Bush Unit Cost	Melvin Bush Total Unit Cost	Felix Associates Unit Cost	Felix Associates Total Unit Cost
1	33.3024-1	Bonds and Insurance	1.00	LS	$1,100.00	$1,100.00	$1,551.00	$1,551.00
2	33.3024-2	Mobilization, per FDOT Section 101	1.00	LS	$3,880.00	$3,880.00	$19,052.00	$19,052.00
3	33.3024-3	Maintenance of Traffic (F&I), per applicable FDOT Series 600 Standard Index's	1.00	LS	$1,500.00	$1,500.00	$2,123.00	$2,123.00
4	33.3024-4	Pre-construction Survey Layout (F&I)	1.00	LS	$715.00	$715.00	$935.00	$935.00
5	33.3024-5	Post Construction As-built Survey (F&I)	1.00	LS	$1,100.00	$1,100.00	$820.00	$820.00
6	33.3024-6	Erosion & Pollution Control (F&I), per FDOT Series 102 & 103 Index's	1.00	LS	$500.00	$500.00	$610.00	$610.00
7	33.3024-7	6' Temporary Construction Fencing, including Gates (F&I) & Access for Ballantrae Maintenance	1.00	LS	$700.00	$700.00	$3,333.00	$3,333.00
8	33.3024-8	Density Testing (F&I)	10.00	EA	$70.00	$700.00	$53.00	$530.00
9	33.3024-9	Concrete Slump & Compression Testing (F&I)	2.00	EA	$95.00	$190.00	$293.00	$586.00
10	33.3024-10	Clearing & Grubbing, (F&I)	1.00	LS	$1,500.00	$1,500.00	$1,124.00	$1,124.00
11	33.3024-11	Fine Grade, 1" Below Finish Grade (F&I)	1.00	LS	$2,500.00	$2,500.00	$876.00	$876.00
12	33.3024-12	Concrete Generator Pad (F&I)	8.00	SY	$35.00	$280.00	$152.00	$1,216.00
13	33.3024-13	Concrete Driveway, (4000 PSI), (Fiber Mesh), (6" Thick) (F&I)	85.00	SY	$35.00	$2,975.00	$57.00	$4,845.00
14	33.3024-14	Existing Lift Station By-Pass (F&I)	1.00	EA	$6,500.00	$6,500.00	$15,690.00	$15,690.00
15	33.3024-15	6" C-900, PVC, Force Main, & Locating Wire (F&I)	40.00	LF	$15.00	$600.00	$24.00	$960.00
16	33.3024-16	Epoxy Lined, Ductile Iron Fittings (I)	1.00	LS	$1,000.00	$1,000.00	$3,786.00	$3,786.00
17	33.3024-17	6" Force Main Isolation Valve (F&I)	1.00	LS	$6,575.00	$6,575.00	$3,396.00	$3,396.00
18	33.3001-18	Functional Testing - Force Main (F&I)	1.00	LS	$500.00	$500.00	$266.00	$266.00
19	33.3001-19	Tie-into Existing Force Main, (Complete), (F&I)	1.00	EA	$600.00	$600.00	$475.00	$475.00
20	33.3001-20	1" Water Service Assembly, (I)	1.00	LS	$900.00	$900.00	$940.00	$940.00
21	33.3001-21	Dewatering (F&I)	1.00	LS	$1,000.00	$1,000.00	$6,480.00	$6,480.00
22	33.3001-22	Lift Station, (Complete)	1.00	LS	$26,373.00	$26,373.00	$30,919.00	$30,919.00
23	33.3001-23	Telemetry (Complete), (I)	1.00	LS	$750.00	$750.00	$940.00	$940.00
24	33.3001-24	100 AMP Electrical Service (Complete), (F&I)	1.00	LS	$11,017.00	$11,017.00	$10,692.00	$10,692.00
25	33.3001-25	Sod (F&I)	1.00	LS	$500.00	$500.00	$431.00	$431.00
26	33.3001-26	Indemnification	1.00	LS	$10.00	$10.00	$10.00	$10.00
		TOTAL				**$73,965.00**		**$112,586.00**
Additional Items Reviewed:								
	Bid Reply Sheet					Yes		Yes
	Excel Bid Reply					Yes		Yes
	Original 5% Bid Bond					Yes		Yes
	Non-Collousion Affidavit					Yes		Yes
	Trench Safety Act Compliance Statement					Yes		Yes
	Ceritification Regarding Lobbying					Yes		Yes
	Certification Regarding Debarment					Yes		Yes
	Buy America Certification					Yes		Yes
	Minority and Woman-Owned Business Enterprises Form					Yes		Yes
	Certificate of Insurance					Yes		Yes

ADDENDUM #4 - REVISED BID REPLY EXCEL SPREADSHEET

SEALED BID #20120053

E-BID

LIFT STATION SP-24 REPLACEMENT

MELVIN BUSH CONSTRUCTION, INC

Line Item Number	Pay Item Number	Item Description	Unit Quantity		Unit Cost	Total Unit Cost
1	33.3024-1	Bonds and Insurance	1.00	LS	$1,100.00	$1,100.00
2	33.3024-2	Mobilization, per FDOT Section 101	1.00	LS	$3,880.00	$3,880.00
3	33.3024-3	Maintenance of Traffic (F&I), per applicable FDOT Series 600 Standard Index's	1.00	LS	$1,500.00	$1,500.00
4	33.3024-4	Pre-construction Survey Layout (F&I)	1.00	LS	$715.00	$715.00
5	33.3024-5	Post Construction As-built Survey (F&I)	1.00	LS	$1,100.00	$1,100.00
6	33.3024-6	Erosion & Pollution Control (F&I), per FDOT Series 102 & 103 Index's	1.00	LS	$500.00	$500.00
7	33.3024-7	6' Temporary Construction Fencing, including Gates (F&I) & Access for Ballantrae Maintenance	1.00	LS	$700.00	$700.00
8	33.3024-8	Density Testing (F&I)	10.00	EA	$70.00	$700.00
9	33.3024-9	Concrete Slump & Compression Testing (F&I)	2.00	EA	$95.00	$190.00
10	33.3024-10	Clearing & Grubbing, (F&I)	1.00	LS	$1,500.00	$1,500.00
11	33.3024-11	Fine Grade, 1" Below Finish Grade (F&I)	1.00	LS	$2,500.00	$2,500.00
12	33.3024-12	Concrete Generator Pad (F&I)	8.00	SY	$35.00	$280.00
13	33.3024-13	Concrete Driveway, (4000 PSI), (Fiber Mesh), (6" Thick) (F&I)	85.00	SY	$35.00	$2,975.00
14	33.3024-14	Existing Lift Station By-Pass (F&I)	1.00	EA	$6,500.00	$6,500.00
15	33.3024-15	6" C-900, PVC, Force Main, & Locating Wire (F&I)	40.00	LF	$15.00	$600.00
16	33.3024-16	Epoxy Lined, Ductile Iron Fittings (I)	1.00	LS	$1,000.00	$1,000.00
17	33.3024-17	6" Force Main Isolation Valve (F&I)	1.00	LS	$6,575.00	$6,575.00
18	33.3001-18	Functional Testing - Force Main (F&I)	1.00	LS	$500.00	$500.00
19	33.3001-19	Tie-into Existing Force Main, (Complete), (F&I)	1.00	EA	$600.00	$600.00
20	33.3001-20	1" Water Service Assembly, (I)	1.00	LS	$900.00	$900.00
21	33.3001-21	Dewatering (F&I)	1.00	LS	$1,000.00	$1,000.00
22	33.3001-22	Lift Station, (Complete)	1.00	LS	$26,373.00	$26,373.00
23	33.3001-23	Telemetry (Complete), (I)	1.00	LS	$750.00	$750.00
24	33.3001-24	100 AMP Electrical Service (Complete), (F&I)	1.00	LS	$11,017.00	$11,017.00
25	33.3001-25	Sod (F&I)	1.00	LS	$500.00	$500.00
26	33.3001-26	Indemnification	1.00	LS	$10.00	$10.00
					TOTAL	$73,965.00

* Payment on quantities other than lump sum will be based actual units constructed

Bid Reply Sheet
Bid # 20120053

Lift Station #SP-24 Replacement

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

DIVISION OF: _____

PHYSICAL ADDRESS: 2748 SW Casella Street

MAILING ADDRESS: 2748 SW Casella Street

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

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

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

2. **ADDENDUM ACKNOWLEDGMENT** - Contractor acknowledges that the following addenda have been received and are included in its proposal/Bid:

Addendum Number	Date Issued
1	6/14/12
2	6/13/12 - 6/19/12
3	6/21/12
4	6/21/12

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

4. **BID RESPONSE:**

4.1 Contractor will / will not accept the Purchasing Card (Visa).
(please circle one)

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

4.3 Identify any and all subcontractors to be used in conjunction with this project: See Attached

Name of Firm	Address	Description of Work	Contact Person	Phone number
Betsy Lindsay	7997 SW Jack James Drive		Dave Wicher	(772) 286-5753
	Stuart, FL	Stakeing/Surveying		

*Attached a separate sheet, if needed.

Contractors 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.

5. INSURANCE CERTIFICATES - Contractors are required, in accordance with the Master Contract #20080097, to submit their Insurance Certificate(s) for the type and dollar amount of insurance upon execution of the contract.

6. 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 Contractor. The City reserves the right to hold proposals and Bid guarantees for a period not to exceed 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.

7. CONTRACT – Contractor agrees to comply with all requirements stated in the Technical Specifications for this Bid.

Signature of Company Representative Melvin Bush *Date:* 6/26/12

Name of Company: Melvin Bush Construction, Inc

(Balance of page intentionally left blank)

CHECKLIST
SEALED BID #20120053
Lift Station #SP-24 Replacement

Name of Contractor: Melvin Bush Construction, Inc

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

__X__ Forms to complete:
- Trench Safety Act Form
- Non-Collusion Affidavit
- Certification Regarding Lobbying
- Certification Regarding Debarment
- Florida Trench Safety Compliance Form
- Buy America Certification
- Minority & Woman Owned Business Enterprises Form

__X__ Bid Reply Sheet and all requested information, including subcontractor list. (use additional sheets if needed)

__X__ Excel Bid Reply Form completed with individual line item costs and total of Bid.

__X__ Unit prices/total sum price has been thoroughly checked.

__X__ Each Bid Addendum (when issued) is acknowledged.

__X__ 5% Bid Bond (hard copy to be sent in after the opening if replying electronically)

__X__ Checklist.

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 20120053
Bid Name Lift Station SP-#24 Replacement

Subcontractor List

	Sub-Contractor	Description	Contact Person	Minority Status
1	Betsy Lindsay, Inc 7997 SW Jack James Drive Stuart, FL 34997 Ph (772) 286-5753/ Fax (772) 286-5933	Surveying, Stake-Out As-Builts	Dave Wichser	Certified Minority Business Enterprise? YES
2	Bellwether Electric company P.O. Box 7866 Port St. Lucie, FL 34985 Ph (772) 621-9494 / Fax (772) 621-9164	Electrical	Charlie Hoppmann	Certified Minority Business Enterprise? NO
3	Palm City Sod 5350 SW Martin Highway Palm City, FL 34990 Ph (772) 287-5944 / Fax (772) 221-3281	Sod Replacement	Doug	Certified Minority Business Enterprise? NO
4	Rangeline Tapping P.O. Box 210155 Royal Palm Beach, FL 33421 Ph(800) 346-5971 / Fax(561) 683-0912	Line Stop, Valve Insert	John Rakoczy	Certified Minority Business Enterprise? NO
5	Chaz Equipment 3180 Fairlane Farms Road, Ste 3 Wellington, FL 33414 Ph(561) 333-5887 / Fax(561) 333-5363	Super Coating	Kevin Trosts	Certified Minority Business Enterprise? NO

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Name: Lift Station #SP-24 Replacement

Project Location: 1603 S.E. Burning Lane, Port St. Lucie, Florida

Project Number: 33.3024

Project Location: (See Plans/Drawings)

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:

   One Dollars (Written) — 1.00 (Figures)

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

Certified: Melvin Bush Construction, Inc
(Company Contractor)

By: [signature] Melvin Bush
(President's Signature)
(President's Typed or Printed Name)

Sworn to and subscribed before me in St. Lucie County, Florida

on the 26 day of June, 2012.

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

Certification Regarding Debarment, Suspension, And Other Responsibility Matters Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Melvin Bush
Name

President
Title

Melvin Bush Construction, Inc
Firm

2748 SW Casella Street
Street Address

Port St. Lucie, FL 34953
City, State, Zip

City of Port St. Lucie,
Project Name: Lift Station SP-24 Replacement

Engineer's Project Number: 33.3024

24 CFR 24.510 & 24 CFR, Part 24, Appendix A

MELVIN1 OP ID: N0

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/17/12

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

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

PRODUCER Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd # 130 P.O. Box 5727 Ft. Lauderdale, FL 33310-5727 Michael Gorham 954-776-2222 954-776-4446	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED Melvin Bush Construction, Inc. Attn: Johanne Bush 2748 SW Casella Street Port St. Lucie, FL 34953	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : National Trust Insurance Co. — 20141 INSURER B : FCCI Commercial Ins Co — 33472 INSURER C : Bridgefield Employers Ins. Co — 10701 INSURER D : Federal Insurance Co. — 20281 INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X PROP DAMAGE Ded $1,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			GL00116631	04/17/12	04/17/13	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 300,000* 10,000* 1,000,000 2,000,000 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			CA00182451	04/17/12	04/17/13	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ $ $ $ $	1,000,000 10,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		83026276	01/01/12	01/01/13	X WC STATU-TORY LIMITS X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
D	Leased & Rented Wind Ded 1% ofTIV			06637063	04/17/12	04/17/13	Limit Deductibl		500,000 2,500

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

CERTIFICATE HOLDER

MELVIN1

Melvin Bush Construction, Inc.
2748 SW Casella St.
Port St. Lucie, FL 34953

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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FLORIDA TRENCH SAFETY COMPLIANCE

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96), Laws of Fl., effective October 1, 1990. The bidder further identifies the costs to be summarized below:

	Trench Safety Measure {Description}	Units of Measure {LF,SY}	Unit Quantity	Unit Cost	Extended Cost
A.	N/A - Does Not Apply				
B.					
C.					
D.					
E.					
F.					

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER
SB#20120053-HQ

State of Florida }

County of St. Lucie }

Melvin Bush, being first duly sworn, disposes and says that:
(Name/s)

1. They are President of Melvin Bush Construction, the Bidder that
(Title) (Name of Company)

has submitted the attached bid;

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

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

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

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

(Signed) Melvin Bush

(Title) President

STATE OF FLORIDA }
COUNTY OF St. Lucie }SS:

The foregoing instrument was acknowledged before me this 6/26/12
(Date)

by: Melvin Bush who is personally known to me or who has produced

personally known as identification and who did (did not) take an oath.

Mary E. Oehler
Mary E. Oehler Notary (print & sign name)

Commission No. 8/14/12

-TO BE COMPLETED BY PRIME CONTRACTOR-

UTILIZATION OF MINORITY AND WOMAN OWNED BUSINESS ENTERPRISES

As the potential prime contractor for this project, you are required to utilize Minority and Women Owned Business Enterprises for this project.

Please describe below how the prime contractor will utilize these types of business enterprises with this project:

In the event that additional sub-contractors are required, or necessary, Melvin Bush Construction, Inc will in good faith, utilize minority and or women owned businesses.

Please provide a listing of any subcontractors who may be utilized on this project that are Minority and Woman Owned Business Enterprises and the percentage of work they will be given:

Subcontractor Name	Percentage of Work
Betsy Lindsay, Inc	2.50%

Signed: _____ Date: 6/26/12
Authorized Signature, Prime Contractor

Project Name: Lift Station #SP-24 Replacement
Project: 33.3024

ADDENDUM #4 - REVISED BID REPLY EXCEL SPREADSHEET
SEALED BID #20120053
E-BID
LIFT STATION SP-24 REPLACEMENT
MELVIN BUSH CONSTRUCTION, INC

Line Item Number	Pay Item Number	Item Description	Unit Quantity		Unit Cost	Total Unit Cost
1	33.3024-1	Bonds and Insurance	1.00	LS	$1,100.00	$1,100.00
2	33.3024-2	Mobilization, per FDOT Section 101	1.00	LS	$3,880.00	$3,880.00
3	33.3024-3	Maintenance of Traffic (F&I), per applicable FDOT Series 600 Standard Index's	1.00	LS	$1,500.00	$1,500.00
4	33.3024-4	Pre-construction Survey Layout (F&I)	1.00	LS	$715.00	$715.00
5	33.3024-5	Post Construction As-built Survey (F&I)	1.00	LS	$1,100.00	$1,100.00
6	33.3024-6	Erosion & Pollution Control (F&I), per FDOT Series 102 & 103 Index's	1.00	LS	$500.00	$500.00
7	33.3024-7	6' Temporary Construction Fencing, including Gates (F&I) & Access for Ballantrae Maintenance	1.00	LS	$700.00	$700.00
8	33.3024-8	Density Testing (F&I)	10.00	EA	$70.00	$700.00
9	33.3024-9	Concrete Slump & Compression Testing (F&I)	2.00	EA	$95.00	$190.00
10	33.3024-10	Clearing & Grubbing, (F&I)	1.00	LS	$1,500.00	$1,500.00
11	33.3024-11	Fine Grade, 1" Below Finish Grade (F&I)	1.00	LS	$2,500.00	$2,500.00
12	33.3024-12	Concrete Generator Pad (F&I)	8.00	SY	$35.00	$280.00
13	33.3024-13	Concrete Driveway, (4000 PSI), (Fiber Mesh), (6" Thick) (F&I)	85.00	SY	$35.00	$2,975.00
14	33.3024-14	Existing Lift Station By-Pass (F&I)	1.00	EA	$6,500.00	$6,500.00
15	33.3024-15	6" C-900, PVC, Force Main, & Locating Wire (F&I)	40.00	LF	$15.00	$600.00
16	33.3024-16	Epoxy Lined, Ductile Iron Fittings (I)	1.00	LS	$1,000.00	$1,000.00
17	33.3024-17	6" Force Main Isolation Valve (F&I)	1.00	LS	$6,575.00	$6,575.00
18	33.3001-18	Functional Testing - Force Main (F&I)	1.00	LS	$500.00	$500.00
19	33.3001-19	Tie-into Existing Force Main, (Complete), (F&I)	1.00	EA	$600.00	$600.00
20	33.3001-20	1" Water Service Assembly, (I)	1.00	LS	$900.00	$900.00
21	33.3001-21	Dewatering (F&I)	1.00	LS	$1,000.00	$1,000.00
22	33.3001-22	Lift Station, (Complete)	1.00	LS	$26,373.00	$26,373.00
23	33.3001-23	Telemetry (Complete), (I)	1.00	LS	$750.00	$750.00
24	33.3001-24	100 AMP Electrical Service (Complete), (F&I)	1.00	LS	$11,017.00	$11,017.00
25	33.3001-25	Sod (F&I)	1.00	LS	$500.00	$500.00
26	33.3001-26	Indemnification	1.00	LS	$10.00	$10.00
					TOTAL	$73,965.00

* Payment on quantities other than lump sum will be based actual units constructed

CITY OF PORT ST. LUCIE
PROPOSED BUDGET - GENERAL OPERATING FUND
FY 2012-13

	AUDITED 2009-10	AUDITED 2010-11	BUDGET 2011-12	ESTIMATED 2011-12	PROPOSED 2012-13	PROJECTED 2013-14
REVENUES & SOURCES:						
Property Taxes	$22,077,690	$22,197,775	$22,212,042	$22,087,042	$21,129,787	$21,129,787
Other Taxes	7,666,594	7,557,628	7,520,700	7,480,000	7,194,800	7,224,696
Utility Taxes	4,517,810	8,634,159	8,185,500	9,350,000	9,630,500	9,919,415
Franchise Fees	9,172,607	8,782,461	8,431,500	9,065,000	9,222,000	9,392,140
Licenses and Permits	763,452	714,944	707,181	756,575	753,124	783,124
Intergovernmental	7,178,022	9,221,398	7,025,515	7,267,982	7,337,860	7,437,720
Other	10,281,258	5,048,376	3,887,773	3,946,711	3,871,573	3,891,941
Budgeted Cash Carryforward	0	0	11,476,478	14,137,717	15,164,181	14,867,315
Fund Transfer	2,125,000	31,715	10,000	10,000	10,000	10,000
TOTAL	63,782,432	62,188,456	69,456,689	74,101,027	74,313,825	74,656,138
EXPENDITURES:						
Personal Services	53,802,831	46,944,434	48,065,789	46,865,693	47,050,125	47,250,125
Operating Expenses	10,193,456	11,838,658	11,803,084	11,216,307	11,564,146	11,591,896
Capital Outlay	1,027,113	1,795,503	1,352,347	1,207,883	1,103,846	1,060,933
Debt Services	295,480	214,213	868,238	868,238	890,975	915,425
Fund Transfer - CRA Debt	0	0	0	0	0	0
Admin. Credit	(4,383,301)	(4,054,926)	(4,007,707)	(4,007,707)	(4,139,996)	(4,139,996)
Admin. Charge	75,000	67,500	115,000	115,000	155,000	155,000
Fund Transfer	5,878,720	2,925,776	2,671,432	2,671,432	2,822,415	2,965,895
Contingency- Future Years	0	0	5,193,752	0	0	0
Contingency - Large Claims	0	0	1,000,000	0	1,000,000	1,000,000
Contingency-Financial Policy 8%	0	0	2,394,755	0	9,964,426	10,003,144
TOTAL	66,889,298	59,731,158	69,456,689	58,936,846	70,410,937	70,802,421
SURPLUS <DEFICIT>	($3,106,866)	$2,457,298	$0	$15,164,181	$3,902,889	$3,853,717

Projected Fund Balance			
Beginning	$ 14,137,717	$ 15,164,181	$ 14,867,315
Ending	$ 15,164,181	$ 14,867,315	$ 14,856,861

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Melvin Bush Construction, Inc.
(Here insert full name and address or legal title of Contractor)
Port St. Lucie, Florida
as Principal, hereinafter called the Principal, and Fidelity and Deposit Company of Maryland
(Here insert full name and address or legal title of Surety)
1400 American Lane, Schaumburg, Illinois 60196
a corporation duly organized under the laws of the State of Maryland
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Port St. Lucie
(Here insert full name and address or legal title of Owner)
121 SW Port St. Lucie Blvd., Port St.Lucie, Florida 34984
as Obligee, hereinafter called the Obligee, in the sum of Five Per Cent of the Bid Amount
Dollars ($ 5% of Bid),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

Lift Station SP-24 Replacement
Bid # 20120053

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 19th day of June 2012.

(Witness)

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

Melvin Bush, (Title) President

JoAnn H. Bebout (Witness)

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

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

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLEN, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Francis T. O'REARDON, Todd L. JOHNSON, Joseph D. JOHNSON, JR. and Joseph D. JOHNSON, III, all of Orlando, Florida, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, 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 ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 10th day of May, A.D. 2012.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: _____
Assistant Secretary
Eric D. Barnes

_____
Vice President
Thomas O. McClellen

State of Maryland
City of Baltimore

On this 10th day of May, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLEN, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

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

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and 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 Article V, Section 8, of the By-Laws of the Companies is still in force.

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 ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

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 COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and 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 seals of the said Companies, this 19th day of June, 20 12.

James M. Carroll, Vice President

CERTIFICATION REGARDING LOBBYING

The undersigned Bidder/Contractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying", 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the awards documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352 (1)-(2)(A), any person who makes a prohibited expenditure of fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure]

The Bidder/Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, *apply* to this certification and disclosure, if any.

Company Name: Melvin Bush Construction, Inc

Authorized By: _____ Melvin Bush
(Sign) (Print Name)

Title: President Date: 6/26/12

Project Name: Lift Station #SP-24 Replacement
Project: 33.3024

BUY AMERICA CERTIFICATE OF COMPLIANCE

CERTIFICATE OF COMPLIANCE

COMPLIANCE

The bidder hereby certifies that it will comply with the requirements of 23 C.F.R. 635.410, as amended, and utilize only iron or steel manufactured in the United States, or components made with iron or steel that meet the Buy America requirements. Bidder acknowledges that it will be required to produce Buy America certification(s) from the producer(s) of the steel or iron or components prior to incorporating any such materials into the work or project.

Company Name: Melvin Bush Construction, Inc

Authorized By: _____ Melvin Bush
(Sign) (Print Name)

Title: President Date: 6/26/12

Project Name: Lift Station #SP-24 Replacement
Project: 33.3024

ADDENDUM #4 - REVISED BID REPLY EXCEL SPREADSHEET

SEALED BID #20120053

E-BID

LIFT STATION SP-24 REPLACEMENT

FELIX

Line Item Number	Pay Item Number	Item Description	Unit Quantity		Unit Cost	Total Unit Cost
1	33.3024-1	Bonds and Insurance	1.00	LS	$1,551.00	$1,551.00
2	33.3024-2	Mobilization, per FDOT Section 101	1.00	LS	$19,052.00	$19,052.00
3	33.3024-3	Maintenance of Traffic (F&I), per applicable FDOT Series 600 Standard Index's	1.00	LS	$2,123.00	$2,123.00
4	33.3024-4	Pre-construction Survey Layout (F&I)	1.00	LS	$935.00	$935.00
5	33.3024-5	Post Construction As-built Survey (F&I)	1.00	LS	$820.00	$820.00
6	33.3024-6	Erosion & Pollution Control (F&I), per FDOT Series 102 & 103 Index's	1.00	LS	$610.00	$610.00
7	33.3024-7	6' Temporary Construction Fencing, including Gates (F&I) & Access for Ballantrae Maintenance	1.00	LS	$3,333.00	$3,333.00
8	33.3024-8	Density Testing (F&I)	10.00	EA	$53.00	$530.00
9	33.3024-9	Concrete Slump & Compression Testing (F&I)	2.00	EA	$293.00	$586.00
10	33.3024-10	Clearing & Grubbing, (F&I)	1.00	LS	$1,124.00	$1,124.00
11	33.3024-11	Fine Grade, 1" Below Finish Grade (F&I)	1.00	LS	$876.00	$876.00
12	33.3024-12	Concrete Generator Pad (F&I)	8.00	SY	$152.00	$1,216.00
13	33.3024-13	Concrete Driveway, (4000 PSI), (Fiber Mesh), (6" Thick) (F&I)	85.00	SY	$57.00	$4,845.00
14	33.3024-14	Existing Lift Station By-Pass (F&I)	1.00	EA	$15,690.00	$15,690.00
15	33.3024-15	6" C-900, PVC, Force Main, & Locating Wire (F&I)	40.00	LF	$24.00	$960.00
16	33.3024-16	Epoxy Lined, Ductile Iron Fittings (I)	1.00	LS	$3,786.00	$3,786.00
17	33.3024-17	6" Force Main Isolation Valve (F&I)	1.00	LS	$3,396.00	$3,396.00
18	33.3001-18	Functional Testing - Force Main (F&I)	1.00	LS	$266.00	$266.00
19	33.3001-19	Tie-into Existing Force Main, (Complete), (F&I)	1.00	EA	$475.00	$475.00
20	33.3001-20	1" Water Service Assembly, (I)	1.00	LS	$940.00	$940.00
21	33.3001-21	Dewatering (F&I)	1.00	LS	$6,480.00	$6,480.00
22	33.3001-22	Lift Station, (Complete)	1.00	LS	$30,919.00	$30,919.00
23	33.3001-23	Telemetry (Complete), (I)	1.00	LS	$940.00	$940.00
24	33.3001-24	100 AMP Electrical Service (Complete), (F&I)	1.00	LS	$10,692.00	$10,692.00
25	33.3001-25	Sod (F&I)	1.00	LS	$431.00	$431.00
26	33.3001-26	Indemnification	1.00	LS	$10.00	$10.00
					TOTAL	$112,586.00

* Payment on quantities other than lump sum will be based actual units constructed

Bid Reply Sheet
Bid # 20120053

Lift Station #SP-24 Replacement

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

DIVISION OF: SAME

PHYSICAL ADDRESS: 8526 S W KANSAS AVE.

MAILING ADDRESS: SAME

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

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

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

2. **ADDENDUM ACKNOWLEDGMENT** - Contractor acknowledges that the following addenda have been received and are included in its proposal/Bid:

Addendum Number	Date Issued
1	6.14.12
2	6.19.12
3	6.21.12
4	6.22.12

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

4. **BID RESPONSE:**

4.1 Contractor will / (will not) accept the Purchasing Card (Visa).
(please circle one)

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

4.3 Identify any and all subcontractors to be used in conjunction with this project:

Name of Firm	Address	Description of Work	Contact Person	Phone number
WATERS KEEPER	FT PIERCE, FLA	SOD	DAVID	772.467.1236

*Attached a separate sheet, if needed.

Contractors 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.

5. INSURANCE CERTIFICATES - Contractors are required, in accordance with the Master Contract #20080097, to submit their Insurance Certificate(s) for the type and dollar amount of insurance upon execution of the contract.

6. 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 Contractor. The City reserves the right to hold proposals and Bid guarantees for a period not to exceed 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.

7. CONTRACT – Contractor agrees to comply with all requirements stated in the Technical Specifications for this Bid.

Signature of Company Representative U. [illegible] *Date:* 6.26.12

Name of Company: Felix Associates of Florida Inc

(Balance of page intentionally left blank)

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Name: Lift Station #SP-24 Replacement

Project Location: 1603 S.E. Burning Lane, Port St. Lucie, Florida

Project Number: 33.3024

Project Location: (See Plans/Drawings)

Instructions:

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

Certification

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

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

five hundred 00/100 Dollars (Written) $500.00 (Figures)

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

Certified: FELIX ASSOCIATES OF FLORIDA INC. (Company-Contractor)

By: [signature] Vincent Amesto (President's Signature) (President's Typed or Printed Name)

Sworn to and subscribed before me in MARTIN County, Florida

on the 26th day of JUNE, 2012.

RUSSELL COMBS
MY COMMISSION # DD 07[illegible]
EXPIRES: May 5, 2013
Bonded Thru Notary Public Under[illegible]

[signature]
NOTARY PUBLIC

RUSSELL COMBS
MY COMMISSION # DD 873675
EXPIRES: May 5, 2013
Bonded Thru Notary Public Underwriters

FLORIDA TRENCH SAFETY COMPLIANCE

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96), Laws of Fl., effective October 1, 1990. The bidder further identifies the costs to be summarized below:

	Trench Safety Measure {Description}	Units of Measure {LF,SY}	Unit Quantity	Unit Cost	Extended Cost
A.	Trench Box IF Required	L.S.	1	500.00	500.00
B.					
C.					
D.					
E.					
F.					

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.

Certification Regarding Debarment, Suspension, And Other Responsibility Matters Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

VINCENT J. AMATO
Name

PRES.
Title

FELIX ASSOCIATES OF FLA. INC
Firm

8626 S.W. KANSAS AVE.
Street Address

STUART, FLA. 34997
City, State, Zip

City of Port St. Lucie,
Project Name: Lift Station SP-24 Replacement

Engineer's Project Number: 33.3024

24 CFR 24.510 & 24 CFR, Part 24, Appendix A

-TO BE COMPLETED BY PRIME CONTRACTOR-

UTILIZATION OF MINORITY AND WOMAN OWNED BUSINESS ENTERPRISES

As the potential prime contractor for this project, you are required to utilize Minority and Women Owned Business Enterprises for this project.

Please describe below how the prime contractor will utilize these types of business enterprises with this project:

EMAIL SOLICITATION
FDOT MINORITY LIST

Please provide a listing of any subcontractors who may be utilized on this project that are Minority and Woman Owned Business Enterprises and the percentage of work they will be given:

Subcontractor Name	Percentage of Work
NATURES KEEPER	less than 1%

Signed: _____ Date: 6.26.17
Authorized Signature, Prime Contractor

Project Name: Lift Station #SP-24 Replacement
Project: 33.3024

CERTIFICATION REGARDING LOBBYING

The undersigned Bidder/Contractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying", 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the awards documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352 (1)-(2)(A), any person who makes a prohibited expenditure of fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure]

The Bidder/Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq., apply* to this certification and disclosure, if any.

Company Name: FELIX ASSOCIATES OF FLA. INC

Authorized By: U. [signature] VINCENT J. AMATO
(Sign) (Print Name)

Title: PRES. Date: 6-26-12

Project Name: Lift Station #SP-24 Replacement
Project: 33.3024

BUY AMERICA CERTIFICATE OF COMPLIANCE

CERTIFICATE OF COMPLIANCE

COMPLIANCE

The bidder hereby certifies that it will comply with the requirements of 23 C.F.R. 635.410, as amended, and utilize only iron or steel manufactured in the United States, or components made with iron or steel that meet the Buy America requirements. Bidder acknowledges that it will be required to produce Buy America certification(s) from the producer(s) of the steel or iron or components prior to incorporating any such materials into the work or project.

Company Name: FELIX ASSOCIATES OF FLORIDA, INC.

Authorized By: _____ VINCENT J. AMATO
(Sign) (Print Name)

Title: Pres. Date: 6.26.12

Project Name: Lift Station #SP-24 Replacement
Project: 33.3024

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER
SB#20120053-HQ

State of FLORIDA }

County of ST. LUCIE }

VINCENT J. AMATO, being first duly sworn, disposes and says that:
(Name/s)

1. They are PRES. of FELIX ASSOCIATES OF FLA. INC the Bidder that
(Title) (Name of Company)

has submitted the attached bid;

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

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

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

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

(Signed) V. Amato

(Title) Pres.

STATE OF FLORIDA }
COUNTY OF MARTIN }SS:

The foregoing instrument was acknowledged before me this 26TH JUNE 2012
(Date)

by: VINCENT AMATO who is personally known to me or who has produced

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

RUSSELL COMBS
Notary (print & sign name)

RUSSELL COMBS
MY COMMISSION # DD 873675
EXPIRES: May 5, 2013
Bonded Thru Notary Public Underwriters

Commission No. DD873675

STATEMENT OF NO BID

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

Bid: #20120053

Bid Title: Lift Station #SP-24 Replacement

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

[ ] Insufficient time to respond to the Invitation to Bid

[ ] We do not offer this product or service.

[ ] Our schedule would not permit us to perform.

[ ] We are unable to meet specifications.

[ ] We are unable to meet bond requirements.

[ ] Specifications are unclear (Explain below).

[ ] We are unable to meet insurance requirements.

[ ] Other (Specify below).

Remarks:_____

_____

Company Name:_____ Telephone: ( )_____

Division: _____

Address: _____

_____

Signature: _____ Date: _____

N/A

CHECKLIST
SEALED BID #20120053
Lift Station #SP-24 Replacement

Name of Contractor: FELIX ASSOCIATES OF FLORIDA, INC.

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

✓ Forms to complete:
- Trench Safety Act Form
- Non-Collusion Affidavit
- Certification Regarding Lobbying
- Certification Regarding Debarment
- Florida Trench Safety Compliance Form
- Buy America Certification
- Minority & Woman Owned Business Enterprises Form

✓ Bid Reply Sheet and all requested information, including subcontractor list. (use additional sheets if needed)

✓ Excel Bid Reply Form completed with individual line item costs and total of Bid.

✓ Unit prices/total sum price has been thoroughly checked.

✓ Each Bid Addendum (when issued) is acknowledged. (1 - 4) ATTACHED

✓ 5% Bid Bond (hard copy to be sent in after the opening if replying electronically)

✓ Checklist.

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

FELAS-4 OP ID: EY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/05/12

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

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

PRODUCER Brown & Brown of New York, Inc 2500 Westchester Avenue Purchase, NY 10577	914-253-8400 914-253-8650	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Starr Indemnity & Liability	38318
INSURED Felix Associates of Florida Inc 8526 SW Kansas Avenue Stuart, FL 34997		INSURER B : Harleysville Mutual Ins. Co.	
		INSURER C : Chubb Indemnity Ins. Co.	
		INSURER D : AGCS Marine Insurance Co	22837
		INSURER E :	
		INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Poll $1M/2M GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			SISINRG00080211	12/31/11	12/31/12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 100,000 5,000 1,000,000 2,000,000 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			BA00000024237M	12/31/11	12/31/12	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			SISIXNR01079411	12/31/11	12/31/12	EACH OCCURRENCE AGGREGATE	$ $	10,000,000 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0044727234	12/31/11	12/31/12	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
D	Equipment Floater			MX93027444	12/31/11	12/31/12	Lease/Rent		1,500,000

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

CERTIFICATE HOLDER CITPO-1

City Of Port St. Lucie
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, FL 34987-6099

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Felix Associates of Florida, Inc.
8526 SW Kansas Avenue
Stuart, FL 34997

OWNER:
(Name, legal status and address)
City of Port St. Lucie
121 S.W. Port St. Lucie Blvd
Port St. Lucie, FL 34984

SURETY:
(Name, legal status and principal place of business)
Arch Insurance Company
Three Parkway, Suite 1500
Philadelphia, PA 19102
Mailing Address for Notices
Three Parkway, Suite 1500
Philadelphia, PA 19102

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: $ 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
Liftstation SP-24 Replacement. Bid No. 20120053

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of June, 2012

Ben Baumann
(Witness)

Florence A. Pagan
(Witness)

Felix Associates of Florida, Inc.
(Principal) *(Seal)*

By: [signature] Pres.
(Title)

Arch Insurance Company
(Surety) *(Seal)*

By: Susan Lupski
(Title) Susan Lupski Attorney-In-Fact

Non-Resident Florida License No. P186338

Arch Insurance Company CORPORATE SEAL 1973 Missouri

AIC 0000037383

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

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

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

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

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars ($90,000,000.00).

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

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

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

"VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and, any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

ACKNOWLEDGEMENT OF PRINCIPAL – IF A CORPORATION

STATE OF ...Florida.....} SS
COUNTY OF..Martin.....}

On this.....26th..... day of.....June....., ...2012.... before me personally appeared ....Vincent Amato..... to be known, who, being by me duly sworn, did depose and say; that he/she resides at ...Jupiter,..Florida, that he/she is the .....President..... of ..Felix Assoc. of FL. Inc.... the corporation described in and which executed the within insurance instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

RUSSELL COMBS
MY COMMISSION # DD 873675
EXPIRES: May 5, 2013
Bonded Thru Notary Public Underwriters

.....[signature].....

ACKNOWLEDGEMENT FOR PRINCIPAL, IF LIMITED LIABILITY COMPANY

STATE OF .....} SS

COUNTY OF .....}

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

.....

ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF ...NEW YORK.....} SS
COUNTY OF ..NASSAU.....}

On this ...JUNE 12, 2012....., before me personally came...SUSAN LUPSKI..... to me known, who, being by me duly sworn, did depose and say; that he/she resides in ...NASSAU COUNTY....., State of .....New York.....at he/she is the Attorney-In-Fact of the ...ARCH INSURANCE COMPANY.....the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to ...ARCH INSURANCE COMPANY.....(Surety) his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such; and that such certificate has not been revoked.

.....[signature].....
Notary Public

NY acknowledgment

CAMILLE MAITLAND
NOTARY PUBLIC STATE OF NEW YORK
KINGS COUNTY
LIC. #01MA6006044
COMM. EXP. APRIL 20, 2014

ARCH INSURANCE COMPANY
STATEMENT OF FINANCIAL CONDITION
December 31, 2011

Assets	
Cash in Banks	$ 117,690,832
Bonds owned	1,258,246,334
Stocks	366,270,043
Premiums in course of collection	149,107,088
Accrued interest and other assets	321,772,587
Total Assets	$ 2,213,086,884
Liabilities	
Reserve for losses and adjustment expenses	$ 856,214,624
Reserve for unearned premiums	282,067,655
Ceded reinsurance premiums payable	76,916,745
Amounts withheld or retained by company for account of others	143,263,809
Reserve for taxes, expenses and other liabilities	284,887,844
Total Liabilities	1,643,350,677
Surplus as regards policyholders	569,736,207
Total Surplus and Liabilities	$ 2,213,086,884

By: _____ Senior Vice President, Chief Financial Officer and Treasurer

Attest: _____ Senior Vice President, and General Counsel

State of New York)
) SS
County of Nassau)

Thomas James Ahern, Senior Vice President and Chief Financial Officer and Treasurer and Patrick K. Nails, Senior Vice President and General Counsel being duly sworn, of ARCH INSURANCE COMPANY, Missouri; and that the foregoing is a true and correct statement of financial condition of said company, as of December 31, 2011.

Subscribed and sworn to before me, this 12th day of March, 2012.

Notary Public

PETER J. CALLEO
Notary Public, State of New York
No. 02CA6100333
Qualified in Nassau County
Commission Expires 7/22/2012

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 22nd day of March, 2012.

Attested and Certified

Arch Insurance Company

Martin J. Nilsen, Secretary

Arch Insurance Company CORPORATE SEAL 1971 Missouri

David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

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

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KATHLEEN MARCINKUS, Notary Public
City of Philadelphia, Phila. County
My Commission Expires March 14, 2014

Kathleen Marcinkus, Notary Public
My commission expires 03/14/2014

CERTIFICATION

I, Martin J. Nilsen, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated March 22, 2012 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 12TH day of JUNE, 20 12.

Martin J. Nilsen, Secretary

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

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

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102

Arch Insurance Company CORPORATE SEAL 1971 Missouri

Bid Opening
SEALED BID-20120053-HQ
LIFT STATION SP-24 REPLACEMENT
June 26, 2012 @ 3:00 p.m.

	Name (Please PRINT legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	Steve Bush	Mel Bush Const.	Steve@MBC-Inc.com	T 772-336-0023
				F 772-336-0488
2.	BEN BAUMHOLER	Felix Associates of Fla. Inc	bbaumholer@felixassociates.net	T 772.220.2722
				F 772.220.2728
3.	ROSA REINS	Comm Services	ROSAR@CITYOFPSL	T 772-344-4337
				F
4.	[illegible]	City PSL		T
				F
5.				T
				F
6.				T
				F
7.				T
				F

PRE-BID SIGN-IN
SEALED BID-20120053-HQ
LIFT STATION SP-24 REPLACEMENT
June 13, 2012 @ 10:00 a.m.

	Name (Please PRINT legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	Rosa Reina	City of PSL	ROSAR@CITYOFPSL	T 772 344 4337
				F 772 344 4340
2.	Eric McKendree	MWI Pumps	EricM@MWIcorp.com	T 772-321-0493
				F 772-770-1096
3.	Steve Bush	Mel Bush Const.	Steve@MBC-Inc.com	T 772-336-0623
				F 772-336-0488
4.	Vickie Smith			T
				F
5.	HELEN QUINTANA	CITY of PSL		T
				F
6.				T
				F
7.				T
				F

PRE-BID SIGN-IN
SEALED BID-20120053-HQ
LIFT STATION SP-24 REPLACEMENT
June 13, 2012 @ 10:00 a.m.

	Name (Please PRINT legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	Steve Strickler	Strickler Bros Inc	sjstrickler@embarqmail.com	T 239-267-2050 267-5840
				F
2.	BEN BAUMMIER	FELIX ASSOCIATES OF FLORIDA, Inc.	bbaummier@felix associates.net	T 772.220.2722
				F 772.220.2728
3.	CHARLIE [illegible]	[illegible] ELECTRIC COMPANY	[illegible]	T [illegible]
			[illegible]	F [illegible]
4.	Michael Jolly	City of PSL	MJolly@cityofPSL.com	T 772-344-4127
				F 772-344-4313
5.	STEVE HARDAGE	City of PSL Utility Dept	sshardage@cityofpsl.com	T 772-873-6420
				F
6.				T
				F
7.				T
				F

ADDENDUM #4
SEALED BID #20120053
E-BID
LIFT STATION SP-24 REPLACEMENT
June 22, 2012

The Bid opening date is June 26, 2012 @ 3:00 PM.

Please make the following changes/corrections to the subject bid:

1. Attached to the Bid documents is **Addendum #4 - Revised Bid Reply Excel Spreadsheet.**

    a. The Bid Reply Excel Spreadsheet has been revised to include the Quantities.

2. Bid Item 23 – Telemetry is still on the bid schedule. Addendum 1 clearly states that this is being provided by the City (See Addendum 1 Item 4 first page, and Questions dated 6.13.12 Item 6).

    a. The basic telemetry system is included within the pump control panel that is being provided by the City and is to be installed by the contractor. Any incidental items such as conduits, etc. must be included in the bid. Conduit must be installed by the contractor as need between the panel and the pull box. This item also includes programming the telemetry system as described in Bid Item 23. The existing telemetry panel, tower and associated equipment must be removed and turned over to the City.

3. The quantity for the concrete driveway (Bid Item No. 13) is 60 s.y. and should be 80 s.y. Please clarify.

    a. The quantity of concrete for the driveway is shown as 80 SY. Please see the attached Addendum #4 – Revised Bid Reply Excel Spreadsheet.

Instructions to Bidder:
Each Bidder must acknowledge receipt of any addenda on the Bid Reply Sheet #20120053 in order to have his/her bid or proposal to be accepted.

ADDENDUM #4 - REVISED BID REPLY EXCEL SPREADSHEET

SEALED BID #20120053

E-BID

LIFT STATION SP-24 REPLACEMENT

Line Item Number	Pay Item Number	Item Description	Unit Quantity		Unit Cost	Total Unit Cost
1	33.3024-1	Bonds and Insurance	1.00	LS		$0.00
2	33.3024-2	Mobilization, per FDOT Section 101	1.00	LS		$0.00
3	33.3024-3	Maintenance of Traffic (F&I), per applicable FDOT Series 600 Standard Index's	1.00	LS		$0.00
4	33.3024-4	Pre-construction Survey Layout (F&I)	1.00	LS		$0.00
5	33.3024-5	Post Construction As-built Survey (F&I)	1.00	LS		$0.00
6	33.3024-6	Erosion & Pollution Control (F&I), per FDOT Series 102 & 103 Index's	1.00	LS		$0.00
7	33.3024-7	6' Temporary Construction Fencing, including Gates (F&I) & Access for Ballantrae Maintenance	1.00	LS		$0.00
8	33.3024-8	Density Testing (F&I)	10.00	EA		$0.00
9	33.3024-9	Concrete Slump & Compression Testing (F&I)	2.00	EA		$0.00
10	33.3024-10	Clearing & Grubbing, (F&I)	1.00	LS		$0.00
11	33.3024-11	Fine Grade, 1" Below Finish Grade (F&I)	1.00	LS		$0.00
12	33.3024-12	Concrete Generator Pad (F&I)	8.00	SY		$0.00
13	33.3024-13	Concrete Driveway, (4000 PSI), (Fiber Mesh), (6" Thick) (F&I)	85.00	SY		$0.00
14	33.3024-14	Existing Lift Station By-Pass (F&I)	1.00	EA		$0.00
15	33.3024-15	6" C-900, PVC, Force Main, & Locating Wire (F&I)	40.00	LF		$0.00
16	33.3024-16	Epoxy Lined, Ductile Iron Fittings (I)	1.00	LS		$0.00
17	33.3024-17	6" Force Main Isolation Valve (F&I)	1.00	LS		$0.00
18	33.3001-18	Functional Testing - Force Main (F&I)	1.00	LS		$0.00
19	33.3001-19	Tie-into Existing Force Main, (Complete), (F&I)	1.00	EA		$0.00
20	33.3001-20	1" Water Service Assembly, (I)	1.00	LS		$0.00
21	33.3001-21	Dewatering (F&I)	1.00	LS		$0.00
22	33.3001-22	Lift Station, (Complete)	1.00	LS		$0.00
23	33.3001-23	Telemetry (Complete), (I)	1.00	LS		$0.00
24	33.3001-24	100 AMP Electrical Service (Complete), (F&I)	1.00	LS		$0.00
25	33.3001-25	Sod (F&I)	1.00	LS		$0.00
26	33.3001-26	Indemnification	1.00	LS	$10.00	$10.00
					TOTAL	$10.00

* Payment on quantities other than lump sum will be based actual units constructed

ADDENDUM #3
SEALED BID #20120053
E-BID
LIFT STATION SP-24 REPLACEMENT
June 21, 2012

The Bid opening date is June 26, 2012 @ 3:00 PM.

Please make the following changes/corrections to the subject bid:

1. Attached to the Bid documents is a **Revised Bid Reply Excel Spreadsheet.**

   Items 16, 17, 20, 23, 24, have been revised and all unit quantity figures have been deleted to address additional comments.

   Please submit your bid utilizing the Revised Bid Reply Excel Spreadsheet.

2. Is the City providing the 4" vent scrubber? It is not in the list of materials to be provided.

   As stated in the bid documents, all items not specifically covered in the bid tab shall be considered as incidental to the contract and therefore included in the pay items listed. Also, any item not covered in the attached specifications shall be covered under the latest edition of the City of Port Saint Lucie Utility Systems Department Utility Standards Manual.

Instructions to Bidder:
Each Bidder must acknowledge receipt of any addenda on the Bid Reply Sheet #20120053 in order to have his/her bid or proposal to be accepted.

ADDENDUM #3 - REVISED BID REPLY EXCEL SPREADSHEET

SEALED BID #20120053

E-BID

LIFT STATION SP-24 REPLACEMENT

Line Item Number	Pay Item Number	Item Description	Unit Quantity		Unit Cost	Total Unit Cost
1	33.3024-1	Bonds and Insurance			LS	
2	33.3024-2	Mobilization, per FDOT Section 101			LS	
3	33.3024-3	Maintenance of Traffic (F&I), per applicable FDOT Series 600 Standard Index's			LS	
4	33.3024-4	Pre-construction Survey Layout (F&I)			LS	
5	33.3024-5	Post Construction As-built Survey (F&I)			LS	
6	33.3024-6	Erosion & Pollution Control (F&I), per FDOT Series 102 & 103 Index's			LS	
7	33.3024-7	6' Temporary Construction Fencing, including Gates (F&I) & Access for Ballantrae Maintenance			LS	
8	33.3024-8	Density Testing (F&I)			EA	
9	33.3024-9	Concrete Slump & Compression Testing (F&I)			EA	
10	33.3024-10	Clearing & Grubbing, (F&I)			LS	
11	33.3024-11	Fine Grade, 1" Below Finish Grade (F&I)			LS	
12	33.3024-12	Concrete Generator Pad (F&I)			SY	
13	33.3024-13	Concrete Driveway, (4000 PSI), (Fiber Mesh), (6" Thick) (F&I)			SY	
14	33.3024-14	Existing Lift Station By-Pass (F&I)			EA	
15	33.3024-15	6" C-900, PVC, Force Main, & Locating Wire (F&I)			LF	
16	33.3024-16	Epoxy Lined, Ductile Iron Fittings (I)			LS	
17	33.3024-17	6" Force Main Isolation Valve (F&I)			LS	
18	33.3001-18	Functional Testing - Force Main (F&I)			LS	
19	33.3001-19	Tie-into Existing Force Main, (Complete), (F&I)			EA	
20	33.3001-20	1" Water Service Assembly, (I)			LS	
21	33.3001-21	Dewatering (F&I)			LS	
22	33.3001-22	Lift Station, (Complete)			LS	
23	33.3001-23	Telemetry (Complete), (I)			LS	
24	33.3001-24	100 AMP Electrical Service (Complete), (F&I)			LS	
25	33.3001-25	Sod (F&I)			LS	
26	33.3001-26	Indemnification			LS	$10.00
					TOTAL	$0.00

ADDENDUM #2
SEALED BID #20120053
E-BID
LIFT STATION SP-24 REPLACEMENT

Pre-Bid Summary Minutes
&
CD of Recorded Meeting

ADDENDUM #2
SEALED BID #20120053
E-BID
LIFT STATION SP-24 REPLACEMENT

Pre-Bid Summary
June 13, 2012 10:00 A.M.

Attendees:
Helen Quintana, City of PSL OMB
Vickie Smith, City of PSL OMB
Rosa Reina, City of PSL Comm. Service
Steve Harnage, City of PSL Utilities
Michael Jolly, City of PSL
Eric McKendree, MWI Pumps
Steve Bush, Mel Bush Construction
Steve Strickler, Strickler Brothers Inc.
Ben Baummier, Felix Associates of Florida, Inc.
Charlie Hoppmann, Bellwether Electric Company

Helen introduces herself and announces the Pre-Bid conference, which we are calling at this time Lift Station SP-24 Replacement. That terminology may be changed; we're going to clarify that. Helen introduces in house personnel.

Rosa Reina: With the Community Services Department, we oversee the Grant Funding of which a good portion of the project is being funded with the Community Development Block Grant; which includes the Davis Bacon portion of the project and any of those Federal regulations, as well.

Steve Harnage: With the Utility Department will be the project manager. Laney Southerly is the Engineer of Record for the project and he couldn't be here today so I'll do what I can to answer questions.

Mike Jolly: Supervisor of the Lift Station; just here to oversee and answer any questions that I can.

The bid is open to five contractors and for those contractors two of which are present; I'm going to give you a list of questions that we started addressing and we hope to finish maybe in this session. Those are for the contractors who are allowed to bid on this project. The bid will open next week on June 19th that has not been changed, at 3:00. This is an electronic bid and we're not accepting any hard copies at 3:00 pm on the 19th that bid will be locked and nothing else will be able to be submitted and that's when we'll download and review them. Some of the specific requirements: we are asking for a 5% bid bond and if you've bid on it before, you know what the process is to upload a copy of your bid bond and then see that we receive it no later than three days following the bid opening, the original one. The last date for questions is open

because I hope we can make a determination here today when we need any additional questions to be submitted by, because I have to do an addendum following this meeting and I'd like to include any additional questions to be included in that addendum. So if you can give them to me today, that would be excellent. All questions are to be submitted in writing to my attention. I have business cards here and my email address is included in my bid document. Item 1.9 (I'm just going to go down the list of things that are required in this bid for the process) which the contractors know how to do this, so because there are only two contractors here, you can download the bid which you probably already have or any addendum. Complete the e-bid reply sheet; make sure that it's signed. Upload the e-bid reply sheet, the Excel Spreadsheet, the pricelist, and required Federal forms, which are included in the bid documents. And I think we addressed that in the questions, someone had had a question about that.

Rosa: Because the project has two thousand or more in federal funding, Davis Bacon is required, which for those of you who worked on projects that are federally funded, that's certified payrolls that applies to the prime contractor and also contractors that need to be submitted along with the invoices through the project manager. Then I review the certified payroll to make sure that there are no laborers working on the project that whose classification is outside of what's on the wage decision, whose rates are outside of what's on the wage decision and that's what I will be looking at and contacting the prime contractor if there's anything that needs to be addressed on that point. The classifications for the project are already listed on the wage decision, any classification that you feel you need outside of the wage decision has to go through the Department of Labor and could take up to 45 days.

Helen: As I said the forms that you need to complete are included. We have a little work left to do on this project, because there have been some changes made that you haven't received and I'm going to ask Steve to address those changes. Some of them I have copies of, but I do need to say that anything stated in this conference will not be valid. What you receive in the addendum will be the official response to any questions or any clarifications that are made, so be sure to make sure that I receive your questions to be included in that addendum. So we have Steve Harnage and Mike Jolly here and I'm going to turn this over them to go into the technical part of the bid.

Steve: The change that was mentioned is basically just the pump out connection of the bypass connection. It was originally shown over here and we moved it out of the way over here. Hopefully, that's going to help out the situation when we move this valve out. Other than a couple of notes, we took out the option of a line stop; it's a valve insertion only that we're going to put in here. We added the note that, just to clarify, that the lids going to be replaced, the top of the valve ball. We are using the existing valve ball. We're putting a ten inch riser on the top just to bring the top up some. We are going to replace the top. We're going to put a new patch safety grade and try to bring it up to the current specs.

Question: Are you going to send out another set of plans?

Steve: Yeah. You guys have any questions on what you see here, or anything else that's not been addressed already in writing?

Question: The valve insertion, is there any way possible we could just go ahead and cut in? Because what we have to do is, we have to use that pump out connection to bypass pump and I think it would be better if we kept that valve in.

Steve: The closest valve that we know of is up on Walton and Tiffany and it's quite a ways away.

Mike: It will affect other lift stations also.

Steve: There may be one at the intersection of Burning and Tiffany, but we don't show that on records and we went out and looked in the field, and couldn't find it. This line, that force main was added like in '81 quite a bit of time after that Tiffany line was put in, so we kind of thought there may be a valve there when they tapped it, but we can't find it. If that was there it would be a lot easier, without that being there, the valves are quite a ways down the road.

Steve: The other thing we're looking at is, if we don't do a (garbled) valve, you're going to shut down the hospital, which is a big issue. That was our biggest reason for that.

Question: Any reason why you can't do a line stop instead of a (garbled)?

Answer from another attendee: If you did a line stop like Steve said, at least, I think the valve insertion's going, it's six of one half dozen of the other, but the line stop's probably going to be a little bit cheaper. The only reason why I say that is because we've...

Steve: I guess we can look at that and add another valve here because we want a valve to be a rise like this in the future, we want to make sure that there's more on this side of the pump out. So we can talk to Laney when he gets back and see if he wants to go that route with the line stop and the valve.

Question: Is this bid going to be extended?

Helen: It may be; if we need to make additional changes and clarifications.

Question: Because right now we don't have a revised set of plans.

Helen: That's true, there's going to be a new addendum.

Question: It kind of should be extended.

Question: I'm sure there is going to be more questions that we're going to come up with after the meeting as well.

Question: The main thing I had after reviewing the plans and everything was it looks like you clarified it, this is a rehab, we're not pulling out the old station and putting in a brand new one. 'Cause it was kind of deceiving, because you had old lift station over here and on the next page you had a new lift station.

Steve: That was just included to show what you're doing.

Question: Yeah, I was confused when I first looked at it, then I saw everything was identical, I thought hmm maybe, then I had to read through.

Question: I have other questions that I'll pose here, do I need to send these in an email form?

Helen: Yes, please.

Question: But, I can bring them up here?

Helen: Yes. But I want to get clarification on that last question. This is a rehab not replacement?

Steve: We're not replacing the wet well, we're replacing everything inside the wet well, relining it, we're replacing the control panel, we're moving the valve ball, replacing all the pipe that was originally in the valve ball, it's all going to be above ground piping per current detail; but as far as the wet well, is pretty much the only thing that is going to stay. It's a new panel; we're relocating the location of the panel so you're going to have to extend the power from where it is now over to the new location.

Question: The one thing that's kind of unclear in here is what we are actually doing for you too. Because you've given a list of semi list of materials, and now I understand that you're providing a fence too. So basically all we're doing is, we're re-plumbing this, bypass pumping this, demoing what's there and then providing the surface treatment. That's all we're doing, but in your bid schedule, you have pay items for telemetry and stuff like that and as I understand it, that's included in the panel.

Steve: It's in the panel but what you're going to be required to do is, we should have right now the fiber installed to the site. You're going to have to run the conduit from here to the telemetry panel or the control panel that has telemetry in it, you're going to have to pull that cable in (the fiber cable), you're going to have to then do the coordination with the fiber contractor, the City is going to terminate inside the panel, but what you'll need to do is coordinate with the plant site where they (garbled) is talking to. From here to the plant, all this would have to be done.

Question: Well, that would be done by whoever your SCADA provider is in the panel. So that would be a service that you would provide with a control panel.

Steve: That is listed as an item for you to pay for.

Question: Who is the panel provider?

Steve: Curry Controls.

Question: So we need to call them to get a price for coordinating, right?

Steve: Correct.

Helen: Now you gave me a spec from Curry. Is that something...?

Steve: What I gave you was a copy of the invoice from Curry Controls. We purchased the control panel from them.

Helen: Oh, you already purchased the control panel.

Steve: Right.

Question: Now does this have the MultiTrode unit in it?

Steve: No, it does not, and I included, you have not received yet, I did send the shop drawings, but we can get you all a copy of the control panel.

Question: Good, because that was one of my questions. More so for our electrician whoever that... And then also the ....

Helen: Do you want me to pass out the copy that you gave me and then...

Steve: Yeah, that'd be fine.

Helen: And it will be included in the addendum.

Steve: And that will give them a list of all the materials that we have already purchased.

Question: Can you give the comps?

Steve: We have the comps we have ...

Question: With all the materials that you guys are supplying: the panel, the pumps, telemetry, are you installing them or are we installing them?

Steve: You're installing them. What we've done is we've purchased and will get you a list of everything we've purchased; we want to give it to whoever wins the contract to install and everything.

Question: Are you providing the pressure transducers?

Steve: I believe the pressure transducers are in the invitation to bid.

Question: Are you providing the fiber optic cable?

Steve: The cable is, it should be at the site coiled and the box here to be pulled through the conduit.

Question: So the box isn't outside (as it shows).

Steve: The way it's shown here, I haven't gone out there since they finished it, but I think it's over here, now we'll find it.

Mike: They put two boxes in, what they were talking about was pulling it to here, then coming from here to here.

Question: So, there's enough cable already there though, the electrical contractor will have to install a conduit from that second box to the control panel, pull in the cable and that's the extent of it. The City handles the termination (garbled) fiber?

Steve: Correct.

Question: Who are you getting your fence from?

Mike: It was "A Great Fences" who ended up winning the ....

Question: The only reason I ask, 'cause I can probably get a price from them to do the temporary fence.

Mike: That's who ended up getting the bid. We used three companies and ...

Question: Do you have the operating pressures on the force main and GPM, it's not noted on the diagram? I need that for a bypass pumping.
Steve: Okay, I'll have to get that for you because I don't have that with me.

Question: And the flows to the lift station, so we can size the bypass pump.

Question: Is the City providing generator or is it provisioned for future generator?

Steve: That is going to be just a pad set up so we can bring in a generator and set it there when we need it, and then just connect in here.

Question: What kind of termination do you want there?

Steve: From what I understand, you're just going to have conduits there right now.

Question: Just n o wire, no nothing?

Steve: I don't think you would have any wire there.

Question: Can you clarify what is exactly going to be done with those conduits, because at currently under construction I have (garbled) there has been some conflict within the field with the buildings inspector about where the conduits are supposed to go and this plan doesn't give any detail and I just want to try to avoid that in the future? I guess we want to know if they're supposed to terminate in the control panel or just stuck up out of the ground and some more specific dimensions would be, certainly before construction would be appropriate, I think.

Steve: You see all the conduits, one of them's for your cable going to your power a charger, and the other one's for cable just to go to the breaker inside the panel, emergency breaker.

Question: So, does the control panel design have provisions to serve the loads for a future generator for the jacket water heater, or will that, I mean, that's sort of out of the scope of the bid anyway...

Steve: Right now I believe the control panel just has a (garbled) receiver receptacle for the generator.

Helen: I just want to add to, do not get these confused with the addendum, what is in the addendum will be labeled and those will be official plans. This is so that we can have a little more information and clarification.

Question: Dewatering is shown on the bid schedule. What's that for?

Steve: It was in there, I don't know that you would need it, but if you needed to do any, I don't see why you would.

Question: Well if you are having a liner installed...

Steve Bush: It's going to be a spray liner... I don't want to give out to much information, but if that whole station is leaking you're going to have to dry it up to be able to seal it before you coat it. That's what I would think the dewatering would be for.

Question: That would be your coating contractor?
Steve: We would end up having to do it.

Question: What's the condition of the lift station?

Steve: It's actually in pretty good condition. It's not ...

Question: Do you have any infiltration?

Steve: If there is, it's not considered significant, that's for sure. We can go out there after this meeting and take a look, look inside it...

Question: That's the only reason I ask, I agree with you, if the station is in relatively good condition and there's no leakage then, but I agree with Steve if it's bad...

Steve Bush: I would leave the item in there, that way there's no ... If it doesn't get used, it doesn't get used.

Question: Is the power supply on site in alignment with what the proposed pumps are going to be? Is there 240 volt 3 phase on site?

Steve: Yes. It is.

Question: What about getting the power to the new control panel electric service location? It's underground service in that neighborhood?

Steve: Yes.

Question: Who's going to pay FPL fees if any? Has anybody checked with FPL? Are the pumps bigger than the existing pumps?

Steve: I think they are 9.4's in there now, we're putting 10's in there. It's basically all the same size.

Question: So probably no work needed by FPL?

Steve: It just has to be extended from where it is now, over here to my knowledge.

Question: Can the existing transformer location be shown on the drawings or is it too far away?

Steve: It's basically on this lot over here, across the street.

Question: There are other bidders that aren't present here and they will have to bid to re-pull the wire to that transformer, unless you want to install some sort of splice box on the existing FPL secondary and extend it over to the new electric service location?

Steve: Well, with the driveway plan to be here...

Question: We could get a traffic rated splice box, but, or it could be backed up outside of the driveway, it's all in what the City wants to purchase I guess, that's why I'm asking.
Steve: The way we have it right now, if it takes going to the transformer that's what we need to do.

Question: I think we should clarify what the City wants so that everybody bids the same thing, because it could be done either way.

Helen: So you will put that in writing?

Question: Yes.

Question: Will the City provide documents for electric permit plans or is that up to the contractor to provide?

Steve: It should all be up to the contractor.

Steve: Water service right now the meter is over at the control panel, we're moving it all back. Showing the detail is on page 6. Moving it over here by the fence, meter, RPZ and hose bibs all going to be right over here.

Steve: There was a question about open cut, we answered that in there, no open cut, you're going to have to do road closure over at *Higdon* and *Cascella*.

Question: *Higen*?

Steve: Higdon.

Question: So it's local traffic only then.

Question: We could road plate that. I mean, we can get the kind of like steel bridging.

Question: 'Cause it's only allowed to be closed for three days, so we're going to be (garbled) time out; Should be able to do it in the afternoon (garbled).

Question: You're only given 30 days for this project, huh?

Question: Is the City already in possession of the control panel?

Steve: Yes. I think that everything on the..., that you've got listed we have.

Question: Do we know if the control panel has the appropriate parts in it to facilitate the floodlight? I know we've had that problem in the past.

Steve: What problem did you have?

Question: There was no switch installed to control the floodlight.

Steve: I'd have to look, I'm not sure. I've got the shop drawings; you can take a look at that and see.

Helen: The drawings?

Steve: Yeah, it'd be in there if it's there.

Helen: These?

Steve: There should be additional sheets similar to that showing what the control panel looks like.

Helen: So we'll include all that with the addendum.

Helen: One more thing, once we get to the site, you won't be able to ask any questions there. I won't have a recorder there, I won't have any one there taking notes, so be sure you ask all the questions you want here and put them in writing. So take notes when you get there; if you have additional questions please.

Question: (Garbled) the last day for questions, then the bid date will have to be extended based on today's meeting and on site meeting?

Helen: Well, today's not the last day, I just asked you to have them in by today, if you could. We'll give you until Friday.

Question: But do you think this is going to be extended?

Helen: In all fairness, I think we will take all that into consideration because there is quite a bit here that we have to address and the engineer needs to be involved in that, is that correct Steve?

Steve: Yeah, we'll get (garbled) involved in the questions.

Question: Which liners do you prefer to be used on this job? I mean not liners, but coating?

Steve: We have a couple listed on our qualified products list and Strong Seal is one of them.

Mike Jolly: Super Coat is the other, but as far as I know we're not allowed to use them. I don't know if there's a thing if a contractor can use them, but I know the City can't use them as a contractor.

Question: Well, if they're on your list then it's not (garbled).

Steve: We'll have to adjust that. But and that's something that you can use without submitting any (garbled) submittals, but if you have something else that's comparable you want us to look at, we can look at that, it just takes a little bit of time.

Question: One more thing to clarify; this poor gentleman's been sitting here, I don't think he understands that there's only five bidders...

Question: I didn't realize you had to be pre-qualified with the City.

Question: This guy came from the West Coast of Florida.

Question: Actually, I'm from Kissimmee...
Helen: I'm sorry about that. We put it on the invitation to bid.

Question: That wasn't on the one that I got.

Helen: Okay.

Question: Yeah, I just got it from the Florida bid list.

Helen: Sorry about that!

Question: It's alright, nice day for a drive.

Helen: Any more questions before we go to the site? Okay, then we are going to close this conference and go to the site.

Adjourned 10:35 a.m.

Instructions to Bidder:
Each Bidder must asknowledge receipt of any addenda on the Bid Reply Sheet #20120053 in order to have his/her bid or proposal to be accepted.

ADDENDUM #2
SEALED BID #20120053
E-BID
LIFT STATION SP-24 REPLACEMENT

Questions and Answers

ADDENDUM #2
SEALED BID #20120053
E-BID
LIFT STATION SP-24 REPLACEMENT
June 19, 2012

Additional Questions and Answers:

The following questions and answers are in addition to those provided in Addendum #1:

1. Please take a look at "EXHIBIT A" in the technical specifications. The following Item Numbers need clarification 12,14,16,17,19,20,21,22,&23. The descriptions do not match the scope of work as outlined in the General Conditions. The descriptions need to be revised to reflect what the City is purchasing and is this a "Replacement project or a "Rehabilitation Project". Please clarify. Please and specifications are confusing.

This project is a lift station "Rehabilitation" and as such many components are "replaced". Replacement and Rehabilitation are used interchangeably.

Items 14, 15, 16, 17, 19, 20, 22 & 23 in "EXHIBIT A" of the Technical Specifications - Pay Item Descriptions - have been revised.

2. Reference is made to a statement in the scope of work that the City will purchase materials for the project. Please provide a detailed list of all materials to be purchased.

3. *A detailed list of items purchased by the City is provided as an Attachment. In addition to those items, the City will purchase:*

   a) *Stainless Steel Power Disconnect Switch*
   b) *Aluminum Wetwell Hatch with Safety Grate*

The bidders are responsible for any other items needed to complete the project.

Questions Received on 6/7/12

1. Is this a Davis- Bacon project? Rates are posted in the bid documents on page 31 of 56. Please clarify.
Yes, see page 13 thru 24 & 30 thru 36.

2. Does this project require certified Payroll?
Yes.

3. Is this project a buy American project?
Yes, see pages 13 & 53.

Questions Received on 6/13/12

1. Please provide dimensions and details about the two 2" PVC conduits between the generator slab and the electrical equipment. Do the conduits stub up and cap or terminate into the control cabinet?

Dimensions and details will be added to the revised plans (See Revised Attachment "B").

2. The construction schedule is listed as 30 days. The specifications call for 316 stainless steel hardware and disconnect switch. These items require some lead time as they are not normal stock items. Presumably there will need to be review and approval of shop drawings before these items can be ordered. Please detail how the contractor is supposed to complete the project in the time stated given the constraints above. Will the completion of submittal approval be done before the 30 days begins?

Please see the additional items to be purchased by the City.

3. The fiber optic pull box is located in a different place than shown on the drawings. Please advise.

The actual installed location of the pull box will be shown on the revised plans. (Please see Revised Attachment "B".)

Instructions to Bidder:
Each Bidder must asknowledge receipt of any addenda on the Bid Reply Sheet #20120053 in order to have his/her bid or proposal to be accepted.

ADDENDUM #2
SEALED BID #20120053
E-BID
LIFT STATION SP-24 REPLACEMENT

Revised Attachment "A" – Technical Specifications

CITY OF PORT ST. LUCIE

Addendum #2
Revised Attachment "A"
TECHNICAL SPECIFICATIONS

SEALED BID #20120053

LIFT STATION #SP-24 REHABILITATION

SYSTEMS DEPARTMENT
PROJECT # 33.3024

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END OF SECTION

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Scope and Intent:

The Project consists of the rehabilitation of the existing lift station and all associated piping, piping connections, fencing, new concrete driveway, relocation of electrical service, lift station level controls, control panel, fiber optic telemetry and accessories, and all other items identified on the Contract Drawings.

Many of the materials for the project are intended to be purchased by the City to be installed by the Contractor. The items to be purchased by the City include the following generic items. A more detailed list is included later in the bid package.

- Pumps (Flygt model 3127, 10 HP)
- Pump Base Plates
- 2" Guide Rails and Brackets
- Float Rack
- Discharge Piping (from pumps to the connection to the existing force main)
- Plug Valves and Check Valves (from pumps to the connection to the existing force main)
- Ductile Iron Fittings (from pumps to the connection to the existing force main)
- Pressure Transducers
- Pressure Gauges
- Control Panel with Fiber Optic Telemetry Capability
- Water Service and Meter Assembly

The Project also consists of Maintenance Of Traffic (MOT) required to maintain the traffic flow on all streets affected. The Contractor is responsible to provide all barricades, signs, cones and signals necessary for the MOT as per all applicable FDOT standards.

Existing Facility Operation: The Contractor shall maintain by-pass pumping to provide wastewater service to the area serviced by the existing lift station until the lift station is completely rehabilitated, successfully tested and certified by City of PSLUSD.

All items not specifically covered in the bid tab shall be considered as incidental to the contract and therefore included in the pay items listed. Also, any item not covered in the attached specifications shall be covered under the latest edition of the City of Port Saint Lucie Utility Systems Department Utility Standards Manual.

The City will be providing a staging area for the Contractor that is approximately 36' x 125'.

END OF SECTION

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GENERAL CONDITIONS

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Act of God*—The words "Act of God" mean an earthquake, flood, hurricane or other cataclysmic phenomenon of nature. Rain, wind or other natural phenomenon of normal intensity, including extreme rainfall, for the locality shall not be construed as an Act of God and no reparation shall be made to the Contractor for damages to the work resulting there from, and no extension of time shall be allowed the Contractor because of such phenomena.

2. *Application for Payment*—The form acceptable to Engineer/City which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by supporting documentation.

3. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

4. *A.S.T.M. Designation*—Wherever the letters "A.S.T.M." or "ASTM" are used in these Specifications, it shall be understood as referring to the American Society for Testing Materials. When reference is made to a certain Designated Number of a specification or test as set out or given by the American Society for Testing Materials, it shall be understood to mean the current, up-to-date standard specification or tentative specification for that particular process, material or test as currently published by that group.

5. *Bid*—The written offer of the Contractor to perform the work and to furnish the labor and materials described by the contract documents at the prices quoted when made out and submitted on the prescribed proposal form properly sealed and guaranteed. "Bid" may be used interchangeably with "quote" or "proposal." The Bid shall be considered part of the contract documents.

6. *Change Order*—A written order issued by the City and accepted by the Contractor authorizing an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Contract.

7. *Claim*-A demand or assertion by City or Contractor seeking an adjustment of Contract Price or Contract times, or both, or other relief with respect to the terms of the Contract.

8. *Contract*—The entire and integrated written agreement between the parties, which supersedes all prior negotiations, representations, or agreements either written or oral. The contract documents form a contract between the City and the Contractor setting forth the obligations of the parties thereunder, including but not limited to, the performance of the work and the basis of payment. This includes the contract, invitation to bid or formal quote, Contractor's Bid, technical specifications, and any contract amendments, addendums, change orders, and plan drawings.

9. *Contract Addendum*—Special provision(s), exhibits, supporting documentation, etc., intended to supplement the Contract. Contract Addendum shall be considered part of the contract documents.

10. *Contract Documents*—Those items so designated in the Contract. Only printed or hard copies of the items listed in the Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

11. *Contract Price*—The moneys payable by City to Contractor for completion of the Work in accordance with the Contract Documents.

12. *Contract Times*—The number of days or the dates stated in the Contract to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

13. *Contractor*—The individual, firm, partnership, or corporation, and his, their, or its heirs, executors, administrators, successors and assigns or the lawful agent of any such individual, firm, partnership, or corporation, or his, their or its surety under any contract bond, constituting one of the principals to the Contract and undertaking to perform the work herein specified. Where any pronoun is used as referring to the word "Contractor", it shall mean the Contractor as defined here.

14. *Cost of the Work*—See Section 11.01 for definition

15. *Critical Path*-The longest series of tasks that runs consecutively from the beginning to the end of the Work, as determined by time duration and workflow sequence. This longest path sets the managerial standard for how quickly the Work can be completed.

16. *Drawings*—That part of the Contract Documents prepared or approved by Engineer, which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined. The term "Drawings" and "Plan Drawings" may be used interchangeably.

17. *Engineer*—The individual or entity named as such in the Contract Documents.

18. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

19. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

20. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

21. *Inspector*—The authorized representative of the City or any regulatory agency that has jurisdiction over any portion of the Work.

22. *Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

24. *City*—City of Port St. Lucie, a political subdivision of the State of Florida. The terms "Owner" and "City" may be used interchangeably in the Contract Documents.

25. *PCBs*—Polychlorinated biphenyls.

26. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

27. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times. The terms "Progress Schedule" and "Schedule" may be interchangeably.

28. *Project*—The subject of the Work and its intended result.

29. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

30. *Resident Project Representative*—The authorized representative of Engineer and City who is assigned to the Site or any part thereof. The Resident Project Representative (RPR) may be assigned on a full-time basis or a part-time basis.

31. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

32. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

33. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

34. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information, which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

35. *Site*—Lands or areas indicated in the Contract Documents as being furnished by City upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by City, which are designated for the use of Contractor.

36. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

37. *Subcontractor*—An individual, partnership, or corporation supplying labor, equipment, or materials on behalf of or at the request of the Contractor for work on the project site.

38. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer and City, it can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion. Substantial Completion of work shall be evidenced by the ability to place and keep into service the new facilities including the attainment of release for service from all agencies having jurisdiction. The Contractor shall take this requirement into proper account when developing a proposed project schedule. In general, Substantial Completion is evidenced by the ability of the City to use all features of the new facilities for their intended purpose, as defined by the Engineer.

39. *Superintendent*-The representative of the Contractor authorized in writing to receive and fulfill instructions from the Engineer/City's representative, and who shall supervise and direct construction of the Work.

40. *Supplier*—A manufacturer, fabricator, supplier, distributor, material man, or vendor who furnishes materials or equipment to be incorporated in the Work at the request of the Contractor or Subcontractor.

41. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

42. *Unit Price Work*—Work to be paid for on the basis of unit prices.

43. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

44. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Contract and signed by City and recommended by Engineer

ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

45. *Written Notice*-Written notice shall be considered as served when mailed to the designated representative of the Contractor by registered or certified mail to the individual, firm, or corporation to the business address stated in the Contract Documents. Change of Address: It shall be the duty of each party to advise the other parties to the Contract as to any changes in his business address until completion of the Contract.

1.02 *Terminology*

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

B. *Intent of Certain Terms or Adjectives:*

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

C. *Day:*

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

D. *Defective:*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by City at Substantial Completion in accordance with Section 14.02 or 14.03).

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

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

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

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Copies of Documents*

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

2.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.03 *Before Starting Construction*

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

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

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

4. The schedule of values shall be broken down in sufficient detail, and by appropriate categories, to allow the proper distribution of project costs and is subject to acceptance by the Engineer. The format and presentation method used

for the schedule of values shall be as required by the Engineer and is subject to the Engineer's approval. An extremely detailed schedule will be required.

B. The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved shop drawings or product data for such portion of the Work.

C. By executing the Contract, the Contractor represents that he has visited the site, reviewed available plans of existing facilities, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

Before any Work at the Site is started, a conference attended by City, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Section 2.05.A., procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

A. At this Conference the City, Engineer and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review the schedule submitted for acceptability. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer and City if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer or City responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer and City if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer and City as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

GENERAL CONDITIONS

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The documents collectively defined as the Contract Documents are complementary; what is required by one document is as binding as if required by all.

B. The intent of the plans, specifications and other Contract Documents is that the Contractor furnishes all labor and materials, equipment, supervision and transportation necessary for the proper execution of the Work unless specifically noted otherwise. The Contractor shall do all the Work shown on the plans and described in the Specifications and other Contract Documents and all incidental Work considered necessary to complete the Work or improvement ready for use, occupancy, or operation in a manner acceptable to the Engineer and City.

C. Failure to report a conflict, error, ambiguity or discrepancy in the Contract Documents shall not excuse the Contractor from completing the Work according to the terms & specifications in the Contract. If, during the performance of the Work, the Contractor finds an error or discrepancy between the specifications and the drawings, the specifications shall govern over the drawings. If the drawings disagree in themselves, figures shall govern over scaled measurements, large scale drawings shall govern over small scale drawings, the greater quantity of work or materials shall be furnished or performed; descriptive writings shall govern over legends indicating material or conditions.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time the bid, quote, or proposal is prepared except as may be otherwise specifically stated in the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard,

specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work materially affected by the conflict (except in an emergency as defined herein) until approved by the Engineer.

3. The Contractor will not be allowed to take advantage of any errors or omissions in the Plans and Specifications. The Engineer will provide full information when errors or omissions are discovered.

4. All work indicated on the Plans and not mentioned in the Specifications or vice versa, and all work and material used and necessary to make the work complete in all its parts, whether or not they are indicated on the Plans or mentioned in the Specifications, shall be furnished and executed the same as if they were called for by both the Plans and Specifications.

B. Resolving Discrepancies:

1. Except as may be otherwise specifically stated the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

   a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or

   b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by an Amendment, Change Order, or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;
2. Engineer's approval of a Shop Drawing or Sample; or
3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or

2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of City and Engineer and specific written verification or adaptation by Engineer.

B. The prohibitions of this Section 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. The data furnished by City or Engineer to Contractor, or by Contractor to City or Engineer, that may be relied upon are superseded by the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. City shall furnish the Site. City shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

C. The contractor shall have full responsibility with respect to determining subsurface conditions at the site.

4.02 *Subsurface and Physical Conditions*

A. Reports and Drawings:

Subsurface Explorations and Reports: Subsurface explorations, reports, and drawings are supplied for informational purposes only and are not part of the Contract

Documents. Groundwater table elevations shown in reports, if any, are known to be highly variable (seasonal and otherwise). The Contractor shall have full responsibility with respect to determining subsurface conditions at the site.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Section 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith, notify City and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith until receipt of written order to do so.

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

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, may be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

   a. such condition must meet any one or more of the categories described in Section 4.03.A; and

   b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Sections 9.04 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Times if:

   a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to City with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

   b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas to be conducted by or for Contractor; or

c. Contractor failed to give the written notice as required by Section 4.03.A.

3. If City and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Section 10.04. However, neither City or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to City or Engineer by the owners of such Underground Facilities, including City, or by others.

1. City and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

2. The cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all such information and data;

b. locating all Underground Facilities shown or indicated in the Contract Documents;

c. coordination of the Work with the owners of such Underground Facilities, including City, during construction; and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

4.05 *Reference Points*

A. Engineer shall provide engineering surveys to establish reference points for construction, which in Engineer's judgment, are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of City. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel. All locations shown on the drawings are established from a baseline, the bearing and starting point of which are identified on the drawings. All construction staking shall be provided by the Contractor's professional surveyor.

Grades shown are finished grades. Written dimensions on the plans have preference over scaled dimensions. All elevations are based on the NAVD 88, unless otherwise noted.

4.06 *Hazardous Environmental Condition at Site*

A. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created by Contractor or created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

B. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency); and (iii) notify City and Engineer (and promptly thereafter confirm such notice in writing). City shall promptly consult with Engineer concerning the necessity for City to retain a qualified expert to evaluate such condition or take corrective action, if any. Contractor shall be held fully responsible for any hazardous conditions created by Contractor or any Subcontractor.

C. Contractor shall not resume Work impacted by a hazardous condition until directed to do so in writing by the Engineer. If City and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefore as provided in Section 10.04.

D. If after receipt of such written direction, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then City may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. Contractor shall not be paid for any work that is deleted. If City and Contractor cannot agree as to the amount or extent of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefore as provided in Section 10.04. City may have such deleted portion of the Work performed by City's own forces or others.

ARTICLE 5 – NOT USED

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor

shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction, which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to City and Engineer except under extraordinary circumstances. The superintendent will be the Contractor's representative at the Site and shall have authority to act on behalf of the Contractor. All communications given to or received from the superintendent shall be binding on the Contractor.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey, layout, and construct the Work as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without City's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

C. City Holidays – Check with City for the actual observed day(s).

1. New Years Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving and the day after
9. Christmas Eve and Christmas Day
10. New Year's Eve

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of City. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's opinion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's opinion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. City reserves the right to approve proposed "or equal" items. In general, "or-equal" items will

not be considered after the bid date unless the drawings or specifications specifically state "or equal" in the description of the particular item of equipment or material. For the purposes of this Section, a proposed item of material or equipment may be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the City or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

a. If in Engineer's opinion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefore. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. Any requests for the use of substitute items shall be made within 10 days of the effective date of the Contract.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design;

b) be similar in substance to that specified;

c) be suited to the same use as that specified; and

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with City for other work on the Project) to adapt the design to the proposed substitute item;

c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty; and

3) will identify:

a) all variations of the proposed substitute item from that specified;

b) available engineering, sales, maintenance, repair, and replacement services; and

4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each substitution proposal or submittal made. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the judge of acceptability subject to the City's approval. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee:* City may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Engineer's Cost Reimbursement*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse City for the reasonable charges of Engineer for evaluating each proposed substitute. Contractor shall also reimburse City for the reasonable charges of Engineer for making changes in the Contract Documents resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall be fully responsible to City and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work on behalf of or at the request of the Contractor, just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between City or Engineer and any such Subcontractor, Supplier or other individual or entity; nor

2. shall create any obligation on the part of City or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

B. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work on behalf of or at the request of the Contractor. The Contractor shall not change Subcontractors named on the bid form unless specifically requested in writing and approved by the City or Engineer.

C. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor. City or Engineer may furnish to any such Subcontractor, Supplier or other person or organization, to the extent practicable, evidence of amounts paid to Contractor in accordance with Contractor's Applications for Payment.

D. The divisions and sections of the Specifications and the identifications of any plan drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

E. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier, which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of City and Engineer.

6.07 *Permits*

A. *The Contractor shall be required to secure all necessary permits from St. Lucie County and the City of Port St. Lucie. The Contractor shall be responsible for acquiring all necessary construction permits related to this project. The Contractor shall pay all permit fees including those due to the City of Port St. Lucie.*

B. *The contractor bears sole responsibility to obtain and pay for all permits not previously obtained by the City. All permits obtained by the City prior to construction include the following:*

1. PSLUSD General Construction Permit

2. PSL Driveway Permit

3. PSL Excavation (Right-of-Way) Permit

C. All other permits required for the construction of the lift station are the responsibility of the Contractor to pay for and obtain. The following are examples of permits that may be required for construction:

1. PSL Electrical Permit

2. SFWMD/FDEP Dewatering Permit

6.08 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project, which are applicable during the performance of the Work.

6.09 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Hauling and Construction Operations on the Project Site:* The contractor shall conduct access, hauling, filling, and storage operations as specified herein and as shown on the Contract Drawings.

1. On-site borrow areas are designated as follows: None. All borrow material required shall be provided by the Contractor from off-site.

2. On-site spoil areas will become property of the Contractor.

D. *Project Surroundings:* The Contractor shall be solely responsible to construct all fill areas so runoff will not flood improved areas. Under no circumstances shall the Engineer or the City be held responsible for flooding of improved areas.

E. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by City. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

F. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.10 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to City/Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for City. These shall be available to the Engineer for examination and shall be delivered to Engineer for City prior to, and as a partial condition of, Substantial Completion of the Work.

6.11 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. Contractor shall comply with the applicable requirements of City's safety programs.

D. Contractor shall inform City and Engineer of the specific requirements of Contractor's safety program with which City's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Engineer or anyone employed by the Engineer). Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to City and Contractor that the Work is acceptable.

6.12 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.13 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.14 *Shop Drawings, Submittals, and Samples*

A. See Sections "01 through 20" of the Technical Specifications.

6.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof.

If the Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order may be issued.

6.16 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with City. No Work shall be delayed or postponed pending resolution of any disputes or disagreements.

6.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to City that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is not responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;
2. recommendation by Engineer or payment by City of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by City;
4. use or occupancy of the Work or any part thereof by City;
5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
6. any inspection, test, or approval by others; or
7. any correction of defective Work by City.

6.18 *The Contractor shall reimburse the City for the total cost of all services rendered by the Engineer when made necessary by any, or all, of the following:*

A. Acceleration of the Work Schedule.

B. Work not within normal working hours as established pursuant to the requirements of these documents and the award of the project. For purposes of this determination the Contractor shall assume the Engineer or his representative and/or City shall be on site at all times the Contractor is on site.

C. Default by the Contractor or any Subcontractor.

D. Failure to complete the project, either substantial completion or final completion, or both, within the time frames stipulated by these documents, plus any Engineer approved time extensions. Note that any such costs are in addition to any liquidated damages for which the Contractor may be exposed.

E. Work damaged by fire or other causes during construction.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. City may perform other work related to the Project at the Site with City's employees or through other contracts, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, every effort will be made to give the Contractor notice prior to starting any such other work.

B. Contractor shall afford other contractors, other utilities, and City, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and Engineer will properly coordinate the Work with other contractors. Under the direction of the Engineer, the Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work unless approved by the Engineer and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Legal Relationships*

A. Contractor shall be liable to City and any other contractor under contract with City for the reasonable delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – CITY'S RESPONSIBILITIES

8.01 *Communications to City*

A. Except as otherwise provided in these General Conditions, Contractor shall issue all communications to City through Engineer.

8.02 *Replacement of Engineer*

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

8.03 *Furnish Data*

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

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *City's Representative*

A. Engineer will be a City representative during the construction period. The Engineer and Resident Project Representative's (RPR's) duties, responsibilities and authorities shall be agreed by the City and Engineer and as set forth at the pre-construction conference. If the City designates another agent to represent the City at the site who is not Engineer's agent or employee, the duties, responsibilities and limitations of authority of such other agent will be presented at the pre-construction conference.

B. All work shall be performed to the satisfaction of the Engineer and City. All work done shall be subject to the construction review of the Engineer or City, or both.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of City, will determine, in

general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for City a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep City informed of the progress of the Work and will endeavor to guard City against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Section 9.05. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Rejecting Defective Work*

A. City will have authority to reject Work which Engineer or City believes to be defective, or that Engineer or City believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. City will also have authority to require special inspection or testing of the Work, as recommended by the Engineer, whether or not the Work is fabricated, installed, or completed.

9.04 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). City will determine final resolution.

9.05 *Limitations on City's and Engineer's Authority and Responsibilities*

A. Any decision made by Engineer in good faith either to exercise or not exercise Engineer's authority or responsibility shall not create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Neither City nor Engineer will supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. City/Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Neither City nor Engineer will be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Section shall also apply to the Resident Project Representative, and assistants, if any.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented except as may be equitable in the case of an emergency not created by Contractor.

10.02 *Execution of Change Orders*

A. Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by City , (ii) required because of acceptance of defective Work or City's correction of defective Work, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer and approved by the City .

B. City will submit Change Orders executed by Engineer and Contractor to the City Council for review and approval. All Change Orders are subject to City Council approval.

10.03 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.04 *Claims*

A. *Engineer's Evaluation Required*: All Claims shall be referred to the Engineer for review. A recommendation by Engineer is required in order to evaluate the Claim.

B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start or discovery of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start or discovery of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Section 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Section 12.02. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action*: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, shall take one of the following actions in writing:

1. Recommendation to deny the Claim in whole or in part;
2. Recommendation to approve the Claim; or
3. notify the parties that the Engineer is unable to resolve the Claim.

D. The Engineer will provide his recommendation to the City. The City will determine the resolution. All change orders are subject to City Council Approval.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK-

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Section 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by City, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Section 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by City and Contractor. Such employees shall include, without limitation, superintendents,

foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by City.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless City deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to City. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to City, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by City, Contractor shall obtain competitive bids from subcontractors acceptable to City and Contractor and shall deliver such bids to City, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Section 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Incidental costs:

   a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

   b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

   c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by City with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of City. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The cost of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Sections 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the contract. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Section 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Sections 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to City and Engineer.

B. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of City to cover unanticipated costs.

C. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer and approved by the City, to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price may be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Contract.

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

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in

accordance with the provisions of Section 10.04. The City will review the Engineer's recommendation and provide a determination.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Section 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Section 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Section 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Section 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Section 12.01.C).

4. In the event that the Contractor encounters field conditions which create a need to alter the plans or specifications and induce a need for a Change Order (as agreed to by the City and Engineer and in satisfaction of other applicable criteria set forth herein related to acceptance and approval of Change Orders) the City reserves the right to not approve the Change Order. In this event the City may correct the field condition giving rise to the need for a Change Order, or otherwise eliminate the need, with their own or other forces. Should this occur, the Contractor shall coordinate their field activities with the City to accommodate this work.

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then refer to the most current edition at the time of bid of the Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, Section 4 Scope of Work 4-3.2.1 Allowable Cost for extra work and 4-3.2.2 Subcontracted Work.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Section 10.04. The City will review the Engineer's recommendation and provide a determination

12.03 *Delays*

A. City, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers,

architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

C. All equipment and/or material delivery and Subcontractor or Supplier performance (ie., efficiency, etc.) shall be considered to be within the control of the Contractor. No time extension shall be granted for delays due to equipment and/or material manufacturing, delivery, or failure to perform according to the contract. No time extension shall be granted unless the Contractor can demonstrate with the agreement of the Engineer that the original critical path requires or would have required, modification.

12.04 *Damages*

A. No claim for damages or any claim other than for an extension of time shall be made or asserted against City by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from City for direct, indirect, consequential, impact or other costs, expenses, or damages, including, but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable, or avoidable or unavoidable. Contractor shall be entitled only to extensions of the contract time as the sole and exclusive remedy for such resulting delays, in accordance with and to the extent specifically provided herein.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Engineer or City may condemn any material, equipment, or work, which does not satisfactorily meet the Specifications, by giving written notice to the Contractor. All condemned materials; equipment or work shall be promptly taken out and replaced.

All materials, which do not conform to the requirements of the Contract Documents, are not equal to samples approved by the Engineer, or are in any way unsatisfactory or unsuited to the purpose for which they are intended, shall be rejected. Any defected work whether the result of poor workmanship, use of defective materials, damaged through carelessness or from other cause shall be removed within five (5) days after the written notice is given by the Engineer, and the work shall be re-executed by the Contractor at his expense. The fact the Engineer or the City may have previously overlooked such defective work shall not constitute an acceptance of any part of it. Should the Contractor fail to remove rejected work or materials within five (5) days after written notice to do so, the City may remove them and may store the materials. Costs for such removal and storage will be the responsibility of the Contractor.

13.02 *Access to Work*

A. City, Engineer, their consultants and other representatives and personnel of City, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at all times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Inspector's Authority

1. The City or Engineer may inspect all construction and materials and may also inspect preparation, fabrication or manufacture of components, materials and supplies. The City or Engineer shall have the right to reject materials or suspend the work until questions or any issues are resolved.

2. All work that has been rejected or condemned shall be repaired, or if it cannot be satisfactorily repaired, shall be removed and replaced at the Contractor expense. Materials not conforming to the requirements of the specifications shall be removed immediately from the site of work and replaced with satisfactory material by the Contractor, at his expense. The City shall have the right to require additional inspections, certification and/or testing to confirm that the deficient work has been corrected.

3. Inspections shall be scheduled through the City's Engineer and will be scheduled for regular working hours only, except for nights when service disruptions are involved. Scheduled inspections are required for all piping work, all mechanical work, concrete work including inspection of steel reinforcement prior to concrete placement, startups with manufacturer's representative present and any time an existing City of Port St. Lucie facility is to be connected. Work will not be scheduled for weekends or holidays.

4. When progress of the project requires the periodic presence of a City representative during non-normal work hours, for the convenience of the Contractor, the Contractor shall notify the Engineer 72 hours in advance of the work to be performed. This shall include work done on holidays, weekends or other non-scheduled work hours.

5. The City shall be provided with at least two (2) full working days notice for scheduled inspections. Inspectors will make unscheduled visits as needed to inspect such items as materials on site and clearances between conflicting lines.

6. The cost of all inspections, tests, re-tests, certifications and approvals required by the Contract Documents shall be paid by the Contractor. All such tests and inspections shall be performed by an independent testing laboratory. The laboratory shall be subject to the acceptance of the Engineer and City. All re-testing requested by the Engineer shall be paid for by the Contractor.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of City or Engineer, it must, if requested by City or Engineer, be uncovered for City or Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at City or Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction, and including, but not limited to, all costs of repair or replacement of work of others); and City shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, City may make a Claim therefore as provided in Section 10.04.

13.05 *City May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, City may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of City to stop the Work shall not give rise to any duty

B. To exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by City or Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court arising out of or relating to such correction or removal, and including, but not limited to, all costs of repair or replacement of work of others).

B. When correcting defective Work, Contractor shall take no action that would void or otherwise impair City's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by City or permitted by Laws and Regulations is

found to be defective, Contractor shall promptly, without cost to City and in accordance with City's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by City, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of City's written instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court costs arising out of or relating to such correction or repair or such removal and replacement and including, but not limited to, all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Technical Specifications.

D. Where defective Work (and damage to other Work resulting there from) has been corrected or removed and replaced, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Section are in addition to any other obligation or warranty. The provisions of this Section shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. At the request of the Contractor, if, instead of requiring correction or removal and replacement of defective Work, City prefers to accept it, City may do so. Such acceptance does not relieve the Contractor of its warranties pursuant to the terms and conditions of the Contract. If such acceptance occurs, the City shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished valve of Work so accepted.

13.09 *City May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, City may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

B. In exercising the rights and remedies, City shall proceed expeditiously. In connection with such corrective or remedial action, City may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which City has paid Contractor but which are stored elsewhere. Contractor shall allow City, City's representatives, agents and employees, City's other contractors, and Engineer and Engineer's consultants access to the Site to enable City to exercise the rights and remedies under this Section.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by City in exercising the rights and remedies under this Section will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and City shall be entitled to an appropriate decrease in the Contract Price

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by City of City's rights and remedies under this Section.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to City or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to City, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the

Contract Documents, a final determination of quantities and classifications for Unit Price Work, and any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by City or entitle City to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work, or

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

   c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

   d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

   e. to determine that title to any of the Work, materials, or equipment has passed to City free and clear of any Liens.

5. City or Engineer may refuse to recommend the whole or any part of any payment if, in City's or Engineer's opinion, it would be incorrect to make the representations to City. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect City from loss because, but not limited to:

   a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

   b. the Contract Price has been reduced by Change Orders;

   c. City has been required to correct defective Work or complete Work.

C. *Reduction in Payment:*

1. City may refuse to make payment of the full amount recommended by Engineer because, but not limited to:

   a. claims have been made against City on account of Contractor's performance or furnishing of the Work;

   b. there are other items entitling City to a set-off against the amount recommended; or

   c. City has actual knowledge of the occurrence of any of the events previously determined.

2. If City refuses to make payment of the full amount recommended by Engineer, City will give Contractor written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. City shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by City and Contractor, when Contractor remedies the reasons for such action to the satisfaction of the City.

14.02 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify City and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, City, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefore.

C. If Engineer considers the Work substantially complete, Engineer will deliver to City a tentative certificate of Substantial Completion, which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to City and Contractor a written recommendation as to division of responsibilities pending final payment between City and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless City and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, City shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.03 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, City may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which City, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by City for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. City at any time may request Contractor in writing to permit City to use or occupy any such part of the Work which City believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, City, and Engineer will follow the procedures of Section 14.02.A through D for that part of the Work.

2. Contractor at any time may notify City and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, City, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify City and Contractor in writing giving the reasons therefore. If Engineer considers that part of the Work to be substantially complete, the provisions of Section 14.02 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

14.04 *Final Inspection*

A. Prior to Contractor's request for final inspection the following submittals and work must be complete:

1. Project record documents must be approved

2. All spare parts must be suitably delivered to the City

3. Contractor shall submit evidence of compliance with requirements of governing authorities.

B. After satisfying the preceding requirements and when the Contractor considers the work complete, he shall submit a written certificate to Engineer that:

1. Contract documents have been reviewed;

2. Work has been inspected for compliance with the Contract Documents;

3. Equipment and systems have been tested in the presence of the Engineer and are operational; and

4. All punch-list items have been corrected.

C. Should the Engineer or City consider the Work incomplete or defective:

1. The Engineer will notify the Contractor in writing, listing the incomplete or defective work;
2. Contractor will take immediate steps to remedy the stated deficiencies, and send another written certificate to the Engineer that the Work is complete; and
3. The Engineer will re-inspect the work.

D. When the Engineer and City find the Work is acceptable under the Contract Documents for the project, the Contractor may make closeout submittals to Engineer including:

1. warranties and bonds;
2. evidence of payment and release of liens; and any
3. certificates of insurance for products and completed operations.

14.05 Operation & Maintenance Manual

See Sections "01 through 20" of the Technical Specifications.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *City May Suspend Work*

The City or the Engineer shall have the authority to suspend the work wholly or in part, for such periods as may be deemed necessary and for whatever cause, to include but not be limited to, unsuitable weather or such other conditions as are considered unfavorable for prosecution of the work, or failure on the part of the Contractor to carry out the provisions of the Contract or to supply materials meeting the requirements of the Specifications, or the action of a governmental agency, by serving written notice of suspension to the Contractor. In the event that the Engineer shall become aware of any condition that may be cause for suspension of the work, the Engineer shall immediately advise the City of such condition. The Contractor shall not suspend operations under the provisions of this Section without the City's permission or direction.

The Engineer has the authority to suspend the Contractor's operations, wholly or in part with the City's permission. The Engineer will order such suspension in writing giving in detail the reasons

for the suspension. Contract time will be charged during all suspension of Contractor's operations. The City may grant an extension of contract time in accordance with the Specifications in the City's sole judgment.

No additional compensation or a time extension will be paid or granted to the Contractor when the operations are suspended for the following reasons, including, but not limited to:

a. The Contractor fails to comply with the contract documents;
b. The Contractor fails to carry out orders given by the Engineer; and/or
c. The Contractor causes conditions considered unfavorable for continuing the work.

The Contractor shall immediately comply with any Suspension Order: The Contractor shall not resume operations until authorized to do so by the Engineer in writing. Any operations performed by the Contractor, and otherwise constructed in conformance with the provisions of the Contract, after issuance of the suspension order and prior to the Engineer's authorization to resume operations will be at no cost to the City. Further, failure to immediately comply with any suspension order will also constitute an act of default by the Contractor and is deemed sufficient basis in and of itself for the City to declare the Contractor in default with the exception that the Contractor will not have ten calendar days to correct the conditions for which the suspension was ordered.

Prolonged Suspensions: If the Engineer suspends the Contractor's operations for an indefinite period, the Contractor shall store all materials in such manner that they will not obstruct or impede the traveling public unnecessarily or become damaged in any way. The Contractor shall take every reasonable precaution to prevent damage to or deterioration of the work performed. Provide suitable drainage of the roadway by opening ditches, shoulder drains, etc. and the Contractor shall also provide any temporary structures necessary for public travel through the project.

Permission to Suspend Contractor's Operations: The Contractor shall not suspend operations or remove equipment or materials necessary for completing the work without obtaining the Engineer's written permission. The Contractor shall submit all requests for suspension of operations in writing to the Engineer, and identify specific dates to begin and end the suspension. The Contractor is not entitled to any additional compensation for suspension of operations during such periods.

Suspension of Contractor's Operations - Holidays: Unless the Contractor submits a written request to work on a holiday at least ten days in advance of the request date and receives written approval from the Engineer, the Contractor shall not work on the following days: see Section 6.02 C. Contract Time will be charged during these holiday periods regardless of whether or not the Contractor's operations have been suspended. The Contractor is not entitled to any additional compensation for suspension of operations during such holiday periods.

ARTICLE 16 – MISCELLANEOUS

16.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual designated in the Contract Documents to accept notice or in the event, such individual is not designated, to a member of the firm, or to an officer of the corporation for whom it is intended; or

2. sent by registered or certified mail, postage prepaid, to the last business address known for the intended recipient of the notice.

16.02 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment,

completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

16.03 *Public Nuisance*

A. The Contractor shall not create a public nuisance including, but not limited to, encroachment on adjacent lands, flooding of adjacent lands, or excessive noise.

B. Sound levels measured by the Engineer of Record or the City of Port St. Lucie shall not exceed 50 dBA from 7 P.M. to 7 A.M. or 60 dBA 7 A.M. to 7 P.M. This sound level shall be measured at the exterior of the nearest exterior wall of the nearest residence. Levels at the equipment shall not exceed 85 dBA at any time. Sound levels in excess of these values are sufficient cause to have the Work halted until equipment can be quieted to these levels. Work stoppage by the Engineer of Record or Owner for excessive noise shall not relieve the Contractor of the other portions of these Contract Documents including, but not limited to, completion dates and bid amounts.

C. No extra charge may be made for time lost due to work stoppage resulting from the creation of a public nuisance.

16.04 *Excavation Around & Connection to Existing Utilities*

A. It is essential that the Contractor understand that the maintenance of the existing wastewater lift station flows must be kept in operation with minimal impact and shut-downs. To this end, the Contractor shall coordinate and consult with the Owner's wastewater and lift station operating personnel before excavating around or cutting into existing utilities on the lift station site. Existing utilities of major concern are water, sewer and gas pipelines, electrical power conduits and cables, residential television and telephone cables.

B. Some areas within the wastewater lift station construction site will require hand excavation due to the congestion of underground piping systems and/or due to the criticality of piping systems that may be damaged unavoidably during machine excavation. It is anticipated that more problems will occur and hand excavation will be absolutely necessary for the piping installations required between the existing lift station and the new lift station.

C. Cover for underground piping shall not be less than that indicated on the Drawings or as specified elsewhere in the contract documents, whichever is greater. In areas where other piping conflicts preclude the maximum cover desired, the piping shall be laid to provide the maximum cover obtainable.

D. All connections to existing piping systems shall be made as shown or indicated on the Drawings after consultation, cooperation, and coordination with the Owner's wastewater and lift station management personnel. Some such connections may have to be made during off-peak hours (late night or early morning hours). The Contractor shall give a minimum of 72 hours notice to the Owner when tie-ins with the existing lift station utilities are required.

E. For major utility pipeline tie-ins and relocations, the Contractor shall submit a detailed Plan of Action for review and approval by the Owner and the Engineer. No major

utility relocation or tie-ins shall proceed until the Plan of Action for that Work is approved.

16.05 *Temporary Operating Equipment and Facilities*

A. Prior to proceeding with Work and installation of temporary operating facilities, the Contractor shall submit a detailed Plan of Action for this work which will be reviewed and approved by the Owner and the Engineer of Record. Because this necessity to maintain operational capacity, the Contractor should submit his Plans of Action as soon as possible after the Notice to Proceed is issued. No Work shall commence until the Plans of Action are approved.

B. The temporary facilities will include temporary enclosures, power, pumping, and process piping. Locations for connection of temporary facilities to existing facilities shall be approved in advance by the Owner and the Engineer of Record and shall be included in the Contractor's submitted Plan of Action. The Contractor shall give a minimum of 72 hours notice to the Owner when tie-ins to existing lift station piping and electrical power are required.

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SUPPLEMENTAL CONDITIONS

1. CONTROL PANEL

Control Panel shall be provided by the City for installation by the Contractor. Connection to the wetwell level controls is required as well as connection to FPL power. See shop drawings provided by the City for more information. The top of the control panel shall be no higher than 6'-6" above ground level. A fiber pull box will be placed by the City on the ground next to the control panel to store slack fiber.

2. SLAB

The Contractor is to place conduits under the slab and gravel as indicated by the plans. This is incidental to the contract.

3. SUPPORT POSTS

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

4. FPL ACCOUNT

The FPL account will remain in the name of the City.

5. STAGING AREA

The Contractor shall provide the City written confirmation of any private property areas used for equipment staging or material storage.

RELEASE

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

All claims arising out of, or in any way related to, the design, negotiation, supervision, or performance of a project known as the City of Port St. Lucie Lift Station SP-24 Rehabilitation in accordance with a contract dated between the Contractor and the City of Port St. Lucie.

CONTRACTOR By: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

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

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

_____

NOTARY PUBLIC,
State of Florida at Large

(NOTARY SEAL) My commission expires: _____

END OF SECTION

APPENDIX A

- Qualified Products List
- Construction Standards
- As-built Certification

See PSLUSD website at http://www.cityofpsl.com/UtilEng

EXHIBIT A
BASIS OF PAYMENT FOR LINE ITEMS

1	Bonds and Insurance	The price for Bonds & Insurance shall be full compensation for bonds and insurance, based on the original contract cost, in accordance with the contract documents. Payment will be a Lump Sum Payment.
2	Mobilization / Demobilization	The price for Mobilization and Demobilization shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, materials, sanitary facilities, and surplus and/or spoil excavation handling cost(s) required to complete the work, in accordance with the plans and contract documents. Payment will be 50% of the Lump Sum cost for each of the first two months.
3	Maintenance of Traffic (F&I)	The price for Maintenance of Traffic shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and materials cost(s) required to provide and maintain advance and/or work zone vehicular and/or pedestrian maintenance of traffic, in accordance with the plans, contract documents, and/or governing regulatory agencies requirements. Payment will be on a Lump Sum basis. Partial payments will be billed by percentage of the Lump Sum contract amount based on actual contract work completed in each pay period.
4	Pre-Construction Lay-out (F&I)	The price for Pre-Construction Lay-out shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and materials cost(s) required to provide, base line stationing, initial construction layout, and replacement of damaged and/or missing staking as the work progresses, to assure the PSLUSD can verify the work is progressing in accordance with the intended design. Payment will be on a Lump Sum basis. Partial payments will be billed by percentage of the Lump Sum contract amount based on actual contract work completed in each pay period.
5	Post Construction As-builts (F&I)	The cost for Post Construction As-builts shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and materials cost(s) required to perform the field survey and mapping requirements in accordance with the plans and contract documents. Payment will be on a Lump Sum basis. Partial payments will be billed by percentage of the Lump Sum contract amount based on actual contract work completed in each pay period.
6	Erosion Control (F&I)	The cost for Erosion Control shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and materials cost(s), required to install and maintain the erosion control devices throughout the duration of the project, in accordance with the plans and contract documents, including NPDES Permitting and Reports (if applicable). Payment will be on a Lump Sum basis. Partial payments will be billed by percentage of the Lump Sum contract amount based on actual contract work completed in each pay period.

7	6' High Temporary Chain Link Construction Fencing (F&I)	The price for the Temporary Chain Link Fencing shall be full compensation, including but not limited, the Prime and/or Sub-contractor(s) personnel, equipment, and materials cost(s), required for the installation of, maintenance of, and removal of, the temporary fencing installed during the excavation and/or rehabilitation of the Lift Station, Force Main, staging area, if desired by Contractor and associated site work as deemed necessary by the EOR and the PSLUSD. Payment will be on a Lump Sum basis. Partial payments will be billed by percentage of the Lump Sum contract amount based on actual contract work completed in each pay period.
8	Density Testing (F&I)	The Unit Price for Density Testing shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and materials cost(s), required for each passing in-place density test(s), proctor test(s), and signed and seal test report(s), in accordance with the plans, and contract documents Payment will be made based on Each passing signed and sealed density test received, by the PSLUSD.
9	Concrete Slump & Compression Testing (F&I)	The Unit Price for Concrete Slump & Compression Testing shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and materials cost(s), required for each passing combination slump & compression test, and signed and sealed test reports, in accordance with the plans, and contract documents. Payment will be made based on Each passing signed and sealed test report received by the PSLUSD.
10	Clearing & Grubbing (F&I)	The cost for Clearing & Grubbing shall be full compensation, included but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and materials cost(s), required to clear & grub and dispose of, all vegetation, concrete slabs, curbing and all other miscellaneous debris. Payment will be on a Lump Sum basis. Partial payments will be billed by percentage of the Lump Sum contract amount based on actual contract work completed in each pay period.
11	Fine Grading (F&I)	The cost for Fine Grading to 1" below Finish Grade shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and materials cost(s), required to fine grade the entire work zone to within 1" of Finish Grade. Grading inside fence shall allow for the installation or 6" of stone. Payment will be on a Lump Sum basis. Partial payments will be billed by percentage of the Lump Sum contract amount based on actual contract work completed in each pay period.

12	Concrete Generator Pad – 4" Thick, 4000 psi with fiber (F&I)	This Unit Price for Concrete Generator Pad shall be full compensation, including but not limited to, the Prime and/or Sub-contractor (s) personnel, equipment and material cost(s) required to construct the concrete generator pad shown on the design plans. Payment will be based on the total Square Yards completed during each billing cycle, subject to passing slump & compression testing.
13	Driveway and Driveway Concrete – 6" Thick (4000 PSI/Fiber Mesh), (F&I)	The Unit Price for Driveway shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and materials cost(s), required to construct the lift station driveway and driveway concrete, in accordance with the plans, contract documents, and/or governing regulatory agencies requirements. Payment will be based on the total Square Yards completed during each billing cycle, subject to passing slump & compression testing.
14	Existing Lift Station, By-Pass (F&I)	The cost for the By-Pass of the Existing Lift Station shall be full compensation for maintaining sanitary sewer service until the rehabilitated station is placed back into service, including but not limited to, the Prime and/or Sub-Contractor(s) personnel, equipment, and materials cost(s), required to install temporary by-pass and maintain operational service in accordance with the plans and contract document. Payment will be on a Lump Sum basis. Partial payments will be billed by percentage of the Lump Sum contract amount based on actual contract work completed in each pay period.
15	6" PVC Force Main & Locating Wire (F&I) *	The Unit Price for PVC Force Main shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material cost(s), required to construct the force main, in accordance with the plans and contract documents. The cost(s) of restraints and 10 gauge locating wire shall be included in the PVC Force Main unit price. Payment will be based on the total Linear Feet installed during each billing cycle.
16	Epoxy Lined, Ductile Iron Fittings (I) *	The price for installation of Epoxy Lined Ductile Iron Fittings shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel and equipment cost(s), required to construct Ductile Iron fittings, in accordance with the plans and contract documents. Payment will be on a Lump Sum basis. Partial payments will be billed by percentage of the Lump Sum contract amount based on actual contract work completed in each pay period.
17	6" Force Main Isolation Valve (F&I)	The cost for Force Main Isolation Valve installation shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, pumping and material cost(s), required to construct the Isolation Valve, in accordance with the plans and contract documents. Payment will be based on a Lump Sum basis for a completed installation.
18	Functional Testing - Force Main (F&I)	The Price for Functional Testing of the Force Main shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material cost(s), required to flush and pressure test the force main, in accordance with the plans and contract documents. Payment will be a Lump Sum payment based on a percentage of testing completed during each billing cycle.

19	Tie-in to existing Force Main (F&I)	The price for Tie-in to the existing Force Main shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material cost(s), required to connect to the existing Force Main, in accordance with the plans and contract documents. Payment will be based on Lump Sum basis for work completed during each billing cycle.
20	1" Water Service Assembly (I) *	The cost for constructing a water service shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment and material cost(s) to relocate the existing polyethylene pipe, add a riser, angle valve and associated fittings and supports in accordance with the plans and contract documents. Payment will be based on a Lump Sum basis for the work completed during each billing cycle.
21	Dewatering (F&I)	The cost for dewatering shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment and material cost(s) required to dewater the site as needed. Payment will be based on a Lump Sum basis for the work completed during each billing cycle.
22	Lift Station (Complete) *	The price for the Rehabilitation of the Lift Station shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material cost(s), required to construct the lift station complete, including but not limited to, lining of the wet-well, pumps, control panel, level and pressure sensors, conduits, piping, valves, by-pass connection (permanent), and odor control scrubber, coring into the wetwell, replace wetwell lid (concrete) complete with new hatch and safety grate, concrete work in accordance with the plans and contract documents. This cost shall also include providing gravel over 2 ply, 4 mil visqueen inside the fenced portion of the lift station. All piping, above ground and inside the wetwell must be painted with coating as approved on the QPL. Payment will be a Lump Sum payment based on a percentage of completed work during each billing cycle.
23	Telemetry (Complete), (I) *	The price for the installation of the Telemetry System shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material cost(s), required to construct and program both in the field and control room, the complete telemetry system, including, but not limited to, the PLC, and conduits, in accordance with the plans and contract documents. Installation by the City of the on-site conduit and pull box must be coordinated with the City. Payment will be a Lump Sum payment based on a percentage of completed work during each billing cycle.
24	Electrical Service – 100 Amp (Complete), (F&I) *	The cost for the installation of the Electrical Service shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material cost(s), required to construct complete, in its new location, including but not limited to, conduits, electrical disconnect, meter can, wiring, (cable to be replaced from the FPL transformer to the control panel), grounding, and permitting, in accordance with the plans and contract documents. Payment will be a Lump Sum payment based on a percentage of completed work during each billing cycle.

25	Sod, (F&I)	The Price shall be full compensation, including but not limited to, the Prime and/or Sub-Contractor(s) personnel, equipment, and material cost(s) required to construct the sod. The sod shall be placed around the new lift station and at the construction staging area. All disturbed areas are to be sodded. Payment will be Lump Sum based on a percentage of completed work during each billing cycle.
26	Indemnification	The Price for Indemnification shall be full compensation for providing Indemnification to the City of Port Saint Lucie, in accordance with the contract documents Payment will be a Lump Sum Payment.

* See list of materials purchased by the City.

END OF SECTION

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ADDENDUM #2
SEALED BID #20120053
E-BID
LIFT STATION SP-24 REPLACEMENT

ADDENDUM #2
SEALED BID #20120053
E-BID
LIFT STATION SP-24 REPLACEMENT

Revised Attachment "B" – Revised Construction Drawings

Item #	Control Panel Enclosure	Manufacturer	Manufacturer Part No.	Curry Part No.	Panels RTU
ENCL	NEMA 4X Stainless Steel 3 PT Latch Enclosure with Aluminum swing out panel (feed from)	Hoffman	A48H3612SSLP3PT		1
	48" x 36" Sub Panel	Hoffman	A48P36		1
	Condensate Inhibitor	Hoffman	A-HCI-SE	ENC-0007	1
	Door Stop ID	Hoffman	ALGDSTOP2		1
CR1	Contactor Receptacle (100 Amp)	Pyle National	JB5-4100-PR		1
LA1	TVSS Surge Protector	Square D	SDSA3650		1
CB1	Main Circuit Breaker 3P 80A	Square D	HDL36080		1
CR2	Contactor Receptacle Circuit Breaker 3P 80A	Square D	HDL36080		1
	Mechanical Interlock	Square D	SDS54		1
CB3,CB6	Pump Circuit Breaker 3P 60 A	Square D	HDL36060		2
CB4	Control Circuit Breaker 3P 15A	Square D	MND61351		1
CB7	Control Circuit Breaker 2P 6A	Square D	MND61515		1
CB8	Control Circuit Breaker 1P 8A	Square D	6010		1
CB9, CB10	Control Circuit Breaker 1P 5A	Square D	6010		2
ETM	Elapsed Time Meter	Redington	710-0002		2
MSL2	Motor Starters	Square D	LC1D32 AC7		2
OL1,2	Motor Overloads	Square D	LRD32		2
TTL,CT2	Tellye Y Motor Management - Main Controller	Square D	LTMR08EBD		2
	Tellye Y Motor Management - Expansion Module	Square D	LTMRV08BD		2
	Tellye Y Motor Management - Connecting Jumper	Square D	LTMCC004		2
T1	Control Transformer	Square D	9070T075D1		1
RVLT/R	Battery Voltage LMS	Temperature	RVLT/R24PF		1
	8 Pin Relay Base	Omron	PYF08A-E	SCY-0007	6
E1	Battery	Werker	WEA12-7.5F	PWR-0026	2
	24vdc Power Supply 5.0 Amps	Phoenix Contact	SNT400E		1
	Cisco network switch	Cisco	IE-3000-4TC		1
	Network Switch Transceiver	Addex	GLC-LH-SM-AO		2
	Ethernet Patch Panel w/RC type filler plate	Corning	HSD-03P		1
	Fiber Patch cords 3 meter LC-SC single mode				2
	UTP Ethernet Patch Cord / Cat 5				1
	Relay Base				1
M1,3HOA	Selector Switch 3 Pos Momentary Press Left to Center	Square D	9001SK83		2
M1,HOA2	Control Block Assembly	Square D	9001SK03		2
RL, PB3	Push Button (Black)	Square D	XB4BA33		2
PB1	Push Button (Black)	Square D	9001 SKR1BH5		1
PL1-PL3	Pilot Light (Amber)	Square D	XB4AV35		3
PL4	Pilot Light (Red)	Square D	XB4AV34		1
CR1-CR5	11 pin 3PDT 120vac Relay	Square D	AAEA301M		4
	11 pin Relay Base	Square D	PF113A-E		5
PM1	3 Phase Monitoring Relay	Macromatic	PMPU		1
TDR1	Time Delay Relay	IDEC	GT3A-3AF20		2
ALI	Alarm Buzzer	Ingram	LBZ-02		1
AM1	Alarm Horn	Ingram	AS115ARG		1
CL1	Keyless Panel Lamp/white	Leviton	9880		1
	75 watt bulb	GE	90097		1
TB1	Light Switch SPDT			0133-	1
	End Kit	Wago	249-117	TBL-0082	36
	Two Tier Term Blk gray	Dinkle	M 4/6.00 # 0115 277.22	TBL-0034	50
	Two Tier Barrier gray	Dinkle	PDMD # 0118 499.23	TBL-0030	4
	Two Tier Term Blk jumper bar	Dinkle	BJMD# 0173 520.22	TBL-0031	6
	Jumper Bar Coupling	Dinkle	173027.22, EL4	TBL-0032	2
	Ground Term Blk	Dinkle	M4/LP # 0365 113.16	TBL-0017	4
	Fuse Holder Term Blk	Dinkle	M4/LSF #0115 457.25	TBL-0013	30
	Fuse Holder End Barrier	Dinkle	PDMB	TBL-0035	3
	Fuse GMA-3 amp	LITTLEFUSE	235002	FUS-0004	1
	Fuse GMA-5 amp	LITTLEFUSE	235005	FUS-0005	30
	4-20 mA Surge Arrestor	MTL	SD32X		4
	50 AMP Terminal blk gray	Dinkle	1.1/1.1/1.31, M50	TBL-0033	36
	Din Rail (ft)	WISKI	857450	PNL-0040	8
	Wire duct 2" w x 3" h and Cover (ft)	Panduit	E2CSW06, C2W06	PAN-0030 / PAN-0034	28
	Wire duct 1" w x 3" h and Cover (ft)	Panduit	E1CSW06,		2
GFCI	GFCI-15 Amp Receptical	Cooper		ELE-0004	1
	Handy Box		59836 1/2	ELE-0005	1
	Handy Box Cover			ELE-0015	1
	Plastic Bushing	T&B	5370, 1/2"	ELE-0020	1
G	Mechanical Grd Lug/CSD	Panduit	MCD1-3025		1
	Ground Bus Bar	Square D	PK7G7A	PUB-0032	2
PDB1	Power Distribution Block	Square D	9080LBA36200		1

Item #	Control Panel Enclosure	Manufacturer	Manufacturer Part No.	Curry Part No.	Panels RTU
ENCL	NEMA 4X Stainless Steel 3 PT Latch Enclosure with Aluminum swing out panel (feed from)	Hoffman	A48H3612SSLP3PT		1
	48" x 36" Sub Panel	Hoffman	A48P36		1
	Condensate Inhibitor	Hoffman	A-HCI-SE	ENC-0007	1
	Door Stop ID	Hoffman	ALGDSTOP2		1
CR1	Contactor Receptacle (100 Amp)	Pyle National	JB5-4100-PR		1
LA1	TVSS Surge Protector	Square D	SDSA3650		1
CB1	Main Circuit Breaker 3P 80A	Square D	HDL36080		1
CR2	Contactor Receptacle Circuit Breaker 3P 80A	Square D	HDL36080		1
	Mechanical Interlock	Square D	SDS54		1
CB3,CB6	Pump Circuit Breaker 3P 60 A	Square D	HDL36060		2
CB4	Control Circuit Breaker 3P 15A	Square D	MND61351		1
CB7	Control Circuit Breaker 2P 6A	Square D	MND61515		1
CB8	Control Circuit Breaker 1P 8A	Square D	6010		1
CB9, CB10	Control Circuit Breaker 1P 5A	Square D	6010		2

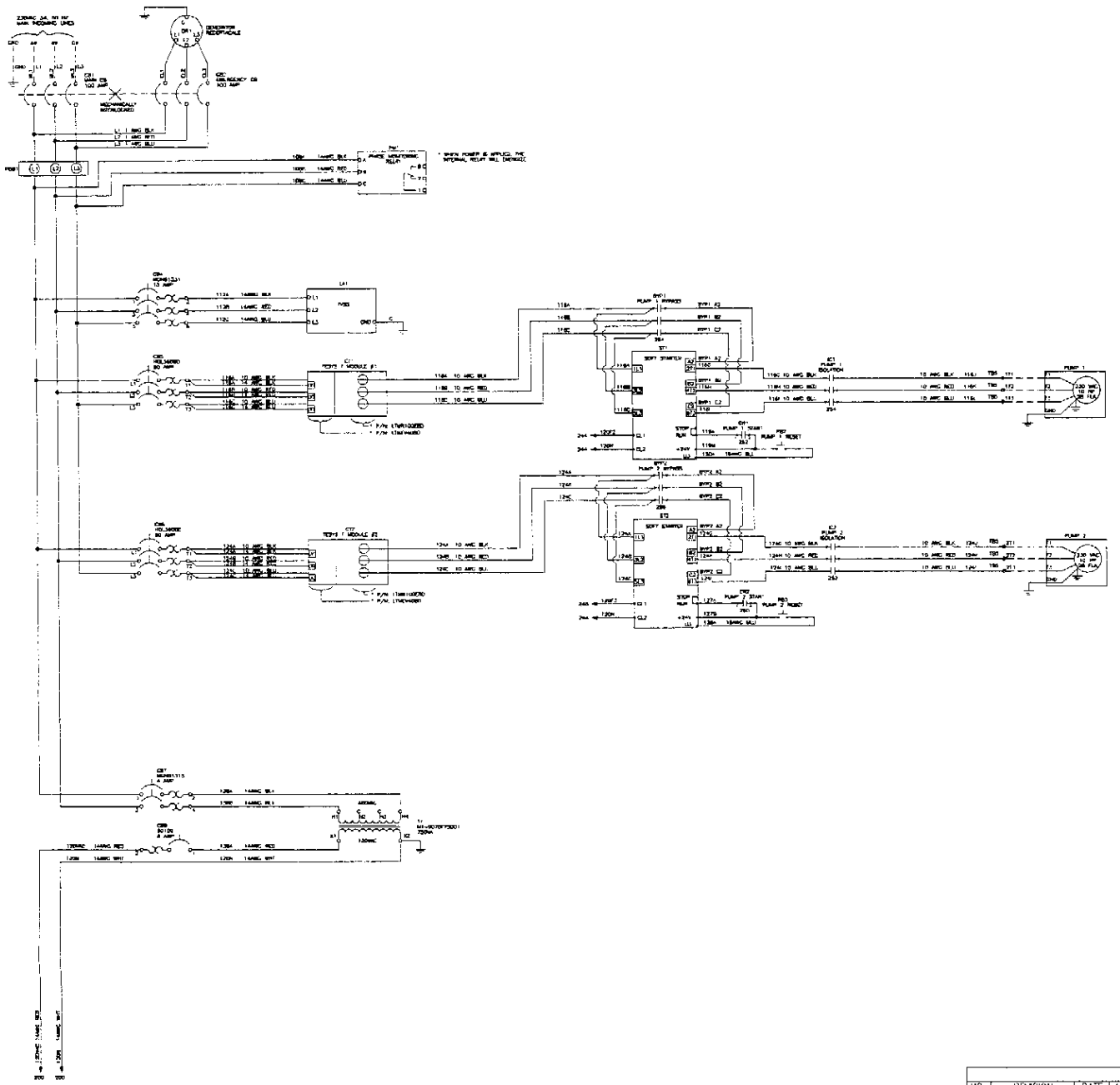
Item #	Electrical Materials	Manufacturer	Manufacturer Part No.	Curry Part No.	Panels RTU
1	10' x 3/4" ground rod				2
2	#6 copper bare stranded				35
3					
4	3-hole Ilsco bolted ground clamp NBF G-3-6-BB				2
5	3/4" Arrow ground rod clamp NBF GRC-34K				2
6					
7					
8					
9					
10	150 watt flood lamp	Intermatic	FL150MH		5
11					
12					
13					
14					
15					

NO.:	REVISION:	DATE:	APVD BY:
01	AS BUILT		
01	SUBMITTAL	02/20/12	

CURRY CONTROLS COMPANY
LAKELAND, FLORIDA

PROJECT: City of Port St. Lucie
PUMP PANEL SP-24
PAGE DESCRIPTION: BILL OF MATERIALS

JOB-NO.: J12-8556 | SCALE: N.T.S.
DATE: 05/07/12 | DRAWN BY: EJO | ENGINEER: EJO
DRAWING-NO.: Jxxxx-BOM



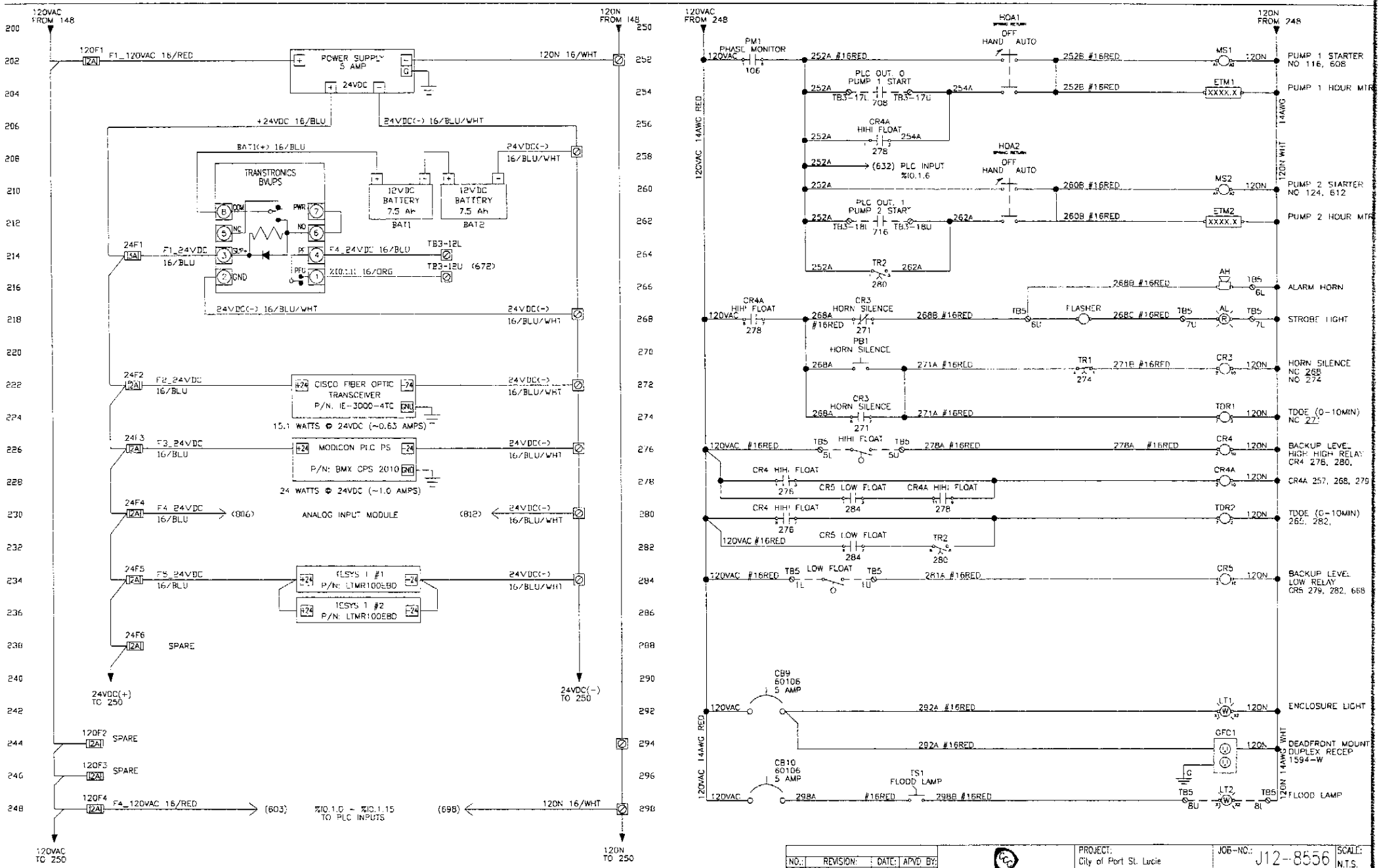
NO.:	REVISION:	DATE:	APVD BY:
01	AS BUILT		
01	SUBMITTAL	02/16/12	

CURRY CONTROLS COMPANY
LAKELAND, FLORIDA

PROJECT:
City of Port St. Lucie
Pump Panel SP-24

PAGE DESCRIPTION:
Power Diagram

JOB-NO.: J12-8556
SCALE: N.T.S.
DATE: 02/16/12
DRAWN BY: EJO
ENGINEER: EJO
DRAWING-NO.: Jxxxx-001



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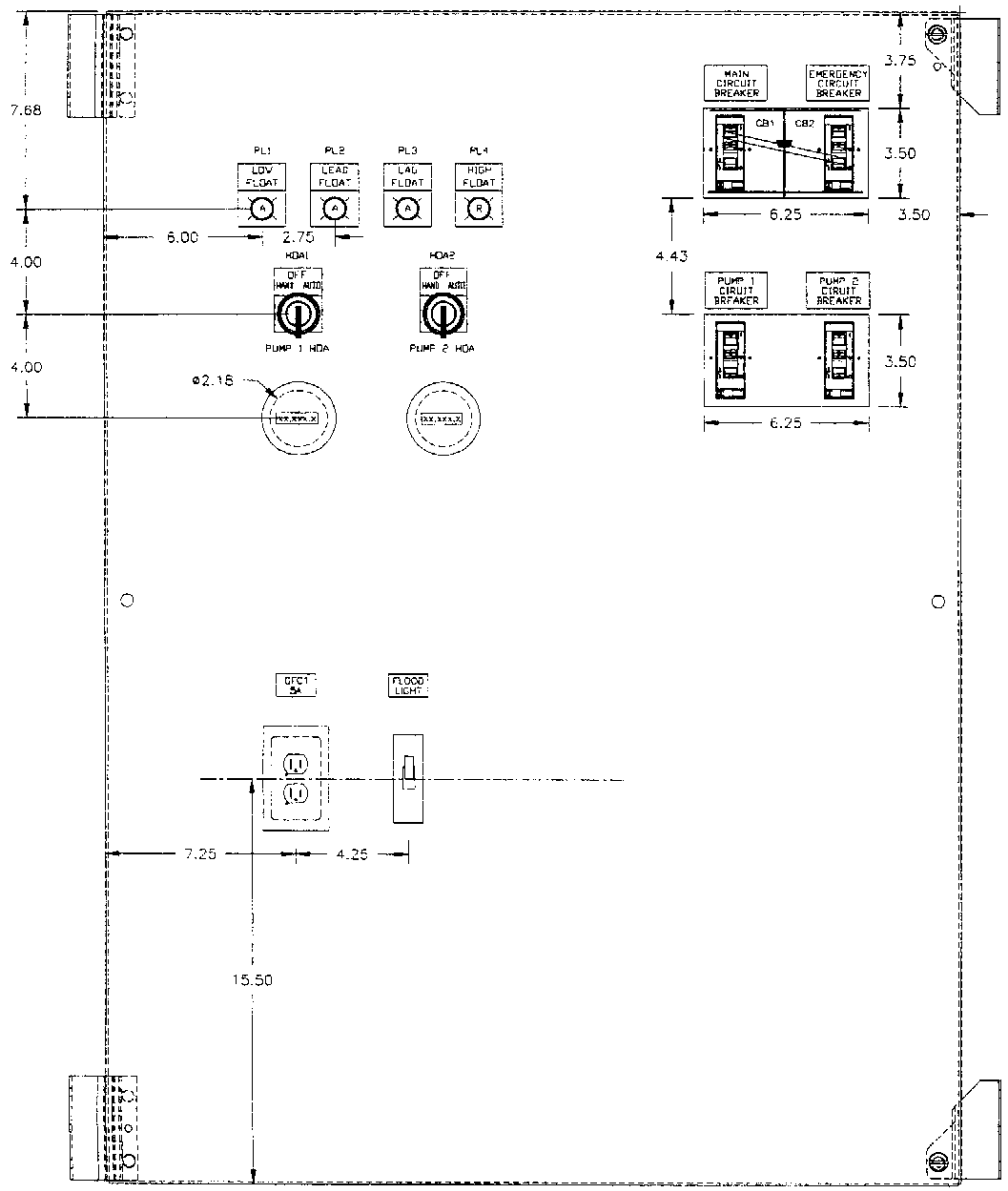
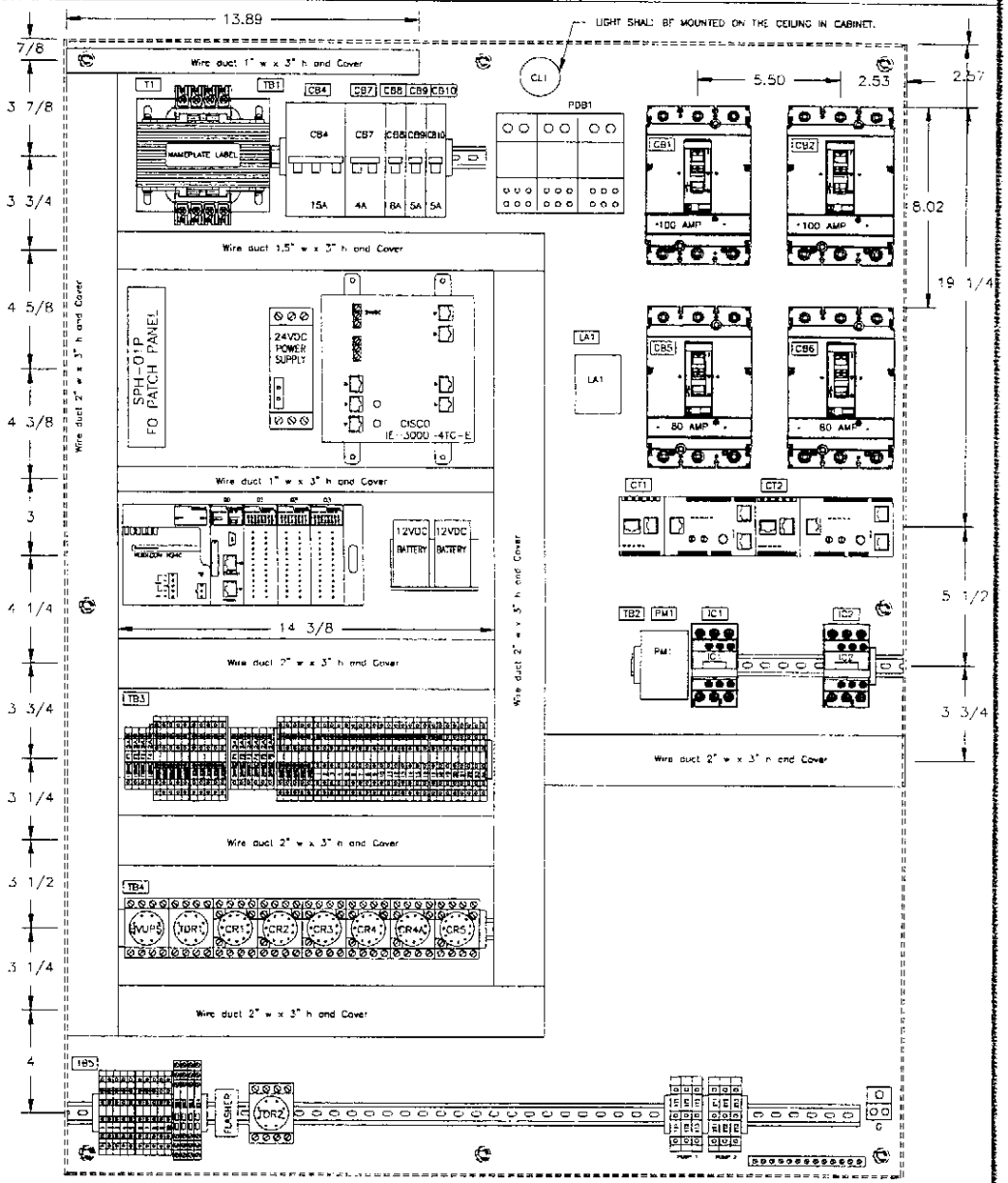
01	AS BUILT		
01	SUBMITTAL	07/17/12	

CURRY CONTROLS COMPANY
LAKELAND, FLORIDA

PROJECT: City of Port St. Lucie
Pump Panel SP-24
PAGE DESCRIPTION: Control Diagram

JOB-NO.: J12-8556
SCALE: N.T.S.
DATE: 05/07/12
DRAWN BY: EJD
ENGINEER: EJD
DRAWING-NO.: JXXXX-002





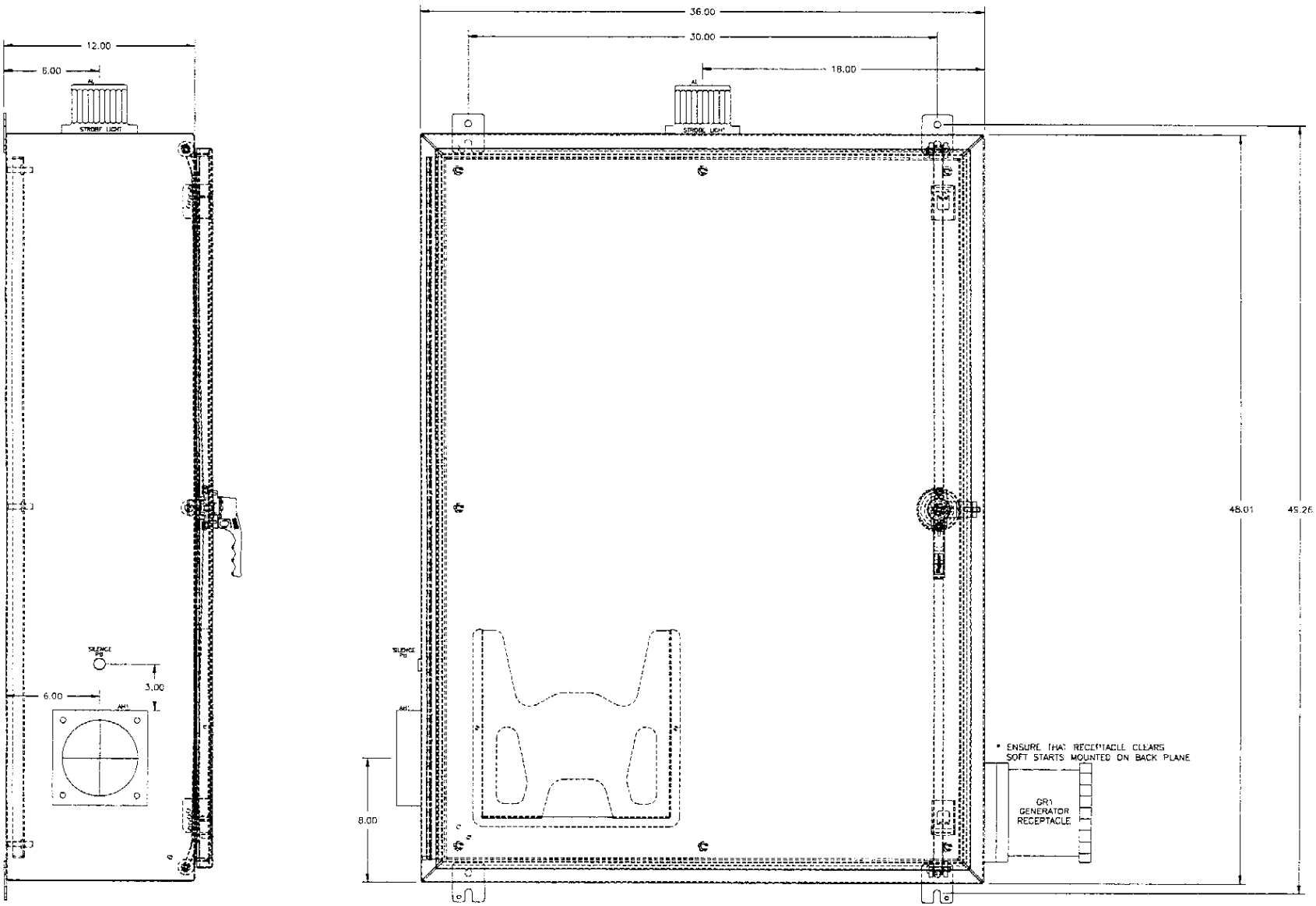
. J12-8556
OSURE NAME: SP-24 Pump Panel
ING: J8556-003
OSURE UL TYPE: 4X
AGE: 230 VAC
R RATING: 10 KAIC RMS
NUMBER, TYPE AND SIZE:
20VAC F1-F4: 2 AMP GMA
4VDC F1: 3 AMP GMA, 24VDC F2-F6: 2 AMP GMA
UENCY: 60 Hz
59.26 AMP
E Three
TORQUE-TERMINAL BLOCKS: 4.4-7.1 LB-IN

NO.:	REVISION:	DATE:	APVD BY:
01	AS BUILT		
01	SUBMITTAL	02/16/12	

CURRY CONTROLS COMPANY
LAKELAND, FLORIDA

PROJECT: City of Port St. Lucie PUMP PANEL SP-24
PAGE DESCRIPTION: Panel layout

JOB-NO.: 12-8556		SCALE: N.T.S.
DATE: 05/07/12	DRAWN BY: EJO	ENGINEER: EJO
DRAWING-NO.: JXXX-003		



NO.:	REVISION:	DATE:	APVD BY:
0:	AS BUILT		
0:	SUBMITTAL	02/16/12	

CURRY CONTROLS COMPANY
LAKELAND, FLORIDA

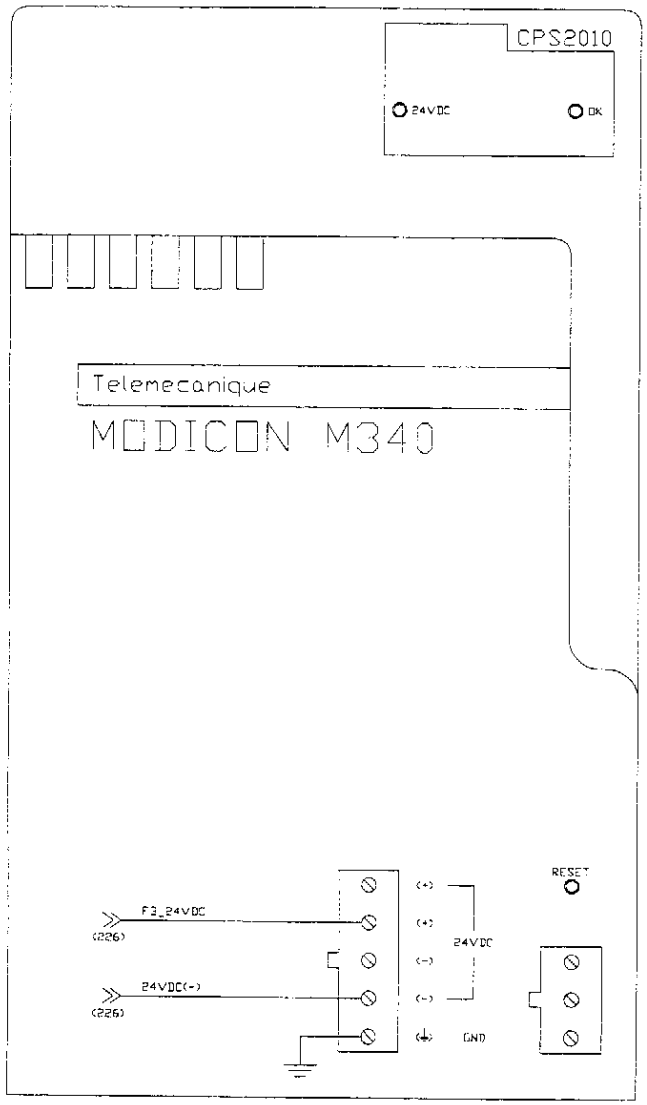
PROJECT:
City of Port St. Lucie
PUMP PANEL

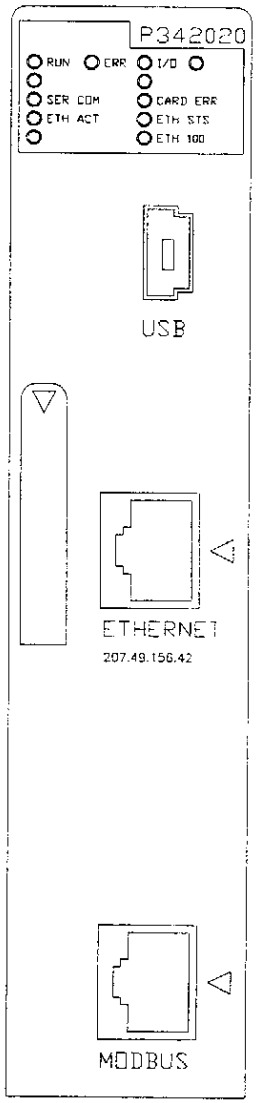
PAGE DESCRIPTION:
Enclosure Layout

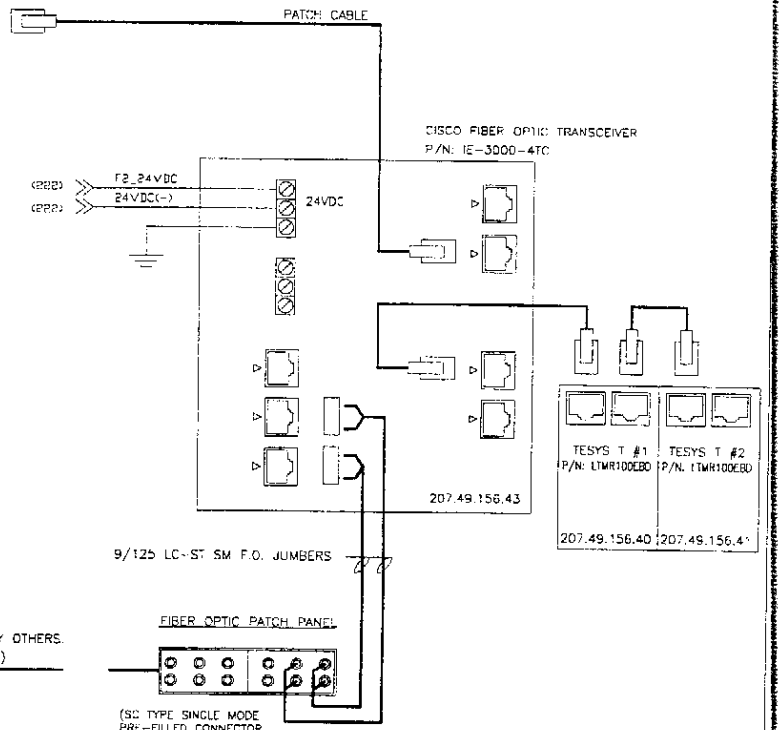
JOB-NO.:	SCALE:
J12-XXXX	N.T.S.

DATE:	DRAWN BY:	ENGINEER:
05/07/10	EJO	EJO

DRAWING-NO.: Jxxxx-004







CITY PROVIDED FIBER OPTIC CABLE

* INSTALLATION AND TERMINATIONS IN CONTROL PANEL BY OTHERS.

? FIBER 9/125 SM F.O. CABLE (SC TYPE CONNECTORS)

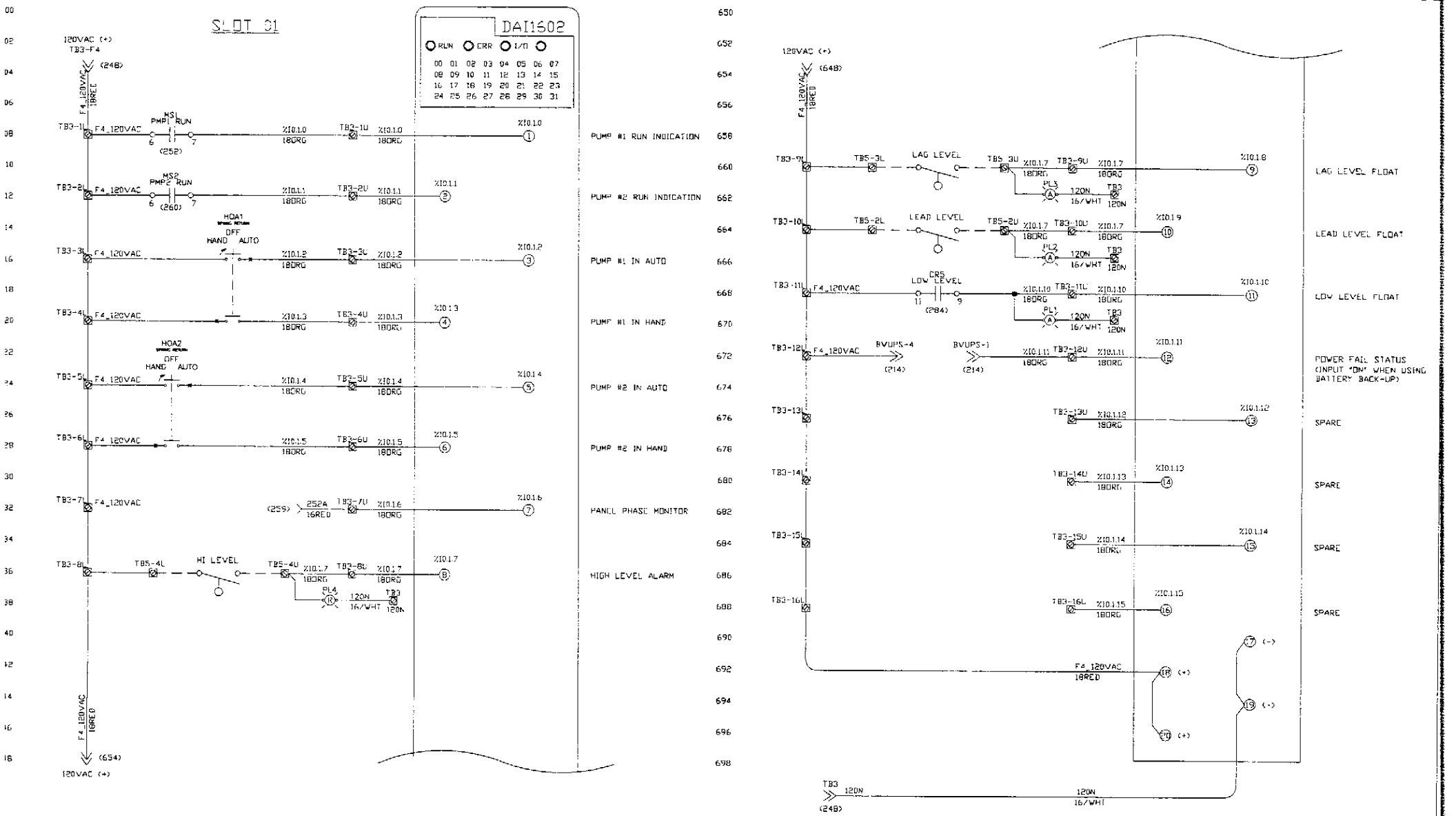
NO.:	REVISION:	DATE:	APVD BY:
01	AS BUILT		
01	SUBMITTAL	02/17/12	

CURRY CONTROLS COMPANY
LAKELAND, FLORIDA

PROJECT:
PORT ST LUCIE
PUMP PANEL

PAGE DESCRIPTION:
PLC POWER SUPPLY, PROCESSOR & COMMUNICATION MODULE

JOB-NO.:	SCALE:
J12-xxxx	N.T.S.
DATE: 02/17/12	DRAWN BY: EJO
ENGINEER: EJO	
DRAWING-NO.: Jxxxx-005	



NOTE:
1) ITEMS DENOTED MAY NOT BE APPLICABLE.

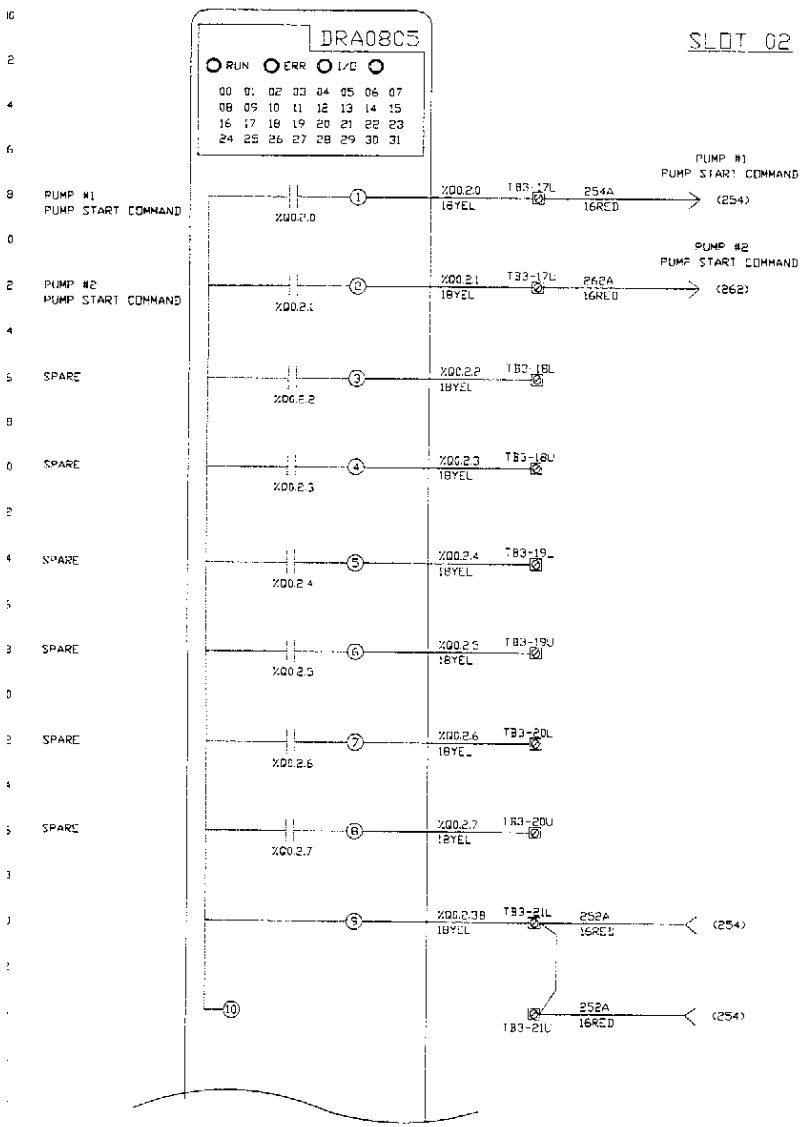
NO.:	REVISION	DATE:	APVD BY:
01	AS BUILT		
01	SUBMITTAL	02/17/12	

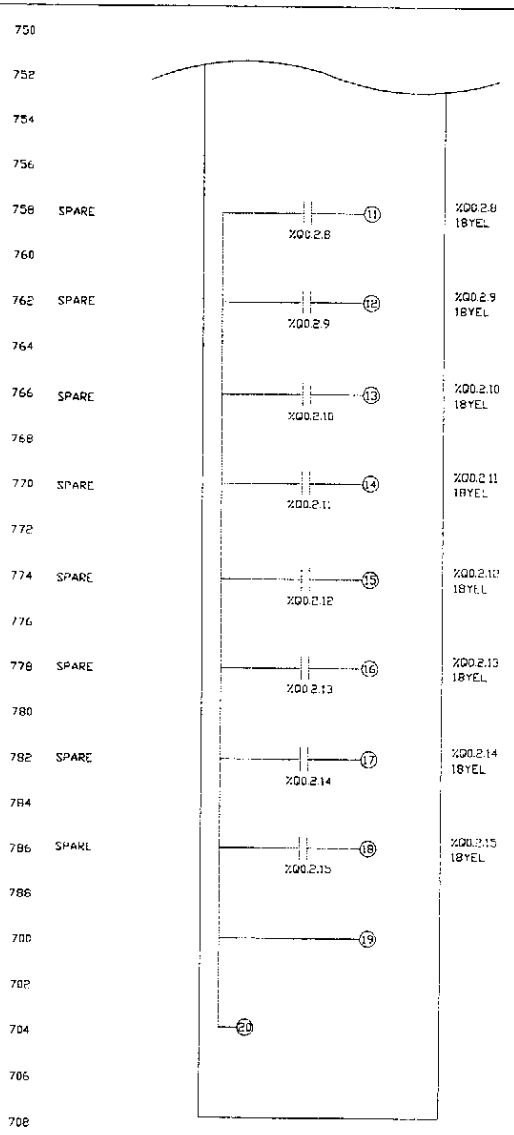
CURRY CONTROLS COMPANY
LAKELAND, FLORIDA

PROJECT:
PORT ST LUCIE
PUMP PANEL SP-24

PAGE DESCRIPTION:
PLC SLOT 01
120VAC DIGITAL INPUT MODULE

JOB-NO.: J12-8556
SCALE: N.T.S.
DATE: 05/07/12
DRAWN BY: EJO
ENGINEER: EJO
DRAWING-NO.: Jxxxx-006



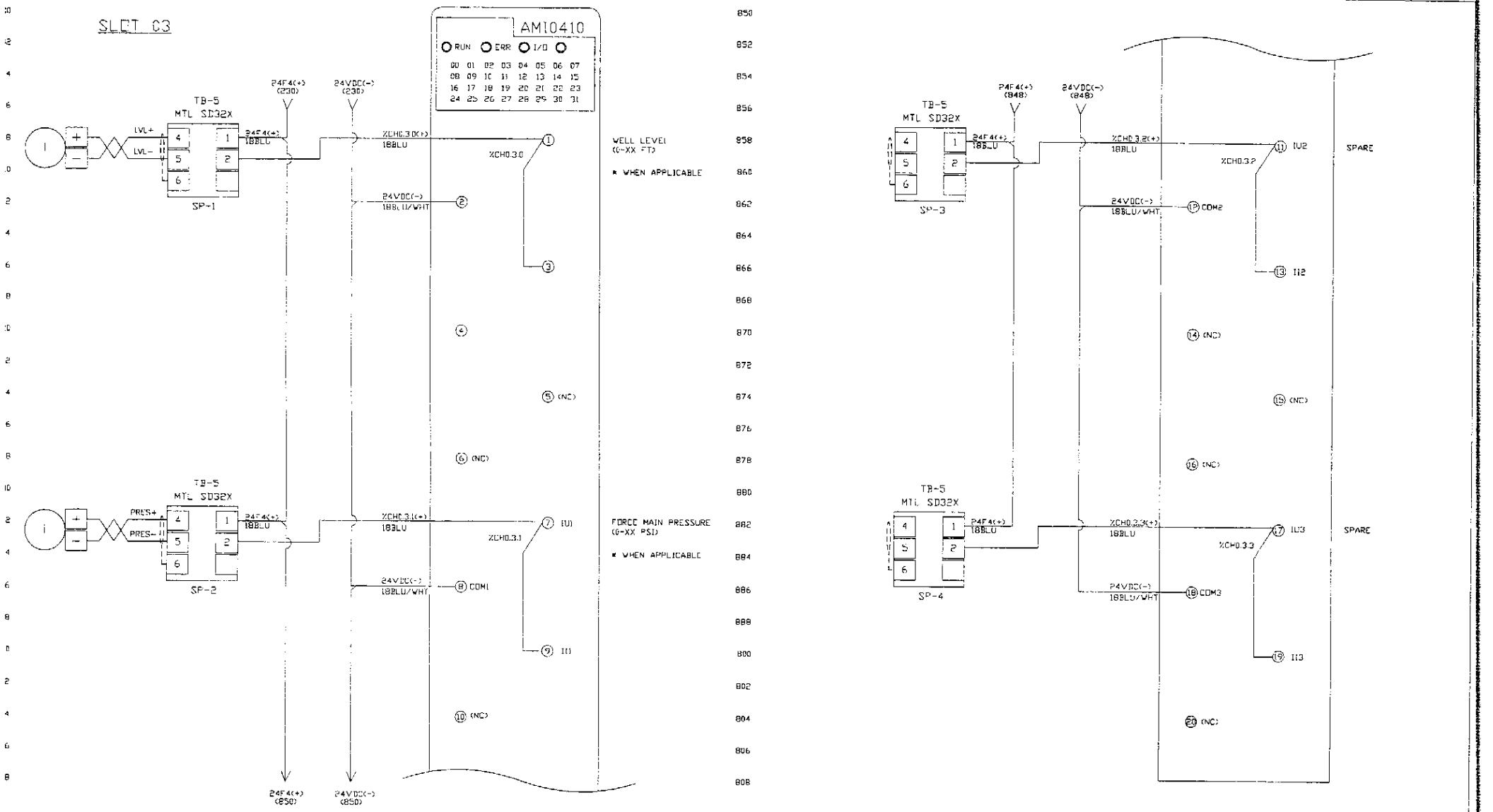


NO.:	REVISION:	DATE:	APVD BY:
01	AS BUILT		
01	SUBMITTAL	02/17/12	

CURRY CONTROLS COMPANY
LAKELAND, FLORIDA

PROJECT: PORT ST LUCIE PUMP PANEL
PAGE DESCRIPTION: PLC SLOT 02 RELAY OUTPUT MODULE

JOB-NO.: J12-XXXX
SCALE: N.T.S.
DATE: 05/07/12
DRAWN BY: EJO
ENGINEER: EJO
DRAWING-NO.: JXXXX-007



NO.:	REVISION:	DATE:	APVD BY:
01	AS BUILT		
01	SUBMITTAL	07/16/12	

CURRY CONTROLS COMPANY
LAKELAND, FLORIDA

PROJECT:	PORT ST LUCIE LIFT STATION RTU
PAGE DESCRIPTION:	PLC SLOT 03 SPARE SLOT

JOB-NO.:		SCALE:
12-XXXX		N.T.S.
DATE:	DRAWN BY:	ENGINEER:
05/07/12	EJO	EJO
DRAWING-NO.:	Jxxxx-008	

ADDENDUM #2
SEALED BID #20120053
E-BID
LIFT STATION SP-24 REPLACEMENT

Attachment "C" – Items Purchased by the City

FERGUSON ENTERPRISES, INC.
1950 NW 18TH STREET
POMPANO BEACH, FL 33069-1394

INVOICE NUMBER	CUSTOMER	PAGE
0456404	10562	1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

Please contact with Questions:
954-973-8100

FEI-POMPANO BEACH, FL WW #125
PO BOX 100286
ATLANTA, GA 30384-0286

00007628 01 MB D.404 01 TR 033 FRIDCF01 000000
CITY OF PORT ST LUCIE
UTILITY SYSTEM DEPT
900 SE OGDEN LANE
PORT SAINT LUCIE, FL 34983

SHIP TO
CITY OF PORT ST. LUCIE
ATTN PAULA WILLIAMS 772-873-6427
1001 SE PRINEVILLE ST
PORT SAINT LUCIE, FL 34983

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1730	1730	FLE	CARD 6233	MS3	SPOOLS SP-24	04/11/12	10 85264

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
2	2	FFELPU1	6 X 1 FT FLGXFLG EPOX P		EA	
3	3	F9P4U	6 DI 125# FLG P-401 90 BEND		EA	
2	0	FTP4U	6 DI 125# FLG P-401 TEE		EA	
2	2	TAPBFP4UK	6X2 DI 125# P-401 TAP BLIND FLG		EA	
1	1	SP-CFUP4P	6X4 DI COMP FLG P401 LINED'		EA	
2	1	F4P4U	6 DI 125# FLG P-401 45 BEND		EA	
1	0	FCROSSP4U	6 DI 125# FLG P-401 CRS		EA	
2	0	SP-6X20FLGXPE	6X20 FLG X PE P-401 EPOX LINED		EA	
1	0	FPELPU10	6 X 10 FT FLGXPE EPOX PIPE		EA	
3	3	AFC52SCLSU	6 FLG LEV & SPRG CHK VLV **********		EA	
3	3	D118FU	6 CI FLG N/LUBE PLUG VLV EPOXY LINED **********		EA	
200	200	S4HCSFN	3/4X3-1/2 SS 304 H/HEAD CAP SCRW		EA	
200	200	S4HNF	3/4 SS 304 HEX NUT		EA	
16	16	S4HCSEM	5/8X3 SS 304 H/HEAD CAP SCRW		EA	
16	7	S4HNE	5/8 SS 304 HEX NUT		EA	
5	5	IS44NBM	1/4X3 SS SCH40 304 NIP		EA	
5	5	FNW200B	*1011 1/4 SS 1000# THRD 2PC FP BV L		EA	
2	2	IS4CT4B	1/4 SS 304 150# THRD 45 ELL		EA	
2	2	D400FAL	4 ALUM MALE ADPT X MPT		EA	
2	2	D400DCAL	4 ALUM DUST CAP		EA	
2	2	FERP4UP	6X4 DI 125# FLG P-401 ECC RED		EA	
1	1	IS4CTBKF	2X3/4 SS 304 150# STR BUSH		EA	
1	1	IS4CTTF	3/4 SS 304 150# THRD TEE		EA	
1	1	PF200F	3/4 BRS 400# WOG 2PC IPS RP BV		EA	
1	1	DS44NFU	3/4X6 SS SCH40 304 NIP		EA	
1	1	DS44NFK	3/4X2 SS SCH40 304 NIP		EA	
1	1	IS44NFCL	3/4XCLOSE SS SCH40 304 NIP		EA	
5	0	DS44NTOEBG	1/4X1 SS S40 304 NIP TOE		EA	
1	1	AD025K	2 SEWAGE COMB AIR RELEASE VLV		EA	
1	1	FBA43444WG	1 CTS X MTR GRIP ANG BV		EA	
2	2	IBRBFB	3/4X1/4 BRS BUSH		EA	
1	1	IBRBGB	1X1/4 BRS BUSH		EA	
3	3	FNW420B	1/4 BRS 600# WOG THRD 2PC FP BV		EA	
2	1	IS4CTTG	1 SS 304 150# THRD TEE		EA	
2	0	SP-0-60PRESGAUGE	1/4 0-60 W/ DIAPHRAGM GAUGE		EA	
2	2	BRNGU	1X6 BRS NIP		EA	
1	1	IBRTGGF	1X1X3/4 BRS TEE		EA	
1	1	IBRCG	1 BRS COUP		EA	
2	2	BRNGCL	1XCLOSE BRS NIP		EA	
1	1	PF200G	1 BRS 400# WOG 2PC IPS RP BV		EA	
1	1	D100FAL	1 ALUM MALE ADPT		EA	
1	1	D100DCAL	1 ALUM DUST CAP		EA	
1	1	PF71FC	3/4 BRS IPS HOSE BIBB		EA	
1	1	FL1444G	1 FIP X CTS GRIP COMP 90 BEND		EA	
1	1	BRNG36	1X36 BRS NIP		EA	
1	1	FBA43444WG	1 CTS X MTR GRIP ANG BV		EA	
3	3	C261X	2PC SCRW CI HW VLV BX 18-24 WTR		EA	

FERGUSON ENTERPRISES, INC.

TERMS: NET 10TH PROX ORIGINAL INVOICE TOTAL DUE CONTINUED

FERGUSON ENTERPRISES, INC.

1950 NW 18TH STREET
POMPANO BEACH, FL 33069-1394

INVOICE NUMBER	CUSTOMER	PAGE
0456404	0562	2

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	U/M	AMOUNT
3	3	MJ4P4LAU	6 MJ CT53 P-401 45 BEND L/A		EA	
1	1	MJ9P4LAU	6 MJ C153 P-401 90 BEND L/A		EA	
1	0	MJTP4LAUP	6X4 MJ CT53 P-401 TEE L/A		EA	
			CITY OF PSL SPEC			
1	1	AFC2606DLAFMM	6 MJ RW DI OL SS STEM VLV L/A		EA	
1	1	AFC2604DLAFMM	4 MJ RW DI OL SS STEM VLV L/A		EA	
1	1	MJ9P4LAP	4 MJ C153 P-401 90 BEND L/A		EA	
1	1	SPWPC6	6 SIGMA BELL REST F/ C900 *PVLOK		EA	
			PICK UP FROM 1208			
20	0	DR18GPP	4 C900 DR18 PVC GJ GREE PIPE		FT	
20	0	P80BP	4 X 20 FT PVC SCH80 BE PIPE		C	
1	0	P80SMAP	4 PVC SCH80 SXM ADPT		EA	
1	1	IMJTGP	4 SBR MJ IPS TRANS GSKT		EA	
5	5	SSLC4AP	4 PVC WDG REST *ONELOK W/ ACCY		EA	
8	8	SSLC6AP	6 PVC WDG REST *ONELOK W/ ACCY		EA	
1	1	SSLD6AP	6 DI WDG REST *ONELOK W/ ACCY		EA	

INVOICE SUB-TOTAL

FERGUSON ENTERPRISES, INC.

TERMS: NET 10TH PROX ORIGINAL INVOICE TOTAL DUE

FERGUSON ENTERPRISES, INC.

1950 NW 18TH STREET
POMPANO BEACH, FL 33069-1394

INVOICE NUMBER	CUSTOMER	PAGE
0456404-1	10562	1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FEI-POMPANO BEACH, FL WW #125
PO BOX 100286
ATLANTA, GA 30384-0286

Please contact with Questions:
954-973-8100

00000714 01 AT 0.374 01 TR 004 FRIDCA01 000000
CITY OF PORT ST LUCIE
UTILITY SYSTEM DEPT
900 SE OGDEN LANE
PORT SAINT LUCIE, FL 34983

SHIP TO
CITY OF PORT ST. LUCIE
ATTN PAULA WILLIAMS 772-873-6427
1001 SE PRINEVILLE ST
PORT SAINT LUCIE, FL 34983

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1730	1730	FLE	CARD 6233	MS3	SPOOLS SP-24	04/19/12	10 85333

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
2	2	FTP4U	6 DI 125# FLG P-401 TEE		EA	
1	1	F4P4U	6 DI 125# FLG P-401 45 BEND		EA	
1	1	FCROSSP4U	6 DI 125# FLG P-401 CRS		EA	
2	2	SP-6X20FLGXPE	6X20 FLG X PE P-401 EPOX LINED		EA	
1	1	FPELPU10	6 X 10 FT FLGXPE EPOX PIPE		EA	
			**********			
			EPOXY LINED			
			**********			
9	9	S4HNE	5/8 SS 304 HEX NUT		EA	
5	5	DS44NTOEBG	1/4X1 SS S40 304 NIP TOE		EA	
2	2	SP-0-60PRESGAUGE	1/4 0-60 W/ DIAPHRAGM GAUGE		EA	
1	1	MJTP4LAUP	6X4 MJ C153 P-401 TEE L/A		EA	
			CITY OF PSL SPEC			
			PICK UP FROM 1208			
20	20	DR18GPP	4 C900 DR18 PVC GJ GREE PIPE		FT	
20	20	P80BP	4 X 20 FT PVC SCH80 BE PIPE		C	
1	1	P80SMAP	4 PVC SCH80 SXM ADPT		EA	
1	1	IS4CTTG	1 SS 304 150# THRD TEE		EA	
			INVOICE SUB-TOTAL			

FERGUSON ENTERPRISES, INC.

TERMS: NET 10TH PROX

ORIGINAL INVOICE

TOTAL DUE

Xylem Water Solutions U.S.A., Inc.

1730 TENTH STREET W.
RIVIERA BEACH,FL 33404
Tel.(561)848-1200 Fax:(561)848-1299

REMIT TO

P.O. BOX 223724
Pittsburgh,PA 15251-2724

INVOICE

YOUR PURCHASE ORDER: SP24

INVOICE NO.	FUS NO.	DATE SHIPPED	DELIVERY NOTE
076780S0	833411	3/20/12	973009

INVOICE DATE	TRN	WHS	PAYMENT TERMS
3/20/12	A3	240	PAID BY CREDIT CARD

Sold To: Customer No. 105015

CITY OF PORT ST. LUCIE
UTILITIES
121 SW PORT ST LUCIE BLVD

PORT SAINT LUCIE FL 34984

Ship To:

CITY OF PORT ST. LUCIE
MIKE JOLLY 772-528-2099
1001 PRINEVILLE ST
PORT ST. LUCIE FL 34983

ORDER LEAD TIME	F.O.B/FREIGHT	ORDER PROCESSED BY
NO LT DISCOUNT APPLIES	Prepaid	FLYGT-WEST PALM,FL BRANCH
SHIP VIA	**ORDER TEXT**	**CUSTOMER TEXT**
Shipper choice-Ground	MIKE JOLLY	Gail Freese

LINE	ITEM/DESCRIPTION	QUANTITY SHIPPED / UM	UNIT PRICE / DISCOUNT/CHARGE	NET PRICE	EXTENDED AMOUNT
	Quote# 2012-WEP-0082 EMAIL MANDIE.DAWSON@XYLEMINC.COM PRIOR TO SHIPMENT SO SHE CAN PROCESS CREDIT CARD.				
001	0031271811346 CP483-4 10/230/3 50' FLS FV+ BWR S/N:1210090 D/N 973009 S/N:1210091 D/N 973009 DISABLE FLS	2 EA			
002	1409421005998G BASE PLATES 19"X23"X1/2" 316SS	2 EA			
			TOT PRICE/GROUP 001 - 002		
			SUB-TOTAL OF POSITIONS USD		
	** ADD NO FREIGHT CHARGES **				
	POSTED TO VISA		NET AMOUNT BEFORE TAXES USD		
	DISPATCH INFO: DELIVERED BY KEITH GROSE				
				ORDER TOTAL	USD

438-3380-563006

Xylem Water Solutions U.S.A., Inc.

1730 TENTH STREET W.
RIVIERA BEACH,FL 33404
Tel.(561)848-1200 Fax:(561)848-1299

*D*U*P*L*I*C*A*T*E

INVOICE

YOUR PURCHASE ORDER	
SP24	

INVOICE NO.	FUS-NO.	DATE SHIPPED	DELIVERY-NOTE
07678236	833411	3/21/12	972682

INVOICE DATE	TRN	WHS	PAYMENT TERMS
3/21/12	A3	220	PAID BY CREDIT CARD

REMIT TO

P.O. BOX 223724
Pittsburgh,PA 15251-2724

Sold To: Customer No.: 105011

CITY OF PORT ST. LUCIE
UTILITIES
121 SW PORT ST LUCIE BLVD

PORT SAINT LUCIE FL 34984

Ship To:

CITY OF PORT ST. LUCIE
MIKE JOLLY 772-528-2099
1001 PRINEVILLE ST
PORT ST. LUCIE FL 34983

ORDER LEAD TIME	F.O.B/FREIGHT	ORDER PROCESSED BY
NO LT DISCOUNT APPLIES	Prepaid	FLYGT-WEST PALM,FL BRANCH
SHIP VIA	**ORDER TEXT**	**CUSTOMER TEXT**
WATKINS/FedEX National	MIKE JOLLY	Gail Freese

DN	ITEM/DESCRIPTION	QUANTITY SHIPPED / U/M	UNIT PRICE / DISCOUNT/CHARGE	NET PRICE	EXTENDED AMOUNT
	Quote# 2012-WEP-0082 EMAIL MANDIE.DAWSON@XYLEMINC.COM PRIOR TO SHIPMENT SO SHE CAN PROCESS CREDIT CARD.				
001	0000005401305 CONNECTION,DISCH 4X4" CI	2 EA			
002	0000006136804 BRACKET,GUIDE BAR UPPER 2" 316 OLD NUMBER: APUMPDPGBRKTSS	2 EA			
003	1400000490103 TS3162 FEET 2"GUIDE RAIL 316SS FOUR LENGTHS OF 20'X 2" GUIDE RAILS 316SS	80 FT			
004	1400000591022 HACBHOPBCH CABLE HOLDER 316SS+ PBCH 1/2 & 3/16" HOOKS	1 EA			
	TOT PRICE/GROUP 001 - 004				
	SUB-TOTAL OF POSITIONS USD				
	** ADD NO FREIGHT CHARGES **				

POSTED TO VISA

Cont on 2

Xylem Water Solutions U.S.A., Inc.

1730 TENTH STREET W.
RIVIERA BEACH,FL 33404
Tel.(561)848-1200 Fax:(561)848-1299

REMIT TO

P.O. BOX 223724
Pittsburgh,PA 15251-2724

*D*U*P*L*I*C*A*T*E

INVOICE

YOUR PURCHASE ORDER
SP24

INVOICE NO.	BUS NO.	DATE SHIPPED	DELIVERY NOTE
07678236	833411	3/21/12	972682

INVOICE DATE	TRN	WHS	PAYMENT TERMS
3/21/12	A3	220	PAID BY CREDIT CARD

Sold To: Customer No. 105011

CITY OF PORT ST. LUCIE
UTILITIES
121 SW PORT ST LUCIE BLVD

PORT SAINT LUCIE FL 34984

Ship To:

CITY OF PORT ST. LUCIE
MIKE JOLLY 772-528-2099
1001 PRINEVILLE ST
PORT ST. LUCIE FL 34983

ORDER LEAD TIME	F.O.B/FREIGHT	ORDER PROCESSED BY
NO LT DISCOUNT APPLIES	Prepaid	FLYGT-WEST PALM,FL BRANCH
SHIP VIA	**ORDER TEXT**	**CUSTOMER TEXT**
WATKINS/FedEX National	MIKE JOLLY	Gail Freese

LINE	ITEM/DESCRIPTION	QUANTITY SHIPPED / UM	UNIT PRICE / DISCOUNT/CHARGE	NET PRICE	EXTENDED AMOUNT
	TOTAL WEIGHT	420.000 LBS			
	NET AMOUNT BEFORE TAXES USD				
	DISPATCH INFO: 2589988026			ORDER TOTAL USD	

Xylem Water Solutions U.S.A., Inc.

1730 TENTH STREET W.
RIVIERA BEACH,FL 33404
Tel.(561)848-1200 Fax:(561)848-1299

REMIT TO

P.O. BOX 223724
Pittsburgh,PA 15251-2724

INVOICE

YOUR PURCHASE ORDER: MIX FLUSH VALVE

INVOICE NO.	FUS NO.	DATE SHIPPED	DELIVERY NOTE
07676495	833512	3/08/12	970627

INVOICE DATE	TRN	WHS	PAYMENT TERMS
3/08/12	A3	240	NET 60 DAYS

Sold To: Customer No: 105011

CITY OF PORT ST. LUCIE
UTILITIES
121 SW PORT ST LUCIE BLVD

PORT SAINT LUCIE FL 34984

Ship To:

CITY OF PORT ST. LUCIE
MIKE JOLLY 772-528-2099
1001 PRINEVILLE ST
PORT ST. LUCIE FL 34983

ORDER LEAD TIME	F.O.B/FREIGHT	ORDER PROCESSED BY
NO LT DISCOUNT APPLIES	Prepaid	FLYGT-WEST PALM,FL BRANCH
SHIP VIA	**ORDER TEXT**	**CUSTOMER TEXT**
Branch Delivery	MIKE JOLLY	GAIL FREESE

LINE	ITEM/DESCRIPTION	QUANTITY SHIPPED / UM	UNIT PRICE / DISCOUNT/CHARGE	NET PRICE	EXTENDED AMOUNT
	Quote# 2012-WEP-0093 EMAIL MANDIE.DAWSON@XYLEMINC.COM PRIOR TO SHIPMENT SO SHE CAN PROCESS CC.				
001	0000005565101 VALVE,FLUSH	1 EA			
	SUB-TOTAL OF POSITIONS USD ** ADD NO FREIGHT CHARGES ** NET AMOUNT BEFORE TAXES USD				

POSTED TO VISA

ORDER TOTAL USD

438-3380-563000

xylem

Xylem Water Solutions USA, Inc.
Flygt Products

1730 Tenth Street W
Riviera Beach, FL 33404
Tel (561) 848-1200
Fax (561) 848-1299

February 24, 2012

Quote # 2012-WEP-0093

CITY OF PORT ST. LUCIE
ATTN: MIKE JOLLY
121 SW PORT ST LUCIE BLVD
PORT SAINT LUCIE FL 34984

Re: PARTS QUOTE

PARTS QUOTE

Qty	Part Number	Description	Unit Price	Extended Price
1	556 51 01	VALVE,FLUSH		

Total Project Price

Taxes: The prices quoted above do not include any state, federal, or local sales tax or use taxes. Any such taxes as applicable must be added to the quoted prices.
Terms of delivery: Freight PP/Add Actual
Terms of Payment: Net 45 Days
Terms & Conditions:
Order is subject to credit approval.
A charge of 1.5% per month will be added to all balances unpaid 45 days after invoice date.
A cancellation charge of 20% of the value of the order will be assessed for special orders or control panels cancelled after production is completed.

Please feel free to call if you have any questions or if you require assistance.

RECEIVED
MAR - 9 2012

Sincerely,

Gail Freese
Inside Sales Associate
Phone: 561/848-1200 ext.107

gail.freese@xyleminc.com

Company Name:_____
Accepted By:_____
Print Name:_____
Date:_____

FLYGT
a xylem brand

438-3380-563000 Warehouse Form Shared Forms

CURRY CONTROLS COMPANY

4245 S. Pipkin Road – Lakeland, FL 33811
P.O. Box 5408 – Lakeland, FL 33807
Phone (863) 646-5781 Fax (863) 646-3899
www.CurryControls.com

March 1, 2012

Mr. Jamie Franklin
City of Port St. Lucie

RE: Lift Station **SP-24** PCP/RTU control panel
Curry Controls Company Quote **Q11-3816/24**

Dear Mr. Franklin:

Curry Controls Company is pleased to offer this quotation to provide and install one (1) each Pump Station PCP/RTU combination control panel for the City of Port St. Lucie. This PCP/RTU panel will be built to existing City PSL standards for control and pump panels used to monitor and control a float based wastewater pump station with additional items and services as noted:

Item A: Control Panels

- 1 each PCP/RTU Control Panel at SP-4 Pump Station.
  - Control panels will be pre-wired, fully assembled with Modicon **M340 PLC hardware** and all required I/O ***(I/O included 16DI, 16DO, & 4AI)*** and communication modules for a complete and functioning system
  - Pump Control panel design to accommodate a duplex station w/ pumps ratings of 15HP/3PH/230VAC *(see detailed drawing per separate attachment)*
  - Fiber Optic Hardware
    - Cisco Network Switch per City standards
    - Cisco Single Mode Fiber Optic Transceivers
    - Fiber Optic Patch Panel w/ ST ceramic inserts
    - Fiber Optic Patch Cord

Item B Programming

- Curry Controls Company will provide PLC and HMI / SCADA programming as required.

Item C: Support

- Submittals
- Engineering
- CAD drawings and As-Builts
- Start-Up
- Testing
- Training
- 1 year warranty

Curry Controls Company specifically, not by way of limitation, excludes the following:

1. Any fiber optic cable, connectors, terminations or testing
2. Any new instruments

3. Any new software
4. Any RF communication equipment

Notes:

1. *Delivery – Will advise*
2. *Terms negotiable*
3. *Quote good for 30 days*

Please feel free to contact me with any questions.

Sincerely,

Scott W. Cyphert

Cc: File Copy

ADDENDUM #1
SEALED BID #20120053
E-BID
LIFT STATION SP-24 REPLACEMENT
June 14, 2012

Bid Opening Date Change:

The E-Bid opening date has been extended to **June 26 , 2012** @ 3:00 PM. and the contract completion time is extended by **seven (7) additional calendar days.**

Questions and Answers:

The following questions and answers are provided to submit vital information to assist bidders in gathering information. A separate Addendum will be issued which will contain any additional questions and answers revised construction drawings and additional information.

1. There will need to be a wet tap or temporary pump out connection provided during construction on the existing force main. We can not use the existing pump out because it will be in the way of construction. Please clarify where this will be constructed and where it will be paid for in the bid schedule.

The pump-out is to be constructed by the contractor. Materials on the attached list are to be provided by the City. Sheet 02 of the plans shows the insertion valve and pump out as "new". Payment is to be included in Line Item 22.

2. Is the generator provided by the City? If not please provide specifications and all pertinent details for installation and purchase.

The generator will be provided by the City.

3. Please take a look at "EXHIBIT A" in the technical specifications. The following Item Numbers need clarification 12,14,16,17,19,20,21,22,&23. The descriptions do not match the scope of work as outlined in the General Conditions. The descriptions need to be revised to reflect what the City is purchasing and is this a "Replacement project or a "Rehabilitation Project". Please clarify. Please and specifications are confusing.

This project is a lift station "Rehabilitation" and as such many components are "replaced". Pay Item Descriptions have been revised for items 14, 15, 16, 17, 19, 20, 22 & 23. A detailed list of items purchased by the City is attached. The bidders are responsible for any other items needed to complete the project.

4. Is the telemetry being provided by the City? Please clarify.

Telemetry components are included in the control panel provided by the City. Fiber optic cable is provided by the City to the connection point shown on the plans, just outside the fence on Sheet 02 of the plans. Shop drawings for the Control Panel are attached.

5. There will need to be an open cut to get to the manhole in the street to bypass pump. How will this be paid for and will it be allowed? (asphalt is new in the street)

No open cut is allowed. PSL Engineering has approved a road closure and detour for 3 days.

6. Where is the pay item for the new fencing for the lift station?

The new, permanent fencing after completion of this contract is provided by the City. The bidder is only responsible for temporary fencing.

7. Reference is made to a statement in the scope of work that the City will purchase materials for the project. Please provide a detailed list of all materials to be purchased.

Detailed list attached. Bidders are responsible for all other materials not specifically listed.

8. The project documents also reference a 30 day completion time. Please define when this time starts as some items the City will purchase has long fabrication and delivery times. Can you provide a construction schedule to define when we can start? This will directly impact by pass pumping for the lift station, especially if components are not delivered on time. Will the City pay for any additional bypass pumping should this occur? Please clarify.

The project start date is the date of the Purchase Order. The City intends to have all City-provided items in hand at that time. If there are any delays due to City-provided items the contractor will be eligible for compensation. Bypass pumping should not begin until all required material is on site.

Questions Received on 6/7/12

1. Will the existing hatch on the lift station be suitable for the new pumps to be installed ? Looks to small and does not meet current standards.

The existing wetwell top slab and lid will be replaced with a new top slab, hatch and safety grate assembly.

2. Is this a Davis- Bacon project? Rates are posted in the bid documents on page 31 of 56. Please clarify.

3. The oak tree next to the existing lift station needs to be trimmed. Can it be trimmed to allow construction of the improvements? Is there any special requirements if it can be trimmed?

The City will have the Oak Tree trimmed prior to commencement of construction.

4. Is the wet well to be replaced or are we reusing the existing wet well and applying a surface to the interior? Elevations vary from the existing wet well detail as shown on page 4 on the plans to the proposed wet well detail on page 5 of the plans. Please clarify which prevails.

The wetwell is not being replaced the existing wetwell is to be relined with an approved spray-on coating.

The as-built drawings (sheet 04) show the wetwell rim elevation to be 15.3' (NGVD). In addition to this, a 10" riser is to be added to the wetwell to bring the rim elevation to approx.16.1' (NAVD).

5. Please provide the operating conditions of the pumps and the pressure at the force main for bypass pumping design.

The static force main pressure is approx. 20 psi.
Approximately 160 ERC's for an est. 40,000 gallons per day are currently connected to the lift station.

6. If we are reusing the existing wet well which interior surface do you prefer to have as the liner? Please clarify.

A liner/coating listed on the Qualified Products List such as Strong Seal is preferred.

7. Does this project require certified Payroll?

8. Is this project a buy American project?

Questions Received on 6/13/12

1. Is the generator part of the scope of work?

No. The City already owns the generator.

2. Please provide dimensions and details about the two 2" PVC conduits between the generator slab and the electrical equipment. Do the conduits stub up and cap or terminate into the control cabinet?

Dimensions and details will be added to the revised plans.

3. The existing power supply is 240v 3phase 100 amps. The bid invitation calls for 150 amps. The underground wiring from the FPL transformer bank located approximately 200+ feet to the north is owned by the city and FPL has no record of whether it is in conduit or direct buried wire. Please provide additional information as to what to include in the bid for this part of the project. Do we re use the existing wire and or conduit or install a new feeder?
The Addendum will include changes to require a 100 amp service.

PSLUSD personnel exposed the power feed to the panel approximately 3'-4' from the panel and found the cable to be in conduit.

The conduit must be extended from the existing panel (underground) to the new control panel location and new wire pulled from the transformer to the new control panel.

4. The construction schedule is listed as 30 days. The specifications call for 316 stainless steel hardware and disconnect switch. These items require some lead time as they are not normal

stock items. Presumably there will need to be review and approval of shop drawings before these items can be ordered. Please detail how the contractor is supposed to complete the project in the time stated given the constraints above. Will the completion of submittal approval be done before the 30 days begins?

5. Plan review is typically two weeks for electric permit. Additionally the contractor must provide his own drawings for this permit. Will the permitting process be completed before the 30 days begins?

The Utility Department does not review or issue electric permits and is therefore is unable to answer for another department.

6. Is the contractor to provide any fiber optic cable or terminations?

No. The fiber optic cable and terminations will be provided by the City.

7. The fiber optic pull box is located in a different place than shown on the drawings. Please advise.

The actual installed location of the pull box will be shown on the revised plans.

8. Are electric permit and plan review fees to be paid by the contractor?

Yes.

9. Are the Wika pressure transducers provided by the city or the contractor?

The pressure transducers for the water service and force main will be provided by the City.

10. Can we use a fusible safety switch in lieu of the enclosed circuit breaker?
No.

Instructions to Bidder:
Each bidder MUST acknowledge receipt of any addenda on the Bid Reply Sheet #20120053 in order to have his/her bid or proposal to be accepted.

CITY OF PORT ST. LUCIE

SEALED BID #20120053
E-BID

LIFT STATION SP-24 REPLACEMENT

Prepared By:
Helen Quintana, CPPB
Office of Management & Budget
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
PH: 772-871-5221 FAX: 772-871-7337
EMAIL: hquintana@cityofpsl.com

Technical Specifications Section, Attachment "A", Pages 1-53
And Plan Drawings Prepared by the City of Port St. Lucie Utility Systems Engineering Department, Engineer of Record:
Laney Southerly, P.E.
City of Port St. Lucie
Utility Systems Department

NOTE: THIS REQUEST FOR E-BID IS ONLY FOR THE FOLLOWING CONTRACTED CONTRACTORS: Felix Associates, LLC; Garney Construction; InterCounty Engineering, Inc.; Melvin Bush Construction, Inc.; Ric-Man International, Inc.

INVITATION TO BID

Sealed E-BID #20120053 for the Lift Station #SP-24 Replacement will be received by the City of Port St. Lucie, 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, **June 19th , 2012 @ 3:00 P.M.**

The Project consists of the Replacement of the existing lift station and all associated piping, piping connections, fencing, new concrete driveway, relocation of electrical service, lift station level controls, control panel, fiber optic telemetry and accessories, and all other items identified on the Contract Drawings. All work must be completed within 30 calendar days.

Many of the materials for the project are intended to be purchased by the City to be installed by the Contractor. The items to be purchased by the City include the following generic items. A more detailed list is included later in the bid package.

- ☐ Pumps (Flygt model 3127, 10 HP)
- ☐ Pump Base Plates
- ☐ 2" Guide Rails and Brackets
- ☐ Float Rack
- ☐ Discharge Piping (from pumps to the connection to the existing force main)
- ☐ Plug Valves and Check Valves (from pumps to the connection to the existing force main)
- ☐ Ductile Iron Fittings (from pumps to the connection to the existing force main)
- ☐ Pressure Transducers
- ☐ Pressure Gauges
- ☐ Control Panel with Fiber Optic Telemetry Capability
- ☐ Water Service and Meter Assembly

The performance of the associated work must conform to the requirements of the construction permit by the Port Saint Lucie Utility Systems Department (PSLUSD) and other applicable regulatory requirements as described in the Bid Specifications, Contract Documents, Construction Plans and Technical Specifications.

Electronic replies will be the **only** method for Sealed E-Bidding. E-Bidding will be done through a secure locked box. Contractors can only view/submit their E-Bid and will not have access to any other Contractor's submittals. The Contractor's Bid may be changed at the Contractor's discretion until the due date and time have been reached at which time the Contractor will no longer change or have access to the electronic Bid submittal. The Office of Management and Budget will then open the E-Bids. Contractors who are bidding electronically for the first time are strongly encouraged to contact Demand Star at (800) 711-1712 or obtain assistance by e-mailing questions to SupplierServices@onvia.com.

The above listed companies are invited to take part in this process. A one-time-only pre-bid conference will be held at the Office of Management and Budget Conference Room, Ste. 390, Bldg. A City Complex, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida at **June 13, 2012 @10:00 A.M.**. This is meeting is not mandatory

to attend, but Contractors are encouraged to attend. At this time the requirements, specifications and other documents will be explained, and questions regarding the electronic Bid process will be discussed. The plans associated with this Bid are available on DemandStar.com. **A one time only site visit will follow the conference if deemed necessary by Utility Systems Department.**

All Bids must be received by the date and time specified above, when they will be opened and publicly read aloud. The Bid time must be and shall be scrupulously observed. Under no circumstances shall Bids, delivered after the time specified, be accepted or considered. It is the sole responsibility of the Contractor to ensure that his or her Bid reaches the Office of Management and Budget on or before the closing date and time. The City shall in no way be responsible for delays caused by any occurrence. **No exceptions will be made.**

The City reserves the right to negotiate with all five Contractors, should all Bids exceed the available project budgetary and/or time restraints. The Contractors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Any such revisions may be permitted through negotiations after submissions. Prior to award any revisions to scope of work will be offered to all Contractors for the purpose of obtaining competitive, comparable final proposals, via addendum. Furthermore, the City reserves the right to evaluate only those Bids, in whole and/or in part, meeting the project budgetary and time restraints, and/or to reject all Bids as provided for within this document.

The City of Port St. Lucie reserves the right to waive irregularities, reject an/or accept any and all Bids, in whole or in part, or take such other action as serves the best interest of the citizens of the City.

Each Contractor 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 needs to be scanned and uploaded onto DemandStar.com along with all other required documents, thus showing evidence that a Bid Bond was obtained. Contractors will send the **ORIGINAL** Bid Bond to reach the Office of Management and Budget no later than **three (3)** business days after the closing date 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 Contractor's responsibility to insure that the Bids are electronically uploaded onto DemandStar.com or received in the Office of Management & Budget prior to the date and time specified above. Receipt of a Bid in any other City office does not satisfy this requirement.

Bid Documents for the project include the following:

1. Sealed Bid Document – Pages 1 – 56 (including Federal required Provisions and Forms)

Attachments (not included in the Bid Documents):

2. Attachment "A" - Technical Specifications Pages 1-53
3. Attachment "B" - Construction Drawings prepared by City of Port St. Lucie: Sheets 1 through 8
4. Bid Reply Sheet (Excel) – Page 1 - Line items 1-26

SPECIFICATIONS
SEALED E-BID #20120053
Lift Station #SP-24 Replacement

OVERVIEW

The City of Port St. Lucie desires to obtain quotations from Contractors who hold Master Contracts with the City of Port St. Lucie relative to constructing the Lift Station #SP-24 Replacement project. This will include all components and work required construct a fully functional lift station facility. This will be a Unit Price Contract with no option for renewal.

INTENT

It is the intent of the City to procure services to furnish all materials, equipment and labor and to perform all work in accordance with the bid and contract document specifications for the City of Port St. Lucie, Lift Station #SP-24 Replacement. The performance of the associated work must conform to these specifications and requirements of the construction permit(s), HUD Contract Provisions, Federal Labor Standard Provisions, Davis-Bacon Information/Wage Determination Information, HUD Section 3 Clause, and other applicable regulatory requirements.
Any sidewalk work must meet all ADA requirements.

1. GENERAL REQUIREMENTS

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

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

1.3 Examination of Drawings and Contract Documents - Contractors shall thoroughly examine these specifications (pages 1 – 56) and all construction drawings (Sheets 1 – 8), technical specifications (Attachment "A", pages 1 – 54) prepared by City Utilities Engineer of Record, the City of Port St. Lucie, or other materials referred to herein, and conduct such investigations as may be necessary to thoroughly inform themselves regarding existing lift station, force main, and/or all other utilities, work zone limits and limitations, and general site and/or other conditions relative to compliance with this specification. No plea of ignorance by the Contractor of conditions that exist or may hereafter exist, as a result of failure or omission on the part of the Contractor to make said investigations and/or failure to fulfill in every detail the requirements of this specification and documents promulgated therein, will be accepted as a basis for varying the requirements of the City or the compensation of the Selected Contractor.

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

1.5 Award of Contract - The award date is the date that City Council executed the motion to award the Bid(s) regardless of the date Contractor received the notification of award. Notification of the award may be given by e-mail, facsimile, U.S. mail system, courier, or on the web site.

1.6 Question and Answer Session – The City reserves the right to request a Question and Answer Session during the post-Bid process to assist in evaluating the submitted Bids, if needed.

1.7 Variances to Specifications - Contractors must indicate any variances to the Specifications prior to the submission of the Bid. The Bidding Contractor shall submit all variances ten (10) days prior to Bid opening for the Engineer of Record and the Utility Systems Department review, approval and/or rejection of the alternate item. Additionally, if Bids are based on alternate products or items, Contractor must indicate the manufacturer's name and number of the alternate item(s) being offered and attach appropriate specifications. If approved, an Addendum will be issued notifying all Contractors that an alternate item can be included in their Bid. If variations and/or alternates are not stated in Contractor's reply, it shall be construed that the Bid fully conforms to the technical specifications.

1.8 OSHA Compliance - Contractors must agree that the products furnished and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970.

Authorized representatives of the Florida Department of Environmental Protection (FDEP) and other government officials shall at all times have safe access to the work, and the Selected Contractor shall provide proper facilities for such access and inspection.

1.9 Submittal of E-Bid – The unit prices for all Bids must be submitted electronically, utilizing the E-Bid Reply Excel Spreadsheet.

A. Request Bid Specifications, #20120053 from Demandstar, 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. The form will automatically total the unit prices.

C. Complete company information on E-Bid Reply Sheet #20120053.

D. Electronically sign the E-Bid Reply Sheet #20120053 where indicated.

E. Upload and submit the E-Bid Reply Sheet #20120053, E-Bid Reply Excel Spreadsheet, Required Federal Forms

F. **Original** 5% Bid Bond (**MUST** be received within 3 days after the opening or your bid may not be considered), Insurance Certificate(s), Drug Free Workplace Form and all other required forms, and the Checklist onto Demandstar by the due date and time. Acknowledge all Addenda on the E-Bid Reply Sheet #20120053.

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

1.9.2 Timeliness of Submittal - All Bids must be received by the date and time specified above, when they will be opened and publicly read aloud. The Bid time must be and shall be scrupulously observed. Under no circumstances shall Bids uploaded after the time specified be considered. It is the sole responsibility of the Contractor to ensure that his or her Bid is uploaded to DemandStar before the closing date and time. The City shall in no way be responsible for delays caused by any occurrence.

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

1.9.4 Checklist - Contractors are requested to return the attached Checklist that is contained in the Bid package with the Bid Reply Sheet.

1.10 Bid Security Bond (Bid 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 It is the Contractor's responsibility to ensure the Bid is electronically uploaded onto DemandStar.com or received in the Office of Management & Budget prior to the date and time specified above. Surety shall be rated by "A.M. Best's Rating Guide". This will be part of the electronic submittal as a PDF file. Contractors shall assure that the **ORIGINAL** Bid Bond reaches the Office of Management and Budget **no later than three (3) business days after the closing date and time.**

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

1.11 Shipping Terms - Contractors shall Bid F.O.B. Destination.

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

Pay Requests shall be submitted once a month, by the 10th of the month and payments shall be made within thirty - (30) days from receipt of an acceptable pay request, unless Contractor has chosen to use the Purchasing Card. Cash discounts for using the Purchasing Card will be considered when evaluating Bids. All invoices and correspondence relative to this Contract must contain the Contract number, Purchase Order number or VISA account number. Partial Release of Liens from all contractors, subcontractors, suppliers for materials and sub-sub contractors are to be attached to each invoice.

Liquidated Damages for Delays: If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City one thousand dollars ($1,000.00) as fixed, agreed and liquidated damages for each calendar day of delay until the work is substantially completed then the amount will be reduced to seven hundred fifty ($750.00) for each calendar day until final completion. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

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

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

PLEASE NOTE

The City has implemented a **Purchasing Card Program.** The Selected Contractor can take advantage of this program and in consideration receive payment within five to seven 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. Retainage can be negotiated if the Purchasing Card is used for payment.

Contractors 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 Contractor to make this statement the City shall assume the purchase or Contract price shall be governed by the Net 30 ARI.

1.13 Execution of Contract or Purchase Order - Selected Contractor will be required to execute a Standard City Contract within ten (10) days after notification by the City that Contract is available and also comply with the terms and conditions contained in the Master Contract #20080097. No Contract shall be considered binding upon the City until all parties have properly executed it.

NOTE: The Selected Contractor shall be required to follow the terms and conditions of the City's Master Contract #20080097 and the provisions of this Invitation to Bid, Technical Specifications and Construction Drawings. If the Contractor cannot accept these terms and conditions of the Contract, do not submit a Bid.

1.14 Contract Period: The Contract Period will be thirty (30) days allowing for issuance of contract document, Notice to Proceed and purchase order. In the event all work required in the Bid specifications has not been completed by the specified date, the Selected Contractor agrees to provide work as authorized by the Engineer until all work specified in the Bid specifications has been rendered. Written requests shall be submitted to the Engineer for consideration and recommendation of extension of completion time due to weather (effecting more than 50% of the day(s) critical path work scheduled), strikes, unavailable materials, or other similar causes over which the selected Contractor 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 selected 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 selected Contractor's control.

1.15 Failure to Execute Contract – Failure on the part of the selected Contractor to execute the Contract as required may be justification for the annulment of the award.

1.16 Subcontracting or Assigning of the Contract – The selected Contractor shall not subcontract, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein, to any person, firm or corporation without the written consent of the City. Each Contractor shall list all sub-contractors and each sub-contractor's percentage of the total Bid price, identify the tier level and identify the type of work provided by the subcontractors in the area provided on the Bid Reply Sheet.

1.17 Time of Award - The City reserves the right to hold Bid guarantees for a period not to exceed 90 days after the date of the Bid opening stated in the Invitation to Bid before making award.

1.18 Public Entity Statement - A person or affiliate who has been placed on the convicted contractor list following a conviction for public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted contractor list.

> **1.18.1 Discrimination** – An entity or affiliate who has been placed on the discriminatory contractor list may not submit a Bid on a contract to provide goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

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

1.20 Permits – The selected Contractor shall be responsible for obtaining all permits, not already acquired by the City, as noted in the technical specification, licenses, certifications, etc., required by

Federal, State, County, and Municipal laws, regulations codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation.

1.20.1 The selected Contractor will be required to file a **W9 Taxpayer Identification Form** with the City. This form must be submitted and received by the City's Finance Department before payment can be authorized.

1.21 Familiarity with Laws – All Contractors are assumed to be familiar with all Federal, State and local laws, ordinances, rules and regulations that may affect the work. Ignorance on the part of the Contractor, his/her personnel, subcontractors, and/or venders will in no way relieve the Contractor from responsibility. Contractor shall provide and maintain all Material Safety Data Sheets (MSDS) at all times.

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

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

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

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

City of Port St. Lucie
Engineering Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
(772) 871-5175

1.23 Miscellaneous Testing – Selected Contractor must agree to reimburse the City for any expenditure incurred by the City in the process of testing products supplied by the selected Contractor if said products prove to be defective and/or in other manners not in compliance with the specifications. Expenditures as defined therein shall include, but not be limited to, the replacement value of products 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 selected Contractor from other remedies.

1.24 Patent Fees, Royalties, and Licenses – If the selected Contractor requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Contractor and his surety shall indemnify and hold harmless the City from any and all claims for

infringement in connection with the work agreed to be performed. Selected Contractor shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

2. SPECIAL REQUIREMENTS

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

2.2 Discrepancies - If, in the course of performing work resulting from an award under this specification, the selected Contractor finds any discrepancy between, including but not limited to, the plans, site conditions or the area defined in these specifications and the actual area where work is being performed, the selected Contractor shall discontinue work on the affected area and inform the Engineer of the discrepancy. The selected Contractor shall thereafter proceed as authorized by the Engineer who will document any modification to these specifications that he authorized in writing as soon as possible.

2.3 Suspension of Work - The City may at any time suspend work on the entire job or any part thereof by giving three (3) calendar days written notice, signed by the Engineer, to the selected Contractor. The selected Contractor shall resume the work within three (3) calendar days after a written notice to resume work, signed by the Engineer, and is issued to the selected Contractor.

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

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

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

2.7 Warranty and Guarantee - All products and workmanship furnished by the selected Contractor shall be supplied with the Contractor's warranty and all warranties and guarantees of the manufacturer. All products and workmanship must be warranted by the selected Contractor to be free of defects in

workmanship and material for a period of not less than 365 days; said period to commence upon the date of substantial completion, or accepted by the City, whichever last occurs.

2.7.1 Repair or Replacement - Should any defect appear during this period, the selected Contractor shall, at their expense, have repaired or replaced such item upon receipt of written notice from the City of said defect. Said repair or replacement must be accomplished within 7 days after receipt of notification from the City of the defect, (for all non-emergency repairs or replacements). In emergency cases the City reserves the right to perform any or all of the necessary work and/or repair, and bill the selected Contractor for the City's direct costs, to minimize the service interruption(s) to the City Residents.

2.8 Standard Production Items - All products offered must be standard production items that have been available to the trade for a period of not less than two (2) years and are expected to remain available in future years.

3. SPECIFIC REQUIREMENTS

3.1 Pre-Bid Conference – A one-time only pre-Bid conferences for all above mentioned Contractors will be held at the City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Bldg. A, Ste. 390, Port St. Lucie, FL 34984 on **June 13, 2012**. The specifications and other Bid documents will be explained, and questions regarding the project will be discussed.

3.2 Scope of Work: The scope of work is listed in the Technical Specifications, Attachment "A" consisting of pages 1 – 54 and Construction Drawings consisting of pages 1 – 8 prepared by City Utility Engineering., and are hereby incorporated into the Bid Documents by this reference.

4. PERFORMANCE AND PAYMENT BOND REQUIREMENTS

4.1 Payment and Performance Bonds - The awarded 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 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 and one (1) year after substantial completion of the project.

4.2 Execution of Contract – After the receipt of an award has been determined and necessary approvals obtained, the City will prepare a Contract to be executed by the parties. The Contract will be in substance the same as the Contract given to the Contractor in the Master Contract. The selected Contractor shall execute the Contract; deliver the required Insurance Certificates, acceptable Payment & Performance Bonds, and other documentation as required by this Bid.

4.3 Failure to Execute - The failure on the part of the selected Contractor to execute the Contract and/or punctually deliver the required Insurance Certificate, Bonds and other documentation will be cause for the annulment of the award.

5. INSURANCE REQUIREMENTS – Contractors are required to submit a Certificate of Insurance upon award of the Contract listing the City as additionally insured as outlined in the Master Contract #20080097.

6. ADDITIONAL INFORMATION

6.1 Brand Names - The use of any manufacturer's name, trade name, brand name, or catalog number in this specification is for the sole purpose of describing and establishing the minimum requirements for levels of quality, standards of performance and design required, and is in no way intended to prohibit the quoting of any other manufacturer's items of equal quality. The Engineer of Record, City Representatives, or their designee shall be the sole judge of the equality of alternate products proposed and his/her decision shall be final. All substitution requests must be made in writing to the Engineer a minimum of ten (10) days prior to the opening date of the Bid. Should it be determined that an alternate product is equal and acceptable an Addendum will be issued to modify the documents for inclusion of the alternate. Assumption of acceptability shall not be made unless an Addendum is issued.

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

6.3 Bid Information - For information concerning procedures for responding to this Bid, contact Helen Quintana, CPPB at (772) 871-5221, Fax (772) 871-7337, or hquintana@cityofpsl.com . Such contact is to be for clarification purposes only. To ensure fair consideration for all Contractors, it must be clearly understood that Ms. Quintana is the only individual who is authorized to represent the City during this Bid process. Questions submitted to any other person in any other department will not be addressed. Additionally, the City prohibits communications initiated by a Contractor to **any** City Official or employee evaluating or considering the Bids **(up to and including the Mayor and City Council)**, prior to the time an award decision has been made.

It is the responsibility of the Contractor to receive any and all Bid information and documents. Material changes, if any, to the scope of services, or quoting procedures will be transmitted only by addendum by Onvia DemandStar.com. The Contractor, in turn, shall acknowledge receipt of the addendum by marking the Bid Reply Sheet with the Addendum number and the date of issuance. The City will not be responsible for any interpretation, other than those transmitted by Addendum to the Bid, made or given prior to the Bid award. The Contractor is responsible for verifying it has received all Bid Addenda.

The City of Port St. Lucie shall not be responsible for providing said addenda to potential Contractors who receive a Bid package from other sources.

6.4 Existing Facilities/Conditions – Copies of available City records of existing facilities which may impact the proposed construction are available for review at the offices of the Engineer of Record and the City of Port St. Lucie Utility Systems Department. No guaranty as to the completeness or accuracy of this information is made, or implied, by the City or the Engineer of Record.

6.5 Florida Trench Safety Act – By submitting a Bid, the Contractor acknowledges full compliance with the Florida Trench Safety Act including, but not limited to, the submittal of information related to the cost of compliance.

6.6 Subcontractors - For the City to be assured that only competent and qualified subcontractors will be employed on this project, the Contractors shall submit, along with the Bid Reply, a list of the

subcontractors performing work on this project. This subcontractor list shall include each firm's name, address, telephone number, contact person, and work to be performed, and the sub-contractors percentage of the total Bid price. Subcontractors shall be properly registered or licensed with the State of Florida or St. Lucie County. Subcontractors shall, in the City's opinion, be qualified both technically and financially to perform the work.

The City reserves the right to reject any subcontractor who is deemed by the City to be unacceptable technically or financially; or has previously performed work for the City, which the City believed to be unsatisfactory. No change may be made to this list of subcontractors by the Contractor, before or after award, without written consent of the City.

If, prior to award, the City rejects any subcontractor, the Contractor shall be afforded the opportunity to submit qualifications for an alternate subcontractor with no attendant increase in the Bid price, adjustment of time or alteration of the Bid documents. Such qualifications will be due within ten (10) days of receipt of notification of subcontractor rejection. Failure to submit an acceptable alternate subcontractor may result in rejection of the Bid and the Contractor will have the right to withdraw his/her Bid without penalty.

6.7 Bid Documents and Specification Cross-Referencing – Complete sets of Bid Documents must be used in preparing Bids; neither the City nor the Engineer of Record assumes any responsibility for errors or misrepresentations resulting from the use of incomplete sets of Bid Documents. The Contractor is advised that the specification is not fully cross-referenced. Any section may have information relevant to each line item scope of work and/or material/equipment requirement(s).

6.8 Drawing Sets – The Contractor is cautioned that scales indicated on the drawings are based on full size (24" x 36") plans. Reduced size plans do not have the indicated scales adjusted to reflect actual plan size.

6.9 Electronic Signature - The City accepts the Contractor's typed name on an electronic bid as the Contractor's electronic signature. An electronic signature is also acceptable for the Contract if submitted electronically.

6.10 Required Federal Forms – Bidder required to complete and submit
• Trench Safety Act Form •Florida Trench Safety Compliance Form •Non-Collusion Affidavit
•Buy America Certification •Certification Regarding Lobbying •Minority & Woman Owned Business Enterprises Form • Certification Regarding Debarment.

7. CDBG SUPPLEMENTAL CONDITIONS (Construction Contracts)

Federal Labor Standards Provisions

The Contractor, including all Subcontractors, shall be in compliance with all rules and regulations set forth in U.S. Department of Housing and Urban Development "Federal Labor Standards Provisions" contained in Exhibit A.

The above regulations include compliance with the **Davis-Bacon Act**. (A copy of the Contractor's Guide to the Davis-Bacon Act can be accessed at http://www.hud.gov/offices/olr/library.cfm. Click on the first item listed under OLR Library.

The Act requires payment of laborers and mechanics according to the following wage decision:
General Decision Number: FL120179 01/06/2012 FL179

Superseded General Decision Number: FL20100278

State: Florida

Construction Type: Heavy

County: St Lucie County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Modification Number Publication Date
0 01/06/2012

* ELEC0728-006 09/01/2011

	Rates	Fringes
ELECTRICIAN.....	$ 28.46	8.56

ENGI0487-014 01/01/2010

	Rates	Fringes
OPERATOR: Crane		
All Tower Cranes Mobile, Rail, Climbers, Static-Mount; All Cranes with Boom Length 150 Feet & Over (With or without jib) Friction, Hydraulic, Electric or Otherwise; Cranes 150 Tons & Over; Cranes with 3 Drums (When 3rd drum is rigged for work); Gantry & Overhead Cranes; Hydraulic Cranes Over 25 Tons but not more than 50 Tons; Hydraulic/Friction Cranes; & All Types of Fly Cranes; Boom Truck Cranes with Boom Length Less than 150 Feet (With or without jib); Hydraulic Cranes 25 Tons & Under, & Over 50 Tons (With Oiler); Boom Truck.	$ 28.30	8.78
OPERATOR: Drill.	$ 25.05	8.78
OPERATOR: Oiler.	$ 22.24	8.78

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* IRON0402-003 10/01/2011

	Rates	Fringes

IRONWORKER, STRUCTURAL.	$ 22.22	7.65

LABO1652-004 05/01/2009

	Rates	Fringes
LABORER: Grade Checker.....	$ 14.50	4.67

PAIN0452-007 08/01/2010

	Rates	Fringes
PAINTER: Brush, Roller and Spray.....	$ 16.00	6.20

SUFL2009-175 06/24/2009

	Rates	Fringes
CARPENTER, Includes Form Work	$ 15.50	0.00
CEMENT MASON/CONCRETE FINISHER	$ 16.46	0.00
LABORER: Common or General	$ 10.52	0.00
LABORER: Landscape	$ 7.25	0.00
LABORER: Pipe layer	$ 13.93	0.00
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws	S 10.63	2.20
OPERATOR: Asphalt Paver	S 11.59	0.00
OPERATOR: Backhoe Loader Combo	$ 16.10	2.44
OPERATOR: Backhoe/Excavator	$ 21.70	0.00
OPERATOR: Blade/Grader	$ 16.00	2.84
OPERATOR: Bulldozer.....	$ 16.07	0.00
OPERATOR: Loader.....	$ 14.11	0.00
OPERATOR: Mechanic.....	$ 14.32	0.00
OPERATOR: Roller.....	$ 11.25	0.00

OPERATOR: Scraper.....	$ 11.00	1.74
OPERATOR: Track hoe.....	$ 20.92	5.50
OPERATOR: Tractor.....	$ 10.54	0.00
TRUCK DRIVER: Lowboy Truck.....	$ 12.73	0.00
TRUCK DRIVER: Off the Road Truck.....	$ 12.21	1.97
TRUCK DRIVER: Servicer.....	$ 12.00	0.00
TRUCK DRIVER: Dump Truck.....	$ 10.60	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with Characters other than "SU" denotes that the union classification and rate have found to be prevailing for that Classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these

characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

SECTION 3 CLAUSE: This clause applies to Contractors and/or subcontractors where contract or subcontract exceeds $100,000 for the total project.

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualification for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.

F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 540e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

A complete copy of the regulations cited above (24CFR Part 135) may be found at the following web site:

http://www.access.gpo.gov/nara/cfr/waisidx_03/24cfr135_03.html

END OF SECTION

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Exhibit A

Federal Labor Standards Provisions U.S. Department of Housing and Urban Development

Applicability
The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof @ due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to provisions of 29 CFR-5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration. U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating hereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5(a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3:

(3) That such laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3.(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant " to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rated specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with ail the contract clauses in 29 CFR Part 5.5.

7. Contract Termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1,3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (no he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of...influencing in a way the action of such Administration.... makes, utters or publishes any statement knowing the same to be false.....shall be fined not more than $5,000 or imprisoned not more than two years or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such work week, whichever is greater.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act ({Public Law 91-54, 83 Stat 96).

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

End of Federal Labor Standards Provisions

SAMPLE ONLY
CITY OF PORT SAINT LUCIE
Contract #20120053

This CONTRACT, executed this _____day of _____, 2012, by and between the CITY OF PORT ST. LUCIE, FLORIDA (City), a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and *name of Contractor, address,* Telephone No. (___) ____ Fax No. (___) _____, hereinafter called "Contractor", party of the second part.

RECITALS

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

PROJECT SUPERVISOR

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

NOTICES

City Project Supervisor: Lanely Southerly, P.E. or his designee

City Utilities Engineer
City of Port St. Lucie Utility Systems Department
900 SE Ogden Lane
Port St. Lucie, Florida 34983
Telephone: 772-873-6400 Fax: 772-873-6405
Email: lsoutherly@cityofpsl.com

City Contract Administrator: Helen Quintana, CPPB
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984
Telephone: 772-871-5221 Fax: 772-871-7337
Email: hquintana@cityofpsl.com

SECTION I
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the E-Bid #20120053 Specifications, Technical Specifications, Attachment "A" consisting of pages 1 - 54 and the Construction Drawings prepared by the City of Port St. Lucie's Utility Department Engineering staff, Laney Southerly, P.E., Engineer of Record, consisting of pages 1 - 8 titled "Proposed Lift Station #SP-24", are made a part of the Contract Documents for the Replacement of Lift Station SP-24, entitled E-Bid #20120053.

SECTION II
TIME OF PERFORMANCE

The Contract Period start date will be _____ and will terminate twenty-five (25) calendar days for substantial completion and thirty (30) calendar days for final completion thereafter on _____. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Supervisor until all work specified in the bid specifications has been rendered.

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

SECTION III
COMPENSATION

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

(Bid costs to be added to contract after award)

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

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

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

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

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

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

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

SECTION IV
CONFORMANCE WITH BID

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

SECTION V
INDEMNIFICATION / INSURANCE / BONDS

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

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

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

The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least $100,000 each accident, $100,000 each disease/employee, $500,000 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should scope of work performed by Contractor qualify its 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 interest's provision as provided under the standard ISO form separation of insurer's 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 #20120053 for Lift Station SP24 Replacement shall be listed as additionally insured".** Said policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the 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 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 Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

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

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

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

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

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

SECTION VI
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

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

SECTION VII
WORK CHANGES

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

SECTION VIII
FIELD CHANGES

The Project Manager shall have the authority to order minor changes in amounts up to $25,000.00 or accumulated change orders totaling less than $25,000.00, or minor extension of the Contract Time. Such changes shall be effected by written order and signed by both the Project Manager 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 IX
COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the contract. All materials furnished and work done is to comply with all local state and federal laws and regulations, i.e HUD Contract Provisions, Federal Labor Standard Provisions, Davis-Bacon Information/Wage Determination, HUD Section 3 Clause.

Federal Labor Standards Provisions

The Contractor, including all Subcontractors, shall be in compliance with all rules and regulations set forth in U.S. Department of Housing and Urban Development "Federal Labor Standards Provisions" contained in **Exhibit A.**

The above regulations include compliance with the **Davis-Bacon Act**. (A copy of the Contractor's Guide to the Davis-Bacon Act can be accessed at http://www.hud.gov/offices/olr/library.cfm. Click on the first item listed under OLR Library).

The Act requires payment of laborers and mechanics according to the following wage decision:

General Decision Number: FL120179 01/06/2012 FL179

Superseded General Decision Number: FL20100278

State: Florida

Construction Type: Heavy

County: St Lucie County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Modification Number	Publication Date
0	01/06/2012

* ELEC0728-006 09/01/2011

	Rates	Fringes
ELECTRICIAN.....	$ 28.46	8.56

ENGI0487-014 01/01/2010

	Rates	Fringes
OPERATOR: Crane		
All Tower Cranes Mobile, Rail, Climbers, Static-Mount; All Cranes with Boom Length 150 Feet & Over (With or without jib) Friction, Hydraulic, Electric or Otherwise; Cranes 150 Tons & Over; Cranes with 3 Drums (When 3rd drum is rigged for work); Gantry & Overhead Cranes; Hydraulic Cranes Over 25 Tons but not more than 50 Tons; Hydraulic/Friction Cranes; & All Types of Fly Cranes; Boom Truck Cranes with Boom Length Less than 150 Feet (With or without jib); Hydraulic Cranes 25 Tons & Under, & Over 50 Tons (With Oiler); Boom Truck.	$ 28.30	8.78
OPERATOR: Drill.	$ 25.05	8.78
OPERATOR: Oiler.	$ 22.24	8.78

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* IRON0402-003 10/01/2011

	Rates	Fringes
IRONWORKER, STRUCTURAL.	$ 22.22	7.65

LABO1652-004 05/01/2009

	Rates	Fringes
LABORER: Grade Checker.....	$ 14.50	4.67

PAIN0452-007 08/01/2010

	Rates	Fringes
PAINTER: Brush, Roller and Spray.....	$ 16.00	6.20

SUFL2009-175 06/24/2009

	Rates	Fringes
CARPENTER, Includes Form Work	$ 15.50	0.00
CEMENT MASON/CONCRETE FINISHER	$ 16.46	0.00
LABORER: Common or General	$ 10.52	0.00
LABORER: Landscape	$ 7.25	0.00
LABORER: Pipe layer	$ 13.93	0.00
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws	$ 10.63	2.20
OPERATOR: Asphalt Paver	$ 11.59	0.00
OPERATOR: Backhoe Loader Combo	$ 16.10	2.44
OPERATOR: Backhoe/Excavator	$ 21.70	0.00
OPERATOR: Blade/Grader	$ 16.00	2.84
OPERATOR: Bulldozer.....	$ 16.07	0.00
OPERATOR: Loader.....	$ 14.11	0.00

OPERATOR: Mechanic.....	$ 14.32	0.00
OPERATOR: Roller.....	$ 11.25	0.00
OPERATOR: Scraper.....	$ 11.00	1.74
OPERATOR: Trackhoe.....	S 20.92	5.50
OPERATOR: Tractor.....	$ 10.54	0.00
TRUCK DRIVER: Lowboy Truck.....	$ 12.73	0.00
TRUCK DRIVER: Off the Road Truck.....	$ 12.21	1.97
TRUCK DRIVER: Servicer.....	$ 12.00	0.00
TRUCK DRIVER: Dump Truck.....	$ 10.60	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local

union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the

process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

SECTION 3 CLAUSE: This clause applies to Contractors and/or subcontractors where contract or subcontract exceeds $100,000 for the total project.

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify

that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualification for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.

F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 540e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

A complete copy of the regulations cited above (24CFR Part 135) may be found at the following web site:

http://www.access.gpo.gov/nara/cfr/waisidx_03/24cfr135_03.html

END OF SECTION

SECTION X
CLEANING UP

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

SECTION XI
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 XII
NOTICE OF PERFORMANCE

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

SECTION XIII
INSPECTION AND CORRECTION OF DEFECTS

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

SECTION XIV
ADDITIONAL REQUIREMENTS

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

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 XV
LICENSING

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

SECTION XVI
SAFETY PRECAUTIONS

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

SECTION XVII
ASSIGNMENT

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

SECTION XVIII
TERMINATION, DELAYS, INCENTIVES AND LIQUIDATED DAMAGES

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

On such termination, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work.

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

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

SECTION IX
LAW

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

SECTION X
REIMBURSEMENT FOR INSPECTION

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

SECTION XI
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 XII
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 XIII
APPROPRIATION APPROVAL

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

SECTION XIV
RENEWAL OPTION

Not applicable to this Contract

SECTION XV
ENTIRE AGREEMENT

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

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 *(Contractor's Name)*

State of:_____

County of:_____

Before me personally appeared: _____
(please print)

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

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

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

_____
Notary Signature

Notary Public-State of _____ at Large

My Commission Expires _____.

(*seal*)

Bid Reply Sheet
Bid # 20120053

Lift Station #SP-24 Replacement

1. **COMPANY NAME**: _____

DIVISION OF: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

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

CONTACT PERSON: _____ E-MAIL: _____

2. **ADDENDUM ACKNOWLEDGMENT** - Contractor acknowledges that the following addenda have been received and are included in its proposal/Bid:

Addendum Number	Date Issued

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

4. **BID RESPONSE:**

4.1 Contractor will / will not accept the Purchasing Card (Visa).
(please circle one)

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

4.3 Identify any and all subcontractors to be used in conjunction with this project:

Name of Firm	Address	Description of Work	Contact Person	Phone number

*Attached a separate sheet, if needed.

Contractors 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.

5. INSURANCE CERTIFICATES - Contractors are required, in accordance with the Master Contract #20080097, to submit their Insurance Certificate(s) for the type and dollar amount of insurance upon execution of the contract.

6. 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 Contractor. The City reserves the right to hold proposals and Bid guarantees for a period not to exceed 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.

7. CONTRACT – Contractor agrees to comply with all requirements stated in the Technical Specifications for this Bid.

*Signature of Company Representative*_____ *Date:*_____

*Name of Company:*_____

(Balance of page intentionally left blank)

Exhibit A

Federal Labor Standards Provisions U.S. Department of Housing and Urban Development

Applicability
The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

C. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof @ due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to provisions of 29 CFR-5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration. U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating hereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5(a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3:

(3) That such laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3.(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant " to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rated specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with ail the contract clauses in 29 CFR Part 5.5.

7. Contract Termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1,3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (no he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of...influencing in a way the action of such Administration.... makes, utters or publishes any statement knowing the same to be false.....shall be fined not more than $5,000 or imprisoned not more than two years or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

D. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such work week, whichever is greater.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act ({Public Law 91-54, 83 Stat 96).

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

End of Federal Labor Standards Provisions

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Name: Lift Station #SP-24 Replacement

Project Location: 1603 S.E. Burning Lane, Port St. Lucie, Florida

Project Number: 33.3024

Project Location: (See Plans/Drawings)

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 _____, 2012.

_____
NOTARY PUBLIC

FLORIDA TRENCH SAFETY COMPLIANCE

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96), Laws of Fl., effective October 1, 1990. The bidder further identifies the costs to be summarized below:

	Trench Safety Measure {Description}	Units of Measure {LF,SY}	Unit Quantity	Unit Cost	Extended Cost
A.					
B.					
C.					
D.					
E.					
F.					

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.

Certification Regarding Debarment, Suspension, And Other Responsibility Matters Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____
Name

_____
Title

_____
Firm

_____
Street Address

_____
City, State, Zip

City of Port St. Lucie,
Project Name: Lift Station SP-24 Replacement

Engineer's Project Number: 33.3024

24 CFR 24.510 & 24 CFR, Part 24, Appendix A

-TO BE COMPLETED BY PRIME CONTRACTOR-

UTILIZATION OF MINORITY AND WOMAN OWNED BUSINESS ENTERPRISES

As the potential prime contractor for this project, you are required to utilize Minority and Women Owned Business Enterprises for this project.

Please describe below how the prime contractor will utilize these types of business enterprises with this project:

Please provide a listing of any subcontractors who may be utilized on this project that are Minority and Woman Owned Business Enterprises and the percentage of work they will be given:

Subcontractor Name	Percentage of Work

Signed: _____ Date: _____

Authorized Signature, Prime Contractor

Project Name: Lift Station #SP-24 Replacement
Project: 33.3024

CERTIFICATION REGARDING LOBBYING

The undersigned Bidder/Contractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying", 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the awards documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352 (1)-(2)(A), any person who makes a prohibited expenditure of fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure]

The Bidder/Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq., apply* to this certification and disclosure, if any.

Company Name:_____

Authorized By:_____
(Sign) (Print Name)

Title:_____ Date:_____

Project Name: Lift Station #SP-24 Replacement
Project: 33.3024

BUY AMERICA CERTIFICATE OF COMPLIANCE

CERTIFICATE OF COMPLIANCE

COMPLIANCE

The bidder hereby certifies that it will comply with the requirements of 23 C.F.R. 635.410, as amended, and utilize only iron or steel manufactured in the United States, or components made with iron or steel that meet the Buy America requirements. Bidder acknowledges that it will be required to produce Buy America certification(s) from the producer(s) of the steel or iron or components prior to incorporating any such materials into the work or project.

Company Name:_____

Authorized By:_____
(Sign) (Print Name)

Title:_____ Date:_____

Project Name: Lift Station #SP-24 Replacement
Project: 33.3024

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER
SB#20120053-HQ

State of _____}

County of _____}

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

1. They are _____of _____ the Bidder that
(Title) (Name of Company)

has submitted the attached bid;

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

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

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

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

(Signed) _____

(Title) _____

STATE OF FLORIDA }
COUNTY OF }SS:

The foregoing instrument was acknowledged before me this_____
(Date)

by:_____ who is personally known to me or who has produced

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

_____
Notary (print & sign name)

Commission No. _____

STATEMENT OF NO BID

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

Bid: #20120053

Bid Title: Lift Station #SP-24 Replacement

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

[ ] Insufficient time to respond to the Invitation to Bid

[ ] We do not offer this product or service.

[ ] Our schedule would not permit us to perform.

[ ] We are unable to meet specifications.

[ ] We are unable to meet bond requirements.

[ ] Specifications are unclear (Explain below).

[ ] We are unable to meet insurance requirements.

[ ] Other (Specify below).

Remarks:_____

_____

Company Name:_____ Telephone: ( ) _____

Division: _____

Address: _____

_____

Signature: _____ Date: _____

CHECKLIST
SEALED BID #20120053
Lift Station #SP-24 Replacement

Name of Contractor:_____

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

_____ Forms to complete:

- Trench Safety Act Form
- Non-Collusion Affidavit
- Certification Regarding Lobbying
- Certification Regarding Debarment
- Florida Trench Safety Compliance Form
- Buy America Certification
- Minority & Woman Owned Business Enterprises Form

_____ Bid Reply Sheet and all requested information, including subcontractor list. (use additional sheets if needed)

_____ Excel Bid Reply Form completed with individual line item costs and total of Bid.

_____ Unit prices/total sum price has been thoroughly checked.

_____ Each Bid Addendum (when issued) is acknowledged.

_____ 5% Bid Bond (hard copy to be sent in after the opening if replying electronically)

_____ Checklist.

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

CITY OF PORT ST. LUCIE

Attachment "A"
TECHNICAL SPECIFICATIONS
SEALED FORMAL QUOTE

LIFT STATION #SP-24 REPLACEMENT

SYSTEMS DEPARTMENT
PROJECT # 33.3024

GENERAL CONDITIONS

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END OF SECTION

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GENERAL CONDITIONS

Scope and Intent:

The Project consists of the REPLACEMENT of the existing lift station and all associated piping, piping connections, fencing, new concrete driveway, relocation of electrical service, lift station level controls, control panel, fiber optic telemetry and accessories, and all other items identified on the Contract Drawings. Project is to be completed within thirty (30) calendar days.

Many of the materials for the project are intended to be purchased by the City to be installed by the Contractor. The items to be purchased by the City include the following generic items. A more detailed list is included later in the bid package.

- Pumps (Flygt model 3127, 10 HP)
- Pump Base Plates
- 2" Guide Rails and Brackets
- Float Rack
- Discharge Piping (from pumps to the connection to the existing force main)
- Plug Valves and Check Valves (from pumps to the connection to the existing force main)
- Ductile Iron Fittings (from pumps to the connection to the existing force main)
- Pressure Transducers
- Pressure Gauges
- Control Panel with Fiber Optic Telemetry Capability
- Water Service and Meter Assembly

The Project also consists of Maintenance Of Traffic (MOT) required to maintain the traffic flow on all streets affected. The Contractor is responsible to provide all barricades, signs, cones and signals necessary for the MOT as per all applicable FDOT standards.

Existing Facility Operation: The Contractor shall maintain by-pass pumping to provide wastewater service to the area serviced by the existing lift station until the lift station is completely rehabilitated, successfully tested and certified by City of Port Saint Lucie Utility Systems Department (PSLUSD).

All items not specifically covered in the bid tab shall be considered as incidental to the contract and therefore included in the pay items listed. Also, any item not covered in the attached specifications shall be covered under the latest edition of the City of Port Saint Lucie Utility Systems Department Utility Standards Manual.

The City will be providing a staging area for the Contractor that is approximately 36' x 125'.

END OF SECTION

(Balance of page intentionally left blank)

GENERAL CONDITIONS

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Act of God*—The words "Act of God" mean an earthquake, flood, hurricane or other cataclysmic phenomenon of nature. Rain, wind or other natural phenomenon of normal intensity, including extreme rainfall, for the locality shall not be construed as an Act of God and no reparation shall be made to the Contractor for damages to the work resulting there from, and no extension of time shall be allowed the Contractor because of such phenomena.

2. *Application for Payment*—The form acceptable to Engineer/City which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by supporting documentation.

3. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

4. *A.S.T.M. Designation*—Wherever the letters "A.S.T.M." or "ASTM" are used in these Specifications, it shall be understood as referring to the American Society for Testing Materials. When reference is made to a certain Designated Number of a specification or test as set out or given by the American Society for Testing Materials, it shall be understood to mean the current, up-to-date standard specification or tentative specification for that particular process, material or test as currently published by that group.

5. *Bid*—The written offer of the Contractor to perform the work and to furnish the labor and materials described by the contract documents at the prices quoted when made out and submitted on the prescribed proposal form properly sealed and guaranteed. "Bid" may be used interchangeably with "quote" or "proposal." The Bid shall be considered part of the contract documents.

6. *Change Order*—A written order issued by the City and accepted by the Contractor authorizing an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Contract.

7. *Claim*-A demand or assertion by City or Contractor seeking an adjustment of Contract Price or Contract times, or both, or other relief with respect to the terms of the Contract.

8. *Contract*—The entire and integrated written agreement between the parties, which supersedes all prior negotiations, representations, or agreements either written or oral. The contract documents form a contract between the City and the Contractor setting forth the obligations of the parties thereunder, including but not limited to, the performance of the work and the basis of payment. This includes the contract, invitation to bid or formal quote, Contractor's Bid, technical specifications, and any contract amendments, addendums, change orders, and plan drawings.

9. *Contract Addendum*—Special provision(s), exhibits, supporting documentation, etc., intended to supplement the Contract. Contract Addendum shall be considered part of the contract documents.

10. *Contract Documents*—Those items so designated in the Contract. Only printed or hard copies of the items listed in the Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

11. *Contract Price*—The moneys payable by City to Contractor for completion of the Work in accordance with the Contract Documents.

12. *Contract Times*—The number of days or the dates stated in the Contract to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

13. *Contractor*—The individual, firm, partnership, or corporation, and his, their, or its heirs, executors, administrators, successors and assigns or the lawful agent of any such individual, firm, partnership, or corporation, or his, their or its surety under any contract bond, constituting one of the principals to the Contract and undertaking to perform the work herein specified. Where any pronoun is used as referring to the word "Contractor", it shall mean the Contractor as defined here.

14. *Cost of the Work*—See Section 11.01 for definition

15. *Critical Path*-The longest series of tasks that runs consecutively from the beginning to the end of the Work, as determined by time duration and workflow sequence. This longest path sets the managerial standard for how quickly the Work can be completed.

16. *Drawings*—That part of the Contract Documents prepared or approved by Engineer, which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined. The term "Drawings" and "Plan Drawings" may be used interchangeably.

17. *Engineer*—The individual or entity named as such in the Contract Documents.

18. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

19. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

20. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

21. *Inspector*—The authorized representative of the City or any regulatory agency that has jurisdiction over any portion of the Work.

22. *Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

24. *City*—City of Port St. Lucie, a political subdivision of the State of Florida. The terms "City" and "City" may be used interchangeably in the Contract Documents.

25. *PCBs*—Polychlorinated biphenyls.

26. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

27. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times. The terms "Progress Schedule" and "Schedule" may be interchangeably.

28. *Project*—The subject of the Work and its intended result.

29. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

30. *Resident Project Representative*—The authorized representative of Engineer and City who is assigned to the Site or any part thereof. The Resident Project Representative (RPR) may be assigned on a full-time basis or a part-time basis.

31. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

32. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

33. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

34. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information, which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

35. *Site*—Lands or areas indicated in the Contract Documents as being furnished by City upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by City, which are designated for the use of Contractor.

36. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

37. *Subcontractor*—An individual, partnership, or corporation supplying labor, equipment, or materials on behalf of or at the request of the Contractor for work on the project site.

38. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer and City, it can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion. Substantial Completion of work shall be evidenced by the ability to place and keep into service the new facilities including the attainment of release for service from all agencies having jurisdiction. The Contractor shall take this requirement into proper account when developing a proposed project schedule. In general, Substantial Completion is evidenced by the ability of the City to use all features of the new facilities for their intended purpose, as defined by the Engineer.

39. *Superintendent*-The representative of the Contractor authorized in writing to receive and fulfill instructions from the Engineer/City's representative, and who shall supervise and direct construction of the Work.

40. *Supplier*—A manufacturer, fabricator, supplier, distributor, material man, or vendor who furnishes materials or equipment to be incorporated in the Work at the request of the Contractor or Subcontractor.

41. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

42. *Unit Price Work*—Work to be paid for on the basis of unit prices.

43. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

44. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Contract and signed by City and recommended by Engineer

ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

45. *Written Notice*-Written notice shall be considered as served when mailed to the designated representative of the Contractor by registered or certified mail to the individual, firm, or corporation to the business address stated in the Contract Documents. Change of Address: It shall be the duty of each party to advise the other parties to the Contract as to any changes in his business address until completion of the Contract.

1.02 *Terminology*

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

B. Intent of Certain Terms or Adjectives:

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

C. Day:

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

D. Defective:

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

   a. does not conform to the Contract Documents; or

   b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

   c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by City at Substantial Completion in accordance with Section 14.02 or 14.03).

E. Furnish, Install, Perform, Provide:

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

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

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Copies of Documents*

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

2.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.03 *Before Starting Construction*

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

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

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

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

B. The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved shop drawings or product data for such portion of the Work.

C. By executing the Contract, the Contractor represents that he has visited the site, reviewed available plans of existing facilities, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

Before any Work at the Site is started, a conference attended by City, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Section 2.05.A., procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

A. At this Conference the City, Engineer and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review the schedule submitted for acceptability. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer and City if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer or City responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer and City if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer and City as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The documents collectively defined as the Contract Documents are complementary; what is required by one document is as binding as if required by all.

B. The intent of the plans, specifications and other Contract Documents is that the Contractor furnishes all labor and materials, equipment, supervision and transportation necessary for the proper execution of the Work unless specifically noted otherwise. The Contractor shall do all the Work shown on the plans and described in the Specifications and other Contract Documents and all incidental Work considered necessary to complete the Work or improvement ready for use, occupancy, or operation in a manner acceptable to the Engineer and City.

C. Failure to report a conflict, error, ambiguity or discrepancy in the Contract Documents shall not excuse the Contractor from completing the Work according to the terms & specifications in the Contract. If, during the performance of the Work, the Contractor finds an error or discrepancy between the specifications and the drawings, the specifications shall govern over the drawings. If the drawings disagree in themselves, figures shall govern over scaled measurements, large scale drawings shall govern over small scale drawings, the greater quantity of work or materials shall be furnished or performed; descriptive writings shall govern over legends indicating material or conditions.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time the bid, quote, or proposal is prepared except as may be otherwise specifically stated in the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard,

specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work materially affected by the conflict (except in an emergency as defined herein) until approved by the Engineer.

3. The Contractor will not be allowed to take advantage of any errors or omissions in the Plans and Specifications. The Engineer will provide full information when errors or omissions are discovered.

4. All work indicated on the Plans and not mentioned in the Specifications or vice versa, and all work and material used and necessary to make the work complete in all its parts, whether or not they are indicated on the Plans or mentioned in the Specifications, shall be furnished and executed the same as if they were called for by both the Plans and Specifications.

B. Resolving Discrepancies:

1. Except as may be otherwise specifically stated the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

   a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or

   b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by an Amendment, Change Order, or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample; or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or

2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of City and Engineer and specific written verification or adaptation by Engineer.

B. The prohibitions of this Section 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. The data furnished by City or Engineer to Contractor, or by Contractor to City or Engineer, that may be relied upon are superseded by the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. City shall furnish the Site. City shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

C. The contractor shall have full responsibility with respect to determining subsurface conditions at the site.

4.02 *Subsurface and Physical Conditions*

A. Reports and Drawings:

Subsurface Explorations and Reports: Subsurface explorations, reports, and drawings are supplied for informational purposes only and are not part of the Contract

Documents. Groundwater table elevations shown in reports, if any, are known to be highly variable (seasonal and otherwise). The Contractor shall have full responsibility with respect to determining subsurface conditions at the site.

4.03 *Differing Subsurface or Physical Conditions*

A. Notice: If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Section 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith, notify City and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith until receipt of written order to do so.

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

C. Possible Price and Times Adjustments:

1. The Contract Price or the Contract Times, or both, may be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

   a. such condition must meet any one or more of the categories described in Section 4.03.A; and

   b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Sections 9.04 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Times if:

   a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to City with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

   b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas to be conducted by or for Contractor; or

   c. Contractor failed to give the written notice as required by Section 4.03.A.

3. If City and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Section 10.04. However, neither City or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to City or Engineer by the owner of such Underground Facilities, including City, or by others.

1. City and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

2. The cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all such information and data;

b. locating all Underground Facilities shown or indicated in the Contract Documents;

c. coordination of the Work with the owners of such Underground Facilities, including City, during construction; and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

4.05 *Reference Points*

A. Engineer shall provide engineering surveys to establish reference points for construction, which in Engineer's judgment, are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of City. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel. All locations shown on the drawings are established from a baseline, the bearing and starting point of which are identified on the drawings. All construction staking shall be provided by the Contractor's professional surveyor.

Grades shown are finished grades. Written dimensions on the plans have preference over scaled dimensions. All elevations are based on the NAVD 88, unless otherwise noted.

4.06 *Hazardous Environmental Condition at Site*

A. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created by Contractor or created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

B. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency); and (iii) notify City and Engineer (and promptly thereafter confirm such notice in writing). City shall promptly consult with Engineer concerning the necessity for City to retain a qualified expert to evaluate such condition or take corrective action, if any. Contractor shall be held fully responsible for any hazardous conditions created by Contractor or any Subcontractor.

C. Contractor shall not resume Work impacted by a hazardous condition until directed to do so in writing by the Engineer. If City and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefore as provided in Section 10.04.

D. If after receipt of such written direction, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then City may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. Contractor shall not be paid for any work that is deleted. If City and Contractor cannot agree as to the amount or extent of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefore as provided in Section 10.04. City may have such deleted portion of the Work performed by City's own forces or others.

ARTICLE 5 – NOT USED

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of *Engineer* in the design or specification of a specific means, method, technique,

sequence, or procedure of construction, which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to City and Engineer except under extraordinary circumstances. The superintendent will be the Contractor's representative at the Site and shall have authority to act on behalf of the Contractor. All communications given to or received from the superintendent shall be binding on the Contractor.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey, layout, and construct the Work as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without City's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

C. City Holidays – Check with City for the actual observed day(s).

1. New Years Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving and the day after
9. Christmas Eve and Christmas Day
10. New Year's Eve

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of City. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's opinion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's opinion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. City reserves the right to approve proposed "or equal" items. In general, "or-equal" items will not be considered after the bid date unless the drawings or specifications specifically state "or equal" in the description of the particular item of equipment or material. For the purposes of this Section, a proposed item of material or equipment may be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the City or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

a. If in Engineer's opinion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefore. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. Any requests for the use of substitute items shall be made within 10 days of the effective date of the Contract.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design;

b) be similar in substance to that specified;

c) be suited to the same use as that specified; and

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with City for other work on the Project) to adapt the design to the proposed substitute item;

c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty; and

3) will identify:

a) all variations of the proposed substitute item from that specified;

b) available engineering, sales, maintenance, repair, and replacement services; and

4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each substitution proposal or submittal made. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the judge of acceptability subject to the City's approval. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

C. Special Guarantee: City may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. Engineer's Cost Reimbursement: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse City for the reasonable charges of Engineer for evaluating each proposed substitute. Contractor shall also reimburse City for the reasonable charges of Engineer for making changes in the Contract Documents resulting from the acceptance of each proposed substitute.

E. Contractor's Expense: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall be fully responsible to City and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work on behalf of or at the request of the Contractor, just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between City or Engineer and any such Subcontractor, Supplier or other individual or entity; nor

2. shall create any obligation on the part of City or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

B. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work on behalf of or at the request of the Contractor. The Contractor shall not change Subcontractors named on the bid form unless specifically requested in writing and approved by the City or Engineer.

C. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor. City or Engineer may furnish to any such Subcontractor, Supplier or other person or organization, to the extent practicable, evidence of amounts paid to Contractor in accordance with Contractor's Applications for Payment.

D. The divisions and sections of the Specifications and the identifications of any plan drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

E. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier, which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of City and Engineer.

6.07 Permits

A. The Contractor shall be required to secure all necessary permits from St. Lucie County and the City of Port St. Lucie. The Contractor shall be responsible for acquiring all necessary construction permits related to this project. The Contractor shall pay all permit fees including those due to the City of Port St. Lucie.

B. The contractor bears sole responsibility to obtain and pay for all permits not previously obtained by the City. All permits obtained by the City prior to construction include the following:

1. PSLUSD General Construction Permit
2. PSL Driveway Permit
3. PSL Excavation (Right-of-Way) Permit

C. All other permits required for the construction of the lift station are the responsibility of the Contractor to pay for and obtain. The following are examples of permits that may be required for construction:

1. PSL Electrical Permit
2. SFWMD/FDEP Dewatering Permit

6.08 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project, which are applicable during the performance of the Work.

6.09 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas:

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such City or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

B. Removal of Debris During Performance of the Work: During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. Hauling and Construction Operations on the Project Site: The contractor shall conduct access, hauling, filling, and storage operations as specified herein and as shown on the Contract Drawings.

1. On-site borrow areas are designated as follows: None. All borrow material required shall be provided by the Contractor from off-site.
2. On-site spoil areas will become property of the Contractor.

D. Project Surroundings: The Contractor shall be solely responsible to construct all fill areas so runoff will not flood improved areas. Under no circumstances shall the Engineer or the City be held responsible for flooding of improved areas.

E. Cleaning: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by City. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

F. Loading Structures: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.10 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to City/ Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for City. These shall be

available to the Engineer for examination and shall be delivered to Engineer for City prior to, and as a partial condition of, Substantial Completion of the Work.

6.11 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. Contractor shall comply with the applicable requirements of City's safety programs.

D. Contractor shall inform City and Engineer of the specific requirements of Contractor's safety program with which City's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Engineer or anyone employed by the Engineer Department). Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to City and Contractor that the Work is acceptable.

6.12 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.13 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.14 *Shop Drawings, Submittals, and Samples*

A. See Sections "01 through 20" of the Technical Specifications.

6.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof.

If the Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order may be issued.

6.16 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with City. No Work shall be delayed or postponed pending resolution of any disputes or disagreements.

6.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to City that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is not responsible; or
2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;
2. recommendation by Engineer or payment by City of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by City;
4. use or occupancy of the Work or any part thereof by City;
5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
6. any inspection, test, or approval by others; or
7. any correction of defective Work by City.

6.18 *The Contractor shall reimburse the City for the total cost of all services rendered by the Engineer when made necessary by any, or all, of the following:*

A. Acceleration of the Work Schedule.

B. Work not within normal working hours as established pursuant to the requirements of these documents and the award of the project. For purposes of this determination the Contractor shall assume the Engineer or his representative and/or City shall be on site at all times the Contractor is on site.

C. Default by the Contractor or any Subcontractor.

D. Failure to complete the project, either substantial completion or final completion, or both, within the time frames stipulated by these documents, plus any Engineer approved time extensions. Note that any such costs are in addition to any liquidated damages for which the Contractor may be exposed.

E. Work damaged by fire or other causes during construction.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. City may perform other work related to the Project at the Site with City's employees or through other contracts, or have other work performed by utility owner. If such other work is not noted in the Contract Documents, every effort will be made to give the Contractor notice prior to starting any such other work.

B. Contractor shall afford other contractors, other utilities, and City, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and Engineer will properly coordinate the Work with other contractors. Under the direction of the Engineer, the Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work unless approved by the Engineer and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work.

Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Legal Relationships*

A. Contractor shall be liable to City and any other contractor under contract with City for the reasonable delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – CITY'S RESPONSIBILITIES

8.01 *Communications to City*

A. Except as otherwise provided in these General Conditions, Contractor shall issue all communications to City through Engineer.

8.02 *Replacement of Engineer*

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

8.03 *Furnish Data*

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

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *City's Representative*

A. Engineer will be a City representative during the construction period. The Engineer and Resident Project Representative's (RPR's) duties, responsibilities and authorities shall be agreed by the City and Engineer and as set forth at the pre-construction conference. If the City designates another agent to represent the City at the site who is not Engineer's agent or employee, the duties, responsibilities and limitations of authority of such other agent will be presented at the pre-construction conference.

B. All work shall be performed to the satisfaction of the Engineer and City. All work done shall be subject to the construction review of the Engineer or City, or both.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of City, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for City a greater degree of confidence that the completed Work will

conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep City informed of the progress of the Work and will endeavor to guard City against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Section 9.05. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Rejecting Defective Work*

A. City will have authority to reject Work which Engineer or City believes to be defective, or that Engineer or City believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. City will also have authority to require special inspection or testing of the Work, as recommended by the Engineer, whether or not the Work is fabricated, installed, or completed.

9.04 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). City will determine final resolution.

9.05 *Limitations on City's and Engineer's Authority and Responsibilities*

A. Any decision made by Engineer in good faith either to exercise or not exercise Engineer's authority or responsibility shall not create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Neither City nor Engineer will supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. City/ Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Neither City nor Engineer will be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees,

bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Section shall also apply to the Resident Project Representative, and assistants, if any.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented except as may be equitable in the case of an emergency not created by Contractor.

10.02 *Execution of Change Orders*

A. Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by City , (ii) required because of acceptance of defective Work or City's correction of defective Work, or (iii) agreed to by the parties;
2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer and approved by the City .

B. City will submit Change Orders executed by Engineer and Contractor to the City Council for review and approval. All Change Orders are subject to City Council approval.

10.03 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.04 *Claims*

A. Engineer's Evaluation Required: All Claims shall be referred to the Engineer for review. A recommendation by Engineer is required in order to evaluate the Claim.

B. Notice: Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event

later than 30 days) after the start or discovery of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start or discovery of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Section 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Section 12.02. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action*: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, shall take one of the following actions in writing:

1. Recommendation to deny the Claim in whole or in part;
2. Recommendation to approve the Claim; or
3. notify the parties that the Engineer is unable to resolve the Claim.

D. The Engineer will provide his recommendation to the City. The City will determine the resolution. All change orders are subject to City Council Approval.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK-

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Section 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by City, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Section 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by City and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and

holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by City.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless City deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to City. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to City, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by City, Contractor shall obtain competitive bids from subcontractors acceptable to City and Contractor and shall deliver such bids to City, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Section 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Incidental costs:

   a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

   b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

   c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by City with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

   d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

   e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of City. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The cost of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. Costs Excluded: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Sections 11.01.A.

C. Contractor's Fee: When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the contract. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Section 12.01.C.

D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Sections 11.01.A and 11.01.B, Contractor will establish and maintain

records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to City and Engineer.

B. Contingency Allowance:

1. Contractor agrees that a contingency allowance, if any, is for the sole use of City to cover unanticipated costs.

C. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer and approved by the City, to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price may be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Contract.

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

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Section 10.04. The City will review the Engineer's recommendation and provide a determination.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Section 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Section 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Section 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Section 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Section 12.01.C).

4. In the event that the Contractor encounters field conditions which create a need to alter the plans or specifications and induce a need for a Change Order (as agreed to by the City and Engineer and in satisfaction of other applicable criteria set forth herein related to acceptance and approval of Change Orders) the City reserves the right to not approve the Change Order. In this event the City may correct the field condition giving rise to the need for a Change Order, or otherwise eliminate the need, with their own or other forces. Should this occur, the Contractor shall coordinate their field activities with the City to accommodate this work.

C. Contractor's Fee: The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then refer to the most current edition at the time of bid of the Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, Section 4 Scope of Work 4-3.2.1 Allowable Cost for extra work and 4-3.2.2 Subcontracted Work.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Section 10.04. The City will review the Engineer's recommendation and provide a determination

12.03 *Delays*

A. City, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

C. All equipment and/or material delivery and Subcontractor or Supplier performance (ie., efficiency, etc.) shall be considered to be within the control of the Contractor. No time extension shall be granted for delays due to equipment and/or material manufacturing, delivery, or failure to perform according to the contract. No time extension shall be granted unless the Contractor can demonstrate with the agreement of the Engineer that the original critical path requires or would have required, modification.

12.04 *Damages*

A. No claim for damages or any claim other than for an extension of time shall be made or asserted against City by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from City for direct, indirect, consequential, impact or other costs, expenses, or damages, including, but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable, or avoidable or unavoidable. Contractor shall be entitled only to extensions of the contract time as the sole and exclusive remedy for such resulting delays, in accordance with and to the extent specifically provided herein.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Engineer or City may condemn any material, equipment, or work, which does not satisfactorily meet the Specifications, by giving written notice to the Contractor. All condemned materials; equipment or work shall be promptly taken out and replaced.

All materials, which do not conform to the requirements of the Contract Documents, are not equal to samples approved by the Engineer, or are in any way unsatisfactory or unsuited to the purpose for which they are intended, shall be rejected. Any defected work whether the result of poor workmanship, use of defective materials, damaged through carelessness or from other cause shall be removed within five (5) days after the written notice is given by the Engineer, and the work shall be re-executed by the Contractor at his expense. The fact the Engineer or the City may have previously overlooked such defective work shall not constitute an acceptance of any part of it. Should the Contractor fail to remove rejected work or materials within five (5) days after written notice to do so, the City may remove them and may store the materials. Costs for such removal and storage will be the responsibility of the Contractor.

13.02 *Access to Work*

A. City, Engineer, their consultants and other representatives and personnel of City, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at all times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Inspector's Authority

1. The City or Engineer may inspect all construction and materials and may also inspect preparation, fabrication or manufacture of components, materials and supplies. The City or Engineer shall have the right to reject materials or suspend the work until questions or any issues are resolved.

2. All work that has been rejected or condemned shall be repaired, or if it cannot be satisfactorily repaired, shall be removed and replaced at the Contractor expense. Materials not conforming to the requirements of the specifications shall be removed immediately from the site of work and replaced with satisfactory material by the Contractor, at his expense. The City shall have the right to require additional inspections, certification and/or testing to confirm that the deficient work has been corrected.

3. Inspections shall be scheduled through the City's Utilities Engineer and will be scheduled for regular working hours only, except for nights when service disruptions are involved. Scheduled inspections are required for all piping work, all mechanical work, concrete work including inspection of steel reinforcement prior to concrete placement, startups with manufacturer's representative present and any time an existing City of Port St. Lucie facility is to be connected. Work will not be scheduled for weekends or holidays.

4. When progress of the project requires the periodic presence of a City representative during non-normal work hours, for the convenience of the Contractor, the Contractor shall notify the Engineer 72 hours in advance of the work to be performed. This shall include work done on holidays, weekends or other non-scheduled work hours.

5. The City shall be provided with at least two (2) full working days notice for scheduled inspections. Inspectors will make unscheduled visits as needed to inspect such items as materials on site and clearances between conflicting lines.

6. The cost of all inspections, tests, re-tests, certifications and approvals required by the Contract Documents shall be paid by the Contractor. All such tests and inspections shall be performed by an independent testing laboratory. The laboratory shall be subject to the acceptance of the Engineer and City. All re-testing requested by the Engineer shall be paid for by the Contractor.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of City or Engineer, it must, if requested by City or Engineer, be uncovered for City or Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at City or Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction, and including, but not limited to, all costs of repair or replacement of work of others); and City shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, City may make a Claim therefore as provided in Section 10.04.

13.05 *City May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, City may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of City to stop the Work shall not give rise to any duty to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by City or Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court arising out of or relating to such correction or removal, and including, but not limited to, all costs of repair or replacement of work of others).

B. When correcting defective Work, Contractor shall take no action that would void or otherwise impair City's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by City or permitted by Laws and Regulations is found to be defective, Contractor shall promptly, without cost to City and in accordance with City's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by City, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of City's written instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court costs arising out of or relating to such correction or repair or such removal and replacement and including, but not limited to, all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Technical Specifications.

D. Where defective Work (and damage to other Work resulting there from) has been corrected or removed and replaced, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Section are in addition to any other obligation or warranty. The provisions of this Section shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. At the request of the Contractor, if, instead of requiring correction or removal and replacement of defective Work, City prefers to accept it, City may do so. Such acceptance does not relieve the Contractor of its warranties pursuant to the terms and conditions of the Contract. If such acceptance occurs, the City shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished valve of Work so accepted.

13.09 *City May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, City may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

B. In exercising the rights and remedies, City shall proceed expeditiously. In connection with such corrective or remedial action, City may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which City has paid Contractor but which are stored elsewhere. Contractor shall allow City, City's representatives, agents and employees, City's other contractors, and Engineer and Engineer's consultants access to the Site to enable City to exercise the rights and remedies under this Section.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration

or other dispute resolution costs) incurred or sustained by City in exercising the rights and remedies under this Section will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and City shall be entitled to an appropriate decrease in the Contract Price

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by City of City's rights and remedies under this Section.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to City or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to City, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in

progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by City or entitle City to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work, or

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

   c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

   d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

   e. to determine that title to any of the Work, materials, or equipment has passed to City free and clear of any Liens.

5. City or Engineer may refuse to recommend the whole or any part of any payment if, in City's or Engineer's opinion, it would be incorrect to make the representations to City. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect City from loss because, but not limited to:

   a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

   b. the Contract Price has been reduced by Change Orders;

   c. City has been required to correct defective Work or complete Work.

C. *Reduction in Payment:*

1. City may refuse to make payment of the full amount recommended by Engineer because, but not limited to:

   a. claims have been made against City on account of Contractor's performance or furnishing of the Work;

   b. there are other items entitling City to a set-off against the amount recommended; or

   c. City has actual knowledge of the occurrence of any of the events previously determined.

2. If City refuses to make payment of the full amount recommended by Engineer, City will give Contractor written notice (with a copy to Engineer) stating the

reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. City shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by City and Contractor, when Contractor remedies the reasons for such action to the satisfaction of the City.

14.02 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify City and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, City, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefore.

C. If Engineer considers the Work substantially complete, Engineer will deliver to City a tentative certificate of Substantial Completion, which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to City and Contractor a written recommendation as to division of responsibilities pending final payment between City and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless City and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, City shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.03 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, City may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which City, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by City for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. City at any time may request Contractor in writing to permit City to use or occupy any such part of the Work which City believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, City, and Engineer will follow the procedures of Section 14.02.A through D for that part of the Work.

2. Contractor at any time may notify City and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially

complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, City, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify City and Contractor in writing giving the reasons therefore. If Engineer considers that part of the Work to be substantially complete, the provisions of Section 14.02 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

14.04 *Final Inspection*

A. Prior to Contractor's request for final inspection the following submittals and work must be complete:

1. Project record documents must be approved
2. All spare parts must be suitably delivered to the City
3. Contractor shall submit evidence of compliance with requirements of governing authorities.

B. After satisfying the preceding requirements and when the Contractor considers the work complete, he shall submit a written certificate to Engineer that:

1. Contract documents have been reviewed;
2. Work has been inspected for compliance with the Contract Documents;
3. Equipment and systems have been tested in the presence of the Engineer and are operational; and
4. All punch-list items have been corrected.

C. Should the Engineer or City consider the Work incomplete or defective:

1. The Engineer will notify the Contractor in writing, listing the incomplete or defective work;
2. Contractor will take immediate steps to remedy the stated deficiencies, and send another written certificate to the Engineer that the Work is complete; and
3. The Engineer will re-inspect the work.

D. When the Engineer and City find the Work is acceptable under the Contract Documents for the project, the Contractor may make closeout submittals to Engineer including:

1. warranties and bonds;
2. evidence of payment and release of liens; and any
3. certificates of insurance for products and completed operations.

14.05 Operation & Maintenance Manual

GENERAL CONDITIONS

See Sections "01 through 20" of the Technical Specifications.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *City May Suspend Work*

The City or the Engineer shall have the authority to suspend the work wholly or in part, for such periods as may be deemed necessary and for whatever cause, to include but not be limited to, unsuitable weather or such other conditions as are considered unfavorable for prosecution of the work, or failure on the part of the Contractor to carry out the provisions of the Contract or to supply materials meeting the requirements of the Specifications, or the action of a governmental agency, by serving written notice of suspension to the Contractor. In the event that the Engineer shall become aware of any condition that may be cause for suspension of the work, the Engineer shall immediately advise the City of such condition. The Contractor shall not suspend operations under the provisions of this Section without the City's permission or direction.

The Engineer has the authority to suspend the Contractor's operations, wholly or in part with the City's permission. The Engineer will order such suspension in writing giving in detail the reasons for the suspension. Contract time will be charged during all suspension of Contractor's operations. The City may grant an extension of contract time in accordance with the Specifications in the City's sole judgment.

No additional compensation or a time extension will be paid or granted to the Contractor when the operations are suspended for the following reasons, including, but not limited to:

a. The Contractor fails to comply with the contract documents;

b. The Contractor fails to carry out orders given by the Engineer; and/or

c. The Contractor causes conditions considered unfavorable for continuing the work.

The Contractor shall immediately comply with any Suspension Order: The Contractor shall not resume operations until authorized to do so by the Engineer in writing. Any operations performed by the Contractor, and otherwise constructed in conformance with the provisions of the Contract, after issuance of the suspension order and prior to the Engineer's authorization to resume operations will be at no cost to the City. Further, failure to immediately comply with any suspension order will also constitute an act of default by the Contractor and is deemed sufficient basis in and of itself for the City to declare the Contractor in default with the exception that the Contractor will not have ten calendar days to correct the conditions for which the suspension was ordered.

Prolonged Suspensions: If the Engineer suspends the Contractor's operations for an indefinite period, the Contractor shall store all materials in such manner that they will not obstruct or impede the traveling public unnecessarily or become damaged in any way. The Contractor shall take every reasonable precaution to prevent damage to or deterioration of the work performed. Provide suitable drainage of the roadway by opening ditches, shoulder drains, etc. and the Contractor shall also provide any temporary structures necessary for public travel through the project.

Permission to Suspend Contractor's Operations: The Contractor shall not suspend operations or remove equipment or materials necessary for completing the work without obtaining the Engineer's written permission. The Contractor shall submit all requests for suspension of operations in writing to the Engineer, and identify specific dates to begin and end the suspension. The Contractor is not entitled to any additional compensation for suspension of operations during such periods.

Suspension of Contractor's Operations - Holidays: Unless the Contractor submits a written request to work on a holiday at least ten days in advance of the request date and receives written approval from the Engineer, the Contractor shall not work on the following days: see Section 6.02 C. Contract Time will be charged during these holiday periods regardless of whether or not the Contractor's operations have been suspended. The Contractor is not entitled to any additional compensation for suspension of operations during such holiday periods.

ARTICLE 16 – MISCELLANEOUS

16.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual designated in the Contract Documents to accept notice or in the event, such individual is not designated, to a member of the firm, or to an officer of the corporation for whom it is intended; or
2. sent by registered or certified mail, postage prepaid, to the last business address known for the intended recipient of the notice.

16.02 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

16.03 *Public Nuisance*

A. The Contractor shall not create a public nuisance including, but not limited to, encroachment on adjacent lands, flooding of adjacent lands, or excessive noise.

B. Sound levels measured by the Engineer of Record or the City of Port St. Lucie shall not exceed 50 dBA from 7 P.M. to 7 A.M. or 60 dBA 7 A.M. to 7 P.M. This sound level shall be measured at the exterior of the nearest exterior wall of the nearest residence. Levels at the equipment shall not exceed 85 dBA at any time. Sound levels in excess of these values are sufficient cause to have the Work halted until equipment can be quieted to these levels. Work stoppage by the Engineer of Record or City for excessive noise shall not relieve the Contractor of the other portions of these Contract Documents including, but not limited to, completion dates and bid amounts.

C. No extra charge may be made for time lost due to work stoppage resulting from the creation of a public nuisance.

16.04 *Excavation Around & Connection to Existing Utilities*

A. It is essential that the Contractor understand that the maintenance of the existing wastewater lift station flows must be kept in operation with minimal impact and shut-downs. To this end, the Contractor shall coordinate and consult with the City's wastewater and lift station operating personnel before excavating around or cutting into existing utilities on the lift station site. Existing utilities of major concern are water, sewer and gas pipelines, electrical power conduits and cables, residential television and telephone cables.

B. Some areas within the wastewater lift station construction site will require hand excavation due to the congestion of underground piping systems and/or due to the criticality of piping systems that may be damaged unavoidably during machine excavation. It is anticipated that more problems will occur and hand excavation will be absolutely necessary for the piping installations required between the existing lift station and the new lift station.

C. Cover for underground piping shall not be less than that indicated on the Drawings or as specified elsewhere in the contract documents, whichever is greater. In areas where other piping conflicts preclude the maximum cover desired, the piping shall be laid to provide the maximum cover obtainable.

D. All connections to existing piping systems shall be made as shown or indicated on the Drawings after consultation, cooperation, and coordination with the City's wastewater and lift station management personnel. Some such connections may have to be made during off-peak hours (late night or early morning hours). The Contractor shall give a minimum of 72 hours notice to the City when tie-ins with the existing lift station utilities are required.

E. For major utility pipeline tie-ins and relocations, the Contractor shall submit a detailed Plan of Action for review and approval by the City and the Engineer. No major utility relocation or tie-ins shall proceed until the Plan of Action for that Work is approved.

16.05 *Temporary Operating Equipment and Facilities*

A. Prior to proceeding with Work and installation of temporary operating facilities, the Contractor shall submit a detailed Plan of Action for this work which will be reviewed and approved by the City and the Engineer of Record. Because this necessity to maintain operational capacity, the Contractor should submit his Plans of Action as soon as possible after the Notice to Proceed is issued. No Work shall commence until the Plans of Action are approved.

B. The temporary facilities will include temporary enclosures, power, pumping, and process piping. Locations for connection of temporary facilities to existing facilities shall be approved in advance by the City and the Engineer of Record and shall be included in the Contractor's submitted Plan of Action. The Contractor shall give a minimum of 72 hours notice to the City when tie-ins to existing lift station piping and electrical power are required.

GENERAL CONDITIONS

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SUPPLEMENTAL CONDITIONS

1. CONTROL PANEL

Control Panel shall be provided by the City for installation by the Contractor. Connection to the City fiber optic system and wetwell level controls is required as well as connection to FPL power. See shop drawings provide by the City for more information. The top of the control panel shall be no higher than 6'-6" above ground level. The 110 Volt receptacle on the outside of the panel shall be weatherproof when a cord is in use. A fiber pull box will be placed on the ground next to the control panel to store slack fiber.

2. SLAB

The Contractor is to place conduits under the slab and gravel as indicated by the plans. This is incidental to the contract.

3. SUPPORT POSTS

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

4. FPL ACCOUNT

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

5. STAGING AREA

The Contractor shall provide the City written confirmation of any private property areas used for equipment staging or material storage.

RELEASE

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

All claims arising out of, or in any way related to, the design, negotiation, supervision, or performance of a project known as the City of Port St. Lucie Lift Station SP-24 REPLACEMENT in accordance with a contract dated between the Contractor and the City of Port St. Lucie.

CONTRACTOR By: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

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

WITNESS my hand and official seal in the county and state aforesaid this _____ day of _____, 2012

_____

NOTARY PUBLIC,
State of Florida at Large

(NOTARY SEAL) My commission expires: _____

END OF SECTION

APPENDIX A
QUALIFIED PRODUCTS LIST

See PSLUSD website at http://www.cityofpsl.com/UtilEng

EXHIBIT A
BASIS OF PAYMENT FOR LINE ITEMS

1	Bonds and Insurance	The price for Bonds & Insurance shall be full compensation for bonds and insurance, based on the original contract cost, in accordance with the contract documents. Payment will be a Lump Sum Payment.
2	Mobilization / Demobilization	The price for Mobilization and Demobilization shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, materials, sanitary facilities, and surplus and/or spoil excavation handling cost(s) required to complete the work, in accordance with the plans and contract documents. Payment will be 50% of the Lump Sum cost for each of the first two months.
3	Maintenance of Traffic (F&I)	The price for Maintenance of Traffic shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and materials cost(s) required to provide and maintain advance and/or work zone vehicular and/or pedestrian maintenance of traffic, in accordance with the plans, contract documents, and/or governing regulatory agencies requirements. Payment will be on a Lump Sum basis. Partial payments will be billed by percentage of the Lump Sum contract amount based on actual contract work completed in each pay period.
4	Pre-Construction Lay-out (F&I)	The price for Pre-Construction Lay-out shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and materials cost(s) required to provide, base line stationing, initial construction layout, and replacement of damaged and/or missing staking as the work progresses, to assure the PSLUSD can verify the work is progressing in accordance with the intended design. Payment will be on a Lump Sum basis. Partial payments will be billed by percentage of the Lump Sum contract amount based on actual contract work completed in each pay period.
5	Post Construction As-builts (F&I)	The cost for Post Construction As-builts shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and materials cost(s) required to perform the field survey and mapping requirements in accordance with the plans and contract documents. Payment will be on a Lump Sum basis. Partial payments will be billed by percentage of the Lump Sum contract amount based on actual contract work completed in each pay period.
6	Erosion Control (F&I)	The cost for Erosion Control shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and materials cost(s), required to install and maintain the erosion control devices throughout the duration of the project, in accordance with the plans and contract documents, including NPDES Permitting and Reports (if applicable). Payment will be on a Lump Sum basis. Partial payments will be billed by percentage of the Lump Sum contract amount based on actual contract work completed in each pay period.

7	6' High Temporary Chain Link Construction Fencing (F&I)	The price for the Temporary Chain Link Fencing shall be full compensation, including but not limited, the Prime and/or Sub-contractor(s) personnel, equipment, and materials cost(s), required for the installation of, maintenance of, and removal of, the temporary fencing installed during the excavation and/or REPLACEMENT of the Lift Station, Force Main, staging area, if desired by Contractor and associated site work as deemed necessary by the EOR and the PSLUSD. Payment will be on a Lump Sum basis. Partial payments will be billed by percentage of the Lump Sum contract amount based on actual contract work completed in each pay period.
8	Density Testing (F&I)	The Unit Price for Density Testing shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and materials cost(s), required for each passing in-place density test(s), proctor test(s), and signed and seal test report(s), in accordance with the plans, and contract documents Payment will be made based on Each passing signed and sealed density test received, by the PSLUSD.
9	Concrete Slump & Compression Testing (F&I)	The Unit Price for Concrete Slump & Compression Testing shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and materials cost(s), required for each passing combination slump & compression test, and signed and sealed test reports, in accordance with the plans, and contract documents. Payment will be made based on Each passing signed and sealed test report received by the PSLUSD.
10	Clearing & Grubbing (F&I)	The cost for Clearing & Grubbing shall be full compensation, included but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and materials cost(s), required to clear & grub and dispose of, all vegetation, concrete slabs, curbing and all other miscellaneous debris. Payment will be on a Lump Sum basis. Partial payments will be billed by percentage of the Lump Sum contract amount based on actual contract work completed in each pay period.
11	Fine Grading (F&I)	The cost for Fine Grading to 1" below Finish Grade shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and materials cost(s), required to fine grade the entire work zone to within 1" of Finish Grade. Grading inside fence shall allow for the installation or 6" of stone. Payment will be on a Lump Sum basis. Partial payments will be billed by percentage of the Lump Sum contract amount based on actual contract work completed in each pay period.

12	Concrete Generator Pad – 4" Thick, 4000 psi with fiber (F&I)	This Unit Price for Concrete Generator Pad shall be full compensation, including but not limited to, the Prime and/or Sub-contractor (s) personnel, equipment and material cost(s) required to construct the concrete generator pad shown on the design plans. Payment will be based on the total Square Yards completed during each billing cycle, subject to passing slump & compression testing.
13	Driveway Concrete – 6" Thick (4000 PSI/Fiber Mesh), (F&I)	The Unit Price for Driveway Turnouts shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and materials cost(s), required to construct the lift station driveway turnout and driveway concrete, in accordance with the plans, contract documents, and/or governing regulatory agencies requirements. Payment will be based on the total Square Yards completed during each billing cycle, subject to passing slump & compression testing.
14	Existing Lift Station By-Pass (F&I)	The cost for the By-Pass and REPLACEMENT of the Existing Lift Station shall be full compensation for maintaining sanitary sewer service until the rehabilitated station is placed back into service, including but not limited to, the Prime and/or Sub-Contractor(s) personnel, equipment, and materials cost(s), required to maintain operational service in accordance with the plans and contract document. Payment will be on a Lump Sum basis. Partial payments will be billed by percentage of the Lump Sum contract amount based on actual contract work completed in each pay period.
15	6" PVC Force Main & Locating Wire (I)	The Unit Price for PVC Force Main shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material cost(s), required to construct the force main, in accordance with the plans and contract documents. The cost(s) of restraints and 10 gauge locating wire shall be included in the PVC Force Main unit price. Payment will be based on the total Linear Feet installed during each billing cycle.
16	Epoxy Lined, Ductile Iron Fittings (I)	The price for installation of Epoxy Lined Ductile Iron Fittings shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel and equipment cost(s), required to construct Ductile Iron fittings, in accordance with the plans and contract documents. Payment will be on a Lump Sum basis. Partial payments will be billed by percentage of the Lump Sum contract amount based on actual contract work completed in each pay period.
17	6" Force Main Valve Insertion (F&I)	The cost for Force Main Valve Insertion shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material cost(s), required to construct the Valve Insertion, in accordance with the plans and contract documents. The force main must remain under pressure and in operation during the process and cannot be shut down. Valve shall be InsertValve™ by Team Industrial Services or approved equal. Shop drawings and/or manufacturers product specifications are required. Payment will be based on a Lump Sum basis for a completed installation.
18	Functional Testing - Force Main (F&I)	The Price for Functional Testing of the Force Main shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material cost(s), required to flush and pressure test the force main, in accordance with the plans and contract documents. Payment will be a Lump Sum payment based on a percentage of testing completed

		during each billing cycle.
19	Tie-in to existing Force Main (F&I)	The price for Tie-in to the existing Force Main shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material cost(s), required to connect to the existing Force Main, in accordance with the plans and contract documents. Payment will be based on Each item of work completed during each billing cycle.
20	1" Water Service Assembly (I)	The cost for constructing a water service shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment and material cost(s) to relocate the existing polyethylene pipe, add a riser, angle valve and associated fittings and supports in accordance with the plans and contract documents. Payment will be based on a Lump Sum basis for the work completed during each billing cycle.
21	Dewatering (F&I)	The cost for dewatering shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment and material cost(s) required to dewater the site as needed. The price should also include electrical costs. Payment will be based on a Lump Sum basis for the work completed during each billing cycle.
22	Lift Station (Complete)	The price for the REPLACEMENT of the Lift Station shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material cost(s), required to construct the lift station complete, including but not limited to, lining of the wet-well, pumps, control panel, level and pressure sensors, conduits, piping, valves, by-pass connection, and odor control scrubber, coring into the wetwell, replace wetwell lid complete with new hatch and safety grate, concrete work in accordance with the plans and contract documents. This cost shall also include providing gravel over 2 ply, 4 mil visqueen inside the fenced portion of the lift station. Payment will be a Lump Sum payment based on a percentage of completed work during each billing cycle.
23	Telemetry (Complete), (I)	The price for the installation of the Telemetry System shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material cost(s), required to construct and program both in the field and control room, the complete telemetry system, including, but not limited to, the PLC, and conduits, in accordance with the plans and contract documents. Payment will be a Lump Sum payment based on a percentage of completed work during each billing cycle.
24	Electrical Service – 150 Amp (Complete), (F&I)	The cost for the installation of the Electrical Service shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and material cost(s), required to construct complete, in its new location, including but not limited to, conduits, electrical disconnect, meter can, wiring, grounding, and permitting, in accordance with the plans and contract documents. Payment will be a Lump Sum payment based on a percentage of completed work during each billing cycle.
25	Sod, (F&I)	The Price shall be full compensation, including but not limited to, the Prime and/or Sub-Contractor(s) personnel, equipment, and material cost(s) required to construct the sod. The sod shall be placed around the new lift station and at the construction

		staging area. All disturbed areas are to be sodded. Payment will be Lump Sum based on a percentage of completed work during each billing cycle.
26	Indemnification	The Price for Indemnification shall be full compensation for providing Indemnification to the City of Port Saint Lucie, in accordance with the contract documents Payment will be a Lump Sum Payment.

END OF SECTION

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E-BID REPLY EXCEL SPREADSHEET
E-BID #20120053
LIFT STATION #SP-24 REHABILITATION

Line Item Number	Pay Item Number	Item Description	Unit Quantity		Unit Cost	Total Unit Cost
1	33.3024-1	Bonds and Insurance	1.00	LS		$0.00
2	33.3024-2	Mobilization, per FDOT Section 101	1.00	LS		$0.00
3	33.3024-3	Maintenance of Traffic (F&I), per applicable FDOT Series 600 Standard Index's	1.00	LS		$0.00
4	33.3024-4	Pre-construction Survey Layout (F&I)	1.00	LS		$0.00
5	33.3024-5	Post Construction As-built Survey (F&I)	1.00	LS		$0.00
6	33.3024-6	Erosion & Pollution Control (F&I), per FDOT Series 102 & 103 Index's	1.00	LS		$0.00
7	33.3024-7	6' Temporary Construction Fencing, including Gates (F&I) & Access for Ballantrae Maintenance	1.00	LS		$0.00
8	33.3024-8	Density Testing (F&I)	10.00	EA		$0.00
9	33.3024-9	Concrete Slump & Compression Testing (F&I)	2.00	EA		$0.00
10	33.3024-10	Clearing & Grubbing, (F&I)	1.00	LS		$0.00
11	33.3024-11	Fine Grade, 1" Below Finish Grade (F&I)	1.00	LS		$0.00
12	33.3024-12	Concrete Generator Pad (F&I)	8.00	SY		$0.00
13	33.3024-13	Concrete Driveway Turnout, (4000 PSI), (Fiber Mesh), (6" Thick) (F&I)	60.00	SY		$0.00
14	33.3024-14	Existing Lift Station By-Pass (F&I)	1.00	EA		$0.00
15	33.3024-15	6" C-900, PVC, Force Main, & Locating Wire (F&I)	40.00	LF		$0.00
16	33.3024-16	Epoxy Lined, Ductile Iron Fittings (F&I)	1.00	LS		$0.00
17	33.3024-17	6" Force Main ValveInsertion (F&I)	1.00	LS		$0.00
18	33.3001-18	Functional Testing - Force Main (F&I)	1.00	LS		$0.00
19	33.3001-19	Tie-into Existing Force Main, (Complete), (F&I)	1.00	EA		$0.00
20	33.3001-20	1" Water Service Assembly, (F&I)	1.00	LS		$0.00
21	33.3001-21	Dewatering (F&I)	1.00	LS		$0.00
22	33.3001-22	Lift Station, (Complete), (F&I)	1.00	LS		$0.00
23	33.3001-23	Telemetry (Complete), (F&I)	1.00	LS		$0.00
24	33.3001-24	150 AMP Electrical Service (Complete), (F&I)	1.00	LS		$0.00
25	33.3001-25	Sod	1.00	LS		$0.00
26	33.3001-26	Indemnification	1.00	LS	$10.00	$10.00
					TOTAL	$10.00

CITY OF PORT ST. LUCIE
Office of Management & Budget

NIGP

July 2, 2012

Mr. Chris Coscia
JSM Services, Inc.
414 Lake Millsite Road
Bartow, FL 33830

Subject – Bid Bond for SB #21000053R-LL – Drainage Swale Liner Maintenance

Dear Mr. Coscia:

Enclosed is the original Bid Bond submitted with your Proposal for the subject Bid. We hope that you will continue to participate in our Bid process and look forward to working with you in the future

If there is anything this office can do to assist you, please do not hesitate to ask.

Respectfully,

Lisa Marie Lawrence,
Contract Specialist
Office of Management & Budget

Enclosure: 1 original Bid Bond #0994782 00

CITY OF PORT ST. LUCIE
Office of Management & Budget

July 1, 2012

Mr. Rich Sampson
Sampson Tree Service Company
2170 SW Conan Avenue
Port St. Lucie, FL 34953

Subject – Bid Bond for SB #21000053R-LL – Drainage Swale Liner Maintenance

Dear Mr. Sampson:

Enclosed is the original Bid Bond submitted with your Proposal for the subject Bid. If there is anything this office can do to assist you, please do not hesitate to ask.

Respectfully,

Lisa Marie Lawrence,
Contract Specialist
Office of Management & Budget

Enclosure: 1 original Bid Bond

121 SW Port St. Lucie Blvd., Bldg A Port St. Lucie, FL 34984-5099 (772) 871-5223 (p) *(772) 871-7337 (F)