



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 63-2016

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE RENEWAL OF RFQL NO. 2015-156: UNDERGROUND UTILITY CONSTRUCTION SERVICES WITH THE FOLLOWING FIRMS: DBE UTILITY SERVICES OF LOXAHATCHEE, FLORIDA, FELIX ASSOCIATES OF FLORIDA, INC. OF STUART, FLORIDA, AND JOHNSON-DAVIS INC. OF LANTANA, FLORIDA., ALL OF STUART, FLORIDA; FOR THE FIRST OF TWO RENEWAL PERIODS THROUGH JULY 12, 2017, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

* * * * *

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The City Commission of the City of Stuart hereby approves the first of two renewal periods of RFQL No. 2015-156: Underground Utility Construction Services with DBE Utility Services, Felix Associates of Florida, and Johnson-Davis Inc.; for the period July 13, 2016 through July 12, 2017.

SECTION 2: This resolution shall take effect upon adoption.

Resolution No. 63-2016
Approve Renewal of RFQL No. 2015-156: Underground Utility Construction Services

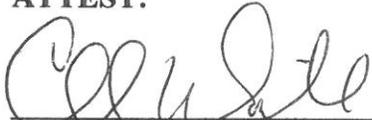
ADOPTED this 11th day of July 2016.

Commissioner CAMPENNI offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner CLARKE and upon being put to a roll call vote, the vote was as follows:

JEFFREY KRAUSKOPF, MAYOR
EULA R. CLARKE, VICE MAYOR
KELLI GLASS-LEIGHTON, COMMISSIONER
TROY MCDONALD, COMMISSIONER
TOM CAMPENNI, COMMISSIONER

YES	NO	ABSENT
X		
X		
X		
X		
X		

ATTEST:

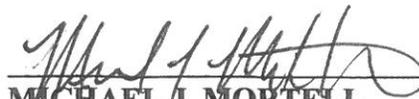


CHERYL WHITE
CITY CLERK



JEFFREY KRAUSKOPF
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:



MICHAEL J. MORTELL
CITY ATTORNEY





City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services

Alaina Knofla
Procurement Specialist
aknofla@ci.stuart.fl.us

Telephone (772) 288-5320
Fax: (772) 600-1202
www.cityofstuart.us

June 16, 2016

Via Email Transmission: talloe@dbeutilityservices.com

D.B.E Utility Services
Attn: Dustin Ertle, President
15893 77th Place
Loxahatchee, FL 33470

Subject: Renewal for RFQL# 2015-156, Underground Utility Construction Services

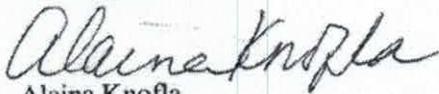
Dear Mr. Ertle,

This is official notification to your firm that the City of Stuart is satisfied with your firm's performance and wishes to extend your current contract for Underground Utility Construction Services, for the period beginning July 13, 2016 and ending on July 12, 2017, which represents the first year of two (one year) renewal options. This extension is granted under the same terms, conditions, and pricing as the original contract.

Please complete the bottom portion of this letter if your firm will agree to the requested renewal. Your response must be received **no later than 4:00 p.m., June 24, 2016**. You may fax your response to (772) 600-1202 or send by email to purchasing@ci.stuart.fl.us.

Thank you for your cooperation and immediate attention to this matter. Please contact me at (772) 288-5320, if you should have any questions.

Best Regards,


Alaina Knofla
Procurement Specialist

cc: Dave Peters, Assistant Public Works Director
RFQL 2015-156 Official File

- I hereby agree to the contract renewal as specified of the subject Agreement
- I am unable to agree to the contract renewal as specified of the subject Agreement

(Signature)

Date

Printed Name

Title



Dustin Ertle

6/17/16

President



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 65-2015

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF RFP #2015-156, UNDERGROUND UTILITY CONSTRUCTION SERVICES TO TOP THREE RANKED FIRMS, FELIX ASSOCIATES OF FLORIDA, INC. OF STUART, FLORIDA, JOHNSON-DAVIS INC. OF LANTANA, FLORIDA, AND DBE UTILITY SERVICES OF LOXAHATCHEE, FLORIDA, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The City Commission of the City of Stuart hereby approves the award of RFQ #2015-156, Underground Utility Construction Services to the three top ranked qualifiers, with authorization to execute final agreements with Felix Associates of Florida, Inc. of Stuart, Florida, Johnson-Davis Inc. of Lantana, Florida, and DBE Utility Services of Loxahatchee, Florida, subsequent to review and approval by City Attorney.

SECTION 2: This resolution shall take effect upon adoption.

Resolution No. 65-2015

Approve Award of RFQ #2015-156, Underground Utility Construction Services

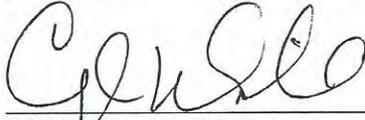
Commissioner CAMPENNI offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner MCDONALD and upon being put to a roll call vote, the vote was as follows:

KELLI GLASS LEIGHTON, MAYOR
JEFFREY KRAUSKOPF, VICE MAYOR
TOM CAMPENNI, COMMISSIONER
EULA CLARKE, COMMISSIONER
TROY MCDONALD, COMMISSIONER

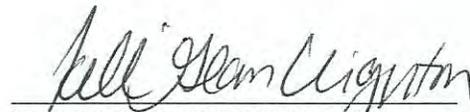
YES	NO	ABSENT
X		
X		
X		
X		
X		

ADOPTED this 13th day of July, 2015.

ATTEST:

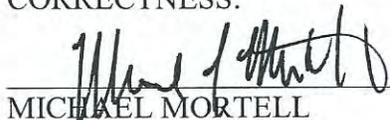


CHERYL WHITE
CITY CLERK



KELLI GLASS LEIGHTON
MAYOR

REVIEWED FOR FORM AND
CORRECTNESS:



MICHAEL MORTELL
CITY ATTORNEY





**MASTER AGREEMENT FOR SERVICES
BETWEEN CITY OF STUART AND CONTRACTOR
FOR REQUEST FOR QUALIFICATION # 2015-156
UNDERGROUND UTILITY CONSTRUCTION SERVICES**

CONTRACTOR: **DBE Utility Services**
 15893 77th Place
 Loxahatchee, FL 33470

THIS AGREEMENT, hereinafter "Contract," made and entered into the 13th day of July, 2015 by and between DBE Utility Services, hereinafter referred to as "Contractor" and the City of Stuart, Florida, a municipal corporation, 121 S.W. Flagler Avenue, Stuart, Florida 34994, hereinafter referred to as "City", for and in consideration of the following terms, conditions and covenants.

I. PURPOSE OF AGREEMENT

City intends to enter into a contract with a qualified Contractor for provision of Underground Utility Construction Services for those services by City as set forth below.

II. SCOPE OF SERVICES

The Contractor shall provide Underground Utility Construction Services in all phases of any project for which a WORK ORDER REQUEST has been issued by the City pursuant to this Agreement; and as described in the contract documents listed in "Exhibits A & B" attached hereto. These services will include Underground Utility Construction Services as described in the Work Order Request. The detailed scope of services to be performed and schedule of fees for those services shall be detailed in each Work Order Request.

The low pressure sewer system installations are in designated areas of the City of Stuart. Project services shall include, but not be limited to, furnishing all labor, equipment and materials necessary for the installation of underground utilities through the City of Stuart.

III. AGREEMENT PROVISIONS

Section 1. Period of Service

1.1 Term of Agreement

Upon award of this Agreement, the effective date of this Agreement shall be the date of execution of this Agreement by both City and Contractor. Term of this agreement shall be for an initial period of one (1) year with the option of two (2) additional one-year renewal periods, upon the mutual agreement of the parties.

1.2 Work Order Request (WOR)

Each "WOR" shall include the notice of solicitation; date issued, due date and time, a brief description of the installation to be done, including address/location of work, completion time. The work order request will be accompanied with the Bid Schedule for the project.

Section 2. Compensation and Method of Payment

2.1 Fee Schedule

CITY will compensate Contractor for services under each WOR. The fee due to the Contractor shall be quoted by the successful Contractors as provided on a per project basis by WOR, and awarded to the lowest most responsive and responsible bidder as set forth in each WOR and schedule formalized in “**Exhibit C**” to this Agreement.

2.2 Invoices

Contractor shall submit monthly invoices to the City no later than the last day of the month for work accomplished under this Contract. Each invoice shall be detailed and include, but not be limited to, hours worked by each person assigned to the Project, date worked and all ancillary expenses incurred and by whom.

2.3 Payment

Payment for services rendered is due within thirty days of receipt and approval of invoice by City. Payment is delinquent 30 days following receipt and approval of invoice by City.

For any utility (water, sewer or drainage) or roadway construction and/or repair work that would require the contractor to perform a density test per the City of Stuart specifications, all hard copies of the density test reports performed within the requested pay period must be submitted with the payment application. Failure to provide the required documents may result in a delay of payment.

Section 3. Guarantee

The Contractor guarantees to repair, replace or otherwise make good to the satisfaction of the City any defects in workmanship or material appearing in the work as specified under each work order request within twelve (12) months after the day the work is accepted by the Project Manager of the City. Contractor further guarantees the successful performance of the work for the service intended. Neither inspection nor payment, including final payment by the City shall relieve the Contractor from his or its obligations to do and complete the work in accordance with this contract. If the City deems it inexpedient to require the Contractor to correct deficient installation or repairs, an equitable deduction from the contract price shall be made therefore or in the alternative the City may sue for damages, or both.

Section 4. Audit

The Contractor agrees that the City or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Agreement. The Contractor shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

Section 5. Contractor Responsibility

5.1 Independent Contractor

The Contractor is an independent contractor and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

5.2 Responsibility for Work

The Contractor shall take the whole responsibility of the Agreement Work and shall bear all losses resulting to him because of bad weather, or because of errors or omissions in his or its bid on the Agreement price, or except as otherwise provided in the Agreement Documents because of any other causes whatsoever.

The Contractor shall assign a Supervisor and identify assigned personnel to the City account. Supervisor is responsible to keep the City informed of the contractor's activities and have in place a dispatch method available at all times who can be contacted by the City by radio, beepers, cellular phones etc. This assigned Supervisor will be responsible for overseeing all work performed. If at any time the assigned supervisor is replaced during the term of this contract, the Contractor must provide all updated information and details as requested and must be approved by the City. Any change in Contractor's assigned staff must also have prior approval by the City.

The Contractor is responsible to submit a proposed schedule to the City consisting of planned work to be accomplished. The Public Works Director; or his designee, shall have approval authority over the proposed schedule. Contractor may not change the schedule without the prior written authorization of the Public Works Director, or his designee. The City reserves the right to change the schedule, with adequate notification, so the best benefit of the work can be achieved

5.3 Contractor's Records

As a condition precedent to Contractor filing any claim against City, Contractor shall make available to City all of Contractor's books and records (directly or indirectly related to the claim of Contractor's business) requested by City. Refusal to do so shall constitute a material breach of this contract and cause for dismissal of any litigation.

5.4 Liquidated Damages

The Contractor shall pay to the party of the first part, as damages for non-completion of the work within the time stipulated for its completion, one thousand dollars (\$1,000.00) for each and every day which may exceed the stipulated time for its completion, is hereby agreed upon, fixed and determined by the parties hereto as liquidated damages that the party of the first part will suffer by reason of such default and not by way of penalty.

The party of the first part is hereby authorized to deduct the said sum of one thousand dollars (\$1,000.00) per day from the moneys which may be due or become due said Contractor for the work under this contract, or as much thereof as the Owner may, at its own option, deem just and reasonable.

Section 6. Additional Services

The City may require additional services of a similar nature, but not specifically identified in the contract. The Contractor agrees to provide such items/services, and shall provide the City prices on such additional items or services based upon a formula or method which is the same or similar to that used in establishing the prices in this proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items/services from other vendors or to cancel the contract. Furthermore, the City reserves the right to delete or revise items and services under this proposal at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period. Items revised must be mutually agreed upon in writing by the Contractor.

Section 7. Termination

7.1 Termination for Convenience

Either party upon a seven (7) day written notice to the other party may terminate this Contract. In the event of any termination, Contractor shall be paid for all services rendered to the date of termination.

7.2 Termination for Cause

The performance of the Contract may be terminated by the City of Stuart in accordance with this clause, in whole or in part, in writing, whenever the City shall determine that the contractor has failed to meet performance requirement(s) of the Contract. If the successful bidder should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should fail to provide properly skilled personnel or proper service in the sole discretion of the City, then the City can, after giving the successful bidder seven (7) days written notice, and without prejudice to any other right or remedy, terminate this Contract.

7.3 Disqualification

Contractors must attend the mandatory pre-bid meeting to address the scope of work and questions about the project. Failure to attend three meetings per contract year may be cause for disqualification / termination of your agreement.

7.4 Default

In the event that the Contractor cannot respond adequately to the needs of the City by reason of equipment failure or any other reason, the Contractor shall advise the City, as soon as possible, and further advise as to the length of said inability. The City may then consider said inability to be a breach of this Contract and may undertake the necessary work through the remaining prequalified Contractors or its own services.

Section 8. CITY's Obligations

8.1 Designated Representative

The Designated Representative of the City to act with authority on the City's behalf with respect to all aspects of the Project shall be identified in each Project Authorization.

Section 9. Persons Bound by Agreement

9.1 Parties to the Contract

The persons bound by this Contract are the Contractor and the City and their respective partners, successors, heirs, executors, administrators, assigns and other legal representative.

9.2 Assignment of Interest in Contract

This Contract and any interest or services associated with this Contract may not be assigned, sublet or transferred to another by either party without the prior written consent of the other party. Contractor will not be permitted to subcontract any of the work requirements to be performed of the services hereunder.

9.3 Other Entity Use

The successful Contractor may be requested to convey its proposal prices, contract terms and conditions, to municipalities or other governmental agencies.

9.4 Inspection

The project will be inspected by the Project Manager for the City and will be rejected if it is not to conformity with the Agreement provisions. Rejected work will be immediately corrected by the Contractor. When the work is substantially completed, the Contractor shall notify the City in writing that the work shall be ready for inspection on a definite date, at least five (5) business day following the completion of work, which shall be stated in such notice.

9.5 Start of Work and Time for Completion

It is hereby understood and mutually agreed by and between parties hereto that the time of completion is an essential condition of this contract. By submitting a bid response to WOR, Contractor agrees to start the work within ten (10) days of issuance of Notice to Proceed. Contractor is to prosecute the work uninterrupted in such a manner, with sufficient labor, equipment and/or materials so as to insure work is completed within designated completion time. In the event the Contractor, due to circumstances beyond his/her control, cannot complete the project within this time frame, he/she shall immediately make this fact known to the Project Manager or designee.

The Contractor shall, within Two (2) business days from the beginning of such delay, notify Project Manager, in writing, with copy to the Procurement Manager, of the cause(s) of the delay. If the Contractor shall be delayed in the completion of its work by reason of unforeseeable causes beyond its control and without fault or negligence, including, but not restricted to, acts of God or neglect of any other contractor, the period herein specified above specified for the completion of delivery shall be extended by such time as shall be approved by the Project Manager.

9.6 Rights and Benefits

Nothing herein shall be construed to give any rights or benefits arising from this Contract to anyone other than Contractor and the City.

Section 10. Indemnification of City

Contractor assumes the entire responsibility and liability for all damages or injury to all persons, and to all property, caused by the Contractor or Contractor's employees, agents, consultants or sub-contractors, and Contractor shall to the fullest extent allowed by law, indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, omission, or intentional conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the contract. Specific consideration for this indemnity is \$10.00, the receipt and sufficiency of which are hereby acknowledged by Contractor.

Contractor shall obtain, maintain and pay for general liability insurance coverage to insure the provisions of this paragraph.

Section 11. Insurance

11.1. Requirements

Contractor shall procure and maintain insurance, in the amounts noted in Item 5.2 of the Request for Qualification and included in "Exhibit D" of this Contract, which names the Contractor, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for notification of the City 30 days in advance of any material change or cancellation. The City by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A:VII or better. When a self insured retention or deductible exceeds \$5,000, the City reserves the right, but not the obligation, to review and request a copy of contractor's most recent annual report or audited financial statement. All contractors, including any independent contractors and subcontractors utilized, must comply with the insurance requirements as set forth in the documents identified and listed in "Exhibit D" attached hereto.

11.2 Certificate of Insurance

Certificates of all insurance required from the Contractor shall be attached to this agreement and shall be subject to the City's approval for adequacy.

11.3 Status of Claim.

The Contractor shall be responsible for keeping the City currently advised as to the status of any claims made for damages against the Contractor resulting from services performed under this Contract. The Contractor shall send notice of claims related to work under this Contract to the City. Copies of the notices shall be sent by fax, hand delivery or regular mail to:

Public Works, City of Stuart
121 S.W. Flagler Avenue
Stuart, Florida 34994
FAX: (772) 288-5381

Section 12. Contractors Standards

All work performed by Contractor will be in accordance with the same degree of care, skill, and diligence in the performance of the work as is ordinarily provided by a contractor under similar

circumstances and contractor shall, at no additional cost to the City, correct any deficiency which fails to satisfy the foregoing standard of the highest professional standards and in accordance with all applicable governmental regulations.

Section 13. Non-Appropriation

This Contract is deemed effective only to the extent of the annual appropriations available.

Section 14. General Conditions

14.1 Venue in Martin County

Jurisdiction and venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in the County Court or the Circuit Court in and for Martin County, Florida.

14.2 Laws of Florida

The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida.

14.3 Attorney's Fees and Costs

In the event the Contractor defaults in the performance of any of the terms, covenants and conditions of this Contract, the Professional agrees to pay all damages and costs incurred by the City in the enforcement of this Contract, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

14.4 Mediation as Condition Precedent to Litigation

Prior to the initiation of any litigation by the parties concerning this Contract, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the City shall select the mediator who, if selected solely by the City, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

14.5 Contract Amendment

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written documents executed with the same formality and of equal dignity herewith. No verbal agreement by the City or the City's representative identified herein shall be binding or enforceable against the City.

14.6 Contractual Authority

By signing this Contract the Contractor swears or affirms, under penalty of perjury, that this is a valid act of the Contractor, and that no later claim shall be made by the CONTRACTOR that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the proper authority to execute the Contract. In the event that a court of competent jurisdiction later determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Contract shall nonetheless be deemed valid under the theory of "apparent authority," or in the sole alternative of the City, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

14.7 Sovereign Immunity

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under chapter 768.20 Florida Statutes as amended.

Section 15. Public Records

In compliance with F.S. 119.0701 the Contractor shall:

Keep and maintain public records that would ordinarily and necessarily be required by the public agency in order to perform the service. This includes, without limitation, any and all financial, accounting, operational or service records or reports kept, generated or issued as a normal part of the services provided.

Provide the public with access to these public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

Ensure that public records that are considered exempt or confidential, and therefore exempt from public records disclosure requirements, are not disclosed except as authorized by law.

Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency."

If the Contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the Contract.

Section 16. Exhibits

The following Exhibits are attached to and made a part of this Contract:

“**Exhibit A**” - "Proposal as Submitted by Contractor and Accepted by City"

“**Exhibit B**” - “Original Request for Qualification as Issued by City, including all Addenda”

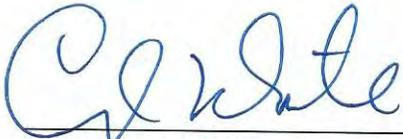
“**Exhibit C**” - "Fee Schedule"

“**Exhibit D**” - "Insurance and Indemnification"

IN WITNESS WHEREOF, the CITY and the Professional have made and executed this Contract the day and year first above written:

ATTEST:

CITY OF STUART, FLORIDA



CHERYL WHITE
CITY CLERK



KELLI GLASS LEIGHTON
MAYOR



APPROVED AS TO FORM
AND CORRECTNESS:



MICHAEL MORTELL
CITY ATTORNEY

WITNESSES:

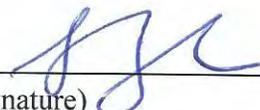
CONTRACTOR



(Signature)



(Signature)



(Signature)

Dustin Turtle

Printed Name

President

Title

EXHIBIT A

“PROPOSAL AS SUBMITTED BY CONTRACTOR AND ACCEPTED BY CITY”



DBE UTILITY SERVICES

15893 77th Place • Loxahatchee, FL 33470 • 561.644.2182 • dbeboring@yahoo.com

DIRECTIONAL BORING SERVICES

Licensed, Bonded, and Fully Insured with Excellent Safety Record

To Whom It May Concern:

DBE is a thriving construction firm with projects ranging in size from \$50,000 to as large as \$3 million dollars in value. We have completed projects in the many areas of underground utilities, including but not limited to horizontal directional drilling, force main, water & sewer main, low pressure systems, grinder stations both commercial and residential, and much more. DBE is well versed in all scopes presented as part of this prequalification package and is highly qualified and capable of performing the scope of services outlined herein. DBE has been recognized statewide for high-quality results, at fair competitive prices. We have an excellent reputation for dependability, efficiency, safety, and completing projects on time and within budget. We look forward to continuing this tradition with you. DBE is committed to perform the required work within the time period designated.

Thank you for your consideration,

Dustin Ertle
President



TAB 1 – COMPANY QUALIFICATIONS



DBE UTILITY SERVICES

15893 77th Place • Loxahatchee, FL 33470 • 561.644.2182 • dbeboring@yahoo.com

Licensed, Bonded, and Fully Insured with Excellent Safety Record

Recognized statewide for high-quality results at a fair, competitive price.

Projects professionally completed on time, with new equipment, and total cleanup.

- **Founded in 2004, quickly gained a reputation for dependability, efficiency, and safety.** Reliably meet deadlines within budgets and with superior results. Frequently tasked with jobs that other contractors have failed to complete and successfully fulfilled contracts.
- **Proudly hold record of safe worksite operations,** including workers, the public, vehicles, and heavy equipment. Continually train staff in safety measures to achieve an accident-free workplace. Voluntarily identify and avoid other utility lines, well beyond the 2' obligation.
- **Offer a wide range of jobs** from steel pipe and HDPE to 100% turnkey gas, sewer, and water installation. Provide sophisticated boring services, including wire line guidance, ground-penetrating radar, and walkover guidance.
- **Demonstrate commitment to the environment.** Pressure clean roadways, streets, and driveways, replace sod, asphalt, and concrete, and ensure protection of wildlife and sea life.
- **Highly regarded by clients and their customers** for going the extra mile to get the job done to all parties' satisfaction. Excel at finding solutions to some of the toughest boring projects. Think outside the box, make crunch decisions, and execute them professionally.

Areas of Specialty

Ground-Penetrating Radar
Subaqueous Wire Line Guidance
Collaborative Team Approach
New, Upgrade, & Replacement
Paving

Municipal Contractor
Underground Power
Industrial & Commercial
All Underground Conduits
Stripping

Water, Sewer, & Gas
Partnership Building
Complete Build-Out
Slip Line Construction
Lift Stations

COMPANY SPECIFICATIONS

CREDENTIALS

- **Florida Underground Contracting License CUC 1224256**
- **Florida Fire Sprinkler License**
- **Florida Gas Specialty License**

PERSONNEL

- **Leadership Team**

President: Dustin Ertle

Vice President: Cheryl Washington

General Manager: Keith Washington

- **Full-Time Staff**

32 Employees, including:

Site Foremen

Drill Operators and Locators (many with 20+ years of drilling experience)
Connection Crews
Fusing Crews
Pipe Welders
Restoration Crews
Inspectors
Safety Officers

- **Contract Staff**

Surveyors
GIS Plotters
Lift Stations

EQUIPMENT & JOB SCOPE

- The entire State of Florida and surrounding areas
- All counties, municipalities, and utilities
- 5,000 pounds to 220,000 pounds pullback
- 10 drilling machines
- Vacuum machines
- 10,000 feet a week capacity
- 1/2" to 54" in diameter pipes
- Certified gas distribution and transmission welders
- HDPE fusing machines
- Pipe installation for bores up to 3,500' in length

REPRESENTATIVE PROJECTS

City of St Cloud, Reclaimed water main. (1/2015 – 4/2015) install 2,241' of 24" HDPE by HDD, 2,837' of 16" HDPE by HDD and 1,080' of 12" HDPE by HDD. Install 620' of 24" c-900 by open cut, 3,222' of 16" c-900 by open cut, and 530' of 12" c-900 by open cut. All pigging, testing and connections to existing lines.

Florida Keys, Sewer conveyance mains. (9/2014 – 10/2014) 7,000' of 12" HDPE. Bores ranged in size from 300'-1200'. Included in this job was 7,500' of low pressure sewer mains installed with arv's, flushing connections and 75 services to grinder stations

Florida Keys, SEWER WATER CROSSING (9/2013 – 3/2014)
7 bores ranging from 1,200' to 2,400' in length; wire line bores 18" and 10" HDPE

West Palm Beach, GAS UPGRADE (11/2012 – Present)
200-mile replacement of old lines and connectors; five-year project working off 60-year-old maps and drawings

City of Davie, SEWER REPLACEMENT BORES, 20" pipe (11/2012 – 5/2013)
8 bores ranging from 1,200' to 2,400' in length; walkover location system

City of Sarasota, WATER MAIN – SEWER WATER CROSSING (9/2012 – 10/2012)
Bore 12" pipe, 2,800' in length

Everglades, US Sugar Factory Burners, GAS TRANSMISSION LINE (2/2012 – 11/2012)
36 miles of 6" steel gas transmission line from Belle Glade to Clewiston, Florida

City of Ft. Myers, HDPE INSTALLATION (3/2012 – 5/2012)
Installed 18" HDPE, 1,700' in length under channel with wire line guidance

City of Coral Springs, 5 CHANNEL CROSSING BORES (10/2011 – 12/2011)
5 bores for 18" fusible C900 PVC wire line guidance ranging from 200' to 600' in length

City of North Miami, BISCAYNE BAY WATER CROSSINGS (2/2011 – 10/2011)

Installed 20" HDPE for water main and 3 water crossings ranging from 1,200' to 2,800' in length with wire line guidance.

City of North Bay Village, SEWER REPLACEMENT (9/2011)

Slip line installation of sewer replacement by directional boring machine; 24" HDPE

Florida Power & Light, WATER CROSSINGS (6/2007 – 2/2008)

Multiple 6"-8" bore water crossings ranging from 700' to 1,400' in length with wire line guidance

City of Miami, SEWER CROSSING (2/2007 – 5/2007)

Installed 48" HDPE 900'-long crossing under US Highway 1

City of Miami, CROSSING DRAINAGE CANAL (10/2006 – 1/2007)

Installed 18" HDPE water pipe, 1,100' in length for crossing drainage canal and Florida Turnpike at NW 41st, walkover guidance

City of Ft. Lauderdale, MULTIPLE DIRECTIONAL BORES (3/2006 – 10/2006)

Multiple 30" HDPE bores for pipes ranging from 800' to 2,000', wire line and walkover guidance

City of Delray Beach, MULTIPLE HDPE BORES (12/2005 – 3/2006)

Installed multiple 20" HDPE bores ranging from 700' to 1,100' in length, walkover guidance

City of Ft. Lauderdale, WATER MAIN (6/2005 – 11/2005)

Installed 24" water main directional bore 1,400' in length, wire line guidance

Manitoba, Canada, 8 miles of 24" steel gas distribution line (3/2005 – 9/2005)

Northern Minnesota, 3.5 miles of 36" steel gas transmission line (11/2004 – 5/2005)

References:

Mike Maroney- City of St Cloud Engineer (407)-709-3249, mmaroney@stcloud.org

Matt O'Rourke – Layne Heavy Civil project manager (561)-379-4959, Matt.ORourke@Layne.com

John Burke – Florida Public Utilities project manager (561)-629-6433, jburke@chpk.com

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



LICENSE NUMBER	
CUC1224256	

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016

GRANT, JOHN ANDREW
DBE UTILITY SERVICES
15893 77TH PL N
LOXAHATCHEE FL 33470



ISSUED: 08/28/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1408280003187



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

GRANT, JOHN ANDREW
DBE UTILITY SERVICES
15893 77TH PL N
LOXAHATCHEE FL 33470

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

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

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

DETACH HERE



ANNE M. GANNON
 CONSTITUTIONAL TAX COLLECTOR
 Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353
 www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
 15893 77TH PLACE N
 LOXAHATCHEE, FL 33470

Serving you.

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
81-0470 TRENCHING SERVICE	DBE MANAGEMENT INC		B15.796885 - 04/15/15	\$92.50	B40120651

This document is valid only when receipted by the Tax Collector's Office.

**STATE OF FLORIDA
 PALM BEACH COUNTY
 2014/2015 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 200502155
 EXPIRES: SEPTEMBER 30, 2015**

DBE MANAGEMENT INC
 DBE MANAGEMENT INC
 15893 77TH PL N
 LOXAHATCHEE, FL 33470



This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

2015 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P04000088463

Entity Name: D.B.E. MANAGEMENT, INC.

Current Principal Place of Business:

15893 77TH PLACE NORTH
LOXAHATCHEE, FL 33470

Current Mailing Address:

1281 NORTH OCEAN DR.
#166
SINGER ISLAND, FL 33404 US

FEI Number: 20-1331070

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

ERTLE, DUSTIN B
15893 77TH PLACE NORTH
LOXAHATCHEE, FL 33470 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PT
Name ERTLE, DUSTIN B
Address 133 CORTES AVE
City-State-Zip: ROYAL PALM BEACH FL 33411

Title V
Name WASHINGTON, CHERYL
Address 9830 HINDEL CT
City-State-Zip: BOYNTON BEACH FL 33472

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: CHERYL WASHINGTON

VP

01/09/2015

Electronic Signature of Signing Officer/Director Detail

Date

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

REGISTRATION# G13000107243

Fictitious Name to be Registered: DBE UTILITY SERVICES

Mailing Address of Business: 15893 77TH PLACE NORTH
LOXAHATCHEE, FL 33470

Florida County of Principal Place of Business: MULTIPLE

FEI Number:

**FILED
Oct 31, 2013
Secretary of State**

Owner(s) of Fictitious Name:

D.B.E. MANAGEMENT, INC.
15893 77TH PLACE NORTH
LOXAHATCHEE, FL 33470
Florida Document Number: P04000088463
FEI Number: 20-1331070

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the electronic signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

CHERYL WASHINGTON

10/31/2013

Electronic Signature(s)

Date

Certificate of Status Requested (X)

Certified Copy Requested ()



MICHAEL TAGGART

4823 NW 9th Ave, Pompano Beach, FL. 33064 | mtaggart@dbeutilityservices.com |
Phone: 954-793-8009

SKILLS & ABILITIES | Complete large complex drill jobs on time and under budget. Drilling for 20+ years has given me the opportunity to see many changes in the drilling industry. I have ran machines ranging from 9,000 lb rigs to 440,000 pound machines. I have done bore lengths in excess of 4,000' and have installed pipe up to 54" in diameter. Directional drilling is all I have ever done and was one of the first people to run a drill in south Florida in the early 90's. In August 2012 we won bore of the year for a bore I did in Sarasota, FL. It was a 3,000' bore with a double compound turn in which we pulled a 16" HDPE Force main back.

EXPERIENCE | **DIRECTIONAL DRILLING SUPERINTENDENT, DBE UTILITY SERVICES**
NOVEMBER 2013 - PRESENT

As a Directional drilling superintendent I often times run the larger drills and the bigger jobs. I aid in laying out bore jobs so they run quickly, smoothly and safely. I'm on a job from start to finish and make sure I keep the company reputation solid by delivering a high quality product in a timely manner.

DIRECTIONAL DRILLING OPERATOR, ARROW DIRECTIONAL
SEPTEMBER 1993 – NOVEMBER 2013

At Arrow Directional I was the only operator for the company. I managed all the jobs and ran all the drills from Ditch Witch 2720, 7020, and the American Augers dd210. We were the go to company in South Florida for many years.

EDUCATION | **POULTNEY HIGH SCHOOL, POULTNEY, VERMONT**
GRADUATED IN 1990 WITH HIGH SCHOOL DIPLOMA
U.S. ARMY 1990-1993

COMMUNICATION | I work the best when I'm around people who want to learn. I have a wealth of knowledge in this industry but can't say I don't learn something new every day as we all should. I work well with inspectors and project managers and only have the best interest for the successful completion of a job.

LEADERSHIP | I have been in charge of Directional Drilling crews for 20 years and helped create a very successful business. I have many qualities that I would like to pass down to the younger generation of drillers and to the guys that help support our drills.

REFERENCES | **MATT O'ROURKE, PROJECT MANAGER**
LAYNE HEAVY CIVIL
Phone: 561-379-4959

SCOTT BLOOM,
DITCH WITCH
Phone: 954-914-3367

John Grant

5275 Shadwell ave
Cocoa, Florida, 32926
561-389-7066
jgrant@dbeutilityservices.com

WORK EXPERIENCE

DBE UTILITY SERVICES, Loxahatchee, FL

estimator/project manager, Nov 2013 – present

- Analyze blueprints and other documentation to prepare time, cost, materials, and labor estimates.
- Prepare estimates for use in selecting vendors or subcontractors.
- Confer with engineers, architects, owners, contractors and subcontractors on changes and adjustments to cost estimates.
- Prepare estimates used by management for purposes such as planning, organizing, and scheduling work.
- Set up cost monitoring and reporting systems and procedures.
- Prepare and maintain a directory of suppliers, contractors and subcontractors.

EDUCATION

Cocoa high school, cocoaFL

High School Diploma, Jul 1983

- general studies

Brevard community college, CocoaFL

Completed coursework towards High School Diploma, Feb 1986

- Began studies toward a BS in engineering

ADDITIONAL SKILLS

- Florida certified underground utility contractor license # CUC1224256 Florida certified class v fire line contractor license #892639-0001-2007 Midwest energy association certified examiner/trainer
- NCCCO certified crane operator #101261240 OSHA 510 and 512 certifications NASP certified pipeline safety manager NASP certified trenching and excavations safety technician (TET) Private pilot twin IFR #3079926
- NCCCO certified crane operator #101261240 OSHA 510 and 512 certifications NASP certified pipeline safety manager NASP certified trenching and excavations safety technician (TET) Private pilot twin IFR #3079926

WORK HISTORY

INFRA SOURCE, Raytown, MO

Safety manager, Feb 2011 – Nov 2013

DYNACORP, Houston, TX

project manager, Mar 2007 – Dec 2011

HALIBURTON, Dallas, TX

project manager, Jun 2006 – Mar 2007

SONECO INC., Cocoa, FL
President-Ceo, Oct 1997 – Jul 2006

MUELLER DIST., Rockledge, FL
superintendent, Apr 1993 – Sep 1997

QUALIFICATIONS SUMMARY

- 25 years in all phases of municipal and pipeline construction some of the major projects I have been involved with include. Ramadi, Iraq 30" transmission main Khandahar, airfield 24" water main and 18" sanitary project Melbourne, Melbourne Tillman 24" water main and canal crossing Cocoa beach 24" A1A water main replacement NASA OPF security upgrade and observation tower force main and lift station replacement multiple utility upgrades include 18" force main replacement, multiple lift station rehabs , remove fuel lines on crawler way to pads A and B and construct them underground Stuart, Florida install 8 way FPL 6" conduits by HDD into Indian river received the Meritorious civilian service award for projects in Qualat Afghanistan, FOB Apache for the construction multiple HLZs and fuel pipelines.

DBE UTILITY SERVICES SAFETY PROGRAM



DBE UTILITY SERVICES

The practice of occupational safety and health and its related regulatory programs are constantly under review and change. Additionally, there are significant differences in professional interpretation of regulatory standards and pertinent occupational safety and health information. In order to prevent costly work related injuries and occupational illnesses with the resulting worker's compensation insurance claims, all employees must be properly trained and held accountable for safety. Employees must understand all known hazards presented in their work environment and be able to respond appropriately to unplanned hazards, which may arise. The responsibility for complying with regulatory requirements and staying current with regulatory issues resides with the employer.

This publication is not intended to take the place of legal or professional assistance. If legal advice or other expert assistance is required with regard to a specific issue confronting an employer, then the services of a competent professional should be sought accordingly. No representation can be made or responsibility taken by the publisher regarding the completeness, accuracy, or continued validity of the information in this publication.

This program does not address every item in 29 CFR 1926, nor is it intended to address motor carrier safety regulations, environmental safety regulations, or local codes and ordinances. The manual addresses several areas related to the prevention of workplace injuries and accidents faced by employers engaged in "general industry" operations. It is very important to understand that under Federal Law you are responsible for compliance with all standards and regulations of 29 CFR 1926, which apply to your work areas and operations. All employers are encouraged to obtain and become familiar with, a copy of the OSHA General Industry Safety and Health Standards, 29 CFR 1926, published by both the U.S. Govt. Printing Office and several private printing firms. The OSHA web page is also a very valuable resource: www.osha.gov

DBE Utility Services

CONSTRUCTION SAFETY MANUAL
TABLE OF CONTENTS

Sections

- 1.0 Corporate Construction Safety Program
 - Corporate Management Policy
 - Corporate Safety Responsibility
 - Superintendent Safety Responsibility
 - Superintendent/Foreman Responsibility
 - Employee Responsibility

- 2.0 Disciplinary Policy Procedures
 - 2.1 Employee Disciplinary Action Form

- 3.0 New Employee Training
 - 3.1 New Employee Safety Orientation Checklist

- 4.0 Competent Person Designation
 - 4.1 Competent Person Memorandum
 - 4.2 OSHA Competent Person

- 5.0 Safety Committee
 - 5.1 Safety Committee Meeting Agenda
 - 5.2 Appointment to Our Safety Committee
 - 5.3 Safety Committee Minutes

- 6.0 Accident Investigation

- 7.0 Recordkeeping (OSHA 300 Log)

- 8.0 Subcontractor Compliance
 - 8.1 Safety Memorandum
 - 8.2 Sample Letter to Subcontractors
 - 8.3 Policies and Procedures for Contractor Coordination
 - 8.4 Compliance Action Sheet
 - 8.5 Multi-Employer Site – Pre-Job Hazcom Checklist

- 9.0 Toolbox Meetings
 - 9.1 Jobsite Safety Meeting Report

- 10.0 First Aid Requirements
 - 9.1 Policy Statement
 - 9.2 Checklist for Reviewing Bloodborne Pathogens Program

- 10.0 Superintendents/Foreman Self Inspections
 - 11.1 Daily Jobsite Safety Checklist

- 12.0 Management Audit Checklist

- 13.0 Project Site Specific Safety Program

- 14.0 Drug and Alcohol Policies

- 15.0 Incident Investigation Forms
 - 15.1 Supervisor's Investigation & Report of Incident
 - 15.2 Accident Report

- 16.0 Hazards Specific Policies - Attached
 - Power Tolls
 - Electrical Safety
 - Fall Protection
 - Residential Fall Protection
 - Scaffolds
 - Ladders/Stairways
 - Trenching/Excavation
 - Confine Space Entry
 - Cranes/Rigging
 - Fire Protection/Evacuation
 - Welding
 - Material Handling
 - Respiratory Protection
 - PPE
 - Steel Erection
 - Lead
 - Occupational Health
 - Hazard Communication

CORPORATE MANAGEMENT POLICY STATEMENT

1.0 CORPORATE MANAGEMENT POLICY STATEMENT

The personal safety and health of each employee of our organization is of primary importance. We believe that our employees are our most important assets and that their safety at the worksite is our greatest responsibility. The prevention of occupationally induced injuries and illnesses is of such consequence that it will be given precedence over operating productivity whenever necessary. Management will provide all mechanical and physical facilities required for the personal safety and health of each of its employees.

To be successful, such a program must embody the proper attitude toward injury and illness prevention on the part of corporate management, supervisors, and employees. It also requires cooperation in all safety and health matters, not only between corporate management, supervisor and employees, but also between each employee and their fellow workers.

Our concern for safety and health of all human beings is daily, even hourly. We expect every person who conducts the affairs of our company, no matter in what capacity they function, to accept this concern and its responsibility. Employees are expected to use the safety equipment provided. Rules of conduct and rules of safety and health must be observed. Safety equipment cannot be abused or destroyed.

Cooperation between our employees and management in the observance of this policy will ensure safe-working conditions, will help result in accident-free performance and will work to our mutual advantage. It will also assist in reducing workers' compensation costs (direct costs) and reduce jobsite down time, material loss and regulatory agency fines (indirect costs).

Management has the authority to procure the necessary resources to execute the objectives of our company's safety and health program. We will hold managers, supervisors and employees accountable for meeting their responsibilities so that essential tasks will be performed.

1.1 CORPORATE MANAGEMENT SAFETY RESPONSIBILITIES

1. Eliminate potential hazards by providing appropriate safeguards, personal protective equipment and safe work tasks.
2. Provide necessary personal protective equipment and enforce its use and care.
3. Provide effective training, which is required by the "standards", as a minimum for the employees.
4. Become familiar and comply with applicable OSHA standards (29 CFR 1910, General Industry, and 1926, Construction) and make copies of medical records as well as all safety and health programs available for employees to review.
5. Review, consider for approval, and execute appropriate action on safety policies developed by safety committees or safety director.
6. Ensure a high level of productivity and safety performance and hold project management staff accountable.
7. Assign an individual(s) [competent person] the authority for the implementation of the safety program at each worksite.

1.2 SAFETY DIRECTOR RESPONSIBILITIES

1. Monitor supervisory management and employee activity to ensure that the corporate programs are carried out in a timely manner.
2. Shall coordinate safety information between projects/shops to assure that all projects will benefit from each other's efforts.
3. Coordinate all safety activities including jobsite inspections, and distribution of safety materials. Perform jobsite inspections periodically and follow up corrective actions.
4. Maintain all accident records and complete all required OSHA forms.
5. Analyze accident records and show trends.
6. Promote safety education on all levels.
7. Periodically review safety rules and standards with employees to confirm that the company is meeting its goals and objectives.
8. Review with supervisors how to handle emergency procedures at each jobsite location.
9. Confirm that all required signs are posted, and bulletin boards are maintained in clear and legible condition.
10. Confirm employer is enforcing compliance with all applicable federal, state, and local regulations.
11. Provide a regular report to upper management on the results of the safety program.

1.3 SUPERINTENDENT/FOREMAN RESPONSIBILITIES

1. Know safety rules and work practices that apply to the work you supervise. Take action to confirm that all employees in your charge understand the safety rules that apply to them. Always take immediate action to correct safety rule violations. Unsafe acts or procedures cannot be tolerated.
2. Prevent bad work habits from developing. You are responsible to make daily observations of employees to ensure that they perform their work safely, and continue this observation regularly once safe working habits are established.
3. Take action to correct or control hazardous conditions within your work areas. If it is beyond your control, remove the employee until the condition is safe. Eliminate unsafe conditions and prevent an accident.
4. Encourage workers to report unsafe conditions or procedures. Listen to your workers and don't take their safety complaints lightly. No job should proceed when a question of safety remains unanswered. Seek advice from your project manager when necessary.
5. Set a good example. Demonstrate safety in your own work habits and personal conduct. Always wear personal protective equipment in areas where personal protective equipment is required.
6. Train your employees on the proper safety procedures to follow, including the use of additional safeguards such as machine guards and personal protective equipment.
7. Investigate and analyze every accident, however slight, that occurs to any of your employees. Control the causes of minor incidents to help avoid future crippling accidents.
8. Complete and file a report on each and every incident and accident that occurs at your jobsite. If you have question or require reporting forms, contact your project manager.
9. Conduct weekly safety toolbox meetings.
10. Make safety suggestions.
11. Serve on safety committee, if requested.
12. Take an active part and participate in safety meetings.
13. Non-compliance of these rules as well as other federal and/or state laws or regulations may be legal violations subject to civil and/or criminal penalties.

1.4 EMPLOYEE RESPONSIBILITIES

1. Whenever you are involved in an accident that results in personal injury or property damage, no matter how slight, the accident must be reported to your supervisor or other management personnel prior to the end of the work shift. Get first aid promptly.
2. Report any condition or practice you think might cause injury and/or damage to equipment immediately to your supervisor.
3. Do not operate any equipment, which, in your opinion, is not in a safe condition. Report immediately the condition that you believe is unsafe to your foreman.
4. All prescribed safety equipment and personal protective equipment must be used when required and must be maintained in good working condition. It is your personal responsibility to use such equipment. The use of required personal protective equipment is a non-negotiable item.
5. Obey all safety rules, government regulations, signs, markings, and instructions. Be particularly familiar with the rules and regulations that apply directly to you in the area in which you work. If you don't know, ask your foreman.
6. When lifting, use the approved lifting technique, i.e. bend your knees, grasp load firmly, keep load close to you, and then raise the load keeping your back as straight as possible. Always get help with heavy or awkward loads.
7. Do not engage in horseplay; avoid distracting others; be courteous to fellow workers.
8. Always use the right tools and equipment for the job. Use them safely and only when authorized. If you are not familiar with the safe way to use a particular tool or piece of equipment, ask your supervisor. When using your own tools on the job site, make sure all guards, ground pins, etc., are in place.
9. Good housekeeping must always be practiced. Return all tools, equipment, materials, etc., to their proper places when you are finished with them. Keep floors clean and passageways clear. Poor housekeeping wastes time, energy, and material, and often results in injury.
10. The use of drugs and/or intoxicating beverages on the jobsite is forbidden. Being under the influence of alcohol or drugs when on the jobsite is inexcusable. *Immediate discharge for being under the influence and/or using drugs or alcohol may be instituted.*

11. Additional appropriate disciplinary action will be taken for the following offenses:
 - a. Fighting - no matter what the cause.
 - b. Insubordinate conduct or refusal to follow directions.
 - c. False statement, such as injury claims.
 - d. Other inappropriate behavior including, but not limited to, failure to obey safety rules.
12. Loose clothing and jewelry cannot be worn when operating machinery and equipment.
13. Proper work shoes shall be worn at all jobsites. Open toed shoes and sneakers will not be permitted to be worn at any jobsite. If you are observed wearing open toed shoes or sneakers, you will not be permitted to work until you return with proper footwear.
14. Do not handle chemicals unless you have been trained in the safe handling procedure.
15. Hardhats and eye protection shall be worn at all times.
16. Read, understand and follow the guidelines set forth in the material safety data sheets (MSDS) pertaining to your work.
17. Compliance with safety and health rules and regulations is a condition of employment.

I have read the above policies and understand that cooperation between employees and management will ensure safe-working conditions, will help result in injury free performance and will work to our mutual advantage.

Corporate Management

as of:

by:

Safety Director

as of:

by:

Superintendent/Foreman

as of:

by:

Employee

as of:

by:

2.0 DISCIPLINARY POLICY PROCEDURES

All employees are expected to comply with jobsite rules and regulations, and to follow established operating procedures set forth by this company. Violations will not be tolerated and superintendent/foreman will be held accountable for the conduct of their employees.

Superintendents and foremen are required to take action when a violation is observed. Immediate action to control or eliminate a hazard is required.

In the event a violation is observed, the following procedures have been established to place an employee on notice.

<u>Notice*</u>	<u>Action</u>
First Offense	A written warning addressed to the employee and a copy placed in the employee's file referencing the violation and warning, including date and time.
Second Offense	A written warning addressed to the employee with reference to the violation including date and time of the occurrence. A copy of this warning will be given to the employee, the union shop steward, and another copy will be placed in the employee's file.
Third Offense	A written warning similar to the second notice will be prepared and distributed in the same manner. This warning will be followed by a meeting with the employee, union shop steward, foreman and/or project manager and senior management to determine whether the employee will be suspended without pay or terminated depending upon the nature of the violation.
Fourth Offense	Termination.

* Within any consecutive 12 month period.

* This policy is in effect unless there is a policy in our labor/management agreement.

The above procedure has been prepared so that there is no question about how violations of rules, regulations, and procedures will be handled by management and so that employees will know what to expect if they do not comply with the established rules, regulations, and procedures. Management knowledge of unsafe behavior and lack or appropriate documented discipline may be a violation of federal, state laws and regulations.

Employee Disciplinary Action Form

Project: _____ Shop: _____

Employee Name: _____ Date: _____

Superintendent: _____ Day: _____

Foreman: _____ Time: _____

1st Violation

Description: _____

Employee Signature: _____

2nd Violation

Description: _____

Employee Signature: _____

3rd Violation

Description: _____

Employee Signature: _____

4th Violation: TERMINATION!

WITHIN A 12 MONTH PERIOD

3.0. NEW EMPLOYEE TRAINING

All new employees will be trained by a member of the management staff prior to starting work. The "New Employee Safety Orientation Checklist" shall be used by trainers (managers, superintendents, foremen, safety directors) as a reminder of the items that must be reviewed with the employee. All items must be initialed or identified as not applicable. The checklist must be signed by the employee and the management representative after the orientation is complete.

This form will be given to the project manager or home office and kept in the employee's personnel file.

New Employee Safety Orientation Checklist

Instructions To Management: Initial each item as you discuss it with the employees. This checklist must be completed before the employee starts work.

<u>Item</u>	<u>Completed</u>
1. Employee received Company Safety Program	_____
2. Review:	
· Safety and Health Policy	_____
· Employee General Safety and Health Rules	_____
· Disciplinary Policy and Procedures	_____
3. Instruct:	
· How to report unsafe conditions	_____
· What to do in the event of an injury on the job	_____
· State when and where safety tool box meetings are	_____
· Hardhats, work boots, safety glasses/goggles mandatory (Personal protective equipment is not negotiable)	_____
· Explain Fire Evacuation/Emergency Plan	_____
· Proper lifting techniques and importance of back fitness	_____
· Review OSHA Hazard Communication Policy and provide training	_____
4. Other (Please List)	

I acknowledge that information on the above subjects was furnished to me during my orientation and that I understand this information

Employee Signature

Management Signature

Date

Date

4.0 COMPETENT PERSON DESIGNATION

It is the responsibility of top management to appoint an individual as a competent person who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

There is the possibility that more than one competent person may be necessary, depending on the range of hazards on the project, the size of the project, and the distance between operations on a project.

Competent Person List

1926.20	General safety and health provisions
1926.32	Definitions
1926.53	Ionizing radiation
1926.62	Lead
1926.101	Hearing protection
1926.103	Respiratory protection
1926.251	Rigging equipment for material handling
1926.354	Welding, cutting, and heating in way of preservative
1926.404	Wiring design and protection
1926.451	Scaffolding
1926.502	Definitions applicable to fall protection
1926.550	Cranes and derricks
1926.650	Scope, application, and definitions applicable to excavations
1926.651	General requirements
1926.652	Requirements for protective systems
1926 Subpart P App A	Soil classification
1926 Subpart P App B	Sloping and benching
1926.705	Requirements for lift-slab operations
1926.752	Bolting, riveting, fitting-up, and plumbing-up
1926.800	Underground construction
1926.803	Compressed air
1926.850	Preparatory operations - demolition
1926.859	Mechanical demolition
1926.900	Blasting and use of explosives
1926.1053	Ladders
1926.1060	Training requirements - stairways & ladders
1926.1101	Asbestos
1926.1127	Cadmium

Competent Person Memorandum

TO:

FROM:

DATE:

SUBJECT: Competent Safety Person

Via this memo, we appoint _____ as our "Competent Safety Person" according to the provisions of 29 CFR 1926 in the area(s) of:

_____.

He/she has the authority to correct all hazards or to remove workers from the hazardous exposure if the hazards cannot be immediately corrected.

Signature of Owner/Manager

OSHA COMPETENT PERSON

Project:

Date:

Trade:

Company Name:

Address:

Telephone # Office:
Cell/Pager:

Onsite Site Safety Representative / Competent Person ; The following person has been designated as the on site safety representative for the above named company. The named individual hereby declares that they possess the education and experience necessary to enable him / her to recognize safety hazards and has the authority to take prompt corrective measures for their scope of work on this project.

Name:

Signature:

5.0 SAFETY COMMITTEE

The development and implementation of a safety committee is an excellent technique in the monitoring of your safety program. It will create accountability throughout the organization.

- Membership:** It is most appropriate to appoint members from top management, the personnel director, one or more project managers, superintendents, foreman, and shop steward or key employee.
- Meetings/Minutes:** The safety committee should meet on a pre-scheduled monthly basis, at a regular time and place. Minutes from these meetings should be kept on file for review by management, and insurance representatives. The agenda for the safety committee meetings will include items that relate to the safety and health of your employees. Safety committee minutes will be distributed to company management, jobsite management and safety staff.
- Committee Goals:** Our committee is expected to provide solutions to worksite safety and health problems. To do so, the committee must be aware of problems, serve as a channel of information from employees to management, and make positive recommendations for corrective action.

Safety Committee Meeting Agenda

Topics for discussion and action at safety meetings will include:

1. Review accident investigation reports and determine if appropriate corrective action was taken to prevent similar occurrences in the future. If not, recommendations will be submitted to management for their consideration and subsequent action.
2. Prepare and review company safety and health rules and procedures for the purpose of keeping the safety and health program up to date and effective.
3. Review potential hazards that are reported and recommend to management ways and means to control or eliminate hazards that could lead to accidents or property damage.
4. Promote safety and health activities.
5. Review the need for employee training and education and make recommendations to management.
6. Make periodic over-sight jobsite inspections to ensure that hazards are not being overlooked by the superintendent or foreman, and to ensure that corrective action is adequate and taken in a timely manner.
7. Review accident statistics for the purpose of identifying high accident jobsites, problem foremen, trends, etc. Based on findings, make recommendations to management.

Appointment to Our Safety Committee

To: _____

Date: _____

Our safety committee can be a valuable asset to help us provide a safe and healthful place to work. Its effectiveness depends on the knowledge, experience, cooperation and level of commitment of each safety committee member. We have made the following appointments to this committee and request that the Chairman call its first meeting within thirty days in accordance with the enclosed listing of responsibilities of the committee.

_____ Chairman

_____ Secretary

The above appointments take effect immediately, and will remain in effect until changed in writing.

Name:

Title:

Safety Committee Minutes

Members Present: _____

Meeting Date: _____

Minutes Prepared by: _____

Members Excused: _____

Next Mtg. Date: _____

Members Absent: _____

Location: _____

<u>Topic</u>	<u>Summary of Discussion</u>	<u>Action Required/ Assigned To</u>	<u>DueDate</u>
--------------	------------------------------	---	----------------

cc:

To be returned to Chairperson when "Action" is completed.

6.0 ACCIDENT INVESTIGATION

Each superintendent and foreman will make a documented report of every incident, even those without injury, within twenty-four (24) hours of the occurrence. Reports are to be completed as soon as possible to avoid changes in physical conditions and witness reports. Note: Any accident that causes a fatality or three or more employees to be hospitalized must be reported to OSHA within eight hours of the incident.

Accident reports highlight problem areas. Through the use of good reports, accident patterns can be detected and resources directed toward prevention. Accident reports make excellent training tools. The cause and effect of accidents can be reviewed at safety meetings.

Superintendents and foremen will be trained in accident investigation techniques.

- Accident investigation is a management function that must be executed at the superintendent/foreman level.
- All accidents/incidents must be investigated regardless of the extent of the injury or damage.
- Employees will never be allowed to fill out their own accident investigation report.
- Focus must be fact finding *not* fault finding.
- Superintendents and foremen must identify the unsafe act or unsafe condition.
- Superintendents and foremen should provide recommendations for *corrective action*, bring it to top management's attention and assure that it is acted upon.
- Superintendent/foreman will be provided with an accident investigation kit, which must remain on site.

The forms at the end of this document will assist with incident investigations.

7.0 RECORDKEEPING

Records must be maintained and kept up to date by the superintendent at each jobsite and/or home office. If there is no superintendent, then this responsibility lies with the foreman. These records must be available for review at all times. The following records must be maintained.

1. Supervisor's Investigation and Record of Incident
2. OSHA LOG (form 300) <http://www.osha.gov/recordkeeping/RKforms.html>
3. Self Inspections
4. Log of Tool Box Talks (include names and signatures of employees present)
5. Equipment Preventive Maintenance
6. Hazard Communication Compliance Plan
7. Material Safety Data Sheets
8. Chemical Inventory List
9. Minutes of Safety Committee Meetings
10. OSHA Training Requirements Records
11. OSHA Poster Explaining Employee Rights
<http://www.osha.gov/Publications/poster.html>
12. Accident Forms - Medical Records
13. Corporate Safety Program
14. Emergency Phone Number List

VIII. SUBCONTRACTOR COMPLIANCE

OSHA has clarified their position with respect to multi-employer work sites by identifying four different types of employers.

Exposing employers - those whose employees are exposed to hazards.

Creating employers - those who actually create hazards

Controlling employers - those who have the authority to ensure that hazards are corrected

Correcting employers - those who are specifically responsible for correcting hazards

In order to issue a citation for a worksite hazard to one of these types of employers, OSHA must prove that the employer had knowledge of the hazardous condition, or could have had such knowledge with the exercise of reasonable diligence.

As always, prevention is the first step in avoiding OSHA sanctions. It is imperative that **DBE UTILITY SERVICE** understand the rules and potential liabilities related to OSHA's multi-employer worksite clause. We require subcontractors to comply with OSHA standards.

Contractual agreements with subcontractors will state that they must provide the following:

1. Certificate of Insurance
2. Hazard Communication Plan
 - Chemical Inventory List
 - Specific material safety data sheets
3. Safety Program

The following forms will assist in monitoring subcontractor compliance with safety policies and procedures.

Safety Memorandum

Contractor Name: _____ Date: _____

Safety Violation Description:

GENERAL CONTRACTOR Signature: _____ Date: _____
SUBCONTRACTOR Signature: _____ Date: _____

Notice:

Controlling Employer -----
Exposing Employer -----
Creating Employer -----
Correcting Employer -----

DBE UTILITY SERVICES

Re: Jobsite Safety

Gentlemen/Ladies:

The personal safety and health of each employee and worker on our projects is of primary importance. The prevention of occupationally induced injuries and illnesses is of such consequence that it should be given precedence over operating productivity whenever possible. To the greatest degree possible, Company Management should provide all mechanical and physical facilities required for personal safety and health.

Therefore, if your Company does not comply with our Field Management concerning safety, the following will occur:

First Violation: Written Notice

Second Violation: We will withhold your monthly payments until infraction is corrected.

Third Violation: Your Company will jeopardize possible future subcontracts with our Company.

If you have any questions and/or comments please contact the undersigned.

Very truly yours,

Safety Director

Policies and Procedures for Contractor Coordination

1. It is our policy that all persons on our jobsite are entitled to information regarding the chemicals to which they are exposed in their work areas and that our employees are entitled to information regarding the chemicals to which they may be exposed as the result of the work processes of other contractors.
2. The Hazard Communication Coordinator or his/her jobsite designee is responsible for the coordination of information between our organization and any other contractors concerning all aspects of this Hazard Communication Program.
3. When the Hazard Communication Coordinator or jobsite designee is informed that contractors will be on our site, he/she will advise them in person of: any chemical hazards that may be encountered in the normal course of their work on the site; our labeling system; the protective measures required, the safe handling system; the protective measures required, the safe handling procedures necessary and our emergency alarm system(s). In addition, the Hazard Communication Coordinator or designee will notify these individuals of the location and availability of our material safety data sheets.
4. Each contractor bringing chemicals on site, must provide our Hazard Communication Coordinator with the appropriate hazard information on these substances, including labels used and the precautionary measures to be taken in working with those chemicals. The contractors must also inform the Hazard Communication Coordinator or jobsite designee as to where on our jobsite the contractor will maintain a chemical inventory list and appropriate MSDS file.
5. The Hazard Communication Coordinator is also responsible for providing information to any relevant parties about any potentially hazardous substances we may bring into any jobsite at which we may work as contractors.
6. The Hazard Communication Coordinator or jobsite designee will use the checklist, which follows to implement the above policy.

COMPLIANCE ACTION SHEET

Project-----
Date -----

CORRECTED THE HAZARDS-----

REMOVED EMPLOYEES FROM THE HAZARDS-----

WRITTEN NOTICE SENT -----

**Multi-Employer Site
Pre-Job Hazcom Checklist**

Date: _____

Contractor: _____ Phone # () _____

Main Office Contact (Name): _____

On Site Contact (Name): _____

Answer ALL Questions:

Where will Contractor's work be performed? _____

How will contractor's workers enter and leave premises? _____

We have discussed with the contractor our:

_____ HazCom Plan	_____ Labeling System
_____ HazCom Plan Location	_____ Signs
_____ MSDS File	_____ Alarm System
-----Lockout/ Tagout	----- Confine space entry program

Has the contractor worked at this facility before: _____ Yes _____ No

What hazards will contractor employees be exposed to?

What personal protective equipment will contractor need?

_____ gloves (type)	_____		
_____ respirators with cartridges for	_____		
_____ air-line respirators for	_____		
_____ hard hats	_____ safety glasses	_____ splash goggles	
_____ face shields	_____ aprons	_____ dust suits	_____ escape packs
_____ ear plugs	_____ ear muffs	_____ other	_____

List special equipment contractor will need:

_____ ventilation _____ special disposal methods
_____ other _____

What hazardous materials will the contractor bring onto the worksite? (Indicate type and quantity)

Where on site are contractor's MSDSs available? _____

Does the contractor have a HazCom Plan? _____ Yes _____ No

If yes, where is it located? _____

If yes, is a chemical inventory list included _____ Yes _____ No

Do any of the hazardous materials the contractor will bring onsite present a danger to our employees or facility? _____ Yes _____ No

If yes, what protective measures will be taken to prevent an unwanted incident?

Explain: _____

Signed: _____ Date: _____

Hazard Communication Coordinator

Signature of Contractor: _____

9.0 TOOL BOX MEETINGS

Tool box talks of 5 to 10 minutes must be held by superintendents and/or foreman each week. Employees never receive too much training, and therefore our company relies upon jobsite management to provide ongoing and continuous employee training.

The subject to each training talk should be chosen to relate to the type of work that is being performed.

Some examples include:

- The use of safety glasses when using circular saws, grinders, table saws, radial arm saws, jack hammers, power actuated tools, etc.
- The proper set up and use of ladders.
- Hard hats and why they are necessary.
- A discussion of a recent accident and its cause(s).
- A discussion of an old accident.
- A discussion of disciplinary procedures for failure to comply with safety policies

A log of Tool Box Talks must be kept in accordance with the form that follows. One copy should be kept by jobsite management and the other kept on the file in the home office by jobsite location.

Job Location: _____

Meeting Date: _____ Number of Employees Present _____

Names of Subcontractors Present: _____

Others Present: _____

Topics Discussed: _____

Remember - An employee will better understand and retain a safety message if you both show and tell the person. Lead by Example.

Signature Position Date

In attendance at this meeting were:

cc: Main Office - Original
Field

X. FIRST AID - BLOODBORNE PATHOGENS

The following are highlights of a Bloodborne Pathogens Program. Please refer to Corporate Safety & Health Consultants' *Bloodborne Pathogens Manual* for details on implementing a complete program.

Our company will provide first aid supplies at each work location and all personnel are to know procedures to follow in case of an emergency.

1. Report all injuries immediately, no matter how minor, to your foreman and/or jobsite office.
2. Emergency phone numbers for fire, police and ambulance will be posted.
3. Please note that if any employee renders first aid or uses a first aid kit to assist a co-worker (although such action is not required by anyone's duties) we would view this activity as a "Good Samaritan" act. Note: First aid kits are to be approved by a licensed medical doctor.
4. If there is a potential for death or serious physical harm (i.e.: stoppage of breathing and/or severe bleeding) and appropriate medical attention is not available within 3-4 minutes, then an employer is required to have a trained first aider on each shift.

The attached draft policy statement is to be used by those who do not expect an employee to assist co-workers and who meet the 3-4 minute medical response requirement.

To: All Employees

From:

Subject: Assisting Co-Workers In Medical Emergencies

The policy of this organization is that we do not expect, as part of any employee's duties, to assist a co-worker in a medical emergency. Since appropriate medical assistance is available within a reasonable time by calling the phone number posted at the job-site, employees are not required to assist co-workers.

The use of the First Aid Kits that may be available within our organization are for self-help. That is, an employee who is injured may use the materials in the first aid kit for self-administration.

Please note that if an employee uses a first aid kit to assist a co-worker (although such action is not required by anyone's duties) we would view this activity as a "Good Samaritan" act.

**Checklist For Reviewing Bloodborne Pathogens Programs
For Protection Of Collateral Duty First Aiders**

- _____ Has the Hepatitis B Vaccination series (HBV) been offered?
- _____ If the company wishes to offer the HBV on a post first aid incident basis, do they meet all requirements?
- _____ Have the requirements of Paragraph (d) of the standard been met? (This includes among other things: PPE, Waste Disposal and Cleanup).
- _____ Was an exposure determination performed?
- _____ Do they have complete training and medical records?
- _____ Does the facility have a written exposure control plan?
- _____ Have the proper follow up procedures been established for exposure incidents?

XI. SUPERINTENDENT/FOREMEN SELF-INSPECTION

It is our policy to reduce and eliminate hazard exposures that can lead to employee injury or property damage. Self-inspection is one way to provide a safe workplace for our employees.

Superintendents and foremen are required to make daily visual inspections of their work areas and to test all equipment safety devices prior to the start of the work shift. Corrective action must be provided immediately if any hazards exist rear if any safety devices are not functioning properly. If the equipment can not be repaired before being used so that it is safe to use, then it must be removed from service.

Superintendents (or other assigned management representatives) are required to complete a weekly inspection of the work site using the "General Inspection Form" furnished by our company. All work areas including office areas will be inspected using this form. If any hazardous conditions are noted, corrective action must be taken. If the corrective action is beyond our authority and/or capability, keep all employees away from the hazardous condition until it is corrected or controlled. Notify the project manager in writing to request corrective action. Superintendents are expected to follow up on reported hazards to make sure they have been eliminated or controlled.

All completed forms, signed and dated by the superintendent where indicated must be turned into the home office on or before the last work day of each week.

Lack of appropriate inspections as well as falsification of inspection forms is a violation of company procedure and may be a civil and/or criminal violation of federal and/or state laws and/or regulations.

DAILY JOBSITE SAFETY CHECKLIST

Job Location: _____ Job #: _____
Signed By: _____
Date: _____ Performed by: _____

A = Acceptable
U = Unacceptable
NA = Not Applicable

I understand that falsification of this document may be a violation of federal, state and local laws.

The completed form should be turned into the home office by the end of each week.

Description

Status Date Abated

ADMINISTRATIVE

1. Jobsite Safety & Health Poster Displayed
2. OSHA Log Maintained
3. Emergency Phone List Posted

EMPLOYEE TRAINING

1. All Employees Received Hazard Identification Training
2. All Employees Trained In HazCom
3. All Employees Trained In Appropriate Fire Fighting Response
4. All Employees Trained in Evacuation Procedures
5. Lockout/Tagout Procedures For Appropriate Employees
6. Confined Space Training For Appropriate Employees
7. Stairway And Ladder Training
8. Fall Protection Training
9. Equipment Operator Training
10. Hazard Specific Training (LEAD , ASBESTOS ,ETC.)

SAFETY MEETINGS

1. Held Weekly
2. Signed By All In Attendance
3. Cover Topics Pertaining To Your Job

Description**Status Date Abated****HAZARD COMMUNICATION**

1. Written Program On Site
2. Chemical Inventory List Posted
3. SDS 800-4518346
4. All Drums & Containers Labeled
5. Employees Trained

ELECTRICAL

1. GFCI In Place
2. Electric Cords Inspected - No Splices In Cord
3. Electric Power Tools Inspected

PERSONAL PROTECTIVE EQUIPMENT

1. Hard Hats
2. Work Area Protection, Signage, and Reflective Vests Working Near Traffic
3. Eye Protection - Chipping, Burning, Conc. Etc.
4. Ear Protection
5. Personal Flotation Devices & Life Rings Working Near Water
6. Gloves Used
7. Proper Work Shoes (No Sneakers or Open Toe Shoes)

TOOLS

1. Tool Casings In Safe Condition
2. Wiring For All Power Tools In Safe Condition
3. Electric Tools Grounded (Unless Double Insulated)
4. Extension Cords Grounded And In Safe Condition
5. Hands Tools In Safe Condition
6. Tools Stored In Designated Location
7. Ladders Free Of Cracks & Damage

Description

Status Date Abated

CONFINED SPACE

1. Air Monitoring
2. Power Ventilation
3. Stand By/Rescue Trained Person
4. Equipment & Electrical Lockout/Tagout

TRENCHING & EXCAVATION

1. Sheeting Or Proper Sloping Over 5 Feet
2. Ladder Every 25 Feet
3. Utility Company Notified If Necessary
4. Air Monitored In Trench
5. Excavated Material Stored Min. 2 Feet From Trench

SCAFFOLDING OVER 10 FEET

1. Top, Midrail & Toe boards
2. Mudsills
3. Supported On Solid Base
4. Cross Bracing Properly Installed
5. Fully Planked & Proper Overlay

LADDERS

1. Extended 36 Inches Above Landing
2. Secured - Tied Off
3. Solid Rungs - No Cracks In Rungs
4. Proper Angle - 1/4 Working Length Of Ladder
5. Provided At Breaks In Elevations 19" Or More

CRANES

1. Fire Extinguisher In Cab
2. Boom Angle Indicators Working Properly
3. Load Capacity Charts In Cab
4. Instructions & Warnings Posted
5. Annual Inspections On Site
6. Hand Signal Chart In Visible View Of Rigger
7. 2 Feet Radius Barricade Around Swing Radius Of Crane

Description**Status Date Abated****MACHINERY**

1. Point Of Operation Guards In Place
2. Pulley Belt Assemblies Guarded
3. Gear Assemblies Guarded
4. Shafts Guarded
5. Are There Any Oil Leaks
6. Two Hand Controls Working Properly
7. Is Electric Wiring In Safe Condition
8. Lockout Policy & Tag Procedures Used

WELDING EQUIPMENT AND OPERATIONS

1. Oxygen & Acetylene Welding Equipment Equipped With Flash Arrestors
2. Compressed Gas Cylinders Secured Upright & Capped When In Storage
3. Cylinders Mounted On A Card Or Secured In An Upright Position
4. Is Oxygen Separated From Flammables And Combustibles By At Least 20' Or A 5' High Non-Combustible Wall When Stored
5. Gas Hoses And Gauges In Safe Condition
6. Proper Eye Protection Available And Used

FIRE PROTECTION

1. Extinguishers Charged And Accessible
2. If Available, Standpipes, Hoses, Sprinkler Heads And Valves In Safe Condition And Accessible
3. Stairs Clear And In Safe Condition
4. Hollow Pan Stairways Filled
5. Exits And Exit Paths Clearly Marked
6. Flammables Properly Stored (Gasoline, Paint Solvents, Acetylene, Propane Tanks, Etc.)
7. Evacuation Plan As Required By OSHA Available

Description

HOUSEKEEPING

1. Aisles, Stairs & Floor Free Of Obstructions
2. Materials Supplies Stored And Piled In Designated Areas
3. Regular Removal Of Trash & Debris
4. Are All Work Areas Lighted
5. Work Areas Neat & Orderly

FALL PROTECTION

1. Perimeter Protection
2. Top, Midrail & Toe board, Nets &/Or Static Lines
3. Full Arrest Systems (Harness) On All Employees Exposed To Falls
4. Floor Openings Properly Protected

MATERIAL HANDLING EQUIPMENT

1. Carts In Safe Condition
2. Cart Wheels Free & Rolling Smoothly
3. Hoist Opening Equipped With Removable Railing
4. Hoist Cables & Hooks Inspected
5. Materials Secured Stacked
6. Employees Trained &/Or Certified To Operate Equipment

RESPIRATORY PROTECTION

1. Respirators selected on the basis of hazards (specific substance and concentration) to which the worker is exposed.
2. Exposure assessment performed to ensure maximum use concentration of a respirator is not exceeded.
3. Employees instructed and trained in proper use of respirators.
4. Respirators regularly cleaned and disinfected.
5. Respirators stored in a clean and sanitary location.
6. Respirators inspected during cleaning for worn or deteriorated parts.
7. Determine if employees are physically able to perform the work and use the respiratory equipment. Determined by a physician.

It is very important to understand that you are responsible for all "items" and sections of 29 CFR 1926.

MANAGEMENT AUDIT CHECKLIST

Yes No

A. Management Commitment and Leadership

- | | | | |
|----|---|-------|-------|
| 1. | Policy statement: goals established, issued and communicated to employees | _____ | _____ |
| 2. | Program reviewed annually | _____ | _____ |
| 3. | Participation in safety meetings, inspections, agenda items in meetings | _____ | _____ |
| 4. | Commitment of resources is adequate | _____ | _____ |
| 5. | Safety rules and procedures incorporated into the site operations | _____ | _____ |
| 6. | Management observes safety rules | _____ | _____ |

B. Assignment of Responsibilities

- | | | | |
|----|---|-------|-------|
| 1. | Safety designee on site, knowledgeable and accountable | _____ | _____ |
| 2. | Supervisors (including foremen) safety and health responsibilities understood | _____ | _____ |
| 3. | Employees adhere to safety rules | _____ | _____ |

C. Identification and Control of Hazards

- | | | | |
|----|---|-------|-------|
| 1. | Periodic site safety inspection program involves supervisors | _____ | _____ |
| 2. | Prevention controls in place (PPE, maintenance, and engineering controls, etc.) | _____ | _____ |
| 3. | Action taken to address hazards | _____ | _____ |
| 4. | Safety committee where appropriate | _____ | _____ |
| 5. | Technical references available | _____ | _____ |
| 6. | Enforcement procedures by management | _____ | _____ |

D. Training and Education

- | | | | |
|----|---|-------|-------|
| 1. | Supervisors provided with basic training | _____ | _____ |
| 2. | Specialized training provided when needed | _____ | _____ |
| 3. | Employee training program exists, is ongoing and is effective | _____ | _____ |

E. Recordkeeping and Hazard Analysis

- | | | | |
|----|--|-------|-------|
| 1. | Records maintained of employee illnesses, injuries, and posted | _____ | _____ |
| 2. | Accident investigations performed, determine causes and proposed corrective action | _____ | _____ |
| 3. | Injuries, near misses and illnesses are evaluated for trends, similar causes and corrective action initiated | _____ | _____ |

		Yes	No
F.	First Aid and medical Assistance		
	1. First aid supplies and medical services available	_____	_____
	2. Employees informed of medical results	_____	_____
	3. Emergency procedures and training where necessary	_____	_____

To determine the effectiveness of our company's safety and health program, our safety director will complete the self-evaluation recommended by OSHA. This information will be rated by the home office and kept on file. Superintendent/foremen will be provided with a copy and are expected to correct any deficiencies.

Remember, the OSHA inspection can result in a review of deficiencies, and where conditions warrant, a citation for one or more of the above standards. Annual completion of the self-evaluation is required by our company.

XIII. PROJECT SITE SPECIFIC SAFETY PROGRAM

The owner, construction manager or general contractor will conduct a pre-bid meeting to discuss and explain the project site safety program. This program should include at minimum the following:

A. **Purpose Of The Plan**

The purpose of this Construction Safety and Health Plan is to establish practices and procedures to protect construction personnel and others during construction on the site.

B. **Applicability**

The provisions of the plan are mandatory for contractors and subcontractors engaged in any on-site construction activities.

C. **Site Description**

1. Proposed Project
2. Site Description and History
3. Risk Evaluation

D. **Emergency Information**

1. Emergency Contacts
 - Police
 - Fire
 - Ambulance

E. **Site Safety Work Plan**

1. Designation of Site Safety Coordinator
2. Recordkeeping Responsibilities
3. First Aid/Bloodborne Pathogens
4. Excavation/Trenching
5. Demolition
6. Responsibility for Fall Protection
 - Guard Rails (top rail, mid rail, toe boards)
 - Scaffolds
 - Ladders
 - Safety Nets

7. Responsibility for Lead Determination and Abatement
 8. Personal Protective Equipment
 - Hard Hats
 - Gloves
 - Safety Glasses/Goggles
 - Work Boots
 - Safety Belts and Lanyards
 9. Fire Protection and Prevention
 - Fire Extinguishers
 - Storage and Use of Flammable and Combustible Liquids
 10. Material Handling, Storage Use and Disposal
 11. Tools - Hand Power
 12. Welding and Cutting
 - Storage and Use of Oxygen and Acetylene Tanks
 13. Electrical
 - Ground Fault Circuit Interrupters
 14. Heavy Equipment/Fork Lifts
 15. Respiratory Protection Program
- F. **Safety Committee Meetings (Monthly)**
- Evaluation of Program
 - Address Safety Recommendations/Hazards
 - Review and Discuss Upcoming Construction

XIV. DRUG AND ALCOHOL PROGRAM

Policy Statement

Any employee caught possessing or using drugs or coming to work under the influence of drugs will be discharged with prejudice or severely disciplined.

Any employee who uses drugs on the job or works under the influence of drugs endangers himself/herself and other workers. This company will not tolerate drug use on the job.

Drug use is the direct cause of thousands of deaths every year. Drug use causes permanent brain damage and birth defects and usually leads to addiction. Intravenous drug use transmits AIDS, which is incurable and invariably fatal, as well as other serious diseases.

Possession of drugs, no matter how small an amount, is a crime, punishable by incarceration. Sales of drugs or possession of a significant quantity of drugs is a felony.

XV. HAZARD SPECIFIC POLICIES

To further ensure the safety of our employees and ensure compliance with specific requirements that may be mandated under local, state or federal regulations, YOUR COMPANY NAME has attached the following safety and health plans, designed to address specific hazards in the workplace. These plans will be updated periodically as indicated by law and changes in the operation:

ADD NEW (UPDATE LOVELL HAZARD SPECIFIC POLICIES)

- FALL PROTECTION
- RESIDENTIAL FALL PROTECTION
- LADDERS / STAIRWAYS
- TRENCHING / EXCAVATION
- ELECTRICAL SAFETY
- CRANES AND RIGGING
- SCAFFOLDS
- WELDING
- RESPIRATORY PROTECTION
- POWER TOOLS
- PPE
- HAZARD COMMUNICATION
- MATERIAL HANDLING
- OCCUPATIONAL HEALTH

ATTACHMENTS

- DBE Management SAFETY TOOL BOX SAFETY TALKS

SUPERVISOR'S INVESTIGATION & REPORT OF INCIDENT

NAME OF INJURED (Last Name, First Name)		S.S.#:	D.O.B.:	SEX: M <input type="checkbox"/> F <input type="checkbox"/>
ADDRESS:		CITY/ZIP CODE	HOME PHONE #:	
DEPT.:		JOB TITLE:	WORK LOCATION:	
WHEN	Date and Time of Incident: / / <input type="checkbox"/> AM <input type="checkbox"/> PM			
	Date reported to supervisor: / / If delayed, Why?			
DESCRIPTION OF INCIDENT	Detail what employee was doing (i.e. - at risk behavior) and/or what physical objects (machines, equipment), material (chemical vapor, inhalant) (i.e. - unsafe conditions) were involved:			
	Was employee doing something other than required duties: <input type="checkbox"/> NO <input type="checkbox"/> YES If yes, explain:			
WHAT	State body parts injured:			
	Was treatment beyond first aid required? <input type="checkbox"/> YES <input type="checkbox"/> NO If yes, explain:			
	Fatality: <input type="checkbox"/> YES <input type="checkbox"/> NO When: _____ Lost Time <input type="checkbox"/> YES <input type="checkbox"/> NO			
WHERE	Exact location where incident occurred:			
	Was ambulance transport necessary? <input type="checkbox"/> YES <input type="checkbox"/> NO			
	To what facility?			
WITNESSES	(Last Name, First Name / Title/TEL. #:)			
WHY	Comment on the causes of this incident:			
PREVENTION	What should be done and by whom to prevent recurrence of this type of incident?			
	What action are you taking to see that this is done?			
	SUPERVISOR/MANAGER'S Signature/Dept.			
	Phone # _____ Date of this report: _____			
	Employee Signature _____ Date ____/____/____			
Comments:				

SUPERVISOR - DO NOT WRITE BELOW THIS LINE

Date Report Received by Safety Manager _____
 Date forwarded to HR _____
 C-2 Completed _____
 Lovell Notified _____
 Lovell Safety Management Co., LLC; 125 Maiden Lane, NYC 10038

of Days Lost: _____
 OSHA LOG # _____
 OSHA notified? (fatality, 3 hospitalizations): _____

CHECK HERE IF CONTINUED ON ADDITIONAL PAGES

ACCIDENT REPORT

To Be Completed at Accident Scene

Driver's Name _____

Plate Number _____

GENERAL INSTRUCTIONS

1. STOP at the scene as quickly as possible.
2. Protect the scene. Use warning devices. Get help from bystanders. Turn off all engines. No smoking. Guard against fire. Check for fuel or cargo leaks.
3. Assist injured persons. Don't move them unless absolutely necessary. Summon ambulance if needed.
4. Get help. Use near by phone or send reliable passerby. Notify terminal, police and insurance company as instructed. Give location and nature of accident accurately.
5. Identify yourself and company. Show license, registration and insurance card on request.
6. BE COURTEOUS. Make no statement about accident except to police or company and insurance company representative.
7. Fill out and check all applicable information on this form BEFORE YOU LEAVE THE SCENE.

A. DATE, TIME, PLACE

Date _____ Time _____ AM _____ PM _____

In _____
(City or Town) (County) (State)

On _____
(Street or Highway)

At _____
(Street Address or Intersection)

Distance and Direction from: _____

- Open Country
- Residential
- Business-Shopping
- Manufacturing-Industrial

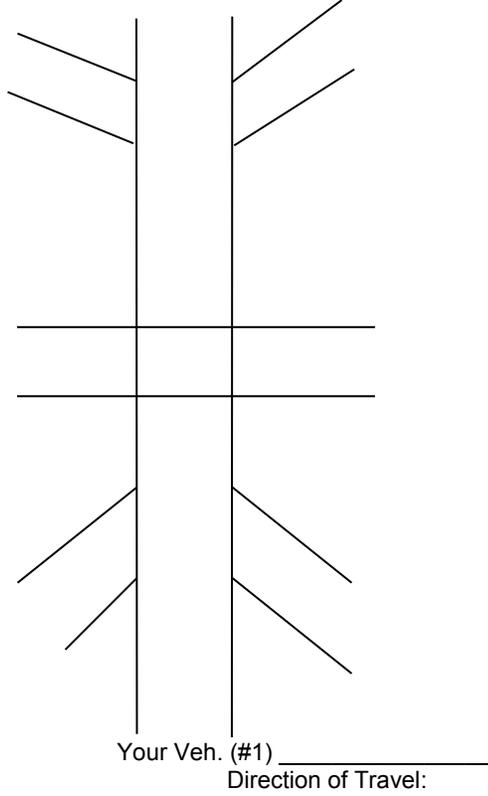
Open (Describe) _____

B. ACCIDENT SCENE

Instructions for Accident Diagram

Fill dotted lines to correspond with road at accident site. Show position of all vehicles, pedestrians etc. as follows:

- Your vehicle 1
- Other vehicle(s) 2 numbered successively.
- Pedestrian _____
- Traffic Sign [] _____
- Traffic Signal (indicate type) _____



Other (#2) _____

- Not at Intersection
- Street Intersection
- Drive or Alley
- Crosswalk
- Bridge-Overpass
- Underpass
- Private property
- Other off-street
- Traffic Control
 - Stop Sign
 - Light
 - Yield
- Other: _____

C. OTHER VEHICLES

Driver Veh. #2 _____

Address _____

Driver's License No. _____

OTHER OCCUPANTS:

A. Name _____ Address _____

B. Name _____ Address _____

OWNER (IF NOT THE DRIVER):

A. Name _____

Address _____

VEHICLE:

Make & Model _____

Tag # and State _____

Insurance Co. _____ Policy # _____

INJURIES:

Name & Injury _____

Where taken _____

Insurance Co. _____ Policy # _____

Driver Veh. #3 _____

Address _____

Driver's License No. _____

OTHER OCCUPANTS:

A. Name _____ Address _____

B. Name _____ Address _____

OWNER (IF NOT THE DRIVER):

A. Name _____

Address _____

VEHICLE:

Make & Model _____

Tag # and State _____

Insurance Co. _____ Policy # _____

INJURIES:

Name & Injury _____

Where taken _____

Insurance Co. _____ Policy # _____

D. PEDESTRIAN ACTION

DESCRIBE _____

Injured? _____

E. WITNESS

Persons seeing the accident will be of service to our driver by giving their names and addresses.

NAME _____

ADDRESS _____ Phone _____

NAME _____

ADDRESS _____ Phone _____

License number and descriptions of first vehicles at scene.

Investigating Officer(s) Name _____

Badge _____ Dept. _____

Police Report# _____

Name _____

Badge _____ Dept. _____

Citation: You _____ Other _____

Citation: You _____ Other _____

F. ROADWAY CONDITIONS AND CONTROLS

Not Divided Divided Limited Access
No. of Lanes 2 3 4 5 6 _____
(Specify)

Weather _____ Condition of road

Time _____
 Dry Ice
 Wet Muddy
 Snow Oily
 Traffic Smooth
 Other

G. PROPERTY DAMAGE

Describe damage to other vehicle: _____

Describe damage to your vehicle: _____

Cargo Damage: _____

Other Property Damage: _____

I. WHAT HAPPENED

At what distance did you first see danger? _____ Ft. How fast were you going? _____ MPH

What was your speed at impact? _____ MPH How far did your at vehicle go after Impact? _____ Ft.

Describe in your own words the circumstances of the accident:

NOTE: This report should be handwritten at scene. Turned into Branch, signed and sent to Fleet Management within 24 hours.

Driver _____ Signature _____



TAB 2 – PROJECT EXPERIENCE AND
REFERENCES



DBE UTILITY SERVICES

15893.77th Place • Loxahatchee, FL 33470 • 561.644.2182 • dbeboring@yahoo.com

Licensed, Bonded, and Fully Insured with Excellent Safety Record

DBE NO.	PROJECT NAME	OWNER	OWNER REP	PHONE	FAX	EMAIL	DESCRIPTION	COMPLETED	VALUE
	UPPER MATECUMBE DECENTRALIZED SYSTEM (KEYS LOW PRESSURE SEWER SYSTEMS)	VILLAGE OF ISLAMORADA	LAYNE CONSTRUCTION 81990 OVERSEAS HWY, STE 204 ISLAMORADA, FL 33036 MATT O'ROURKE	561-379-4959	954-254-7898	matt.orourke@layne.com	Install 3000' of low pressure mains ranging in size 6", 4", 2", and 1 1/2". Service lateral kits 1 1/4" to 4" in size with grinders, 21 services total	ON GOING	\$200k
	SOUTH PLANTATION KEY DECENTRALIZED SYSTEM (KEYS LOW PRESSURE SEWER SYSTEMS)	VILLAGE OF ISLAMORADA	LAYNE CONSTRUCTION 81990 OVERSEAS HWY, STE 204 ISLAMORADA, FL 33036 MATT O'ROURKE	561-379-4959	954-254-7898	matt.orourke@layne.com	Install 2000' of low pressure mains ranging in size 3" and 2". Service lateral kits 1 1/4" with grinders, 4 services total.	ON GOING	\$300k
1539	2" HDPE Bore 905 If	Summerfield PUD - Phase VI Martin County, FL	DEEVAN INC, 1450 KINETIC ROAD, LAKE PARK, FL 33403 JACKIE MCNEVIN	561-844-5518	561-844-5641		Install approximately 905 lf of 2" HDPE	ON GOING	\$12k
1524	ALL ABOARD RR PROJECT Railworks Road and Track Crossings, Danella Job No. 15-RAIL	All Aboard Railroad Gonzalez & Sons	DANELLA UTILITY CONSTRUCTION 170 COMMERCE RD., UNIT 5, BOYNTON BEACH, FL 33426 Fredie Brady	561-327-5320			Install one (1), 4" HDPE duct for approximately 25,000 LF (~900 LF in Ft. Lauderdale and ~1,600 LF in West Palm Beach) as shown in the plans provided by All Aboard Florida.	ON GOING	\$50k
1523	WINTER PARK GAS MAIN SERVICES 15-Y14225		DANELLA UTILITY CONSTRUCTION 170 COMMERCE RD., UNIT 5, BOYNTON BEACH, FL 33426 Fredie Brady	561-327-5320			Install approximate 26,770 lf of 2" HDPE, 1,400 lf of 4" HDPE, testing and tapping of new main line, make all tie ins, 141 ea Install 3/4" - 1 1/4" HDPE long side service, including fusion on riser, connection at main, testing and tapping. 65 ea Install 3/4" - 1 1/4" HDPE short side service, including fusion on riser, connection at main, testing and tapping.	ON GOING	\$545k
1510	DYER BLVD LANDFILL SIX-INCH LEACHATE FORCE MAIN REPLACEMENT SWA 15-215/SLB	SOLID WASTE AUTHORITY OF PALM BEACH COUNTY 7501 N JOG RD WEST PALM BEACH FL, 33412		561-640-4000			Install 550 lf of 6" force main HDPE, install 400 lf open cut, ARV construction, remove existing force main, MOT, testing	ON GOING	\$195k
1505	North Loop Murray Creek	Utilities Commission, City of New Smyrna Beach PO Box 100 New Smyrna Beach, FL 32170	Derek Wainscott, P.E.	386-424-3019		dwainscott@ucnsb.org	Horizontal directional drill approximately 800 linear feet of 8" HDPE (High Density Polyethylene) water main along Art Center Avenue, from Brookline Avenue to U.S. 1, approximately 5 feet north of the edge of pavement, under Murray Creek. And install (2) air release valves and vaults on either side of Murray Creek.	ON GOING	\$70k
	BLANKET; SPECIAL PROJECTS DIVISION	FLORIDA PUBLIC UTILITIES 208 N SAPODILLA AVE WEST PALM BEACH, FL 33401	JOHN BURKE	561-629-6433		JBURKE@FPUC.COM	\$2 million (annually): HDD gas line replacement installations along with regulator station, gate station, metering, GPR, welding & testing for Special Projects	ON GOING	\$2 mil
1501	SR7 (South) Gas Line Replacement Project Miami	TECO Peoples Gas 15779 West Dixi Hwy North Miami, FL 33162	Kevin Drake	305-945-7541	954-444-2100	kdrake@tecoenergy.com	Installation and relocation of gas line pipe ranging in size from 1/2" to 6" including commercial and residential services. Asphalt replacement, MOT.	ON GOING	\$1.5 mil
1502	NORTH LOWER MATECUMBE DECENTRALIZED SYSTEM (KEYS LOW PRESSURE SEWER SYSTEMS)	VILLAGE OF ISLAMORADA	LAYNE CONSTRUCTION 81990 OVERSEAS HWY, STE 204 ISLAMORADA, FL 33036 MATT O'ROURKE	561-379-4959	954-254-7898	matt.orourke@layne.com	Install HDPE Sewer Force Main, FDOT, 10,500' of 12" HDPE force main, 1000' 14" HDPE 80 services, and 5,000' of low pressure mains sizes from 6" down to 2", grinder pumps - simplex, duplex, and quadplex, and 80 power and panels & gravity hook ups.	May-15	\$500k
1541	Norris Cut Miami Tunnel	Miami-Dade Water & Sewer	David Mancini & Sons, Inc. 1939 NW 40th Ct, Pompano Beach, FL 33064 Christopher Falcone	954-977-3556	954-944-2040	cfalcone@dmsi.co	Install 10" HDPE DR 11 Force Main approx 925 lf. Tracer wire will need an extra 2" DR 9 HDPE conduit to ensure conductivity. Wireline Guidance.	May-15	\$127k
1500	ST. CLOUD RECLAIMED WATER MAIN PHASE I	CITY OF ST. CLOUD 1300 9TH ST. ST. CLOUD, FL 34769	MIKE MARONEY	407-709-3249		MMARONEY@STCLOUD.ORG	Reclaimed water main. (1/2015 - 4/2015) Install 2,241' of 24" HDPE by HDD, 2,837' of 16" HDPE by HDD and 1,080' of 12" HDPE by HDD. Install 620' of 24" c-900 by open cut, 3,222' of 16" c-900 by open cut, and 530' of 12" c-900 by open cut. All piping, testing and connections to existing lines. 1-900' shot of 24" HDPE and 1-800' shot of 16" under canal.	Apr-15	\$1.174 mil



DBE UTILITY SERVICES

15893 77th Place • Loxahatchee, FL 33470 • 561.644.2182 • dbeboring@yahoo.com

Licensed, Bonded, and Fully Insured with Excellent Safety Record

DBE NO.	PROJECT NAME	OWNER	OWNER REP	PHONE	FAX	EMAIL	DESCRIPTION	COMPLETED	VALUE
	VILLAGE OF ISLAMORADA CONVEYANCE FORCE MAIN	VILLAGE OF ISLAMORADA	LAYNE CONSTRUCTION 81990 OVERSEAS HWY, STE 204 ISLAMORADA, FL 33036 RICHARD CROW	954-254-7898		richard.crow@layne.com	Install 7000' of 10" HDPE sewer force main	Oct-14	\$250k
	TECO/WINTER PARK GAS LINE REPLACEMENT	CITY OF WINTER PARK	BENTON-GEORGIA CHAD ZEIS PO BOX 838 DOUGLASVILLE, GA 30133	770-942-8180		CZEIS@BENTON-GEORGIA.COM	Residential gas line replacement phase I	Oct-14	\$300k
	16" RAW WATER MAIN FROM NEW WELL	CITY OF LAKE WORTH 7 NORTH DIXIE HWY LAKE WORTH, FL 33460	B&B UNDERGROUND, INC STEVEN DECKER	561-722-1556			Install 16" water main. All piping, testing and connections to existing lines, FDOT	Jul-14	\$42k
	LIGHTHOUSE DRIVE GAS REPLACEMENT	FLORIDA PUBLIC UTILITIES 208 N SAPODILLA AVE WEST PALM BEACH, FL 33401	JOHN BURKE	561-629-6433		JBURKE@FPUC.COM	Install 6" gas main/over 700 lf in a single pull	Sep-13	\$148k



TAB 3 – EQUIPMENT

**DBE UTILITY SERVICES
VEHICLES AND EQUIPMENT ASSET LIST**

DBE ID	YEAR	MAKE	MODEL	COLOR	VIN/SERIAL
V1	2013	GMC	3500 CREW CAB DIESEL	WHITE	1GT426C85DF119066
V2	2011	DODGE	3500 CREW CAB DIESEL	WHITE	3D73Y4CL9BG635984
V3	2014	DODGE	2500 CREW CAB DIESEL	WHITE	3C6UR5NL6EG231227
V4	2014	DODGE	3500 CREW CAB DIESEL	WHITE	3C63RRGLXEG117943
V5	2014	DODGE	3500 CREW CAB DIESEL(UTILITY BODY)	WHITE	3C7WRTCLOEG313465
V6	2014	DODGE	3500 CREW CAB DIESEL(UTILITY BODY)	WHITE	3C7WRTCL6EG265700
V7	2008	FORD	F350 CREW CAB DIESEL(FLATBED)	WHITE	1FDWW37R28EA19142
V8	2008	FORD	F350 CREW CAB DIESEL(FLATBED)	WHITE	1FDWW37R38ED53406
V9	2000	ISUZU	FRR DIESEL	WHITE	JALF5C131Y7701458
V10	2001	ISUZU	FRR DIESEL	WHITE	JALF5C13517701629
V11	2001	ISUZU	FRR DIESEL	WHITE	JALF5C13617701316
V12	2001	ISUZU	FRR DIESEL	WHITE	JALF5C13117700476
V13	2006	FREIGHTLINER	M2 DIESEL 52,000 GVWR (FLATBED)	WHITE	1FUBCXDJ36HW86825
V14	2004	FREIGHTLINER	M2 DIESEL 52,000 GVWR (FLATBED)	WHITE	1FVHC5CV54HN11682
V15	2006	STERLING	ACCTERA DIESEL DUMP TRUCK	WHITE	2FZAAKAK63AK38475
V16	1997	CHEVROLET	Z-71 GAS	WHITE	1GCEK19R7VE154433
V17	1998	FORD	F700 DIESEL (FLATBED)	WHITE	1FDNF80C2WVA28130
V18	1998	INTERNATIONAL	4700 DIESEL (FLATBED)	WHITE	1HTSCABM6WH553500
V19	1994	INTERNATIONAL	5900 DIESEL (FLATBED)	WHITE	1HSHGDPR1RH589799
V20	2007	FREIGHTLINER	COLUMBIA 5000 GALLON VACUUM TRUCK	WHITE	1FUBA5CG27LY24093
V21	2003	CHEVROLET	2500 DIESEL	WHITE	1GCHC2417E169644
V22	1999	FORD	F550 DIESEL (FLATBED)	WHITE	1FDAW57F5XED50615
D1	2013	DITCH WITCH	JT5 250' W/DRILL STEM		CMWJT5XXHC0000066
D2	2012	DITCH WITCH	JT5 250' W/DRILL STEM		CMWJT5XXCC0000112
D3	2013	DITCH WITCH	JT9 600' W/DRILL STEM		CMWJT9XXHF0000113
D4	2013	DITCH WITCH	JT2020 700' W/ DRILL STEM (RADIOS)		CMWJ2626AD0001880
D5	2013	DITCH WITCH	JT30 W/1000' DRILL STEM, W/DCI LOCATE PACK		CMWJT30XAE00000101
D6	2013	DITCH WITCH	JT30 W/1000' DRILL STEM		CMWJT30XTD0000007
D7	2014	DITCH WITCH	JT100 W/1400' DRILL STEM		CMWJT100LE0000186
D8	2004	DITCH WITCH	JT520 W/200' DRILL STEM		
D9	2012	DITCH WITCH	JT922		CMWJ220VC0001620
VAC1	2013	DITCH WITCH	FX30 VACUUM (DIESEL)		CMWFX30XAB0001271
VAC2	2013	DITCH WITCH	FX30 VACUUM (DIESEL)		
VAC3	2012	DITCH WITCH	FX30 VACUUM (DIESEL)		
VAC4	2012	DITCH WITCH	FX30 VACUUM (DIESEL)		
VAC5	2003	VAC TRON	800 GALLON (DIESEL)		
VAC6	2000	VAC TRON	800 GALLON (DIESEL)		
DB1	2004	NEW HOLLAND	RUBBER TIRE BACK-HOE		
DB2	2006	KOBELCO	SK135 EXCAVATOR		
DB3	2006	JOHN DEERE	27D MINI-EXCAVATOR		
DB4	2006	BOBCAT	185S SKID STEER		
DB5		KUBOTA	BUSH HOG		

**DBE UTILITY SERVICES
VEHICLES AND EQUIPMENT ASSET LIST**

DBE ID	YEAR	MAKE	MODEL	COLOR	VIN/SERIAL
DB6		MCELROY	FUSION MACHINE 14U		
DB7		MCELROY	FUSION MACHINE 14U		
DB8		MCELROY	FUSION MACHINE 412 TRACSTAR		
DB9		MCELROY	FUSION MACHING 500 TRACSTAR		
DB10		INGERSOLRAND	185 CFM AIR COMPRESSOR		
DB11		INGERSOLRAND	185 CFM AIR COMPRESSOR		
DB12		LIGHT TOWER(S) MOBILE			GKF-21948
DB13		LIGHT TOWER(S) MOBILE			
DB14		LIGHT TOWER(S) MOBILE			
DB15		LIGHT TOWER(S) MOBILE			
		(100) 4" – 18" Pipe Rollers			
DB16		Hydrostatic testing pump			
DB17	2014	HAMMERHEAD	AIR HAMMER 6"		
DB18	1990	CASE	760 TRENCHER	ORANGE	JAF0049471
T1	2004	ANDERSON	30' GOOSENECK		4YNGN312X4C022957
T2	2001	HOPPER	25' GOOSENECK		4T0GN252611000067
T3	2013	BELSHE	25' DUALLY TANDEM		16JF01920D1047104
T4	2013	BELSHE	25' DUALLY TANDEM		16JF01624D1047496
T5	2012	BELSHE	20' DUALLY TANDEM	ORANGE	16JF01221C1046410
T6	2012	BELSHE	20' DUALLY TANDEM	ORANGE	16JF01227C1046816
T7	2000	BELSHE	20' DUALLY TANDEM	ORANGE	
T8	2012	BELSHE	24' TRIPLE AXLE		
T9	2014	KAUFMANN	30' TRIPLE AXLE (AIR BRAKE)		5VGAP3036EL001530
T10	2013	AMERICAN AUGER	MCM 4000 RECYLCE UNIT SN #40MC1011 on 35' DUALLY TANDEM (AIR BRAKE) TRAILER	BLUE	1A9UT3820DW445135
T11	2012	SWEETWATER	TRAILER W/ MCELROY TINE TAMER		
T12	2015	HOMEMADE	PIPE TRAILER		NONE
T13	2000	HOMEMADE			5B7331532Y1001842
T14	2008	DIAMOND	DIAMOND TRAILER		5UZBE12238D005699
T15	2015	BIG TEX	16'X6' DOUBLE AXLE HEAVY TRAILER	BLACK	16VDX1427F3004010
T16	2011	DITCH			1DSB202S9B1702313
MP1	2013	DITCH WITCH	FM25		
MP2	2013	DITCH WITCH	FM25		CMWFM25XCD0000285
MP3	2013	DITCH WITCH	FM25		
MP4	2010	DITCH WITCH	FM50		
MP5	2013	DITCH WITCH	FM13	ORANGE	CMWFM13VTC0001593
MP6	2013	DITCH WITCH	FM13		
MP7	2013	DITCH WITCH	FM13		
MP8	2013	DITCH WITCH	FM13		
MP9	2013	DITCH WITCH	FM13		

**DBE UTILITY SERVICES
VEHICLES AND EQUIPMENT ASSET LIST**

DBE ID	YEAR	MAKE	MODEL	COLOR	VIN/SERIAL
MP10	2013	DITCH WITCH	FM13		
MP11	2013	DITCH WITCH	FM5	ORANGE	CMWFM5XXVC0001331
MP12	2013	DITCH WITCH	FM5	ORANGE	CMWFM5XXEB0001124
MP13	2013	DITCH WITCH	FM5	ORANGE	
GPR1		MALA GPR EASY LOCATOR			
GPR2		MALA GPR EASY LOCATOR			
GPR3		MALA GPR EASY LOCATOR			
L1		DIGI-TRACK	F5		
L2		DIGI-TRACK	F5		
L3		DIGI-TRACK	F5		
L4		DIGI-TRACK	F2		
L5		DIGI-TRACK	F2		
L6		DIGI-TRACK	F2		
L7		DITCH WITCH	SUBSITE 752		
L8		DITCH WITCH	SUBSITE 752		
L9		DITCH WITCH	SUBSITE 752		
L10		DITCH WITCH	SUBSITE 752		

KEY	
V	TRUCKS
T	TRAILERS
DB	MISC EQUIP
GPR	GPR UNITS
L	LOCATING EQUIP
MP	MIXING PUMPS
D	DRILLS



TAB 4 - INSURANCE & BONDING



235 N. Executive Drive, Suite 270, Brookfield, WI 53005
Phone: (262) 797-2673 / Fax: (262) 796-0942
www.orsurety.com / E-Mail: nlhowe@orsurety.com

June 23, 2015

Stuart City Hall
Procurement & Contracting Services Division
121 SW Flagler Ave.
Stuart, FL 34994

Re: DBE Management Inc dba DBE Utility Services

To Whom It May Concern:

We are providing this information for the benefit of our client, DBE Management Inc. dba DBE Utility Services of Loxahatchee, fl. Old Republic Insurance Company, an AM Best A rated surety company, has provided bonding credit for DBE since 2014.

During our relationship we have supported obligations of \$2,500,000 single job range up to approximately \$5,000,000 aggregate cost to complete. Their capacity is currently fully available. Based on DBE's good standing with our office, we would be open to considering additional performance and payment bond obligations of similar size and scope. The anticipated capacity for the period April 2015 through December 2016 is subject to typical underwriting procedures. Should DBE continue successfully as a going concern, our capacity would likely stay the same, increase or decrease depending on the financial results and needs of the contractor. However, any such bond requirements would be subject to Old Republic's normal underwriting requirements, including, without limitation, verification of project financing for any project and the surety's verification of acceptable contract documents, bond forms and maintenance terms.

In the time that we have been in support of DBE Management Inc. dba DBE Utility Services, we are unaware of any performance and/or labor and material claims. The projects we have bonded are either in good standing or closed without issue.

This letter should not be construed as an agreement to provide surety bonds for any other projects, but is offered as an indication of our past experience and confidence in this firm. Any specific request for bonds will be underwritten on a own merits at that time.

Regards,

Nicole L. Howe, AFSB
Senior Contract Underwriter
Milwaukee Branch

CC: Zervos Group, Inc.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

PRODUCER
JOHN JACOBS INSURANCE AGENCY
 2135 S Congress Ave, Suite 4B
 West Palm Beach, FL 33406
 (561) 967-8400

DATE (MM/DD/YYYY)
4/27/2015

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

INSURED
DBE MANAGEMENT INC D/B/A
DBE UTILITY SERVICES
 15893 77TH PLACE NO
 LOXAHATCHEE, FL. 33470

INSURERS AFFORDING COVERAGE		NAIC#
INSURER A:		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:	AGCS Marine Ins Co	22837

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				PRODUCTS - COMP/OP AGG	\$
						COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				PROPERTY DAMAGE (Per accident)	\$
						AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
		OTHER E CONTRACTOR EQUIPMENT	MXI-3059842	08/13/14	08/13/15	WC STATUTORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS							

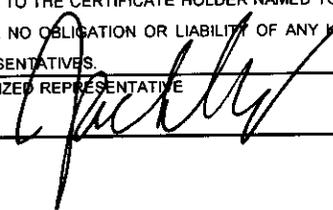
CERTIFICATE HOLDER

Insureds copy

CANCELLATION

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

AUTHORIZED REPRESENTATIVE





TAB 5 – FINANCIAL CAPACITY

**D.B.E. MANAGEMENT, INC.
D/B/A DBE UTILITY SERVICES**

**Financial Statements and
Other Financial Information**

December 31, 2014

D.B.E. MANAGEMENT, INC. – D/B/A DBE UTILITY SERVICES

Financial Statements and Other Financial Information

December 31, 2014

Table of Contents

	<u>Page</u>
FINANCIAL STATEMENTS	
Accountant's Review Report	1
Balance Sheet	2
Statement of Income and Retained Earnings	3
Statement of Cash Flows	4
Notes to Financial Statement	5 – 6
OTHER FINANCIAL INFORMATION	
Schedule 1 – General and Administrative Expenses	8
Schedule 2 – Contracts in Progress	9

Richard W. Schwartz, C.P.A.

11327 Okeechobee Blvd.
Suite 1
Royal Palm Beach, Florida 33411
TEL (561) 478-6388
FAX (561) 478-7316

INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To Management
D.B.E. Management, Inc. – D/B/A DBE Utility Services
Loxahatchee, Florida

I have reviewed the accompanying balance sheet of D.B.E. Management, Inc. (D/B/A DBE Utility Services (an S corporation) as of December 31, 2014 and the related statements of income and retained earnings and cash flows for the year ended December 31, 2014. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statement as a whole. Accordingly, I do not express such an opinion.

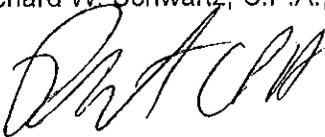
Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

My responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. Those standards require me to perform procedures to obtain limited assurance that there are no material modifications that should be made to the financial statements. I believe that the results of my procedures provide a reasonable basis for my report.

Based on my review, I am not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

My review was made primarily for the purpose of expressing a conclusion that there are no material modifications that should be made to the financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America. The supplementary information included in the accompanying Schedules I and II is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information has been subjected to the inquiry and analytical procedures applied in the review of the basic financial statements, and I did not become aware of any material modifications that should be made to such information.

Richard W. Schwartz, C.P.A., P.A.



February 3, 2015

D.B.E. MANAGEMENT, INC. - D/B/A DBE UTILITY SERVICES

Balance Sheet

December 31, 2014

ASSETS

Current assets:	
Cash & cash equivalents	\$ 138,488
Accounts receivable	934,919
Costs and estimated earnings in excess of billings on uncompleted contracts	65,313
Total current assets	<u>1,138,720</u>
Property and equipment:	
Equipment	3,179,718
Less: accumulated depreciation	1,438,668
Total property and equipment	<u>1,741,050</u>
	<u>\$ 2,879,770</u>

LIABILITIES AND STOCKHOLDER'S EQUITY

Current liabilities:	
Accounts payable	\$ 144,866
Current portion of long-term debt	227,440
Billings in excess of costs and estimated earnings on uncompleted contracts	15,574
Total current liabilities	<u>387,880</u>
Long-term debt, less current portion	1,086,500
Stockholder's equity:	
Capital stock - authorized, issued and outstanding 100 shares - \$10 par	1,000
Retained earnings	1,404,390
Total stockholder's equity	<u>1,405,390</u>
	<u>\$ 2,879,770</u>

See accountant's report and notes to financial statement

D.B.E. MANAGEMENT, INC. - D/B/A DBE UTILITY SERVICES

Statement of Income and Retained Earnings

For the year ending December 31, 2014

Earned revenue	\$ 4,901,059
Cost of earned revenue	<u>2,888,137</u>
Gross Profit	2,012,922
General and administrative expense	<u>631,687</u>
Income from operations before other income (expense)	1,381,235
Other income (expense)	
Interest income	39
Interest expense	<u>(63,512)</u>
Total other income (expense)	<u>(83,473)</u>
Net Income	1,317,762
Retained earnings, January 1, 2014	<u>222,164</u>
	1,539,926
Less: distributions of earnings	<u>135,538</u>
Retained earnings, December 31, 2014	<u>\$ 1,404,390</u>

See accountant's report and notes to financial statement

D.B.E. MANAGEMENT, INC. - D/B/A DBE UTILITY SERVICES

Statement of Cash Flows

For the year ending December 31, 2014

Cash flows from operating activities:

Net income	\$ 1,317,762
Adjustment to reconcile net income to net cash provided from operating activities:	
Depreciation	284,254
Decrease (increase) in Accounts receivable	(934,919)
Cost and estimated earnings in excess of billings on uncompleted contracts	(65,313)
Increase (Decrease) in Accounts payable	136,656
Billings in excess of costs and estimated earnings on uncompleted contracts	<u>15,574</u>
Net cash provided from operating activities	754,014

Cash flow used by investing activities:

Acquisition of property and equipment	(1,547,045)
---------------------------------------	-------------

Cash flow from financing activities:

Increase in long-term debt	932,258
Distribution of earnings	<u>(135,536)</u>
Net cash from financing activities	796,722

Net increase in cash 3,691

Cash, January 1, 2014 134,797

Cash, December 31, 2014 \$ 138,488

Supplemental information:

Interest paid for period \$ 63,512

Income taxes for period \$ -

See accountant's report and notes to financial statement

D.B.E. MANAGEMENT, INC. – D/B/A DBE UTILITY SERVICES
 NOTES TO FINANCIAL STATEMENTS
 DECEMBER 31, 2014

NOTE 1 – ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING PRINCIPLES

A. ORGANIZATION

D.B.E. Management, Inc. (D/B/A DBE Utility Services) is a Florida corporation which was formed in 2004. It is a licensed directional drilling and boring firm which provides services throughout South Florida from its main office located in Palm Beach County, Florida.

B. PROPERTY AND EQUIPMENT FUND

Property and equipment are carried at cost. Depreciation is computed using the modified accelerated cost recovery system as well as Internal Revenue Service Code Section 179 expensing or the "Bonus First year depreciation allowance when applicable, utilizing the following estimated useful lives. These methods are not materially different than if the organization was utilizing the straight line method.

	<u>Useful Life</u>
Equipment.....	5 Years
Furniture and Fixtures.....	5-7 Years
Automobiles.....	5 Years
Buildings and Leasehold Improvements....	39 Years

C. INCOME TAXES

The Company has elected to be taxed under the provisions of Subchapter S of the Internal Revenue Code. Under those provisions, the Company does not pay federal income taxes on its taxable income. Instead, the stockholders are liable for individual federal income taxes on their respective shares of stock.

D. USE OF ESTIMATES

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

E. REVENUE RECOGNITION

The company uses the percentage-of-completion method on its long term contracts which recognizes income in each accounting period as the contract progresses to completion. The recognized income is estimated utilizing the percentage of incurred

OTHER FINANCIAL INFORMATION

D.B.E. MANAGEMENT, INC. - D/B/A DBE UTILITY SERVICES

Schedule of General and Administrative Expenses

For the year ending December 31, 2014

General and administrative expenses:

Depreciation expense	\$	284,254
Payroll and taxes		115,181
Rent expense		50,676
Storage		43,880
Travel expense		27,586
Meals and entertainment		25,380
Licenses and permits		24,842
Office supplies		10,688
Professional fees		9,695
Security Expense		8,592
Bank service charges		6,941
Telephone expense		6,687
Advertising and promotion		6,427
Uniforms		5,312
Payroll processing fees		3,258
Computer and Internet expense		1,050
Postage and delivery		698
Charitable Contributions		540
		<hr/>
	\$	<u>631,687</u>

See accountant's report and notes to financial statement

D.B.E. MANAGEMENT, INC. - D/B/A DBE UTILITY SERVICES

Schedule 2

Contracts in Progress

December 31, 2014

Total Contracts		From Inception to December 31, 2014					At December 31, 2014				
Revenues	Estimated Costs	Estimated Gross Profit	Estimated Gross Profit %	Revenues Earned	Cost of Revenues	Gross Profit	Percent Complete	Billed to Date	Estimated Cost to Complete	Cost and Estimated Earnings in Excess of Billings	Billings in Excess of Costs and Estimated Earnings
\$ 1,324,355	\$ 953,536	\$ 370,819	28.00%	\$ 486,154	\$ 350,031	\$ 136,123	36.71%	\$ 501,728	\$ 603,505	\$ -	\$ 15,574
652,165	432,000	220,165	33.76%	646,179	428,035	218,144	99.08%	580,866	3,965	65,313	-
<u>\$ 1,976,520</u>	<u>\$ 1,385,536</u>	<u>\$ 590,984</u>		<u>\$ 1,132,333</u>	<u>\$ 778,066</u>	<u>\$ 354,267</u>		<u>\$ 1,082,594</u>	<u>\$ 607,470</u>	<u>\$ 65,313</u>	<u>\$ 15,574</u>
TECO Peoples Gas											
Village of Islamorada											

U.S. Income Tax Return for an S Corporation

Department of the Treasury
Internal Revenue Service

▶ Do not file this form unless the corporation has filed or is attaching Form 2553 to elect to be an S corporation.
▶ Information about Form 1120S and its separate instructions is at www.irs.gov/form1120s.

2013

For calendar year 2013 or tax year beginning _____, 2013, ending _____	
A S election effective date 06/07/04	D Employer identification number 20-1331070
B Business activity code number (see Instrs) 237100	E Date incorporated 06/07/04
	F Total assets (see Instructions) \$ 390,892.
C Check if Schedule M-3 attached <input type="checkbox"/>	G Is the corporation electing to be an S corporation beginning with this tax year? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes,' attach Form 2553 if not already filed
H Check if: (1) <input type="checkbox"/> Final return (2) <input type="checkbox"/> Name change (3) <input type="checkbox"/> Address change (4) <input type="checkbox"/> Amended return (5) <input type="checkbox"/> S election termination or revocation	
I Enter the number of shareholders who were shareholders during any part of the tax year ▶ <u>2</u>	

Caution. Include **only** trade or business income and expenses on lines 1a through 21. See the instructions for more information.

INCOME	1 a Gross receipts or sales	1 a	2,229,397.	
	b Returns and allowances	1 b		
	c Balance. Subtract line 1b from line 1a	1 c		2,229,397.
	2 Cost of goods sold (attach Form 1125-A)	2		323,943.
	3 Gross profit. Subtract line 2 from line 1c	3		1,905,454.
	4 Net gain (loss) from Form 4797, line 17 (attach Form 4797)	4		
5 Other income (loss) (see Instrs — att statement)	5			
6 Total income (loss). Add lines 3 through 5. ▶	6		1,905,454.	
DEDUCTIONS SEE INSTRUCTIONS	7 Compensation of officers (see instructions - attach Form 1125-E)	7		195,600.
	8 Salaries and wages (less employment credits)	8		557,902.
	9 Repairs and maintenance	9		39,324.
	10 Bad debts	10		
	11 Rents	11		40,455.
	12 Taxes and licenses	12		68,126.
	13 Interest	13		19,722.
	14 Depreciation not claimed on Form 1125-A or elsewhere on return (attach Form 4562)	14		144,569.
	15 Depletion (Do not deduct oil and gas depletion.)	15		
	16 Advertising	16		186.
	17 Pension, profit-sharing, etc, plans	17		
18 Employee benefit programs	18			
19 Other deductions (attach statement) * .STMJ	19		279,742.	
20 Total deductions. Add lines 7 through 19 ▶	20		1,345,626.	
21 Ordinary business income (loss). Subtract line 20 from line 6	21		559,828.	
TAX AND PAYMENTS	22 a Excess net passive income or LIFO recapture tax (see instructions)	22 a		
	b Tax from Schedule D (Form 1120S)	22 b		
	c Add lines 22a and 22b (see instructions for additional taxes)	22 c		
	23 a 2013 estimated tax payments and 2012 overpayment credited to 2013	23 a		
	b Tax deposited with Form 7004	23 b		
	c Credit for federal tax paid on fuels (attach Form 4136)	23 c		
	d Add lines 23a through 23c	23 d		
	24 Estimated tax penalty (see instructions). Check if Form 2220 is attached ▶ <input type="checkbox"/>	24		
	25 Amount owed. If line 23d is smaller than the total of lines 22c and 24, enter amount owed	25		
	26 Overpayment. If line 23d is larger than the total of lines 22c and 24, enter amount overpaid	26		
27 Enter amount from line 26 Credited to 2014 estimated tax ▶ Refunded ▶	27			

Sign Here Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Signature of officer: _____ Date: _____ Title: PRESIDENT

May the IRS discuss this return with the preparer shown below (see instructions)? Yes No

Paid Preparer Use Only	Print/Type preparer's name RICHARD W. SCHWARTZ, C.P.A.	Preparer's signature _____	Date _____	Check <input type="checkbox"/> If self-employed <input type="checkbox"/> PTIN P00833727
	Firm's name ▶ RICHARD W. SCHWARTZ, C.P.A., P.A.	Firm's EIN ▶ 20-4308160		
	Firm's address ▶ 11327 OKEECHOBEE BLVD., SUITE 1 ROYAL PALM BEACH FL 33411	Phone no. (561) 478-6388		

Schedule B Other Information (see instructions)

	Yes	No
1 Check accounting method: a <input checked="" type="checkbox"/> Cash b <input type="checkbox"/> Accrual c <input type="checkbox"/> Other (specify) ▶ _____		
2 See the instructions and enter the: a Business activity. ▶ <u>CONTRACTOR</u> b Product or service. ▶ <u>CABLE INSTALLATION</u>		
3 At any time during the tax year, was any shareholder of the corporation a disregarded entity, a trust, an estate, or a nominee or similar person? If "Yes," attach Schedule B-1, Information on Certain Shareholders of an S Corporation		X
4a At the end of the tax year, did the corporation: Own directly 20% or more, or own, directly or indirectly, 50% or more of the total stock issued and outstanding of any foreign or domestic corporation? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (v) below		X

(i) Name of Corporation	(ii) Employer Identification Number (if any)	(iii) Country of Incorporation	(iv) Percentage of Stock Owned	(v) If Percentage in (iv) is 100%, Enter the Date (if any) a Qualified Subchapter S Subsidiary Election Was Made

b Own directly an interest of 20% or more, or own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital in any foreign or domestic partnership (including an entity treated as a partnership) or in the beneficial interest of a trust? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (v) below		X
---	--	---

(i) Name of Entity	(ii) Employer Identification Number (if any)	(iii) Type of Entity	(iv) Country of Organization	(v) Maximum % Owned in Profit, Loss, or Capital

5a At the end of the tax year, did the corporation have any outstanding shares of restricted stock? If "Yes," complete lines (i) and (ii) below. (i) Total shares of restricted stock ▶ _____ (ii) Total shares of non-restricted stock ▶ _____		X
b At the end of the tax year, did the corporation have any outstanding stock options, warrants, or similar instruments? If "Yes," complete lines (i) and (ii) below. (i) Total shares of stock outstanding at the end of the tax year ▶ _____ (ii) Total shares of stock outstanding if all instruments were executed ▶ _____		X
6 Has this corporation filed, or is it required to file, Form 8918 , Material Advisor Disclosure Statement, to provide information on any reportable transaction?		X
7 Check this box if the corporation issued publicly offered debt instruments with original issue discount <input type="checkbox"/> If checked, the corporation may have to file Form 8281 , Information Return for Publicly Offered Original Issue Discount Instruments.		
8 If the corporation: (a) was a C corporation before it elected to be an S corporation or the corporation acquired an asset with a basis determined by reference to the basis of the asset (or the basis of any other property) in the hands of a C corporation and (b) has net unrealized built-in gain in excess of the net recognized built-in gain from prior years, enter the net unrealized built-in gain reduced by net recognized built-in gain from prior years (see instructions) ▶ \$ _____		
9 Enter the accumulated earnings and profits of the corporation at the end of the tax year. \$ _____		
10 Does the corporation satisfy both of the following conditions? a The corporation's total receipts (see instructions) for the tax year were less than \$250,000 b The corporation's total assets at the end of the tax year were less than \$250,000 If "Yes," the corporation is not required to complete Schedules L and M-1.		X
11 During the tax year, did the corporation have any non-shareholder debt that was canceled, was forgiven, or had the terms modified so as to reduce the principal amount of the debt? If "Yes," enter the amount of principal reduction \$ _____		X
12 During the tax year, was a qualified subchapter S subsidiary election terminated or revoked? If "Yes," see instructions		X
13 a Did the corporation make any payments in 2013 that would require it to file Form(s) 1099?		X
b If "Yes," did the corporation file or will it file required Forms 1099?		

Schedule K Shareholders' Pro Rata Share Items		Total amount	
Income (Loss)	1 Ordinary business income (loss) (page 1, line 21)	1	559,828.
	2 Net rental real estate income (loss) (attach Form 8825)	2	
	3 a Other gross rental income (loss)	3 a	
	b Expenses from other rental activities (attach statement)	3 b	
	c Other net rental income (loss). Subtract line 3b from line 3a	3 c	
	4 Interest income	4	136.
	5 Dividends: a Ordinary dividends	5 a	
	b Qualified dividends	5 b	
	6 Royalties	6	
	7 Net short-term capital gain (loss) (attach Schedule D (Form 1120S))	7	
8 a Net long-term capital gain (loss) (attach Schedule D (Form 1120S))	8 a		
	b Collectibles (28%) gain (loss)	8 b	
	c Unrecaptured section 1250 gain (attach statement)	8 c	
	9 Net section 1231 gain (loss) (attach Form 4797)	9	
10 Other income (loss) (see instructions) Type ▶	10		
Deductions	11 Section 179 deduction (attach Form 4562)	11	500,000.
	12 a Charitable contributions	12 a	
	b Investment interest expense	12 b	
	c Section 59(e)(2) expenditures (1) Type ▶ (2) Amount ▶	12 c (2)	
d Other deductions (see instructions) Type ▶	12 d		
Credits	13 a Low-income housing credit (section 42(j)(5))	13 a	
	b Low-income housing credit (other)	13 b	
	c Qualified rehabilitation expenditures (rental real estate) (attach Form 3468)	13 c	
	d Other rental real estate credits (see instrs) Type ▶	13 d	
	e Other rental credits (see instrs) Type ▶	13 e	
	f Biofuel producer credit (attach Form 6478)	13 f	
	g Other credits (see instructions) Type ▶	13 g	
Foreign Transactions	14 a Name of country or U.S. possession ▶		
	b Gross income from all sources	14 b	
	c Gross income sourced at shareholder level	14 c	
	Foreign gross income sourced at corporate level		
	d Passive category	14 d	
	e General category	14 e	
	f Other (attach statement)	14 f	
	Deductions allocated and apportioned at shareholder level		
	g Interest expense	14 g	
	h Other	14 h	
	Deductions allocated and apportioned at corporate level to foreign source income		
	i Passive category	14 i	
	j General category	14 j	
	k Other (attach statement)	14 k	
Other information			
l Total foreign taxes (check one): <input type="checkbox"/> Paid <input type="checkbox"/> Accrued	14 l		
m Reduction in taxes available for credit (attach statement)	14 m		
n Other foreign tax information (attach statement)			
Alternative Minimum Tax (AMT) Items	15 a Post-1986 depreciation adjustment	15 a	222.
	b Adjusted gain or loss	15 b	
	c Depletion (other than oil and gas)	15 c	
	d Oil, gas, and geothermal properties – gross income	15 d	
	e Oil, gas, and geothermal properties – deductions	15 e	
	f Other AMT items (attach statement)	15 f	
Items Affecting Shareholder Basis	16 a Tax-exempt interest income	16 a	
	b Other tax-exempt income	16 b	
	c Nondeductible expenses	16 c	10,836.
	d Distributions (attach stmt if required) (see instrs)	16 d	49,128.
	e Repayment of loans from shareholders	16 e	

Schedule K Shareholders' Pro Rata Share Items (continued)		Total amount	
Other Information	17 a Investment income	17 a	136.
	b Investment expenses	17 b	
	c Dividend distributions paid from accumulated earnings and profits	17 c	0.
	d Other items and amounts (attach statement)		
Reconciliation	18 Income/loss reconciliation. Combine the amounts on lines 1 through 10 in the far right column. From the result, subtract the sum of the amounts on lines 11 through 12d and lines 14!	18	59,964.

Schedule L Balance Sheets per Books	Beginning of tax year		End of tax year	
	(a)	(b)	(c)	(d)
Assets				
1 Cash		37,911.		134,797.
2 a Trade notes and accounts receivable				
b Less allowance for bad debts				
3 Inventories				
4 U.S. government obligations				
5 Tax-exempt securities (see instructions)				
6 Other current assets (attach stmt)				
7 Loans to shareholders		39,272.		63,325.
8 Mortgage and real estate loans				
9 Other investments (attach statement)				
10 a Buildings and other depreciable assets	684,481.		1,347,184.	
b Less accumulated depreciation	509,845.	174,636.	1,154,414.	192,770.
11 a Depletable assets				
b Less accumulated depletion				
12 Land (net of any amortization)				
13 a Intangible assets (amortizable only)				
b Less accumulated amortization				
14 Other assets (attach stmt)				
15 Total assets		251,819.		390,892.
Liabilities and Shareholders' Equity				
16 Accounts payable				
17 Mortgages, notes, bonds payable in less than 1 year				
18 Other current liabilities (attach stmt)		0.		8,210.
19 Loans from shareholders				
20 Mortgages, notes, bonds payable in 1 year or more		250,819.		381,682.
21 Other liabilities (attach statement)				
22 Capital stock		1,000.		1,000.
23 Additional paid-in capital				
24 Retained earnings		0.		0.
25 Adjustments to shareholders' equity (att stmt)				
26 Less cost of treasury stock				
27 Total liabilities and shareholders' equity		251,819.		390,892.

Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return

Note. Schedule M-3 required instead of Schedule M-1 if total assets are \$10 million or more — see instructions

1	Net income (loss) per books	49,128.	5	Income recorded on books this year not included on Schedule K, lines 1 through 10 (itemize):	
2	Income included on Schedule K, lines 1, 2, 3c, 4, 5a, 6, 7, 8a, 9, and 10, not recorded on books this year (itemize):		a	Tax-exempt interest \$ _____	
3	Expenses recorded on books this year not included on Schedule K, lines 1 through 12, and 14I (itemize):		6	Deductions included on Schedule K, lines 1 through 12, and 14I, not charged against book income this year (itemize):	
a	Depreciation \$ _____		a	Depreciation . . \$ _____	
b	Travel and entertainment \$ _____ 10,836.	10,836.	7	Add lines 5 and 6.	
4	Add lines 1 through 3.	59,964.	8	Income (loss) (Schedule K, ln 18). Ln 4 less ln 7 . . .	59,964.

Schedule M-2 Analysis of Accumulated Adjustments Account, Other Adjustments Account, and Shareholders' Undistributed Taxable Income Previously Taxed (see instructions)

	(a) Accumulated adjustments account	(b) Other adjustments account	(c) Shareholders' undistributed taxable income previously taxed
1	Balance at beginning of tax year	0.	0.
2	Ordinary income from page 1, line 21.	559,828.	
3	Other additions * .STMT.	136.	
4	Loss from page 1, line 21.		
5	Other reductions * .STMT.	510,836.	
6	Combine lines 1 through 5	49,128.	0.
7	Distributions other than dividend distributions	49,128.	0.
8	Balance at end of tax year. Subtract line 7 from line 6.	0.	0.

Form **1125-A**

(Rev December 2012)

Department of the Treasury
Internal Revenue Service

Cost of Goods Sold

▶ Attach to Form 1120, 1120-C, 1120-F, 1120-S, 1065, or 1065-B.

▶ Information about Form 1125-A and its instructions is at www.irs.gov/form1125a.

OMB No. 1545-2225

Name D. B. E. MANAGEMENT, INC.	Employer identification number 20-1331070
-----------------------------------	--

1 Inventory at beginning of year	1	
2 Purchases	2	294,397.
3 Cost of labor	3	
4 Additional section 263A costs (attach schedule)	4	
5 Other costs (attach schedule) . . . * .S.T.M.T	5	29,546.
6 Total. Add lines 1 through 5	6	323,943.
7 Inventory at end of year	7	
8 Cost of goods sold. Subtract line 7 from line 6. Enter here and on Form 1120, page 1, line 2 or the appropriate line of your tax return (see instructions)	8	323,943.

9 a Check all methods used for valuing closing inventory:

- (i) Cost
- (ii) Lower of cost or market
- (iii) Other (Specify method used and attach explanation) . . . ▶

b Check if there was a writedown of subnormal goods ▶

c Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970) ▶

d If the LIFO inventory method was used for this tax year, enter amount of closing inventory computed under LIFO **9d** |

e If property is produced or acquired for resale, do the rules of section 263A apply to the entity (see instructions)? Yes No

f Was there any change in determining quantities, cost, or valuations between opening and closing inventory? If 'Yes,' attach explanation Yes No

BAA For Paperwork Reduction Act Notice, see instructions.

Form 1125-A (Rev 12-2012)

2013

Final K-1 Amended K-1

For calendar year 2013, or tax
year beginning _____, 2013
ending _____,

Shareholder's Share of Income, Deductions, Credits, etc ▶ See page 2 of form and separate instructions.

Part I Information About the Corporation	
A Corporation's employer identification number 20-1331070	
B Corporation's name, address, city, state, and ZIP code D.B.E. MANAGEMENT, INC. 15893 77TH PLACE NORTH LOXAHATCHEE, FL 33470	
C IRS Center where corporation filed return Cincinnati, OH 45999-0013	
Part II Information About the Shareholder	
D Shareholder's identifying number 595-82-2828	
E Shareholder's name, address, city, state, and ZIP code DUSTIN ERTLE 15893 77TH PLACE NORTH LOXAHATCHEE, FL 33470	
F Shareholder's percentage of stock ownership for tax year. 50.00000 %	
FOR IRS USE ONLY	

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items			
1	Ordinary business income (loss)	13	Credits
	279,914.		
2	Net rental real estate income (loss)		
3	Other net rental income (loss)		
4	Interest income		
	68.		
5 a	Ordinary dividends		
5 b	Qualified dividends	14	Foreign transactions
6	Royalties		
7	Net short-term capital gain (loss)		
8 a	Net long-term capital gain (loss)		
8 b	Collectibles (28%) gain (loss)		
8 c	Unrecaptured section 1250 gain		
9	Net section 1231 gain (loss)		
10	Other income (loss)	15	Alternative minimum tax (AMT) items
		A	111.
11	Section 179 deduction	16	Items affecting shareholder basis
	250,000.	C	5,418.
12	Other deductions	D	24,564.
		17	Other information
		A	68.

*See attached statement for additional information.

This list identifies the codes used on Schedule K-1 for all shareholders and provides summarized reporting information for shareholders who file Form 1040. For detailed reporting and filing information, see the separate Shareholder's Instructions for Schedule K-1 and the instructions for your income tax return.

1	Ordinary business income (loss). Determine whether the income (loss) is passive or nonpassive and enter on your return as follows:	<i>Report on</i>
	Passive loss	See the Shareholder's Instructions
	Passive income	Schedule E, line 28, column (g)
	Nonpassive loss	Schedule E, line 28, column (h)
	Nonpassive income	Schedule E, line 28, column (j)
2	Net rental real estate income (loss)	See the Shareholder's Instructions
3	Other net rental income (loss)	See the Shareholder's Instructions
	Net income	Schedule E, line 28, column (g)
	Net loss	See the Shareholder's Instructions
4	Interest income	Form 1040, line 8a
5 a	Ordinary dividends	Form 1040, line 9a
5 b	Qualified dividends	Form 1040, line 9b
6	Royalties	Schedule E, line 4
7	Net short-term capital gain (loss)	Schedule D, line 5
8 a	Net long-term capital gain (loss)	Schedule D, line 12
8 b	Collectibles (28%) gain (loss)	28% Rate Gain Worksheet, line 4 (Schedule D instructions)
8 c	Unrecaptured section 1250 gain	See the Shareholder's Instructions
9	Net section 1231 gain (loss)	See the Shareholder's Instructions
10	Other income (loss)	See the Shareholder's Instructions
	<i>Code</i>	
A	Other portfolio income (loss)	See the Shareholder's Instructions
B	Involuntary conversions	See the Shareholder's Instructions
C	Sec. 1256 contracts and straddles	Form 6781, line 1
D	Mining exploration costs recapture	See Pub 535
E	Other income (loss)	See the Shareholder's Instructions
11	Section 179 deduction	See the Shareholder's Instructions
12	Other deductions	
A	Cash contributions (50%)	See the Shareholder's Instructions
B	Cash contributions (30%)	
C	Noncash contributions (50%)	
D	Noncash contributions (30%)	
E	Capital gain property to a 50% organization (30%)	
F	Capital gain property (20%)	
G	Contributions (100%)	
H	Investment interest expense	Form 4952, line 1
I	Deductions — royalty income	Schedule E, line 19
J	Section 59(e)(2) expenditures	See the Shareholder's Instructions
K	Deductions — portfolio (2% floor)	Schedule A, line 23
L	Deductions — portfolio (other)	Schedule A, line 28
M	Preproductive period expenses	See the Shareholder's Instructions
N	Commercial revitalization deduction from rental real estate activities	See Form 8582 instructions
O	Reforestation expense deduction	See the Shareholder's Instructions
P	Domestic production activities information	See Form 8903 instructions
Q	Qualified production activities income	Form 8903, line 7b
R	Employer's Form W-2 wages	Form 8903, line 17
S	Other deductions	See the Shareholder's Instructions
13	Credits	
A	Low-income housing credit (section 42(j)(5)) from pre-2008 buildings	See the Shareholder's Instructions
B	Low-income housing credit (other) from pre-2008 buildings	
C	Low-income housing credit (section 42(j)(5)) from post-2007 buildings	
D	Low-income housing credit (other) from post-2007 buildings	
E	Qualified rehabilitation expenditures (rental real estate)	
F	Other rental real estate credits	
G	Other rental credits	
H	Undistributed capital gains credit	Form 1040, line 71, box a
I	Biofuel producer credit	
J	Work opportunity credit	
K	Disabled access credit	See the Shareholder's Instructions
L	Empowerment zone employment credit	
M	Credit for increasing research activities	

<i>Code</i>		<i>Report on</i>
N	Credit for employer social security and Medicare taxes	See the Shareholder's Instructions
O	Backup withholding	
P	Other credits	
14	Foreign transactions	
A	Name of country or U.S. possession	Form 1116, Part I
B	Gross income from all sources	
C	Gross income sourced at shareholder level	
	<i>Foreign gross income sourced at corporate level</i>	
D	Passive category	Form 1116, Part I
E	General category	
F	Other	
	<i>Deductions allocated and apportioned at shareholder level</i>	
G	Interest expense	Form 1116, Part I
H	Other	Form 1116, Part I
	<i>Deductions allocated and apportioned at corporate level to foreign source income</i>	
I	Passive category	Form 1116, Part I
J	General category	
K	Other	
	<i>Other information</i>	
L	Total foreign taxes paid	Form 1116, Part II
M	Total foreign taxes accrued	Form 1116, Part II
N	Reduction in taxes available for credit	Form 1116, line 12
O	Foreign trading gross receipts	Form 8873
P	Extraterritorial income exclusion	Form 8873
Q	Other foreign transactions	See the Shareholder's Instructions
15	Alternative minimum tax (AMT) items	
A	Post-1986 depreciation adjustment	See the Shareholder's Instructions and the Instructions for Form 6251
B	Adjusted gain or loss	
C	Depletion (other than oil & gas)	
D	Oil, gas, & geothermal — gross income	
E	Oil, gas, & geothermal — deductions	
F	Other AMT items	
16	Items affecting shareholder basis	
A	Tax-exempt interest income	Form 1040, line 8b
B	Other tax-exempt income	See the Shareholder's Instructions
C	Nondeductible expenses	
D	Distributions	
E	Repayment of loans from shareholders	
17	Other information	
A	Investment income	Form 4952, line 4a
B	Investment expenses	Form 4952, line 5
C	Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions
D	Basis of energy property	See the Shareholder's Instructions
E	Recapture of low-income housing credit (section 42(j)(5))	Form 8611, line 8
F	Recapture of low-income housing credit (other)	Form 8611, line 8
G	Recapture of investment credit	See Form 4255
H	Recapture of other credits	See the Shareholder's Instructions
I	Look-back interest — completed long-term contracts	See Form 8697
J	Look-back interest — income forecast method	See Form 8666
K	Dispositions of property with section 179 deductions	See the Shareholder's Instructions
L	Recapture of section 179 deduction	
M	Section 453(l)(3) information	
N	Section 453A(c) information	
O	Section 1260(b) information	
P	Interest allocable to production expenditures	
Q	CCF nonqualified withdrawals	
R	Depletion information — oil and gas	
S	Amortization of reforestation costs	
T	Section 108(l) information	
U	Net investment income	
V	Other information	

Schedule K-1
(Form 1120S)
Department of the Treasury
Internal Revenue Service

2013

For calendar year 2013, or tax
year beginning _____, 2013
ending _____.

Final K-1

Amended K-1

671113
OMB No. 1545-0130

Shareholder's Share of Income, Deductions, Credits, etc ▶ See page 2 of form and separate instructions.

Part I Information About the Corporation	
A Corporation's employer identification number 20-1331070	
B Corporation's name, address, city, state, and ZIP code D.B.E. MANAGEMENT, INC. 15893 77TH PLACE NORTH LOXAHATCHEE, FL 33470	
C IRS Center where corporation filed return Cincinnati, OH 45999-0013	
Part II Information About the Shareholder	
D Shareholder's identifying number 261-79-5333	
E Shareholder's name, address, city, state, and ZIP code CHERYL WASHINGTON 1281 NORTH OCEAN DRIVE, #166 SINGER ISLAND, FL 33404	
F Shareholder's percentage of stock ownership for tax year 50.00000 %	
FOR IRS USE ONLY	

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items			
1	Ordinary business income (loss)	13	Credits
			279,914.
2	Net rental real estate income (loss)		
3	Other net rental income (loss)		
4	Interest income		68.
5 a	Ordinary dividends		
5 b	Qualified dividends	14	Foreign transactions
6	Royalties		
7	Net short-term capital gain (loss)		
8 a	Net long-term capital gain (loss)		
8 b	Collectibles (28%) gain (loss)		
8 c	Unrecaptured section 1250 gain		
9	Net section 1231 gain (loss)		
10	Other income (loss)	15	Alternative minimum tax (AMT) items
		A	111.
11	Section 179 deduction	16	Items affecting shareholder basis
	250,000.	C	5,418.
12	Other deductions	D	24,564.
		17	Other information
		A	68.

*See attached statement for additional information.

This list identifies the codes used on Schedule K-1 for all shareholders and provides summarized reporting information for shareholders who file Form 1040. For detailed reporting and filing information, see the separate Shareholder's Instructions for Schedule K-1 and the instructions for your income tax return.

1	Ordinary business income (loss). Determine whether the income (loss) is passive or nonpassive and enter on your return as follows:	<i>Report on</i>
	Passive loss	See the Shareholder's Instructions
	Passive income	Schedule E, line 28, column (g)
	Nonpassive loss	Schedule E, line 28, column (h)
	Nonpassive income	Schedule E, line 28, column (j)
2	Net rental real estate income (loss)	See the Shareholder's Instructions
3	Other net rental income (loss)	See the Shareholder's Instructions
	Net income	Schedule E, line 28, column (g)
	Net loss	See the Shareholder's Instructions
4	Interest income	Form 1040, line 8a
5 a	Ordinary dividends	Form 1040, line 9a
5 b	Qualified dividends	Form 1040, line 9b
6	Royalties	Schedule E, line 4
7	Net short-term capital gain (loss)	Schedule D, line 5
8 a	Net long-term capital gain (loss)	Schedule D, line 12
8 b	Collectibles (28%) gain (loss)	28% Rate Gain Worksheet, line 4 (Schedule D instructions)
8 c	Unrecaptured section 1250 gain	See the Shareholder's Instructions
9	Net section 1231 gain (loss)	See the Shareholder's Instructions
10	Other income (loss)	See the Shareholder's Instructions
	<i>Code</i>	
	A Other portfolio income (loss)	See the Shareholder's Instructions
	B Involuntary conversions	See the Shareholder's Instructions
	C Sec. 1256 contracts and straddles	Form 6781, line 1
	D Mining exploration costs recapture	See Pub 535
	E Other income (loss)	See the Shareholder's Instructions
11	Section 179 deduction	See the Shareholder's Instructions
12	Other deductions	
	A Cash contributions (50%)	See the Shareholder's Instructions
	B Cash contributions (30%)	
	C Noncash contributions (50%)	
	D Noncash contributions (30%)	
	E Capital gain property to a 50% organization (30%)	
	F Capital gain property (20%)	
	G Contributions (100%)	
	H Investment interest expense	Form 4952, line 1
	I Deductions — royalty income	Schedule E, line 19
	J Section 59(e)(2) expenditures	See the Shareholder's Instructions
	K Deductions — portfolio (2% floor)	Schedule A, line 23
	L Deductions — portfolio (other)	Schedule A, line 28
	M Preproductive period expenses	See the Shareholder's Instructions
	N Commercial revitalization deduction from rental real estate activities	See Form 8582 instructions
	O Reforestation expense deduction	See the Shareholder's Instructions
	P Domestic production activities information	See Form 8903 instructions
	Q Qualified production activities income	Form 8903, line 7b
	R Employer's Form W-2 wages	Form 8903, line 17
	S Other deductions	See the Shareholder's Instructions
13	Credits	
	A Low-income housing credit (section 42(j)(5)) from pre-2008 buildings	See the Shareholder's Instructions
	B Low-income housing credit (other) from pre-2008 buildings	
	C Low-income housing credit (section 42(j)(5)) from post-2007 buildings	
	D Low-income housing credit (other) from post-2007 buildings	
	E Qualified rehabilitation expenditures (rental real estate)	
	F Other rental real estate credits	
	G Other rental credits	
	H Undistributed capital gains credit	Form 1040, line 71, box a
	I Biofuel producer credit	See the Shareholder's Instructions
	J Work opportunity credit	
	K Disabled access credit	
	L Empowerment zone employment credit	
	M Credit for increasing research activities	

<i>Code</i>		<i>Report on</i>
N	Credit for employer social security and Medicare taxes	See the Shareholder's Instructions
O	Backup withholding	
P	Other credits	
14	Foreign transactions	
A	Name of country or U.S. possession	Form 1116, Part I
B	Gross income from all sources	
C	Gross income sourced at shareholder level	
	<i>Foreign gross income sourced at corporate level</i>	
D	Passive category	Form 1116, Part I
E	General category	
F	Other	
	<i>Deductions allocated and apportioned at shareholder level</i>	
G	Interest expense	Form 1116, Part I
H	Other	Form 1116, Part I
	<i>Deductions allocated and apportioned at corporate level to foreign source income</i>	
I	Passive category	Form 1116, Part I
J	General category	
K	Other	
	<i>Other information</i>	
L	Total foreign taxes paid	Form 1116, Part II
M	Total foreign taxes accrued	Form 1116, Part II
N	Reduction in taxes available for credit	Form 1116, line 12
O	Foreign trading gross receipts	Form 8873
P	Extraterritorial income exclusion	Form 8873
Q	Other foreign transactions	See the Shareholder's Instructions
15	Alternative minimum tax (AMT) items	
A	Post-1986 depreciation adjustment	See the Shareholder's Instructions and the Instructions for Form 6251
B	Adjusted gain or loss	
C	Depletion (other than oil & gas)	
D	Oil, gas, & geothermal — gross income	
E	Oil, gas, & geothermal — deductions	
F	Other AMT items	
16	Items affecting shareholder basis	
A	Tax-exempt interest income	Form 1040, line 8b
B	Other tax-exempt income	See the Shareholder's Instructions
C	Nondeductible expenses	
D	Distributions	
E	Repayment of loans from shareholders	
17	Other information	
A	Investment income	Form 4952, line 4a
B	Investment expenses	Form 4952, line 5
C	Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions
D	Basis of energy property	See the Shareholder's Instructions
E	Recapture of low-income housing credit (section 42(j)(5))	Form 8611, line 8
F	Recapture of low-income housing credit (other)	Form 8611, line 8
G	Recapture of investment credit	See Form 4255
H	Recapture of other credits	See the Shareholder's Instructions
I	Look-back interest — completed long-term contracts	See Form 8697
J	Look-back interest — income forecast method	See Form 8866
K	Dispositions of property with section 179 deductions	See the Shareholder's Instructions
L	Recapture of section 179 deduction	
M	Section 453(l)(3) information	
N	Section 453A(c) information	
O	Section 1260(b) information	
P	Interest allocable to production expenditures	
Q	CCF nonqualified withdrawals	
R	Depletion information — oil and gas	
S	Amortization of reforestation costs	
T	Section 108(l) information	
U	Net investment income	
V	Other information	

**Depreciation and Amortization
(Including Information on Listed Property)**

2013

Department of the Treasury
Internal Revenue Service (99)

▶ See separate instructions. ▶ Attach to your tax return.

Attachment
Sequence No. **179**

Name(s) shown on return

D. B. E. MANAGEMENT, INC.

Identifying number
20-1331070

Business or activity to which this form relates

Form 1120S Line 21

Part I Election To Expense Certain Property Under Section 179

Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount (see instructions)	1	500,000.
2	Total cost of section 179 property placed in service (see instructions)	2	662,703.
3	Threshold cost of section 179 property before reduction in limitation (see instructions)	3	2,000,000.
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	0.
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions.	5	500,000.
6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost
	EQUIPMENT	604,340.	500,000.
7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	500,000.
9	Tentative deduction. Enter the smaller of line 5 or line 8	9	500,000.
10	Carryover of disallowed deduction from line 13 of your 2012 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5 (see instrs)	11	500,000.
12	Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11.	12	500,000.
13	Carryover of disallowed deduction to 2014. Add lines 9 and 10, less line 12.	13	0.

Note: Do not use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.) (See instructions.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year (see instructions)	14	52,170.
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	

Part III MACRS Depreciation (Do not include listed property.) (See instructions.)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2013.	17	49,928.
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here.		<input type="checkbox"/>

Section B – Assets Placed in Service During 2013 Tax Year Using the General Depreciation System

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only — see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19 a 3-year property						
b 5-year property						
c 7-year property		52,170.	7.0 yrs	HY	200 DB	7,453.
d 10-year property						
e 15-year property						
f 20-year property						
g 25-year property			25 yrs		S/L	
h Residential rental property			27.5 yrs	MM	S/L	
i Nonresidential real property			27.5 yrs	MM	S/L	
			39 yrs	MM	S/L	
				MM	S/L	

Section C – Assets Placed in Service During 2013 Tax Year Using the Alternative Depreciation System

20 a Class life					S/L	
b 12-year			12 yrs		S/L	
c 40-year			40 yrs	MM	S/L	

Part IV Summary (See instructions.)

21	Listed property. Enter amount from line 28	21	35,018.
22	Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations — see instructions	22	144,569.
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

Part V Listed Property (Include automobiles, certain other vehicles, certain computers, and property used for entertainment, recreation, or amusement.)

Note: For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete **only 24a, 24b, columns (a) through (c) of Section A, all of Section B, and Section C** if applicable.

Section A – Depreciation and Other Information (Caution: See the instructions for limits for passenger automobiles.)

24 a Do you have evidence to support the business/investment use claimed? **Yes** **No** **24 b** If 'Yes,' is the evidence written? **Yes** **No**

(a) Type of property (list vehicles first)	(b) Date placed in service	(c) Business/ investment use percentage	(d) Cost or other basis	(e) Basis for depreciation (business/investment use only)	(f) Recovery period	(g) Method/ Convention	(h) Depreciation deduction	(i) Elected section 179 cost
25 Special depreciation allowance for qualified listed property placed in service during the tax year and used more than 50% in a qualified business use (see instructions)							25	29,182.
26 Property used more than 50% in a qualified business use:								
2013 GMC SIERRA	01/02/13	100.00	58,363.	29,181.	5.00	200 DB-HY	5,836.	
27 Property used 50% or less in a qualified business use:								
							28	35,018.
							29	

Section B – Information on Use of Vehicles

Complete this section for vehicles used by a sole proprietor, partner, or other 'more than 5% owner,' or related person. If you provided vehicles to your employees, first answer the questions in Section C to see if you meet an exception to completing this section for those vehicles.

	(a) Vehicle 1		(b) Vehicle 2		(c) Vehicle 3		(d) Vehicle 4		(e) Vehicle 5		(f) Vehicle 6	
	Yes	No										
30 Total business/investment miles driven during the year (do not include commuting miles)												
31 Total commuting miles driven during the year												
32 Total other personal (noncommuting) miles driven												
33 Total miles driven during the year. Add lines 30 through 32												
34 Was the vehicle available for personal use during off-duty hours?												
35 Was the vehicle used primarily by a more than 5% owner or related person?												
36 Is another vehicle available for personal use?												

Section C – Questions for Employers Who Provide Vehicles for Use by Their Employees

Answer these questions to determine if you meet an exception to completing Section B for vehicles used by employees who are not more than 5% owners or related persons (see instructions).

	Yes	No
37 Do you maintain a written policy statement that prohibits all personal use of vehicles, including commuting, by your employees?		
38 Do you maintain a written policy statement that prohibits personal use of vehicles, except commuting, by your employees? See the instructions for vehicles used by corporate officers, directors, or 1% or more owners		
39 Do you treat all use of vehicles by employees as personal use?		
40 Do you provide more than five vehicles to your employees, obtain information from your employees about the use of the vehicles, and retain the information received?		
41 Do you meet the requirements concerning qualified automobile demonstration use? (See instructions.)		

Note: If your answer to 37, 38, 39, 40, or 41 is 'Yes,' do not complete Section B for the covered vehicles.

Part VI Amortization

(a) Description of costs	(b) Date amortization begins	(c) Amortizable amount	(d) Code section	(e) Amortization period or percentage	(f) Amortization for this year
42 Amortization of costs that begins during your 2013 tax year (see instructions):					
					43
43 Amortization of costs that began before your 2013 tax year.					44
44 Total. Add amounts in column (f). See the instructions for where to report					

Form 1120S, Page 1, Line 19

Other Deductions

BANK SERVICE CHARGES	909.
INSURANCE EXPENSE	53,167.
LICENSES & PERMITS	5,502.
MEALS AND ENTERTAINMENT (50%)	10,837.
OFFICE SUPPLIES & EXPENSE	5,741.
PAYROLL PROCESSING FEES	3,511.
PROFESSIONAL FEES	4,075.
STORAGE EXPENSE	16,000.
TELEPHONE EXPENSE	5,206.
TRAVEL EXPENSE	3,398.
TRUCK EXPENSES	169,553.
UNIFORM EXPENSE	1,843.
Total	279,742.

Other Current Liabilities:

1120S, Schedule L, Line 18

Other Current Liabilities:	Beginning of tax year	End of tax year
CREDIT CARD PAYABLE	0.	8,210.
Total	0.	8,210.

Form 1120S, Page 5, Schedule M-2, Line 3

Schedule M-2, Other Additions

INTEREST INCOME	136.	
Total	136.	

Form 1120S, Page 5, Schedule M-2, Line 5

Schedule M-2, Other Reductions

SECTION 179 EXPENSE	500,000.	
MEALS AND ENTERTAINMENT	10,836.	
Total	510,836.	

Form 1125, Line 5

Other Costs Statement

EQUIPMENT RENTAL	29,546.
Total	29,546.



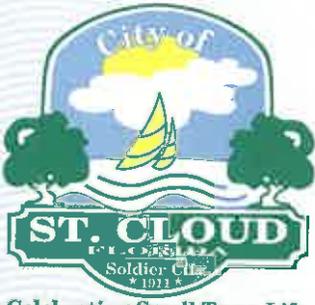
TAB 6 - PROHIBITION NON-COLLUSION/CONFLICT
DISCLOSURE STATEMENT



“The respondent, DBE MANAGEMENT dba DBE UTILITY SERVICES certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this solicitation the information provided has been arrived at independently, without consultation, communication, or agreement with any other respondent or with any competitor for the purpose of restricting competition, or in any other way influencing the competitive arena.



TAB 7 – OPTIONAL INFORMATION



Celebrating Small Town Life

Veronica Miller
Public Services
Administrator

June 22, 2015

Angela Farmer
Business Administration
Manager

Tammie Alloë
DBE Management, Inc.
1281 N. Ocean Dr. #166
Singer Island, FL 33404

Chris Fasnacht
Deputy Director -
Operations

Tammie:

Kevin Felblinger, P.E.
Engineering Manager

This letter is provided as a recommendation of construction services for your company. DBE Services provided construction services associated with a reclaim water project, namely the "TWA Reclaim Interconnect Project". The project involved 10,500 feet of HDPE and PVC reclaimed water main constructed along Lakeshore Boulevard in St. Cloud, FL. The work involved both "cut and cover" and bored sections.

The Notice to Proceed was issued on January 22, 2015 and Final Completion was achieved on April 15, 2015. The Final adjusted Contract Value was approximately \$1.2 Million. The City staff was pleased with the work accomplished by DBE and found them easy to work with. The project required right-of-way permitting from Osceola County and numerous MOT challenges on a busy roadway, and DBE performed the services in a safe and productive way. We would enjoy the opportunity to work with DBE in the future and support them proposing on future City projects.

Sincerely,

Michael P. Maroney, P.E.
Engineer IV, Public Services
City of St. Cloud

EXHIBIT B

**"ORIGINAL REQUEST FOR QUALIFICATION AS ISSUED BY CITY,
INCLUDING ALL ADDENDA"**



City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement & Contracting Services Division

Lenora Darden, CPPB
Procurement Manager
ldarden@ci.stuart.fl.us

Telephone (772) 288-5308
Fax: (772) 600-0134
www.cityofstuart.us

LEGAL NOTICE FOR RFQ# 2015-156

REQUEST FOR QUALIFICATIONS UNDERGROUND UTILITY CONSTRUCTION SERVICES

The Stuart City Commission, Stuart, Florida, invites proposals from qualified contractors for Underground Utility Construction Services for the construction of water and sewer mains, services, and appurtenances in various locations throughout the City of Stuart's Utility Service Area.

Description: The intent of this solicitation is to pre-qualify three (3) contractors for this work. The initial part of the process is the issuance of this Request for Qualifications (RFQ), which will result in a listing of the qualified contractors who submit a response. Only those pre-qualified Contractors will be invited to submit bids for the underground utility construction services on an "as needed" basis, for an initial contract period of one (1) year with two one year renewals.

A complete RFQ package, which contains submittal information and response format, can be requested from Onvia DemandStar at <http://www.demandstar.com>, or by calling (800) 711-1712. A complete RFQ package (at no charge) may also be obtained by contacting the City's Procurement & Contracting Services Division by calling (772) 288-5308 or by email at purchasing@ci.stuart.fl.us. The City of Stuart is not responsible for the content of any RFQ package received through any 3rd party service or any source other than DemandStar by Onvia or the City of Stuart Procurement & Contracting Services Division. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any other source than the City of Stuart or DemandStar. Questions concerning terms, conditions and/or specifications will be accepted by the Stuart Procurement & Contracting Services Division until 4:00 pm, Wednesday, June 17, 2015. **Contact Stuart Procurement & Contracting Services Division at purchasing@ci.stuart.fl.us or by fax at (772) 600-0134.**

Firms desiring to provide the Underground Utility Construction Services described above shall submit one (1) original, marked "**ORIGINAL**", seven (7) copies, each marked "**COPY**", and one (1) electronic copy on a CD, PDF format preferred, of their proposals, containing all of the requested qualification data **by 2:30 pm, Wednesday, June 24, 2015.** Submittals will be accepted by overnight delivery, U.S. Mail, or by hand delivery in the Procurement & Contracting Services Division, City Hall, 121 SW Flagler Avenue, Stuart, Florida 34994. Submittals received after that date and time will not be accepted or considered and will be retained unopened. Submittals will be opened as soon as practicable thereafter in the City Hall, 1st Floor Conference Room, 121 SW Flagler Avenue, Stuart, Florida. **A Letter of Bonding must be submitted with the proposal submittal.**

In compliance with the Americans with Disabilities Act (ADA), anyone desiring to attend this proposal opening who needs a special accommodation should contact the City's ADA coordinator at 772-288-5306 or TDD at 772-288-5302 at least 48 hours in advance of the meeting, excluding Saturday and Sunday.

Mail/Overnight/Hand Deliver Submittal Responses to:
Stuart City Hall
Procurement & Contracting Services Office
121 S.W. Flagler Avenue
Stuart, Florida 34994

Mark outside of envelope: RFQ# 2015-156 "Underground Utility Construction Services"

Publish Date: June 3, 10, 2015

Stuart City Commission
City of Stuart

Table of Contents

PART I – GENERAL INFORMATION	4
1.1 OVERVIEW.....	4
1.2 DEFINITIONS	4
1.3 LOCATION OF OPENING	4
1.4 PRE-QUALIFIED CONTRACTORS.....	4
1.5 DEVELOPMENT COSTS	4
1.6 INQUIRIES.....	4
1.7 DELAYS	5
1.8 QUALIFICATION SUBMISSION & WITHDRAWAL	5
1.9 ADDENDA	6
1.10 EQUAL OPPORTUNITY.....	6
1.11 INSURANCE.....	6
1.12 PUBLIC ENTITY CRIMES.....	6
1.13 SUSPENDED VENDOR	6
1.14 SUBCONTRACTING.....	6
1.15 PROPOSAL AS PUBLIC DOMAIN	7
1.16 PUBLIC RECORDS	7
1.17 LICENSES & PERMITS	7
A Licenses.....	7
B Permits	7
C Business Tax Receipt	7
1.18 WARRANTY/GUARANTEE.....	8
1.19 OTHER GOVERNMENTAL ENTITIES	8
1.20 CONTRACT TERM	8
A Contract Period.....	8
B Option to Extend	8
C Contract Amendment	8
1.21 NON-EXCLUSIVE CONTRACT	9
1.22 ESTIMATED QUANTITIES.....	9
1.23 DEFAULT.....	9
1.24 SAFETY STANDARDS	9
1.25 BACKGROUND INFORMATION	9
1.26 REFERENCES/RECORD CHECK	9
1.27 COMPETENCY OF RESPONDENTS	9
1.28 PERFORMANCE EVALUATION.....	10
PART II – STATEMENT OF WORK	10
2.1 WORK OBJECTIVE.....	10
2.2 PREQUALIFICATIONS & EXPERIENCE REQUIREMENTS.....	11
A Company Qualifications.....	11
B Project Experience & References.....	12
C Equipment	12
D Prequalification Bond Requirements.....	12
2.3 SERVICING PROCEDURES FOR PREQUALIFIED CONTRACTORS.....	12
2.4 CONTRACTOR RESPONSIBILITIES	13
2.5 START OF WORK & COMPLETION TIME.....	14
2.6 BOND REQUIREMENTS	14
A Bond Guarantee.....	14
B P & P Bonds.....	15
2.7 INSPECTION & DIRECTION	15
A Pre-Inspection	15
B Inspection Reporting	15
C Final Inspection.....	15
2.8 INVOICING AND PAYMENT	15
2.9 BUSINESS OPERATIONS	15
A Hours of Operation.....	15
B Inclement Weather Conditions.....	16

C	Observed Holidays	16
2.10	PROTECTION OF PROPERTY	16
PART III – INSTRUCTIONS FOR PREPARING SUBMISSIONS.....		
3.1	RULES FOR SUBMISSION.....	16
3.2	PROPOSAL FORMAT	16
	Letter of Transmittal.....	17
	T1 Company Qualifications	17
	T2 Project Experience & References	17
	T3 Equipment.....	18
	T4 Insurance & Bonding	18
	T5 Financial Capacity	18
	T6 Disclosure Statements.....	18
	T7 Optional Information	19
	T8 Addenda.....	19
PART IV – EVALUATION OF SUBMISSIONS.....		
4.1	EVALUATION METHOD AND CRITERIA	19
	A General.....	19
	B Selection.....	19
	B Interviews.....	19
	D Award.....	19
	E Contact Person	20
4.2	TERMS AND CONDITIONS.....	20
4.3	PROPOSED AGREEMENT	20
PART V – ATTACHMENT		
5.1	BID SCHEDULE	22
5.2	INSURANCE REQUIREMENTS	25
5.3	WARRANTIES.....	28
5.4	SAFETY STANDARDS CERTIFICATION	30
5.5	TRENCH SAFETY	31
5.6	SUBCONTRACTORS LIST.....	32
5.7	PUBLIC ENTITY CRIMES.....	33
5.8	SAMPLE MASTER AGREEMENT.....	35
5.9	WORK ORDER REQUEST	44
EXHIBIT A – GENERAL CONSTRUCTION CONDITIONS		
1	CONTRACT	45
2	DEFINITIONS	45
3	APPLICATION OF SPECIFICATIONS	47
4	REFERENCE TO STANDARDS	47
5	TIME OF STARTING WORK	48
6	TIME OF COMPLETION	48
7	LIQUIDATED DAMAGES	48
8	REIMBURSEMENT OF ENGINEERING EXPENSES	49
9	EXTENSION OF TIME.....	49
10	SCHEDULE OF WORK.....	49
11	CONTROL OF THE WORK	49
12	INSPECTION.....	50
13	OWNER’S RIGHT TO TERMINATE CONTRACT	50
14	SUSPENSION OF WORK DUE TO WEATHER.....	50
15	CONTRACTOR’S UNDERSTANDING	50
16	CONTRACTOR’S RESPONSIBILITY.....	51
17	SUPERINTENDENCE	51
18	EMPLOYEES	51
19	SUBCONTRACTOR	51
20	AGREEMENTS WITH PROPERTY OWNERS.....	51
21	BASIS OF PAYMENT	51
22	PAYMENTS	51

23	PURCHASING CARD PROGRAM.....	52
24	FINAL PAYMENT.....	52
25	QUANTITIES.....	53
26	EXTRA WORK.....	53
27	OMITTED WORK.....	54
28	DISPUTED WORK.....	54
29	LIABLE.....	54
30	PERMITS & PROTECTION OF PUBLIC.....	55
31	ROYALTIES & PATENTS.....	55
32	INSURANCE.....	55
33	INDEMNITY.....	55
34	INSURANCE COVERING SPECIAL HAZARDS.....	56
35	CONTINGENT LIABILITY.....	57
36	PROOF OF CARRIAGE OF INSURANCE.....	57
37	SANITARY REGULATIONS.....	57
38	SHANTIES.....	57
39	PROTECTION OF WORK & MATERIALS.....	57
40	COPIES FURNISHED TO CONTRSTOR.....	57
41	INTERPRETATION OF PLANS & SPECIFICATIONS.....	57
42	CONTRACTOR TO CHECK PLANS & DATA.....	58
43	SUPPLEMENTARY DRAWINGS.....	58
44	APPROVAL.....	58
45	MATERIALS & MANUFACTURED ARTICLES.....	59
46	SAFEGUARDING MARKS.....	60
47	EXISTING UTILITY SERVICE.....	60
48	SALES TAX ON PUBLIC WORKS CONSTRUCTION CONTRACTS.....	60
49	JOB DESCRIPTION SIGNS.....	60
50	PERMITS.....	61
51	CALENDAR.....	61
52	REGULATIONS.....	61
53	TESTING.....	61
54	FLORIDA EAST COAST RIGHT-OF-WAY.....	62
55	LOCATING UNDERGROUND UTILITIES.....	62
56	DAMAGE TO PUBLIC OR PRIVATE PROPERTY.....	62
57	HURRICANE & STORM WARNINGS.....	63
58	DUST PREVENTION.....	63
59	PLACING BARRICADES & WARNING LIGHTS.....	63
60	POWER/UTILITIES.....	63
61	TRAFFIC CONTROL.....	63
62	PHOTOGRAPHIC DOCUMENTATION OF JOB SITE.....	63
63	ACCESSIBILITY STANDARDS.....	64
64	RECORD DRAWINGS.....	64
65	UTILITY HOOK UP.....	65
66	ADDITIONAL REQUIREMENTS.....	65

RFQ #2015-156
REQUEST FOR QUALIFICATIONS
UNDERGROUND UTILITY CONSTRUCTION SERVICES

PART I GENERAL INFORMATION

1.1 OVERVIEW

The City of Stuart is seeking to pre-qualify experienced, licensed contractors capable of providing underground utility construction services in various locations within the City of Stuart Utility Service Area as specified herein.

1.2 DEFINITIONS

"Proposer" shall mean vendors, contractors, consultants, respondents, organizations, firms, or other persons submitting a response to this Request for Qualification.

1.3 ISSUING OFFICE AND LOCATION OF PROPOSAL OPENING

Procurement & Contracting Services Division
City of Stuart Annex
121 S.W. Flagler Avenue
Stuart, Florida 34994

1.4 PRE-QUALIFIED CONTRACTORS

This RFQ shall prequalify contractors that are deemed responsive and responsible, and qualified to provide the work as specified. Proposer should submit a complete package to be considered responsive in order for the City to fully evaluate the firm's qualifications. Subsequently, the City will issue work order requests to only those contractors prequalified in this RFQ.

The proposer understands that this RFQ does not constitute an offer or a contract with the City. A contract shall not be deemed to exist, and is not binding, until proposals are reviewed and accepted by the City and executed by all parties.

The City reserves the right to reject all proposals, to waive non-material, technical variances in the proposal, to abandon the project or to solicit and re-advertise for other proposals. The City may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter.

1.5 DEVELOPMENT COSTS

Neither the City, nor its' representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFQ. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFQ.

1.6 INQUIRIES

The City will not respond to oral inquiries. Interested proposers may contact the Procurement Division, City Hall, 121 SW Flagler Avenue, Stuart, FL 34994, email: purchasing@ci.stuart.fl.us or facsimile: (772) 600-0134 regarding questions about this solicitation. The Procurement Office will also receive written requests for clarification

concerning the meaning or interpretation of this RFQ, until seven (7) days prior to the submittal date. Questions shall be faxed or emailed with reference to the RFQ number. All proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City through written communication with the City prior to opening of the proposals.

Respondents may not contact any member of the selection committee, City employee or City elected official during this solicitation process. All questions or requests for clarification must be routed through the Procurement and Contracting Services Division.

1.7 DELAYS

The City may delay scheduled due dates, if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addenda submitted to the City.

1.8 QUALIFICATION SUBMISSION AND WITHDRAWAL

The City will receive all proposals at the following addresses:

**Stuart City Hall
Procurement & Contracting Services Division
121 S.W. Flagler Avenue
Stuart, Florida 34994**

To facilitate processing, please mark the outside of the envelope as follows: **RFQ #2015-156 “Underground Utility Construction Services”** The envelope shall also include the proposer's return address.

Respondents shall submit one (1) original and six (6) copies of the proposal submittal in a sealed envelope marked as noted above. A proposer may submit the proposal by personal delivery, mail, or express shipping service.

***THE CITY MUST RECEIVE ALL PROPOSALS BY
2:30 P.M. ON WEDNESDAY, JUNE 24, 2015.***

Due to the irregularity of mail service, the City cautions proposers to assure actual delivery of mailed or hand-delivered proposals directly to the City's Procurement and Contracting Services Division, as specified above, prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (772) 288-5320, before proposal closing time. A proposal received by the City Procurement Office after the established deadline will be refused or retained unopened.

Proposers may withdraw their proposal submissions by notifying the City in writing at any time prior to the deadline for proposal submittal. Proposers may withdraw their submissions in person or by an authorized representative. Proposers and authorized representatives must provide the letter of withdrawal, picture identification, proof of authorization (in the case of authorized representatives), and provide the City with a signed receipt for the withdrawn proposal. After the deadline, proposals once opened, become a public record of the City and are subject to the provisions of the Florida Public Records Law. As such they are subject to public disclosure in accordance with Chapter 119, Florida Statutes.

1.9 ADDENDA

If revisions become necessary, the City will provide written addenda to all respondents who received the Request for Qualifications. All addenda issued by the City of Stuart in regard to this RFQ shall be acknowledged. Failure to acknowledge all addenda may result in disqualification.

The City will make every effort to notify registered Proposers by email that an addendum has been made to the RFQ. The City shall not be responsible for providing notice of addenda to potential proposers who receive a RFQ package from sources other than the City or DemandStar by Onvia.

All addenda issued by the City must be acknowledged within the proposal at the time it is submitted to the City.

1.10 EQUAL OPPORTUNITY

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises.

1.11 INSURANCE

The respondent shall provide proof of insurance coverage reflecting the minimum amounts and coverages as required by the City (Item 5.1).

1.12 PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit proposals or contract with the City for construction of a public building or public works; may not submit bids for leases of real property to a 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 for in s. 287 for CATEGORY TWO for a period of 36 months from the date being placed on the convicted vendor list. Questions regarding this statement should be directed to the State of Florida, Bureau of State Procurement (850) 488-8440.

1.13 SUSPENDED VENDOR

An entity or affiliate who has been placed on the State of Florida Suspended Vendor List will not be considered for award. The Suspended Vendor List is available on the State's website at:

http://dms.myflorida.com/business_operations/state_purchasing/vendor_information

1.14 SUBCONTRACTING

Subcontracting is discouraged, however when the project necessitates the use of subcontractors, the City shall have the right to review a list of proposed subcontractors and approve or disapprove any contractor, subcontractor, vendor or material supplier due to prior problems in the area of delivery, performance or quality of work.

1.15 **PROPOSAL AS PUBLIC DOMAIN**

All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of chapter 119, Florida Statutes. The proposal will become part of the public domain upon opening. **Vendors shall not submit pages marked “proprietary” or otherwise “restricted”.**

1.16 **PUBLIC RECORDS:** In compliance with F.S. 119.0701 the Contractor shall:

- A. Keep and maintain public records that would ordinarily and necessarily be required by the public agency in order to perform the service. This includes, without limitation, any and all financial, accounting, operational or service records or reports kept, generated or issued as a normal part of the services provided.
- B. Provide the public with access to these public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- C. Ensure that public records that are considered exempt or confidential, and therefore exempt from public records disclosure requirements, are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Professional upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- E. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency."
- F. If the Contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the Contract.

1.17 **LICENSES AND PERMITS**

- A. **Licenses:** Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of RFQ receipt. The proposal of any Proposer that is not fully licensed and certified shall be rejected.
- B. **Permits:** Based on the statement of work being performed, it shall be the responsibility of the successful proposer to obtain any and all permits required to complete this service. A copy of these licenses and permits shall be submitted prior to commencement of work. All required permitting applications and fees associated with the underground utility construction shall be the responsibility of the Contractor. Sealed engineered drawings must be presented to the permitting department.
- C. **Business Tax Receipt:** Proposer shall comply with Business Tax Receipt requirements for their business location. A copy of the business tax receipt or proof of exemption shall be included with the submittal package.

1.18 WARRANTY/GUARANTEE

The successful proposer shall warranty all equipment furnished against defect in materials and/or workmanship for a period of one (1) year from date of acceptance of installation by the City of Stuart. Should any defect in materials or workmanship, excepting ordinary wear and tear, appear during the above stated warranty period, the successful proposer shall repair or replace same at no cost to the City of Stuart, immediately upon written notice from the City's Project Manager.

1.19 OTHER GOVERNMENTAL ENTITIES

When there is sufficient capacity or quantities available, awarded bidder may provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms, conditions, and prices of the RFQ and resulting contract. Prices shall be F.O.B. Destination to the requesting agency. Each governmental entity allowed to use this contract shall do so independent of any other governmental entity.

1.20 CONTRACT TERM

At all times during the term of the contract, the successful Contractor shall act as an independent Contractor and at no time shall be considered an agent or partner of the City.

- A. **Contract Period:** This contract shall be awarded for an initial term of one (1) year subsequent to approval by the proper City authorities. The contract may be renewed for two (2) additional one year periods provided both the successful bidder and the City agree and all terms and conditions remain the same. Any contract or amendment resulting from this solicitation shall be subject to fund availability and mutual written agreement between the City and the successful proposer. Extension of the contract for additional thirty (30) day periods for the convenience of either party shall be permissible at the mutual consent of both parties.
- B. **Option to Extend:** The performance period of any contract resulting from this solicitation may be extended upon mutual agreement between the contractor and the City of Stuart with no change in terms or conditions. Any extension of performance period under this provision shall be in one-year increments. The contract may be renewed for two (2) additional one-year periods, provided both parties are in agreement. Total contract length, including individual one-year extensions, shall not exceed three (3) years. Consideration of price increases at each renewal period will be given provided such escalations are justified, reasonable and acceptable to the City. Any price increases must be documented and approved by the City of Stuart. It is also expected that de-escalation of prices will be extended to the City if the market so reflects.
- C. **Contract Amendment:** The City may require additional services of a similar nature, but not specifically identified in the contract. The Contractor agrees to provide such items/services, and shall provide the City prices on such additional items or services based upon a formula or method which is the same or similar to that used in establishing the prices in this proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items/services from other vendors or to cancel the contract. Furthermore, the City reserves the right to delete or revise items and services under this proposal at any time during the

contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period. Items revised must be mutually agreed upon in writing by the Contractor.

1.21 NON EXCLUSIVE CONTRACT

CONTRACTOR agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

1.22 ESTIMATED QUANTITIES

It shall be understood and agreed that quantities designated herein are estimated only and may be increased or decreased in accordance with the actual requirements of the City. The City may require modifications and changes to this contract, as it relates to quantities, areas, frequency of services and specified services. Estimated usage is for evaluation purposes and shall not be construed as a guarantee of quantities for installation services. Actual quantities of services needed may vary depending upon each project, priorities and budgeting. The Contractor shall provide the City with the cost for such additional services. All rates shall be in accordance with the unit cost structure submitted by the contractor and accepted by the City.

1.23 DEFAULT

In the event that the awarded Contractor cannot respond adequately to the needs of the City by reason of equipment failure or any other reason, the Contractor shall advise the City, as soon as possible, and further advise as to the length of said inability. The City may then consider said inability to be a breach of this Contract and may undertake the necessary work through the remaining prequalified Contractors or its own services.

1.24 SAFETY STANDARDS

The Contractor shall comply will all safety standards and regulations as required by the City of Stuart, OSHA and any other local, state or federal regulations that may be applicable with this RFQ.

1.25 BACKGROUND INFORMATION

As part of the evaluation process, the City reserves the right, to require a Proposer to submit such evidence of his/her qualifications as it may deem necessary, and may consider any evidence available to it as to the qualifications and abilities of the Proposer, including past performance (experience) with the City by the Proposer or any of their Owners.

1.26 REFERENCES/RECORD CHECK

As part of the evaluation process, the City may conduct an investigation of references, including but not limited to, a record check of consumer affairs complaints. Proposer's submission of their RFQ constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Proposer's qualifications.

1.27 COMPETENCY OF RESPONDENTS

Pre-award inspection of the proposer's facility may be required. Proposals will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this RFQ and who can provide evidence that they have established a

satisfactory record of performance to insure that they can satisfactorily execute the services under the terms and conditions stated herein. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

1.28 PERFORMANCE EVALUATION

Throughout the contract period the vendor(s) performance will be monitored by City staff. If vendor performance fails to meet the standards specified and receives an unacceptable rating, the City may without cause and without prejudice to any other right or remedy, terminate the contract whenever the City determines that such termination is in the best interest of the City. Vendor's receiving an unacceptable rating will be notified by certified mail. Contract termination shall be served by written notice by the Procurement and Contracting Services Division.

PART II STATEMENT OF WORK

2.1 WORK OBJECTIVE

The City of Stuart, as part of its infrastructure improvements and future replacement, repair and/or maintenance projects, is seeking to award the top three most qualified contractors to provide underground utility construction services on a per project basis. Each project scope will be quoted by the three top ranked qualifiers and awarded to the lowest most responsive and responsible bidder.

The City shall solicit bids by work order request for various utility projects. Qualification or contract award under this solicitation will not guarantee that any specific amount of work, tasks, assignments or fees will be awarded under the contract.

The top three ranked prequalified contractor(s) will be awarded a master agreement with the City for low pressure sewer system installations in specific areas of the City. Project services shall include, but not be limited to, furnishing all labor, equipment and materials necessary for the installation of underground utilities through the City of Stuart, which may include, but not be limited to, the following items:

The Snug Harbor low pressure sewer system will provide sewer service to approximately 100 residential properties that abut the St. Lucie River. The project consists of approximately 6,000 linear feet of force main (2-inch to 3-inch diameter), valves, fittings, and appurtenances. The sewage from this basin shall discharge westerly to Lift Station P-68. Lift station P-68 will be upgraded.

The North Stuart low pressure sewer system will provide sewer service to 618 new residential and 195 commercial properties. The project consists of approximately 10,400 lineal feet of low pressure force main (2-inch to 6-inch diameter), valves, fittings, and appurtenances. The sewage from this basin shall discharge into several exiting lift stations that will be upgraded.

The Dolphin low pressure sewer system will provide sewer service to approximately 132 residential properties. The project consists of approximately 3,000 linear feet of low pressure force main (2-inch to 3-inch diameter), 3,400 linear feet of gravity sewer, valves, fittings, and appurtenances. The sewage from this basin shall discharge into Lift Station C-3 that will be upgraded.

The Poppelton low pressure sewer system will provide sewer service to approximately 94 residential and 15 commercial properties. The project consists of approximately 5,600 linear feet of low pressure force main (2-inch to 3-inch diameter), valves, fittings, and appurtenances. The sewage from this basin shall discharge into an existing gravity sewer system.

The St. Lucie low pressure sewer system will provide sewer service to approximately 202 residential properties. The project consists of approximately 22,700 feet of low pressure force main (2-inch to 3-inch diameter), valves, fittings, and appurtenances. The sewage from this basin shall discharge into an existing gravity sewer system.

- Lift Station installation and upgrades
- Material Purchases
- Utility Locates
- Manholes
- Conduits
- Concrete Work
- Road Work
- Paving
- Dewatering
- Surveying and Field Engineering for construction layout and as-built drawings
- Testing and Laboratory Services
- Electrical Improvements
- Other projects as requested

2.2 PREQUALIFICATIONS AND EXPERIENCE REQUIREMENTS

A. Company Qualifications:

1. The proposing Contractor must be fully licensed and insured to do business in the State of Florida and hold either a current Certified General Contractor or Certified Underground Utility Contractors license.
2. The proposing Contractor must have personnel who are fully qualified and experienced to supervise or perform the scope of work in compliance with specifications and within a safe and timely manner.

3. Contractor must provide a Supervisor who shall keep the City informed of the contractor's activities and have in place a dispatch method available at all times who can be contacted by the City by radio, beepers, cellular phones etc. This assigned Supervisor will be responsible for overseeing all work performed. If at any time the assigned supervisor is replaced during the term of this contract, the Contractor must provide all updated information and details as requested and must be approved by the City.
4. The proposing Contractor shall include submission of safety program.

B. Project Experience & References:

1. The proposing Contractor shall have successfully constructed, as a prime or subcontractor, at least seven (7) projects in the last five (5) years of a similar underground utility services project described in the General Scope of Work. If the proposing Contractor has successfully constructed previous projects directly with the City of Stuart, the Contractor may submit a minimum of five (5) projects for consideration.
 - Contractor shall provide three (3) low pressure sewer system projects in the State of Florida. Project elements should include at a minimum underground and above ground pipe installation, valve installation, and roadway restoration. Experience must identify that Contractor is capable of working successfully in road right-of-ways in densely populated areas.
2. The proposing Contractor shall provide evidence of its experience with construction techniques, trade standards, quality workmanship, project scheduling, cost control, management of projects, applicable codes, and the ability to meet time and budget requirements. These criteria shall be considered the minimum, but not necessarily the only, experience focused criteria to be considered.
3. The proposing Contractor shall demonstrate knowledge and their experience related to grants for Florida Department of Environmental Protection (FDEP), State and Federal Programs.

C. Equipment: The proposing Contractor must also own, lease or have the ability to rent any and all equipment required to successfully perform the specified scope of work. Provide a list of owned equipment; include type and capacity of equipment.

D. Prequalification Bond Requirements: The proposing Contractor shall provide evidence of bondability, and/or a Letter of Credit from Surety within their submittal response.

2.3 SERVICING PROCEDURES FOR PREQUALIFIED CONTRACTORS

- A. A notice of solicitation by work order request will be distributed to the successful qualifiers and posted on the Procurement and Contracting Services notice board located at City Hall, 121 SW Flagler Avenue, Stuart, FL 34994. This work order

- request shall include; notice of solicitation / date issued, minimum of two weeks for due date and time, a brief description of the installation to be done, including address/location of work, completion time. The work order request will be accompanied with the Bid Schedule for the project.
- B. There will be a **MANDATORY pre-bid conference** held in the City Hall Annex, 300 SW St Lucie Avenue, Stuart, Florida for each project. Contractors must attend the mandatory pre-bid meeting to address the scope of work and questions about the project. Failure to attend three meetings per contract year may be cause for termination of your agreement. The next prequalified firm, and so on, may be considered for award of a master agreement. Contractors must sign the attendance sign-in sheet, which shall act as proof of attendance.
 - C. It is the proposer's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Contractors are advised to make a thorough inspection.
 - D. At times, the Project Manager may require the Contractor's to attend a pre-inspection prior to the commencement of work at each project. All work must be established in advance and with prior approval. All schedules and the necessary arrangements to implement the work must be made with the review and approval of the City Project Manager.
 - E. Any additional service, necessary changes, or questions will be addressed by addendum, and shall be authorized by the City prior to the commencement of the service.
 - F. Contractors must submit their work order request, bid schedule signed by an authorized representative of the firm, and any addendum issued in a sealed envelope marked with the Work Order Number, Project, due date and time. Any requests received after the designated date and time will not be considered.
 - G. Bid submittals will be opened at the designated date and time in an open forum. Submittals will be checked for compliance and calculations by the City and Engineer of Record (EOR). The EOR will submit their recommendation for award to the City.
 - H. Award recommendations that exceed \$50,000 will be presented to the City Commission for approval, which conforms to all requirements herein and whose evaluation by the City indicates that the award will be in the best interest of the City. Any bids that are less than \$50,000 will be in accordance with Section IV of the City's Procurement Manual.
 - I. Upon approval, the City will provide Contractor with notice to proceed for commencement of work.

2.4 CONTRACTOR RESPONSIBILITIES

- A. Awarded contractor is responsible to submit a proposed schedule to the City consisting of planned work to be accomplished. The Public Works Director; or his designee, shall have approval authority over the proposed schedule. Contractor may

not change the schedule without the prior written authorization of the Public Works Director, or his designee. The City reserves the right to change the schedule, with adequate notification, so the best benefit of the work can be achieved.

- B. All repair work to be performed, in the best workmanlike manner, as known to the trade. There will be no emergency or overtime rates approved for these services. Contractor will be accountable/responsible for their own assessment/measurements of the installation. There will be no adjustments in cost, for increase or decrease of the service requested. Failure to do so will be at the Contractors risk.
- C. Contractor shall exercise the same degree of care, skill, and diligence in the performance of the work as is ordinarily provided by a contractor under similar circumstances and contractor shall, at no additional cost to the City, correct any deficiency which fails to satisfy the foregoing standard of care.

2.5 **START OF WORK AND TIME FOR COMPLETION**

- A. It is hereby understood and mutually agreed by and between parties hereto that the time of completion is an essential condition of this contract. By submitting a bid response, successful respondent agrees to start the work within ten (10) days of issuance of Notice to Proceed. Successful Contractor is to prosecute the work uninterrupted in such a manner, with sufficient labor, equipment and/or materials so as to insure work is completed within designated completion time. In the event the Contractor, due to circumstances beyond his/her control, cannot complete the project within this time frame, he/she shall immediately make this fact known to the Project Manager or designee.
- B. The Contractor shall, within Two (2) business days from the beginning of such delay, notify Project Manager, in writing, with copy to the Procurement Manager, of the cause(s) of the delay. If the Contractor shall be delayed in the completion of its work by reason of unforeseeable causes beyond its control and without fault or negligence, including, but not restricted to, acts of God or neglect of any other contractor, the period herein specified above specified for the completion of delivery shall be extended by such time as shall be approved by the Project Manager.

2.6 **BOND REQUIREMENTS:** The Successful Contractor shall be required to submit the following Bond requirements on a per project basis.

- A. **Bid Bond:** The bond shall be in an amount equal to ten percent (10%) of the total amount. The guarantee may be in the form of a Surety Bond with a carrier duly licensed and authorized to do business in the State of Florida, a Cashier's Check or a Certified Check (checks made payable to The City of Stuart). Purpose of the proposal guarantee is to assure the apparent low, responsive and responsible proposer will enter into a contract to provide the described services. Should the proposer not enter into a contract the proposal guarantee shall be retained by the City to defray the additional costs of either awarding to the second low, responsive and responsible proposer or re-advertise and re-solicit the project.

- B. **Payment & Performance Bonds:** Provide evidence confirming the firm's ability to obtain Payment and Performance Bonds for the construction project as detailed herein. The successful proposer will be required to furnish payment and performance bonds with a carrier duly licensed and authorized to do business in the State of Florida, equal to one hundred percent (100%) of the total amount of the contract to assure faithful performance and timely payments to all persons providing labor, materials or supplies used in the performance of the work.

2.7 **INSPECTION and DIRECTION**

- A. **Pre-Inspection:** An inspection may be performed prior to installation to define and ensure work complies with specifications and contractual agreements; including identification of potential defects or concerns.
- B. **Inspection Reporting:** Upon completion of installation or services, the City reserves the right to request the Contractor's assigned supervisor to review and provide written acknowledgement/documentation of work performed. Supervisors review to be at no additional charge to the City and considered part of the contract award. Supervisor shall document any areas of concern that are above and beyond on their report. Report shall be signed by the Supervisor and submitted to the City Project Manager or designee within 24 hours of performing the installation. Reports may be emailed or faxed to the City Project Manager or designee.
- C. **Final Inspection:** The work will be conducted under the general direction of the Public Works Director or designee, and is subject to final inspection to insure compliance with the terms of the agreement. The Public Works Director or designee will make final inspection of the work covered by this contract when it is completed and finished in all respect in accordance with specifications and must be approved before payment is made. The contractor will notify the City upon completion of a cycle of work and the City agrees to provide inspection of the reported work within five (5) business days following the report of work completion. Any work found to be unsatisfactory by the City shall be reported to the contractor's assigned supervisor within that same period. The contractor agrees to finish all work to the satisfaction of the City, at no additional cost, prior to receiving payment for such work.

2.8 **INVOICING AND PAYMENT**

The City requires a firm price for the initial year contract period. Invoices will be checked to confirm compliance with pricing. Failure to hold prices firm through each contract term will be grounds for contract termination.

Payment will be paid upon completion and acceptance of the work, net 30 days. Each address/location for service shall be invoiced separately. The invoice shall reflect the address/location, type of work, and date of service, work order request number, and purchase order number.

2.9 **BUSINESS OPERATIONS**

- A. **Hours of Operation:** Unless otherwise directed by the Public Works Director; or his designee, the successful Contractor(s) shall insure that services as required are

scheduled **between the hours of 7:00 AM and 3:00 PM; Monday through Friday, any exceptions must have prior approval by the City.**

B. **Inclement Weather Conditions:** Upon approval by the Public Works Director or designee, the Contractor may cease operations of services during inclement weather conditions.

C. **Observed Holidays**

New Year's Day

President's Day

Independence Day

Columbus Day

Thanksgiving Day & Day After

Martin Luther King Day

Memorial Day

Labor Day

Veteran's Day

Christmas Day

2.10 **PROTECTION OF PROPERTY**

The Contractor shall provide all signs, barricades, and/or flashing lights, and take all necessary precautions to protect buildings and personnel. All work shall be complete in every respect and accomplished in a satisfactory, workmanlike manner and contractor shall provide for prompt removal of all debris which results from this contracted service.

The Contractor shall at all times guard against injury to its employees, and damage or loss to the property of the City of Stuart. Damage to public or private property shall be the responsibility of the Contractor and shall be held responsible for replacing or repairing any such loss or damage at the expense of the Contractor. The City of Stuart may withhold payment or make such deductions, as deemed necessary, to ensure reimbursement or replacement for loss or damage to property through negligence of the successful proposer or their agents.

The Contractor shall be responsible for the protection of property in the areas in the adjacent vicinity of the project(s); and for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements (such as flooding, rainstorms, wind damage, or other acts of God) or vandalism.

PART III INSTRUCTIONS FOR PREPARING SUBMISSIONS

3.1 **RULES FOR SUBMISSIONS**

The submission must name all persons or entities interested in the submission as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to the RFQ. The interested firm or individual must submit one (1) original and six (6) copies of their proposal, including **one (1) electronic copy (PDF format preferred) on a CD** of the requested qualification data for evaluation. Please tab all support documents or attachments according to the order established in the following paragraph.

3.2 **PROPOSAL FORMAT**

Proposers should prepare their proposals using the following format. Proposers shall label, tab and organize proposal submittal documents utilizing the following format as outlined below. All attachments as requested shall be inserted in the back of each corresponding section.

In preparing your proposal, proposer should assume that the City has no previous knowledge of their product or capabilities. Proposals should clearly describe the services, specifying where it meets, exceeds or does not comply with the general specifications.

Letter of Transmittal: The response format shall contain a letter of transmittal. The Letter of Transmittal will summarize in a brief and concise manner the Contractor's understanding of the scope of work and make a positive commitment to timely perform the work within budgetary requirements. An agent authorized to contractually bind Contractor must sign the Letter of Transmittal indicating the agent's title or authority. This signature shall certify the veracity of the contents of the submittal and bind the firm to this response to the City of Stuart's Request for Qualifications. The transmittal letter shall not exceed two pages in length.

Tab 1 ~ Company Qualifications:

Firms shall provide a brief profile of their company, which should include their history, locations of their corporate and satellite offices, location of their project team, corporate structure, ownership interest, and the length of company's existence. The proposing Contractor shall include submission of safety program.

Submit an organizational chart, staff qualifications, copies of licenses and certifications; and provide an overview of the experience of the firm. Firm capacity in terms of personnel and workload. Provide resumes of proposed key personnel (name, company address, phone number, e-mail address) who will be assigned to this project. Resumes shall include job skills, education, training, experience and professional affiliations/membership. All proposed sub-contractors shall be identified, and the working relationship between the respondent and the sub-contractor shall be explained.

The firm must assign a Supervisor and shall identify assigned personnel (to the City account) with experience in similar work and provide details of the qualifications and technical experience, including job skills, license, and years with firm, to perform the work. Any change in Firm's assigned staff must have prior approval by the City. Proposers may submit such additional information as to their qualifications, experience and expertise as they may feel necessary to establish their level of proficiency in this area. The successful proposer will not be permitted to assign its contract with the City, or to subcontract any of the work requirements to be performed.

Tab 2 ~ Project Experience and References: Provide evidence of firm's ability to meet time and budget requirements. Present experience with construction techniques, trade standards, quality workmanship, project scheduling, cost control, management of projects, and applicable codes. List any other experience focused criteria that will give the evaluation committee facts to make a more informed decision.

Provide a list of seven projects (7) or five (5) projects, applicable to Item 2.1. Title and brief description of each project shall include:

- Contractor shall provide three (3) low pressure sewer system projects at in the State of Florida. Project elements should include at a minimum underground and above ground pipe installation, valve installation, and roadway restoration. Experience needs to show Contractor is capable of working successfully in road right-of-ways in densely populated areas.

- Client (contact person, address, telephone number, e-mail address)
- Year completed
- Nature of work involved in each project
- Total Value of the Project

Provide a description of the firm's familiarity and experience related to grants for Florida Department of Environmental Protection (FDEP), State and Federal Programs.

Tab 3 ~ Equipment: Provide evidence that firm owns, leases or has the ability to rent any and all equipment required to successfully perform the specified scope of work. Provide a list of owned equipment; include type and capacity of equipment.

Tab 4 ~ Insurance and Bonding:

Insurance: Provide proof of ability to obtain insurance coverages as detailed in Item 5.2. A certificate of insurance indicating that the firm has coverage in accordance with the requirements herein set forth may be furnished by the firm to the City along with their qualification data. A properly completed Accord Form is preferable. The City of Stuart being named as additional insured for General Liability shall be required **prior to entering into a contract**. As specified above, Subcontracting is discouraged. Nevertheless, the Firm shall either cover any sub-contractors on its policy or require the sub-contractors to conform to all requirements for insurance contained herein.

Bonding: Letter from surety advising of Contractor's current bonding capacity as specified in Item 2.2D.

Tab 5 ~ Financial Capacity:

Contractor must make available for review at least two (2) years of externally audited or reviewed financial statements. If the statements are compiled and not reviewed or audited, the City reserves the right to request additional financial information or assurances.

Provide list of outstanding contingent liabilities, pending legal actions or claims against the Contractor firm.

Financial statements should demonstrate capacity to fund project costs upfront. Preference will be given to Contractors who can obtain their own financing as funds will be provided to Contractor on a reimbursable basis supported by an appropriate draw schedule.

Tab 6 ~ Prohibition Non-Collusion/Conflict of Interest Disclosure Statements:

Include the following Statement of Non-Collusion: "The respondent certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this solicitation the information provided has been arrived at independently, without consultation, communication, or agreement with any other respondent or with any competitor for the purpose of restricting competition, or in any other way influencing the competitive arena."

Include a disclosure statement advising the City of any potential conflict of interest, real or apparent, that the Respondent, employee, officer, or agent of the firm may have due to ownership, other clients, contracts or interests associated with this project.

Signature on the transmittal letter shall certify the veracity of these statements.

Tab 7 ~ Optional Information: Provide any information pertinent to this project that will provide insight to the evaluators about the qualifications, fitness and abilities of the Respondent (please limit this information to two pages).

Tab 8 ~ Addenda (if applicable): All addenda issued pursuant to this solicitation must be acknowledged and submitted as part of the proposal package.

PART IV EVALUATION OF SUBMISSIONS

The City of Stuart reserves the right to request clarification on information submitted and to request additional information from one or more firms. The City will select the firms which it feels are most qualified and best serves interests of the City. The City shall be the sole judge and final arbiter of its own best interests; and the evaluation of submissions. In all instances the City's decisions will be final.

4.1 EVALUATION METHOD AND CRITERIA

- A. **General:** Proposals will be reviewed and evaluated as to the qualification to perform the services required by a Selection Committee, which shall consist of City staff and the City's Consulting Engineer's. The Selection Committee will make a recommendation for qualification to the City Commission. The City of Stuart reserves the right to qualify individuals/firms solely from review of the packages which meets the best interests of the City. By submitting a proposal, the respondent agrees to this selection and evaluation procedure. This criterion shall be utilized in the evaluation of the proposals.

EVALUATION CATEGORIES

POINTS POSSIBLE

Overall experience, knowledge, & qualifications	30 pts
Project experience and References	40 pts
Financial Capacity	20 pts
Equipment	10 pts

- B. **Selection:** Proposals will be evaluated using the above criteria scored and ranked. The City will assign this task to a Selection Committee. The City of Stuart reserves the right to select the most qualified individuals/firms from review of the packages submitted and request authorization to award to the three highest ranked firms.
- C. **Interviews:** The City may require oral and visual interviews from firms. This shall be done at the City's sole discretion when it feels interviews are essential as part of the evaluation process and are in the best interests of the City. The City shall be the sole judge and final arbiter of its own best interests in this matter. Individuals/firms will be notified in writing if they are selected for interview. Notices for interviews will contain explicit instructions concerning location, date, time and length of interviews
- D. **Award:** After the City ranks the respondents; City staff will take the proposed ranking to the City Commission with its recommendation for award of a contract. If Prequalified Contractors fail to attend three pre-bid meetings per contract year, their

agreement may be terminated. The City may select additional respondent(s) in order of their original ranking, competence and qualification; and will continue with a master agreement. However, as stated in Item 1.4 above, the City reserves the right to reject all proposals, to waive any irregularities, and to re-advertise and solicit for other proposals.

- E. Contact Person:** Questions or requests for additional information shall be directed to Lenora Darden, CPPB, Procurement Manager, at (772) 288-5308, fax (772) 600-0134, or email: purchasing@ci.stuart.fl.us between the hours of 8:30 a.m. and 5:00 p.m., local time, weekdays.

4.2 **TERMS AND CONDITIONS**

All prospective Contractors are hereby cautioned not to contact any member of the Stuart City Commission, the City Manager, the City Attorney (except to discuss grievance matters) or any member of the selection committee. All questions and contacts must be made through the Procurement Office. Attempts to lobby or persuade through other channels will result in disqualification.

Any actual or prospective Contractor who disputes the reasonableness, necessity or competitiveness of the terms and conditions of this request for proposals; selection or award recommendation shall file such dispute in writing with the City Manager, not later than close of business on the proposal opening date, as to the terms and conditions, and within ten (10) days of Commission action as to the selection or award recommendation.

The City reserves the right to reject any or all proposals without recourse, to waive technicalities and informalities or to accept the proposal which in its sole judgment best serves the interest of the City.

As required by FS Section 287.133; “A person or affiliate who has been placed on the convicted vendor list following conviction for a 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 a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or a Contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount as stated in FS Section 287.017, for Category Two, for a period of thirty six months from the date of being placed on the convicted vendor list.” Questions regarding this statement should be directed to the State of Florida, Bureau of State Procurement (904) 488-8131.

See attached Exhibit A, General Construction Terms and Conditions.

4.3 **PROPOSED AGREEMENT**

Qualified contractors may enter into a master agreement for services with the City. The City shall solicit bids for various utility projects and work from all pre-qualified firms under contract with the City. Please review Item 5.8 master agreement and Item 5.9 work order request, and note any objections, or revisions that would be required within the submittal. Should no revisions be noted, the City will assume and the contractor agrees that the terms and conditions of agreement are acceptable. The proposed Master Agreement does not authorize the performance of any work or require the City to place orders for work. The City makes no covenant or promise as to the number of available projects or that the firm shall perform any project for the City during the life of the Master Agreement.

Proposer(s) shall not assign or transfer any or all of its rights, duties or obligations under the contract without the prior, written consent of the City.

All work product, including but not limited to reports, plans, drawings, tracings, sketches, photographs, videos, illustrations, presentations, PowerPoint, specifications, models, maps, computer files, electronic data, and other documents (electronic or paper) prepared or created in the course of the performance of the services or obtained in the performance of the contract, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and shall be the exclusive property of the City upon their creation without restriction or limitation on their use and will be made available, upon request, to the City at any time during the performance of the services. Proposer will not copyright any material or work product developed under the contract. Any reuse of Proposer's prepared documents by the City, except for the specific purpose intended hereunder, will be at City's sole risk and without liability or legal exposure to Proposer or its sub-proposers.

The agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The City and Proposer shall submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties shall agree that proper venue for any suit concerning this Agreement shall be Martin County, Florida, or the Federal Southern District of Florida. Proposer shall agree to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*. To encourage prompt and equitable resolution of any litigation, each party shall waive its rights to a trial by jury in any litigation related to the contract.

PART V –ATTACHMENT

5.1 BID SCHEDULE

The City of Stuart intends to award a contract to the lowest responsive and responsible bidder using the following Unit Prices as a basis for award. Items include all materials, labor, testing, documentation, etc. to successfully and completely complete the project.

Item No.	Description	Unit	Estimated Quantity	Unit Bid Price	Total Bid Price
1	MOBILIZATION	LS	1	\$	\$
2	MAINTENANCE OF TRAFFIC (MOT)	LS	1	\$	\$
3	PRE CONSTRUCTION VIDEO	LF	1	\$	\$
4	POLLUTION / EROSION CONTROL	LS	1	\$	\$
5	FURNISH AND INSTALL 2" DIA SDR21 PVC LPM	LF		\$	\$
6	FURNISH AND INSTALL 3" DIA SDR21 PVC LPM	LF		\$	\$
7	FURNISH AND INSTALL 4" DIA SDR21 PVC LPM	LF		\$	\$
8	FURNISH AND INSTALL 6" DIA SDR21 PVC LPM	LF		\$	\$
9	FURNISH AND INSTALL 2" DIA DR 11 DIPS HDPE LPM	LF		\$	\$
10	FURNISH AND INSTALL 3" DIA DR 11 DIPS HDPE LPM	LF		\$	\$
11	FURNISH AND INSTALL 4" DIA DR 11 DIPS HDPE LPM	LF		\$	\$
12	FURNISH AND INSTALL 6" DIA DR 11 DIPS HDPE LPM	LF		\$	\$
13	FURNISH AND INSTALL 4" DIA SDR21 PVC FM	LF		\$	\$
14	FURNISH AND INSTALL 6" DIA SDR21 PVC FM	LF		\$	\$
15	FURNISH AND INSTALL 8" DIA SDR21 PVC FM	LF		\$	\$
16	FURNISH AND INSTALL 4" DIA DR11 HDPE FM	LF		\$	\$
17	FURNISH AND INSTALL 6" DIA DR11 HDPE FM	LF		\$	\$
18	FURNISH AND INSTALL 8" DIA DR11 HDPE FM	LF		\$	\$
19	FURNISH AND INSTALL 2" TERMINAL CLEANOUT ASSEMBLY	AS		\$	\$
20	FURNISH AND INSTALL 2" PRESSURE CLEANOUT ASSEMBLY	AS		\$	\$

Item No.	Description	Unit	Estimated Quantity	Unit Bid Price	Total Bid Price
21	FURNISH AND INSTALL 3" PRESSURE CLEANOUT ASSEMBLY	AS		\$	\$
22	FURNISH AND INSTALL 4" PRESSURE CLEANOUT ASSEMBLY	AS		\$	\$
23	FURNISH AND INSTALL 6" PRESSURE CLEANOUT ASSEMBLY	AS		\$	\$
24	FURNISH AND INSTALL 2" GATE VALVE (LPM)	EA		\$	\$
25	FURNISH AND INSTALL 3" GATE VALVE (LPM)	EA		\$	\$
26	FURNISH AND INSTALL 4" GATE VALVE (LPM)	EA		\$	\$
27	FURNISH AND INSTALL 6" GATE VALVE (LPM)	EA		\$	\$
28	FURNISH AND INSTALL 4" GATE VALVE (FM)	EA		\$	\$
29	FURNISH AND INSTALL 6" GATE VALVE (FM)	EA		\$	\$
30	FURNISH AND INSTALL 8" GATE VALVE (FM)	EA		\$	\$
31	FURNISH AND INSTALL MANUAL ARV ASSEMBLY	EA		\$	\$
32	FITTING	TON		\$	\$
33	CONNECT TO EXISTING 4" FM	EA		\$	\$
34	CONNECT TO EXISTING 6" FM	EA		\$	\$
35	CONNECT TO EXISTING 8" FM	EA		\$	\$
36	GROUTE ABANDON EXISTING FM	LF		\$	\$
37	MODIFY EXISTING LIFT STATION	EA		\$	\$
38	CONSTRUCT LIFT STATION	EA		\$	\$
39	ROADWAY RESTORATION	SY		\$	\$
40	RESIDENTIAL DRIVEWAY CROSSING	EA		\$	\$
41	COMMERCIAL DRIVEWAY CROSSING	EA		\$	\$
42	6" DIP CASING FOR CONFLICTS	LF		\$	\$
43	SOD RESTORATION	LF		\$	\$

Item No.	Description	Unit	Estimated Quantity	Unit Bid Price	Total Bid Price
44	ROADWAY OVERLAY	SY		\$	\$
45	PRESSURE TEST LPM	LF		\$	\$
46	PRESSURE TEST FM	LF		\$	\$
47	SIDEWALK REMOVE & REPLACE 4"	SY		\$	\$
48	SIDEWALK REMOVE & REPLACE 6"	SY		\$	\$
49	UTILITY LOCATES	LS	1	\$	\$

5.2 INSURANCE REQUIREMENTS

- A. The successful proposer shall not commence any work in connection with this Contract until it has obtained all of the following types of insurance and the City has approved such insurance. Nor shall the successful proposer allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved.
- B. Proof of the following insurance will be furnished by the successful proposer by Certificate of Insurance, which names the proposer, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for notification of the City 30 days in advance of any material change or cancellation. The City by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A:VII or better. When a self insured retention or deductible exceeds \$5,000, the City reserves the right, but not the obligation, to review and request a copy of proposer's most recent annual report or audited financial statement.
- C. All contractors including any independent contractors and subcontractors utilized must comply with the following insurance requirements:
1. Commercial General Liability: The Contractor/Lessee/Service Provider shall, during the life of this Contract take out and maintain broad form Commercial General Liability Insurance, including Contractual Liability, to cover the Indemnification & 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 Fire	\$100,000 Any 1
➤ Medical Expense Person	\$10,000 Any 1
 2. 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 and Completed Operations Coverage to be provided for a minimum of 10 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. XCU coverage is to be included. Coverage is to include a Cross Liability or Severability of Interests Provision.

3. **Umbrella Liability:** The Contractor/Lessee/Service Provider shall take out and maintain during the life of this Contract, Umbrella Liability Insurance with limits of not less than \$5,000,000 per occurrence covering all work performed under this contract.
4. **Business Automobile:** The Contractor/Lessee/Service Provider shall during the life of this Contract take out and maintain Business Automobile Liability Insurance for any auto (all owned, hired, and non-owned autos) with limits of not less than \$1,000,000 per accident. In the event proposer does not own any automobiles, the City will accept proof of hired and non-owned auto liability only. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.
5. **Worker's Compensation Insurance:** The Contractor/Lessee/Service Provider shall take out and maintain during the life of this Contract, Worker's Compensation Insurance with limits equal to Florida Statutory requirements. 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 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, proof of appropriate Federal Act Coverage must be provided.
6. **Loss Deductible Clause:** The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.
7. **Certificates of Insurance:** The Contractor **upon notice of award** will furnish Certificate of Insurance Form. These shall be completed by the authorized Resident Agent and returned to the Office of the Purchasing Manager. This certificate shall be dated and show:
 - a. The name of the insured contractor, the specified job by name and job number, the name of insurer, the number of the policy, its effective date, and its termination date.
 - b. Statement that the Insurer will mail notice to the City at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
 - c. City shall be listed as Additional Insured on Commercial General Liability Insurance, Automobile Liability Insurance.

* For construction projects include ...owners & contractors protective for construction projects

** For construction projects include ...per job, per policy year

*** For construction projects include ... Further, contractor agrees to maintain like coverage for a minimum of five (5) years following completion of the project

NOTE: The City can decrease or increase these limits, depending on the project, at its sole discretion. Any insurance provided which does not meet the above requirements will not be deemed acceptable under the terms of this contract unless accepted in writing by the City's Risk Manager.

5.3 WARRANTIES

In consideration of, and to induce the award of the CITY OF STUART, FLORIDA, contract described in these bid documents, the contractor represents and warrants to the City of Stuart, Florida:

(1) The Contractor is financially solvent and sufficiently experienced and competent to perform all the work required of the Contractor in the contract; and

(2) That the facts stated in the Contractor's bid and information given the Contractor pursuant to the request or proposal for bids, instructions to bidders and specifications, are true and correct in all respects; and

(3) That the Contractor has read and complied with all the requirements set forth in the request for bids, instructions to bidders and specifications; and

(4) That the Contractor warrants all materials supplied by it under the terms of the contract are delivered to the City of Stuart, Florida, free from any security interest, and other lien, and that the Contractor is a lawful owner having the right to sell the same and will defend the conveyance to the City of Stuart, Florida, against all persons claiming the whole or any part thereof; and

(5) That the materials supplied to the City of Stuart, Florida, under the contract are free from the rightful claims of any persons whomsoever by way of patent or trademark infringement or the like; and

(6) That the materials supplied under the contract are merchantable within the meaning of the Uniform Commercial Code Section 2-314; and

(7) That the materials supplied under the contract are free from defects in material and workmanship under normal use and service and that any such materials found to be defective within one year from the date of delivery, shall be replaced by the contractor free of all charges, including transportation; and

(8) That the materials supplied pursuant to the contract are fit for the purposes for which they are intended to be used; that under normal use and maintenance the materials will continue to be fit for such purposes for a period of one year after delivery, provided that the City shall give the Contractor written notice within five calendar days after the first discovery by the City that the materials failed to fulfill the warranty, whereupon, the Contractor shall be allowed a reasonable time after receipt of such notice to correct the defect and the City agrees to cooperate in this regard. If the materials cannot be made to fulfill the warranty with said one year period, the Contractor will either furnish duplicate materials, or at its option refund the amount paid, which shall constitute a settlement in full for all damages occasioned by reason of this warranty of fitness; and

(9) That this warranty is included in exposures for which the Contractor has products liability and completed operations insurance, in minimum amount of One Million (\$1,000,000) Dollars for property damage and One Million (\$1,000,000) Dollars for personal injury as shown on the certificates of such insurance attached hereto, and the Contractor agrees to keep such insurance coverage during the period of this warranty; and

(10) That it is an express condition of this warranty that the item(s) hereby warranted shall be operated and maintained by the City in accordance with the manufacturer's recommendations as to those portions of the item(s) that are not fabricated by the Contractor, and in accordance with the Contractor's recommendations, a copy of which has either been supplied to the City of Stuart, Florida, or is attached hereto, as to such maintenance and operation instructions shall void this warranty as to that portion of the material; accordingly, the City of Stuart should maintain complete and accurate records made at the time of performance of maintenance showing compliance with such instructions, and by acceptance of this warranty, the City of Stuart, Florida, agrees to present such records to the Contractor upon request in the event of a claim hereunder by the City; and

(11) That it is agreed and understood by the Contractor that the City of Stuart, Florida, is induced to enter the contract to which this warranty applied in reliance upon this warranty.

SIGNED, sealed and delivered on this _____, 20__.

(SEAL)

CONTRACTOR:

BY: _____

ATTEST:

Secretary
(Certificates of Insurance attached)

5.4 SAFETY STANDARDS CERTIFICATION

The undersigned bidder hereby certifies that he or she has or will thoroughly familiarize him or herself with the contents of the City of Stuart Safety Standards. The Bidder further certifies that he or she either has or will submit a fully executed copy of those same Safety Standards to the City Purchasing Manager for inclusion in the City's official public record prior to commencing any work on this project.

Signed, Sealed and Witnessed in the Presence of:

DATE: _____

FOR: _____

(Firm Name)

(Witness)

BY: _____
(Signature)

(Witness)

(Title)

(Corporate Attest by Secretary)

(Affix Seal)

Sworn to and subscribed before me this ____ day of _____ 20____,

known to me, or identified as _____

in the City of _____, County of _____, State of _____.

Signed: _____ Notary Public

My Commission Expires: _____ (Affix Seal)

5.5 TRENCH SAFETY

(Check one of the two boxes below)

- TRENCH SAFETY DOES APPLY TO THIS PROJECT (Fill in the form below & include the price on the appropriate line of the Bid Schedule)
- TRENCH SAFETY DOES NOT APPLY TO THIS PFOJECT (Ignore the form below)

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

TRENCH SAFETY MEASURE (Description)	UNITS OF MEASURE (LF/SF)	UNIT (Qty)	UNIT COST	EXTENDED COST
A. _____	_____	_____	\$ _____	\$ _____
B. _____	_____	_____	\$ _____	\$ _____
C. _____	_____	_____	\$ _____	\$ _____
D. _____	_____	_____	\$ _____	\$ _____
			TOTAL:	\$ _____

If applicable, the Contractor certifies that all trench excavation done within his control in excess of five feet (5') in depth shall be in accordance with the Florida Department of Transportation's Special Provisions Article 125-1 and Subarticle 125-4.1 (TRENCH EXCAVATION SAFETY SYSTEM AND SHORING, SPECIAL-TRENCH EXCAVATION).

If applicable, failure to complete the above may result in the bid being declared non-responsive.

Date: _____ Signature: _____

STATE OF: _____ COUNTY OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____, who, after first being duly sworn by me, affixed his/her
(Name of Individual Signing)

signature in the space provided above on this the _____ day of _____, 201_.

NOTARY PUBLIC

My Commission Expires: _____

5.6 SUBCONTRACTORS LIST

(Check one of the two boxes below)

- I DO INTEND TO USE SUBCONTRACTORS ON THIS PROJECT. *(Fill in the form below)*
 I DO NOT INTEND TO USE SUBCONTRACTORS ON THIS PROJECT. *(Ignore the form below)*

The bidder proposes to use the following subcontractors on this project. The bidder shall list all proposed subcontractors that he/she intends to use or do business with during the course of this project. The Bidder will make additions, deletions or substitutions **only with the permission of the City of Stuart and after sufficient prior written notification.**

1
Subcontractor Firm Name Address Telephone No.

2
Subcontractor Firm Name Address Telephone No.

3
Subcontractor Firm Name Address Telephone No.

4
Subcontractor Firm Name Address Telephone No.

5
Subcontractor Firm Name Address Telephone No.

6
Subcontractor Firm Name Address Telephone No.

7
Subcontractor Firm Name Address Telephone No.

8
Subcontractor Firm Name Address Telephone No.

9
Subcontractor Firm Name Address Telephone No.

10
Subcontractor Firm Name Address Telephone No.

(Use additional pages if necessary.)

5.7 SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to CITY OF STUART, MARTIN COUNTY, FLORIDA

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
a. A predecessor or successor of a person convicted of a public entity crime; or
b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, Shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Sworn to and subscribed before me this _____ day of _____, 20_____.

Personally known _____ OR Produced Identification _____

Notary Public – State of Florida

Type of Identification _____

My Commission Expires: _____

SEAL OR STAMP

5.8 SAMPLE MASTER AGREEMENT

PROJECT:

CONTRACTOR: _____

AGREEMENT FOR SERVICES

THIS AGREEMENT, hereinafter "Contract," made and entered into the ____ day of _____, 2015 by and between _____, hereinafter referred to as "Contractor" and the City of Stuart, Florida, a municipal corporation, 121 S.W. Flagler Avenue, Stuart, Florida 34994, hereinafter referred to as "City", for and in consideration of the following terms, conditions and covenants.

I. PURPOSE OF AGREEMENT

City intends to enter into a contract with a qualified Contractor for provision of Underground Utility Construction Services for those services by City as set forth below.

II. SCOPE OF SERVICES

The Contractor shall provide Underground Utility Construction Services in all phases of any project for which a WORK ORDER REQUEST has been issued by the City pursuant to this Agreement; and as described in the contract documents listed in "Exhibits A & B" attached hereto. These services will include Underground Utility Construction Services as described in the Work Order Request. The detailed scope of services to be performed and schedule of fees for those services shall be detailed in each Work Order Request.

Low pressure sewer system installation in designated areas of the City of Stuart. Project services shall include, but not be limited to, furnishing all labor, equipment and materials necessary for the installation of underground utilities through the City of Stuart.

III. AGREEMENT PROVISIONS

Section 1. Period of Service

1.1 Term of Agreement

Upon award of this Agreement, the effective date of this Agreement shall be the date of execution of this Agreement by both City and Contractor. Term of this agreement shall be for an initial period of one (1) year with the option of two (2) additional one-year renewal periods, upon the mutual agreement of the parties.

1.2 Work Order Request (WOR)

Each "WOR" shall include the notice of solicitation; date issued, due date and time, a brief description of the installation to be done, including address/location of work, completion time. The work order request, Item 5.9, will be accompanied with the Bid Schedule for the project.

Section 2. Compensation and Method of Payment

2.1 Fee Schedule

CITY will compensate Contractor for services under each WOR. The fee due to the Contractor shall be quoted by the successful Contractors as provided on a per project basis by WOR, and awarded to the lowest most responsive and responsible bidder as set forth in each WOR and schedule formalized in “**Exhibit C**” to this Agreement.

2.2 Invoices

Contractor shall submit monthly invoices to the City no later than the last day of the month for work accomplished under this Contract. Each invoice shall be detailed and include, but not be limited to, hours worked by each person assigned to the Project, date worked and all ancillary expenses incurred and by whom.

2.3 Payment

Payment for services rendered is due within thirty days of receipt and approval of invoice by City. Payment is delinquent 30 days following receipt and approval of invoice by City.

For any utility (water, sewer or drainage) or roadway construction and/or repair work that would require the contractor to perform a density test per the City of Stuart specifications, all hard copies of the density test reports performed within the requested pay period must be submitted with the payment application. Failure to provide the required documents may result in a delay of payment.

Section 3. Guarantee

The Contractor guarantees to repair, replace or otherwise make good to the satisfaction of the City any defects in workmanship or material appearing in the work within twelve (12) months after the day the work is accepted by the Project Manager of the City. Contractor further guarantees the successful performance of the work for the service intended. Neither inspection nor payment, including final payment by the City shall relieve the Contractor from his or its obligations to do and complete the work in accordance with this contract. If the City deems it inexpedient to require the Contractor to correct deficient installation or repairs, an equitable deduction from the contract price shall be made therefore or in the alternative the City may sue for damages, or both.

Section 4. Audit

The Contractor agrees that the City or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Agreement. The Contractor shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

Section 5. Contractor Responsibility

5.1 Independent Contractor

The Contractor is an independent contractor and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

5.2 Responsibility for Work

The Contractor shall take the whole responsibility of the Agreement Work and shall bear all losses resulting to him because of bad weather, or because of errors or omissions in his or its bid on the Agreement price, or except as otherwise provided in the Agreement Documents because of any other causes whatsoever.

The Contractor shall assign a Supervisor and identify assigned personnel to the City account. Supervisor is responsible to keep the City informed of the contractor's activities and have in place a dispatch method available at all times who can be contacted by the City by radio, beepers, cellular phones etc. This assigned Supervisor will be responsible for overseeing all work performed. If at any time the assigned supervisor is replaced during the term of this contract, the Contractor must provide all updated information and details as requested and must be approved by the City. Any change in Contractor's assigned staff must also have prior approval by the City.

The Contractor is responsible to submit a proposed schedule to the City consisting of planned work to be accomplished. The Public Works Director; or his designee, shall have approval authority over the proposed schedule. Contractor may not change the schedule without the prior written authorization of the Public Works Director, or his designee. The City reserves the right to change the schedule, with adequate notification, so the best benefit of the work can be achieved

5.3 Contractor's Records

As a condition precedent to Contractor filing any claim against City, Contractor shall make available to City all of Contractor's books and records (directly or indirectly related to the claim of Contractor's business) requested by City. Refusal to do so shall constitute a material breach of this contract and cause for dismissal of any litigation.

5.4 Liquidated Damages

The Contractor shall pay to the party of the first part, as damages for non-completion of the work within the time stipulated for its completion, one thousand dollars (\$1,000.00) for each and every day which may exceed the stipulated time for its completion, is hereby agreed upon, fixed and determined by the parties hereto as liquidated damages that the party of the first part will suffer by reason of such default and not by way of penalty.

The party of the first part is hereby authorized to deduct the said sum of one thousand dollars (\$1,000.00) per day from the moneys which may be due or become due said Contractor for the work under this contract, or as much thereof as the Owner may, at its own option, deem just and reasonable.

Section 6. Additional Services

The City may require additional services of a similar nature, but not specifically identified in the contract. The Contractor agrees to provide such items/services, and shall provide the City prices on such additional items or services based upon a formula or method which is the same or similar to that used in establishing the prices in this proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items/services from other vendors or to cancel the contract. Furthermore, the City reserves the right to delete or revise items and services under this proposal at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period. Items revised must be mutually agreed upon in writing by the Contractor.

Section 7. Termination

7.1 Termination for Convenience

Either party upon a seven (7) day written notice to the other party may terminate this Contract. In the event of any termination, Contractor shall be paid for all services rendered to the date of termination.

7.2 Termination for Cause

The performance of the Contract may be terminated by the City of Stuart in accordance with this clause, in whole or in part, in writing, whenever the City shall determine that the contractor has failed to meet performance requirement(s) of the Contract. If the successful bidder should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should fail to provide properly skilled personnel or proper service in the sole discretion of the City, then the City can, after giving the successful bidder seven (7) days written notice, and without prejudice to any other right or remedy, terminate this Contract.

7.3 Disqualification

Contractors must attend the mandatory pre-bid meeting to address the scope of work and questions about the project. Failure to attend three meetings per contract year may be cause for disqualification / termination of your agreement.

7.4 Default

In the event that the Contractor cannot respond adequately to the needs of the City by reason of equipment failure or any other reason, the Contractor shall advise the City, as soon as possible, and further advise as to the length of said inability. The City may then consider said inability to be a breach of this Contract and may undertake the necessary work through the remaining prequalified Contractors or its own services.

Section 8. CITY's Obligations

8.1 Designated Representative

The Designated Representative of the City to act with authority on the City's behalf with respect to all aspects of the Project shall be identified in each Project Authorization.

Section 9. Persons Bound by Agreement

9.1 Parties to the Contract

The persons bound by this Contract are the Contractor and the City and their respective partners, successors, heirs, executors, administrators, assigns and other legal representative.

9.2 Assignment of Interest in Contract

This Contract and any interest or services associated with this Contract may not be assigned, sublet or transferred to another by either party without the prior written consent of the other party. Contractor will not be permitted to subcontract any of the work requirements to be performed of the services hereunder.

9.3 Other Entity Use

The successful Contractor may be requested to convey its proposal prices, contract terms and conditions, to municipalities or other governmental agencies.

9.4 Inspection

The project will be inspected by the Project Manager for the City and will be rejected if it is not to conformity with the Agreement provisions. Rejected work will be immediately corrected by the Contractor. When the work is substantially completed, the Contractor shall notify the City in writing that the work shall be ready for inspection on a definite date, at least five (5) business day following the completion of work, which shall be stated in such notice.

9.5 Start of Work and Time for Completion

It is hereby understood and mutually agreed by and between parties hereto that the time of completion is an essential condition of this contract. By submitting a bid response to WOR, Contractor agrees to start the work within ten (10) days of issuance of Notice to Proceed. Contractor is to prosecute the work uninterrupted in such a manner, with sufficient labor, equipment and/or materials so as to insure work is completed within designated completion time. In the event the Contractor, due to circumstances beyond his/her control, cannot complete the project within this time frame, he/she shall immediately make this fact known to the Project Manager or designee.

The Contractor shall, within Two (2) business days from the beginning of such delay, notify Project Manager, in writing, with copy to the Procurement Manager, of the cause(s) of the delay. If the Contractor shall be delayed in the completion of its work by reason of unforeseeable causes beyond its control and without fault or negligence, including, but not restricted to, acts of God or neglect of any other contractor, the period herein specified above specified for the completion of delivery shall be extended by such time as shall be approved by the Project Manager.

9.6 Rights and Benefits

Nothing herein shall be construed to give any rights or benefits arising from this Contract to anyone other than Contractor and the City.

Section 10. Indemnification of City

Contractor assumes the entire responsibility and liability for all damages or injury to all persons, and to all property, caused by the Contractor or Contractor's employees, agents, consultants or sub-contractors, and Contractor shall to the fullest extent allowed by law, indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, omission, or intentional conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the contract. Specific consideration for this indemnity is \$10.00, the receipt and sufficiency of which are hereby acknowledged by Contractor.

Contractor shall obtain, maintain and pay for general liability insurance coverage to insure the provisions of this paragraph.

Section 11. Insurance

11.1. Requirements

Contractor shall procure and maintain insurance, in the amounts noted in Item 5.2 of the Request for Qualification and included in "**Exhibit D**" of this Contract, which names the Contractor, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for notification of the City 30 days in advance of any material change or cancellation. The City by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A:VII or better. When a self insured retention or deductible exceeds \$5,000, the City reserves the right, but not the obligation, to review and request a copy of contractor's most recent annual report or audited financial statement. All contractors, including any independent contractors and subcontractors utilized, must comply with the insurance requirements as set forth in the documents identified and listed in "**Exhibit D**" attached hereto.

11.2 Certificate of Insurance

Certificates of all insurance required from the Contractor shall be attached to this agreement and shall be subject to the City's approval for adequacy.

11.3 Status of Claim.

The Contractor shall be responsible for keeping the City currently advised as to the status of any claims made for damages against the Contractor resulting from services performed under this Contract. The Contractor shall send notice of claims related to work under this Contract to the City. Copies of the notices shall be sent by fax, hand delivery or regular mail to:

Public Works, City of Stuart
121 S.W. Flagler Avenue
Stuart, Florida 34994
FAX: (772) 288-5381

Section 12. Contractors Standards

All work performed by Contractor will be in accordance with the same degree of care, skill, and diligence in the performance of the work as is ordinarily provided by a contractor under similar circumstances and contractor shall, at no additional cost to the City, correct any deficiency which fails to satisfy the foregoing standard of the highest professional standards and in accordance with all applicable governmental regulations.

Section 13. Non-Appropriation

This Contract is deemed effective only to the extent of the annual appropriations available.

Section 14. General Conditions

14.1 Venue in Martin County

Jurisdiction and venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in the County Court or the Circuit Court in and for Martin County, Florida.

14.2 Laws of Florida

The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida.

14.3 Attorney's Fees and Costs

In the event the Contractor defaults in the performance of any of the terms, covenants and conditions of this Contract, the Professional agrees to pay all damages and costs incurred by the City in the enforcement of this Contract, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

14.4 Mediation as Condition Precedent to Litigation

Prior to the initiation of any litigation by the parties concerning this Contract, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the City shall select the mediator who, if selected solely by the City, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

14.5 Contract Amendment

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written documents executed with the same formality and of equal dignity herewith. No verbal agreement by the City or the City's representative identified herein shall be binding or enforceable against the City.

14.6 Contractual Authority

By signing this Contract the Contractor swears or affirms, under penalty of perjury, that this is a valid act of the Contractor, and that no later claim shall be made by the CONTRACTOR that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the proper authority to execute the Contract. In the event that a court of competent jurisdiction later determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Contract shall nonetheless be deemed valid under the theory of "apparent authority," or in the sole alternative of the City, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

14.7 Sovereign Immunity

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under chapter 768.20 Florida Statutes as amended.

Section 15. Public Records

In compliance with F.S. 119.0701 the Contractor shall:

Keep and maintain public records that would ordinarily and necessarily be required by the public agency in order to perform the service. This includes, without limitation, any and all financial, accounting, operational or service records or reports kept, generated or issued as a normal part of the services provided.

Provide the public with access to these public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

Ensure that public records that are considered exempt or confidential, and therefore exempt from public records disclosure requirements, are not disclosed except as authorized by law.

Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency."

If the Contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the Contract.

Section 16. Exhibits

The following Exhibits are attached to and made a part of this Contract:

“**Exhibit A**” - "Proposal as Submitted by Contractor and Accepted by City"

“**Exhibit B**” - “Original Request for Qualification as Issued by City, including all Addenda”

“**Exhibit C**” - "Fee Schedule"

“**Exhibit D**” - "Insurance and Indemnification"

IN WITNESS WHEREOF, the CITY and the Professional have made and executed this Contract the day and year first above written:

ATTEST:

CITY OF STUART, FLORIDA

CHERYL WHITE
CITY CLERK

KELLI GLASS LEIGHTON
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

WITNESSES:

CONTRACTOR

(Signature)

(Signature)

(Signature)

Printed Name

Title

5.9 WORK ORDER REQUEST



City of Stuart

121 SW Flagler Avenue
Stuart, FL 34994
Phone: 772-288-5308
Fax: 772-600-0134
www.cityofstuart.us

WORK ORDER

W.O. #: _____
W.O. Date: _____

Requested By: Dave Peters, Asst Public Works Dir
RFQ# 2015-156
Department: Public Works

NOTICE OF SOLICITATION **CONTRACTOR**

[Name]
[Company Name]
[Street Address]
[City, ST ZIP]
[Phone]
[Email]

Mandatory Pre-Bid Meeting Date: _____
Opening Due Date: _____
Completion Time (ANTP): _____

STATEMENT OF WORK

ADDITIONAL COMMENTS

Authorized Signature: _____

Date: _____

EXHIBIT A

GENERAL CONSTRUCTION CONDITIONS

It is mutually agreed by the parties hereto that this contract is subject to the provisions of the Charter of the City of Stuart and of the provisions of the Constitution of Florida and of the several acts of the Legislature under which the City exists and of the ordinances and resolutions authorizing this improvement; that upon ten-days written notice the work under this contract may, without cost or claim against said City of Stuart, be suspended by the City Commission for cause; that upon complaint of any owner of any real estate to be assessed for this improvement, that this improvement is not being constructed in accordance with this contract, the City Commission shall consider the complaint and make such order in the premises as it may deem just, and the decision of the City Commission shall be final; that this contract is subject to the additional conditions and stipulations which follow.

All materials and workmanship shall be first class and nothing herein shall be construed as to relieve the Contractor from this responsibility.

1. THE CONTRACT: Except titles, subtitles, headings, running headlines, tables of contents and indices, the following, except for such portions thereof as may be specifically excluded, constitute the Contract:

- The Notice to Bidders
- Statement of Work
- The Bid
- Acknowledgment of Bidders, Contractors and City Officials
- The Bid Bond
- Questionnaire Forms
- The Instructions to Bidders
- Special Conditions
- General Conditions
- Specific Provisions
- The Contract
- Surety Bond
- The Performance Bond
- Final Receipt
- The Plans, Revisions and Supplementary Drawings
- All addenda issued by the City prior to the receipt of bids
- All provisions required by law to be inserted in this Contract, whether actually inserted or not.
- Change Orders
- Written Instructions from the Engineer

2. DEFINITIONS: The following words and expressions, or pronouns used in their stead, shall wherever they appear in the Contract and the Contract Documents, be construed as follows, unless a different meaning is clear from the context:

"Owner" - Wherever the words "City Commission", "Owner", or pronoun in lieu thereof is used in this Contract, the same shall be considered as referring to and meaning the City Commission of the City of Stuart, Florida.

"Contractor" - shall mean the party of the second part hereto, whether corporation, firm, partnership, or individual, or any combination thereof, and its, their, or his successors, personal representatives, executors, administrators, and assigns, and any person, firm or corporation who or which shall at any time be substituted in the place of the party of the second part under this contract.

"City Engineer" or "Engineer" - Wherever the words, "City Engineer ", "Engineer" or a pronoun in lieu thereof is used in the Contract, the same shall be considered as referring to and meaning the City's Engineer of Record on this project; and/or the Public Works Director of the City of Stuart, Florida and his authorized agents.

"Inspector" - A representative of the City Public Works Director.

"Surety" - shall mean any corporation that executes, as surety, the Contractor's performance bond securing the performance of this Contract.

"The Work" - shall mean everything expressly or implied to be required to be furnished and done by the Contractor under the Contract and shall include both contract work and extra work.

"Contract Work" - shall mean everything expressly or implied to be required to be furnished and done by the Contractor *by any one or more of the parts of the Contract* referred to in the Contract hereof except extra work as hereinafter defined, it being understood that, in case of any inconsistency in or between any part or parts of this Contract, the City Purchasing Manager shall determine which shall prevail.

"Extra Work" - shall mean work other than that required either expressly or implied by the Contract in its present form.

"Bidding Documents" - Bidding documents shall include, but not be limited to, the following: Notice to Contractor, Instructions to Bidders, Proposal, Itemized Proposal Sheet, Special Conditions and/or Special Provisions.

"Final Acceptance" - shall mean acceptance of the work by the City Public Works Director as evidenced by his signature upon the final certificate of completion. Such acceptance shall be deemed to have taken place only if and when such signature is affixed to such certificate.

"Contract" or "Contract Documents" - shall mean each of the various parts of the contract referred to under the heading "The Contract", hereof, both as a whole or severally.

"Plans" - shall mean only those drawings specifically referred to as such in these documents or in any Addendum. The drawings or reproductions thereof which have been prepared by the City Public Works Director which show the locations, character, dimensions, and details of the work to be done. Drawings issued after the execution of the Contract to further explain or to illustrate or to show changes in the work will be known as "Supplementary Drawings" *and shall be binding upon the Contractor with the same force as the plans*. All working drawings submitted by the Contractor and approved by the Engineer become a part of the plans.

"Specifications" - shall mean any construction standards and/or specifications, issued by the office of the Public Works Director, City of Stuart, including any revision thereof.

"Addendum" or "Addenda" - shall mean the additional contract provisions issued in writing, by the Engineer, prior to the receipt of bids.

"Notice" - shall mean written notice. Notice shall be served upon the Contractor, either personally or by leaving the said notice at his residence or with his agent in charge of the work, or addressed to the Contractor at the residence or place of business given in the bid and deposited in a postpaid wrapper in any post office box regularly maintained by the United States Post Office.

"Site" - shall mean the area upon or in which the Contractor's operations are carried on and such other areas adjacent thereto as may be designated as such by the Engineer.

"Subcontractor" - shall mean any person, firm or corporation other than employees of the Contractor, who or which contracts with the Contractor, to furnish, or actually furnishes labor or labor and materials, or labor and equipment, or labor, materials and equipment at the site.

"Directed", "Required", "Permitted", "Designated", "Ordered", "Prescribed", and words of like import shall imply, unless otherwise specifically provided, the direction, requirements, permission, designation, order or prescription of the Engineer and 'approved', 'acceptable', "Satisfactory", "In the judgment of", and words of like import shall mean, unless otherwise specifically provided, approved by or acceptable to, or satisfactory to, or in the judgment of the Engineer.

"Day" - shall mean calendar day.

"Change Order" - shall mean a written order issued by the Purchasing Manager to the Contractor directing certain changes, additions, or reductions in the work or in the materials or methods to be used.

3. APPLICATION OF SPECIFICATIONS: When issued, construction standards and specifications, from the office of the Public Works Director, City of Stuart, are grouped under several sections. Each of these sections is primarily a particular phase of construction and shall be applied where appropriate. In no way shall any section be restricted to that particular section, but shall be applied to and govern any and all construction that applies, specifically states, or requires the operation as outlined in the section.

4. REFERENCE TO STANDARDS: Whenever reference is made to the furnishing of materials or testing thereof to conform to the standards of any technical society, organization, or body, it shall be construed to mean the latest standard, code, specification or tentative specification adopted and published at the date of advertisement for bids, even though reference has been made to an earlier standard. The following list of specifications is hereby made a part of the contract the same as if herein repeated in full. In the event of any conflict between any of these specifications, standards, codes, or tentative specifications, and the City of Stuart standard specifications, the latter shall govern. In the event that one of the following conflicts with another, the decision as to which shall govern will be decided by the Engineer, whose judgment will be final.

Reference to a technical society, organization, or body may be made in the specifications by abbreviations, in accordance with the following list:

AASHO	for American Association of State Highway Officials
ACI	for American Concrete Institute
AGMA	for American Gear Manufacturers Association

AIEE	for American Institute of Electrical Engineers
AISC	for American Institute of Steel Construction
ASCE	for American Society of Civil Engineers
ASA	for American Standards Association
ASTM	for American Society for Testing Materials
ASME	for American Society of Mechanical Engineers
AWSC	for American Welding Society Code
AWWA	for American Water Works Association
CIPRA	for Cast Iron Pipe Research Association
FED SPEC	for Federal Specifications
NAV SPEC	for Navy Department Specification
NEC	for National Electric Code
NEMA	for National Electrical Manufacturers Association
NLMA	for National Lumber Manufacturers Association
SAE	for Society of Automotive Engineers Standards
SBC	for City of Stuart Building Code
U.L. Inc.	for Underwriters' Laboratories, Inc.
DOT	for Department of Transportation
FSBH	for Florida State Board of Health
MCHD	for Martin County Health Department
SHBI	for Steel Heating Boiler Institute
AWPA	for American Wood Preservers Association
SoBC	for Southern Building Code
FPC	for Florida Pollution Control
EPA	for Environmental Protection Agency
CofS	City of Stuart code of ordinances, charter, regulations

When no reference is made to a code, standard or specification, the standard specifications for the ASTM, the ASA, the ASME, the AIEE, or the NEMA shall govern.

5. TIME OF STARTING WORK: The work embraced in this contract shall be actively begun within ten days after notice has been given by the Engineer or Owner to commence construction, at such point or points as the Engineer may authorize, but no work shall be initiated until the Contractor has received the written authorization of the Engineer to do so. The work shall be carried on regularly and uninterruptedly with sufficient force to insure its completion within the time specified in the Proposal. Days when weather conditions prevent the continuance of the work shall not be charged against the contract time. Failure to so begin shall render the Contractor liable to the City of Stuart in the amount of ninety dollars (\$90.00) as liquidated damages for each and every day's delay in commencing work. For reasons satisfactory to the Owner, said Owner may, at its own option, waive any claims on the Contractor for damages here referred to.

6. TIME OF COMPLETION: Time being an essential condition of this contract; the entire work shall be completed on or before the dates herein before set forth. All material used in the construction must be removed from the streets, alleys, sidewalks and other parts of the work must be cleaned, satisfactorily to the Engineer, by the date aforesaid.

7. LIQUIDATED DAMAGES: The Contractor shall pay to the party of the first part, as damages for non-completion of the work within the time stipulated for its completion, one thousand dollars (\$1,000.00) for each and every day which may exceed the stipulated time for its completion, is hereby

agreed upon, fixed and determined by the parties hereto as liquidated damages that the party of the first part will suffer by reason of such default and not by way of penalty.

The party of the first part is hereby authorized to deduct the said sum of one thousand dollars (\$1,000.00) per day from the moneys which may be due or become due said Contractor for the work under this contract, or as much thereof as the Owner may, at its own option, deem just and reasonable.

8. REIMBURSEMENT OF ENGINEERING EXPENSES: Should the entire completion and acceptance of the work herein embraced, together with any modifications or additions, be delayed beyond the time herein set it is understood and agreed that, aside from any other damage per day for such delay, from such time until the same is completed and accepted as herein provided, all cost of engineering and inspection on behalf of the Owner will be charged to the Contractor hereunder, and deducted from any estimate or payment otherwise due and payable to him from time to time.

9. EXTENSION OF TIME: The Contractor shall not be entitled to any claim for damages for any hindrances or delay from any cause whatsoever including a delay caused by the City or the Engineer, but such hindrances or delay may entitle him to an extension of time for completing the work. Said extension shall be, as determined by the Owner, sufficient to compensate for the detention, provided it shall have immediate notice from the Contractor, in writing, of the cause and the probable length of detention; however, neither an extension of time for any reason beyond the date set herein, nor the acceptance of any work subsequent to said date, shall be deemed a waiver by said party of the first part of the right to abrogate the contract for delay.

Requests for "rain days" will only considered for critical path items in compliance with FDOT Specifications.

10. SCHEDULE OF WORK: Within two weeks after the execution of the contract, the Contractor shall submit, for approval, a schedule of work consisting of maps and written description, describing how he intends to progress with the construction within the contract limits. If this schedule is not submitted within the prescribed time, the Contractor shall not be permitted to start any construction until said schedule is submitted and approved.

Any and all delays in construction, due to the Contractor's failure to submit the required data at the prescribed time, shall not be sufficient reason for any requests for any extra payment or extension of contract time for said delays.

The Contractor will be issued a formal written "Notice to Proceed" at or shortly after the "Pre-Construction Meeting". This notice will contain the official start and completion dates for the project work. The allowable contract time will commence on the date specified in the "Notice to Proceed."

Where any intersection is to be cut or reconstructed, the Contractor shall also furnish for approval by the appropriate director at the City of Stuart, Martin County, or FDOT, a map indicating how he intends to detour traffic around said intersection. When this traffic detour map is first approved, at the beginning of the job, it does not relieve the Contractor from his responsibility of notifying the Transportation Director, in writing, a minimum of 48 hours in advance of any construction within the intersection. Contractor will be required to maintain traffic at all times, except where it constitutes a hardship on the Contractor or a hardship on the general public, as determined by the Public Works Director.

11. CONTROL OF THE WORK: The Engineer, under authority and direction of the Owner, shall have full control and direction of the work in all respects. All explanations, directions, working drawings, sketches, etc., necessary to carry out and complete the work in a manner satisfactory to the Owner shall be given by the Engineer. The Engineer and his authorized assistants shall, at all times,

have the right to inspect the work and materials. The Contractor shall furnish all reasonable facilities for obtaining such information as the Engineer may desire respecting the quality of the work and materials and the manner of conducting the work. Should the Contractor perform work in darkness ordinarily carried on in the daytime, he shall give ample notice to the Engineer so that proper and adequate inspection may be provided. Such work shall be done only under such regulations as are furnished in writing by the Engineer, and no extra compensation shall be allowed the Contractor therefore. In the event of night work, the Contractor shall furnish such light, satisfactory to the Engineer, as will insure proper inspection. Nothing herein contained shall relieve the Contractor from compliance with any and all City ordinances relating to noise or work during prohibited hours.

12. INSPECTION: No Inspector shall have the power to waive the obligations resting upon the Contractor to furnish good material and do good work as herein prescribed. Any failure or omission on the part of any Inspector or the Engineer to condemn any defective material or work shall not release the Contractor from the obligation to at once tear out, remove and properly replace or rebuild the same at any time upon discovery of the defect and upon notice from the Owner or Engineer to do so.

13. OWNER'S RIGHT TO TERMINATE CONTRACT: If, in the sole opinion of the Owner, the Contractor shall be improperly performing said work, or shall neglect or refuse to take out or rebuild such work as shall have been rejected by the Engineer as being defective or unsuitable, or if at any time the Owner shall be of the opinion that the said work is being unnecessarily delayed and will not be finished within the prescribed time, they shall notify the Contractor in writing, and if the Contractor shall not within ten (10) days thereafter take such measures as will, in the judgment of the Owner, insure satisfactory performance, construction and completion of the work. The Owner may otherwise notify the contractor to discontinue all work under this Contract. The Contractor shall immediately respect said notice and stop said work and cease to have any rights in the possession of the ground and shall forfeit his Contract. The owner may thereupon advertise and let a Contract for the uncompleted work, and charge cost thereof to Contractor upon this Contract. Any excess of cost arising there from over and above original contract price shall be charged against the original Contractor and his surety or sureties who shall be liable therefore.

If the Contractor shall assign this Contract or any money accruing thereon or approved thereon, or abandon the work, or shall refuse or neglect to comply with the instructions of the Owner or Engineer relative thereto, or shall in any manner fail to comply with the specifications and stipulations herein contained, the Owner shall have the right to annul and cancel this Contract and proceed to re-let a Contract for the unfinished work. Such annulment shall not entitle the Contractor to any claim for damage on account thereof, nor shall it affect the right of the Owner to recover damages on account of such failure.

14. SUSPENSION OF WORK DUE TO WEATHER: During inclement weather, all work which might be damaged or rendered inferior by such weather conditions shall be suspended. The orders and decisions of the Engineer as to suspension shall be final and binding. During the suspension of the work for any cause, it must be suitably covered and protected so as to preserve it from injury by the weather or otherwise. If the Engineer shall so direct, the rubbish and surplus material shall be removed. If the Owner or Engineer orders the suspension of work due to inclement weather, the Contractor shall receive an extension of time for the full period when such suspension is in effect until the suspension is lifted by the Owner/Engineer.

15. CONTRACTOR'S UNDERSTANDING: The party of the second part hereby admits and agrees that he has carefully read and considered the instructions to bidders herewith, and that he has made his proposal and hereby makes this Contract with full knowledge and acquiescence therein.

16. CONTRACTOR'S RESPONSIBILITY: The Contractor shall accept full responsibility for the work until final acceptance. He shall protect the work against all loss or damage sustained during the progress of the work, and properly repair any damage done from any cause whatsoever.

17. SUPERINTENDENCE: When the Contractor is not present on the work, orders will be given to the foreman or superintendents who may have immediate charge thereof and shall be by them received and strictly obeyed.

18. EMPLOYEES: None but skilled foremen and workmen shall be employed on work requiring special qualifications. Any person employed on the work who fails, refuses or neglects to obey the instructions of the Engineer in anything relating to this work, or who appears to the Engineer to be disorderly, insubordinate, unfaithful or incompetent, shall upon the order of said Engineer, be at once discharged and not again employed on any part of the work. Any interference with, or abusive or threatening conduct toward the Engineer or his assistants by the Contractor or his employees or agents, shall be authority for the Owner to annul the contract and re-let the work.

19. SUBCONTRACTOR: The Contractor shall not sublet the whole or any part of the work without the written consent and approval of the Procurement & Contracting Services Manager. Within ten (10) days after official notification of starting date, the Contractor must submit in writing, to the Procurement Manager, a list of all subcontractors. No work shall be done by any subcontractor until such subcontractor has been officially approved by the Procurement Manager. *A subcontractor not appearing on original list will not be approved without written request submitted to the Procurement Manager and approved by the Owner.* In all cases, the Contractor shall give his personal attention to the work of the subcontractors and the subcontractor is liable to be discharged by the Engineer for neglect of duty, incompetence or misconduct.

20. AGREEMENTS WITH PROPERTY OWNERS: The Contractor will not use or store any materials on public or private property without written permission of the Owner. The City shall require from the Contractor a written copy of any and all agreements made between the Contractor and any private property owners regarding the use or storage of materials on their property.

21. BASIS OF PAYMENT: The price for each item shall include the furnishing of all labor, materials, equipment and incidentals required to complete the construction and to repair in a manner satisfactory to the Engineer any and all damage, as a result of work under this contract, done to existing structures, pavement, driveways, paved areas, curbs and gutters, sidewalks, shrubbery, grass, trees, utility poles, utility pipe lines, conduits, drains, catch basins, flagstones, rocked, graveled or stabilized areas or driveways and including all above and underground obstructions not specifically named herein replacing in a manner satisfactory to the Engineer any or all of the above items which may be damaged beyond repair as a result of work under this contract; performing the work necessary to complete any and all special connections, hangers, supports, bracing, blocking, shoring and patching necessary to complete the contract in a finished workmanlike manner ready for operation.

22. PAYMENTS : If evidence is produced before the final settlement of all or any balance, that the party of the second part has failed to pay to laborers, employed on this work, or failed to pay for the materials used therein, or if the Owner has reason to suspect the same, the Owner may withhold such balance, and, upon written evidence satisfactory to the owner as to the amount due for such labor and materials, settle and pay for the same and charge the amounts to the party of the second part and deduct the same from said balance or balances.

On or before the 10th day of the month in which the Contractor desires a partial payment, he shall submit an estimate for partial payment to the Engineer of Record. The partial payment estimate may be for the total value of all work completed to date, and may also include authorized change orders and materials at the job site which will be incorporated in the project within the forthcoming thirty-day period. A partial release of lien from all sub-contractors, suppliers and material men employed on the project shall accompany each partial payment estimate as a condition of payment. Payment of any undisputed sums will be made within 20 calendar days of submission of a pay request if it does not need to be reviewed and approved by the Engineer or Architect. If it must be reviewed and approved by an Architect or Engineer payment of any undisputed sums the pay request will be paid within 25 calendar days.

For any utility (water, sewer or drainage) or roadway construction and/or repair work that would require the contractor to perform a density test per the City of Stuart specifications, all hard copies of the density test reports performed within the requested pay period must be submitted with the payment application. Failure to provide the required documents may result in a delay of payment.

The City shall retain a portion of each partial payment according to the following schedule:

PERCENTAGE RETAINED FROM PARTIAL PAYMENT TO CONTRACTORS:

<u>Percentage of Work Completed</u>	<u>Percentage Retained by City</u>
0% to 50% Completion	10% of any moneys due Contractor
51% to 100% Completion	5% of any moneys due Contractor (at the sole discretion of the City)

The Owner/ Engineer shall review all estimates as submitted prior to making final payment shall adjust any discrepancy. The Engineer/Owner further reserves the right in the sole discretion of the Engineer/Owner to increase or decrease the percentage retained by the City in the event the job conditions warrant such action.

23. PURCHASING CARD PROGRAM: Preferred method of payment is by means of the City of Stuart Purchasing Card (VISA). The selected Bidder(s) can take advantage of this program and in consideration receive payment within several days, instead of the City's policy of Net 30 Days After Receipt of Invoice (ARI).

24. FINAL PAYMENT: When all work embraced in this contract shall have been fully completed, agreeable to the specifications and stipulations herein, and to the satisfaction of the Owner, the Owner shall cause a final estimate to be made of the amount and value of said work according to the prices and terms of this agreement. In making this final estimate neither the Owner nor the Contractor shall be stopped by the monthly estimates as aforesaid. From the sum total so found shall be deducted firstly all previous payments made to the Contractor, and secondly, all damages and proper charges under this agreement. The Contractor shall execute a final receipt and release on the forms provided by the Owner, making the final settlement and payment as aforesaid. A final release of lien from all sub-contractors, suppliers and material men employed on the project shall accompany the final payment estimate as a condition of payment.

Before final payment, a final inspection shall be held attended by the Contractor, the Owner, and the Architect/Engineer. All work shall be completed and accepted by the Owner/Engineer before the final payment will be made.

Before final settlement and payment is made under the terms of this Contract, such final settlement may, at the sole discretion of the Owner, be duly advertised at least ten (10) days prior thereto by publication of notice thereof at least twice in a public newspaper published in the City of Stuart and the City may withhold from all payments to the Contractor sufficient funds to insure payment of all claims files.

25. QUANTITIES: It is mutually agreed that the statement of work shows the approximate amounts only, and the plans, the general location; that no change will be made involving any departure from the general scheme of the work; that no such change involving material change in cost, either to the Owner or Contractor, shall be made, except upon written permission of the Owner; however, the Engineer shall have the right to make minor alterations in the line, grade, plan, form or materials of the work herein contemplated at any time before the completion of the same; that if such alterations shall diminish the quantity of the work to be done, such alterations shall not constitute a claim for damages or anticipated profits; that if such alterations increase the amount of the work to be done, such increase shall be paid for according to the quantity actually performed and at the price or prices stipulated therefore in the contract.

The owner shall, in all cases of dispute, determine the amount or quantity of the several kinds of work which are to be paid for under this contract, and shall decide all questions relative to the execution of the same and such estimates and decisions; shall be final and binding.

Any work not herein specified which may be fairly implied as included in the contract, of which the Owner shall judge, shall be done by the Contractor without extra charge.

26. EXTRA WORK: The City may, at any time by a written order and without notice to the sureties, require the performance of such extra work as it may find necessary or desirable arising out of the modification of the specification or plans. An order for extra work shall be valid only by an executed change order. All work so ordered must be performed by the Contractor. The amount of compensation to be paid to the Contractor for any work so ordered shall be in compliance with State Revolving Fund Program requirements and be determined as follows:

- A. By such applicable unit prices, if any, as are set forth in the contract; or
- B. If no such unit prices are so set forth, then by a lump sum or other unit prices mutually agreed upon by the City and the Contractor; or
- C. If no such unit prices are so set forth in the contract and if the parties cannot agree upon a lump sum or other unit prices, then by the actual net cost in money to the Contractor of the extra work performed and the cost shall be determined as follows:
 - 1) For all labor and foreman in direct charge of the authorized operations, the Contractor shall receive the current local rate of wages to be agreed upon in writing before starting such work, for each hour said labor and foreman are actually engaged thereon, to which shall be added an amount equal to 15 per cent of the sum thereof which shall be considered and accepted as full compensation for general supervision and the furnishing of small tools and miscellaneous equipment used, such as picks, shovels, hand pumps, and similar items.

- 2) For all materials used, the Contractor shall receive the actual cost of such materials delivered at the site and previously approved delivery point as established by original receipted bills. No percentage shall be added to this cost.
- 3) For special equipment and machinery such as power driven pumps, concrete mixers, trucks, and tractors, or other equipment, required for the economical performance of the authorized work, the Contractor shall receive payment based on the agreed rental price for each item of equipment and the actual time of its use on the work. No percentage shall be added to this sum.
- 4) The Contractor's profit shall be computed by taking 10% of the sum of Items 1 and 2. The total cost of performing this extra work shall be the sum of Items 1, 2, 3, and 4.

Records of extra work done, if any, shall be reviewed at the end of each day by the Contractor or his representative and the Engineer, duplicate copies of accepted records made and signed by both the Contractor or his representative and the Engineer, and one copy retained by each.

Claim for payment for extra work shall be submitted by the Contractor upon certified statement supported by receipted bills.

Such statements shall be submitted for the current contract payment for the month in which the work was done. No claim for extra work shall be allowed unless the same was ordered, in writing, as aforesaid and the claim presented at the time of the first estimate after the work is completed.

27. OMITTED WORK: The City may, at any time, by a written order and without notice to the sureties, require the omission of such contract work as it may find necessary or desirable. An order for omission of work shall be valid only by an executed change order. All work so ordered must be omitted by the Contractor. The amount by which the contract price shall be reduced shall be determined as follows:

- A. By such applicable unit prices, if any, as are set forth in the contract; or
- B. By the appropriate lump sum price set forth in the contract; or
- C. By the reasonable and fair estimated cost of such omitted work as determined by the Engineer and approved by the City Commission.

28. DISPUTED WORK: If the Contractor is of the opinion that any work required, necessitated, or ordered is not within the terms and provisions of this contract, he must promptly notify the Engineer, in writing, of his contentions with respect thereto and request a final determination thereon. If the Engineer determines that the work in question is contract work and not extra work, or that the order complained of is proper, he will direct the Contractor to proceed and the Contractor must promptly comply. Final determination and decisions in case any question shall arise shall constitute a condition precedent to the right of the Contractor to receive any money therefore, until the matter in question has been determined.

29. LIABLE: The City of Stuart shall not be held liable for any damages or extras to either the general contractor on this project or utilities, should said damages or extras occur through neglect, failure or delay of the general contractor on this project, or improvement, to coordinate his work with others.

30. PERMITS AND PROTECTION OF PUBLIC: The Contractor shall be required to apply for and obtain all permits required from any municipality or county (including the City of Stuart, FDOT, and Martin County) to accomplish this work at his own expense. If applicable the Contractor may submit the permit fees and bonds on the appropriate line item in the bid documents.

The Contractor shall be required to observe all the ordinances in relation to obtaining permits for occupying, excavating, or in any way obstructing the streets and alleys. The Contractor shall erect and maintain barricades and sufficient safeguards around all excavations, embankments or obstructions; shall place sufficient warning lights at or near the work; keep the same burning from sunset to sunrise, employ watchmen, and strictly obey all laws and ordinances controlling or limiting those engaged in similar work.

Where there are telephone, telegraph, light or power poles, water mains, conduits, pipes or drains or other construction either public or private in or on the streets or alleys, the work shall be so conducted that no interruption or delay will be caused in the operation or use of the same. Proper written notice shall be given, and all the facilities, afforded the owners of such construction encountered or likely to be encountered, as will enable them to preserve the same from injury.

The Contractor shall not be permitted to interfere with public travel and convenience by grading or tearing up streets indiscriminately, but the work of constructing the various items in this improvement shall proceed in an orderly, systematic and progressive manner.

Before any work can be done within the roadway or any portion of the public right-of-way, the Contractor must submit and obtain approval from the Owner a Maintenance of Traffic (MOT) plan.

31. ROYALTIES AND PATENTS: All fees, royalties and claims for any invention, or pretended invention, or patent on any article, material, arrangement, appliance or method that may be used upon or in any manner be connected with the construction of this work or appurtenances are hereby included in the prices stipulated in this contract for said work; the Contractor hereby expressly binds himself or itself to indemnify and save harmless the said City of Stuart from all such claims and fees and from any and all suits and action of every name and description that may be brought against said City on account of any such claims, fees, royalties, or costs for any such invention or patent, and from any and all suits or actions that may be brought against said City for the infringement of any and all patents or patent rights claimed by any person, firm or corporation.

32. INSURANCE: The Successful bidder shall not commence any work in connection with this agreement until it has obtained all of the types of insurance detailed in Item 5.3 and such insurance has been approved by the City, nor shall the successful bidder allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained and approved. All policies shall be with insurers qualified and doing business in the State of Florida.

33. INDEMNITY: The said party of the second part hereby binds himself or itself to indemnify and save harmless the Owner from or on account of any injuries or damages, received or sustained by the party of the first part or any person or persons during or on account of the construction of this work; or by or in consequence of any negligence in connection with the same; or by use of any improper materials or by or on account of any act of omission of the said party of the second part or his or its agents, servants or employees. Said indemnity to be covered by and limited to the amount of Comprehensive General Liability Insurance set forth under the heading Public Liability Insurance.

In case of injury to persons, animals or property by reason of failure to erect or maintain proper and necessary barricades, safeguards and signals, or by reason of any negligence of any Contractor, subcontractor, or any of the Contractor's agents, servants, or employees during the performance of the work before the estimates have become due under this contract, the Owner may, through its officials, withhold such payments, so long as may seem necessary for the indemnity of the Owner, provided that the failure to pay the same shall not be construed or considered as a waiver of the indemnity as above set forth.

34. INSURANCE COVERING SPECIAL HAZARDS: The successful bidder is required to have an emergency action plan in place to mitigate any exposure caused by windstorms, flood or other weather related occurrences. The successful bidder is responsible for securing and/or removing temporary devices and securing the construction site.

Contractor will prepare a Hurricane Emergency Plan similar to the following:

In the event of a hurricane, the following plan will be implemented:

Initial Notice of Pending Storm via Radio and/or Television:

- The Contractor will notify the City of the storm and both entities will follow the tracking to determine if the project site will be in the cone of influence for the storm.
- The Contractor will make plans for the storage/removal of all equipment and materials on the project.
- The Contractor will make sure the City has an up to date emergency list for the Contractor's personnel and the City will provide the Contractor with a list of appropriate City emergency personnel.

72 Hours Prior to Landfall:

- The Contractor will open all drainage to minimize flooding of the adjacent neighborhoods and roads.
- The Contractor will make necessary improvements to the project to protect his work.
- The Contractor will begin securing all materials and equipment on the project.
- The Contractor will install any necessary pavement markings on the pavement anticipating the removal of all temporary devices.

48 Hours Prior to Landfall:

- The Contractor will remove all temporary signing and Maintenance of Traffic devices from the roadway.
- The Contractor will complete the securing of all materials and equipment on the project.
- The Contractor will notify the City of the securing of the project.
- The Contractor will vacate the project site.

24 Hours Prior to Landfall:

- Emergency personnel for the Contractor will be available by telephone.
- All Contractor personnel will be off the project site.

12 Hours Following the Hurricane Event:

- Contractor emergency personnel will review the site and make preparations for any repairs.
- The Contractor will notify the City emergency personnel of the status of the project site.
- The Contractor will document all damage caused by the storm event.

Contractor shall become familiar with and prepare for the normal weather conditions existing in Martin County, Florida. Normal weather conditions are expected to impact the Work in numerous ways, including but not limited to, delays during and after periods of rainfall, temporary flooding and ponding, wet ground, high winds and debris. Contractor's Contract Price and Project Schedule, and any subsequent approved revisions thereto, shall sufficiently anticipate and include normal weather Days as reflected by 10-year average of historical records produced by the National Weather Service. Additionally, the Contractor assumes the risk for all costs associated with concealed Site conditions which are foreseeable through the exercise of due diligence. Again, it shall be the obligation of the Contractor to fully investigate the Site and provide sufficient contingency amounts for conditions which are foreseeable.

35. CONTINGENT LIABILITY: The above policies for public liability insurance must be so written as to include contingent liability insurance to protect the Contractor against claims arising from the operations of subcontractors.

36. PROOF OF CARRIAGE OF INSURANCE: The Contractor shall furnish the City with satisfactory proof of carriage of the insurance required.

37. SANITARY REGULATIONS: Necessary sanitary conveniences, for the use of laborers on the work, shall be erected and maintained by the Contractor, in such a manner and at such points as shall be approved by the Engineer. Their use shall be strictly enforced. The Contractor shall supply sufficient drinking water to his employees from such sources as shall be approved by the Engineer, and shall obey and enforce such sanitary regulations and take such precautions against infectious diseases, as the Engineer may deem necessary. Should any infectious diseases occur among his employees, he shall arrange for the immediate removal of the patient from the work and isolation of all persons connected with the work.

38. SHANTIES: Should the Contractor build shanties or other structures for housing personnel, tools, machinery and supplies, they shall be permitted only at approved places, and their surroundings shall be maintained at all times in a satisfactory and sanitary manner. On or before the completion of the work, all such structures shall be removed, together with all rubbish and trash, at the expense of the Contractor.

39. PROTECTION OF WORK AND MATERIALS: Facilities for handling of material and inspecting the work shall at all times be furnished by the Contractor, and all costs due to delays in handling of materials or equipment, and loss or damage, shall be at the expense of the Contractor. The Contractor shall provide suitable and adequate storage for materials and equipment during the progress of the work and be responsible for any loss or damage to the materials furnished him under other contracts, as well as those furnished by him, until the final acceptance of the completed work.

40. COPIES FURNISHED TO CONTRACTOR: After the contract has been executed, the Contractor will be furnished with up to six (6) sets of paper prints of each sheet of the plans and bidding documents. Additional copies of plans and specifications, when requested, will be furnished to the Contractor at cost of reproduction.

The Contractor shall furnish each of the subcontractors, manufacturers and materialmen such copies of the contract documents as may be required for his work.

41. INTERPRETATION OF PLANS AND SPECIFICATIONS: The Engineer shall decide all questions concerning the interpretation of the plans and specifications pertaining to the character,

quality, amount and value of any work done and materials furnished under or by reason of this contract, and his estimate and decisions shall be final and conclusive. All questions regarding issues arising from the work herein not specifically addressed elsewhere in these documents shall be interpreted by the Engineer in his sole discretion and his decisions shall be final and conclusive.

42. CONTRACTOR TO CHECK PLANS AND DATA: The Contractor shall verify all dimensions, quantities, and details shown on the plans, supplementary drawings, schedules, or other data received from the Engineer, and shall notify him of all errors, omissions, conflicts and discrepancies found therein. Failure to discover or correct errors, conflicts, or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory work, faulty construction, or improper operation resulting there from nor from rectifying such condition at his own expense. He will not be allowed to take advantage of any error or omissions, as full instructions will be furnished by the Engineer, should any error or omissions be discovered. All schedules are given for the convenience of the Engineer and Contractor and are not guaranteed to be complete.

43. SUPPLEMENTARY DRAWINGS: When, in the opinion of the Engineer, it becomes necessary to explain more fully the work to be done, or to illustrate the work further, or to show any changes which may be required, drawings, known as supplementary drawings, with specifications pertaining thereto, will be prepared by the Engineer and five (5) paper prints thereof will be given to the Contractor.

The supplementary drawings shall be binding upon the Contractor with the same force as the plans. Where such supplementary drawings require either less or more than the estimated quantities of work, credit to the City of compensations therefore to the Contractor shall be subject to the terms of the agreement.

44. APPROVAL: If the shop working drawings show departures from the contract requirements, the Contractor shall make specific mention thereof in his letter of submittal: otherwise, approval of such submittals shall not constitute approval of the departure. Approval of the drawings shall constitute approval of the subject matter thereof only, and not of any structure, material, equipment or apparatus shown or indicated. The approval of drawings will be general, and shall not relieve the Contractor of responsibility for the accuracy of such drawings, nor for the proper fitting and construction of the work, nor for the furnishing of materials or work required by the contract and not indicated on the drawings. No work called for by working drawings shall be done until the said drawings have been approved by the Engineer.

If catalogue sheets or prints of manufacturers' standard drawings are submitted as working drawings, any additional information or changes on such drawings shall be typewritten or in ink.

The procedure in seeking approval of working drawings shall be as follows:

The Contractor shall submit promptly a sufficient number of copies of each shop drawing to provide the Engineer with three (3) copies in addition to the number of copies the Contractor requires for his own purpose. Re-submission of drawings shall be made in the same quantity until final approval is obtained.

After checking by the Engineer, the shop drawings will be stamped and marked in one of the following ways:

- A. Approved as drawn
- B. Approved as noted

- C. Approved as corrected - Resubmit
- D. Not approved - Resubmit

No work required by shop drawings shall be executed until approved by the Engineer and a copy stamped "Approved" is on the job site. No copies not so stamped shall be kept at the job site.

Approval by the Engineer of shop drawings for any material, apparatus, devices and layouts shall not relieve the Contractor from the responsibility of furnishing same of proper dimension size, quantity, quality, and all performance characteristics to efficiently perform the requirements and intent of the contract documents. Such approval shall not relieve the Contractor from responsibility for errors of any sort on the shop drawings. If the shop drawings deviate from the contract documents, the Contractor shall advise the Engineer of the deviations in writing accompanying the shop drawings, including the reasons for the deviations.

45. MATERIALS AND MANUFACTURED ARTICLES: In general, wherever in these contract documents a particular brand, make of material, manufactured article, device or equipment is shown or specified, such brand, make of material, manufactured article, device or equipment should be regarded merely as a standard. If two or more brands, makes of material, manufactured articles, devices or equipment are shown or specified, each should be regarded as the equal of the other. Any other brand, make of material, manufactured article, device or equipment which, in the opinion of the engineer, is the recognized equal of that specified, considering quality, workmanship and economy of operation, and is suitable for the purpose intended, will be accepted.

All material and workmanship shall in every respect, be in accordance with what, in the opinion of the engineer, is in conformity with approved modern practice.

Wherever the plans, specifications, or other contract documents, or the directions of the engineer admit of doubt as to what is permissible and/or fail to note the quality of any work that interpretation will be made by the engineer, which is in accordance with approved modern practice, to meet the particular requirements of the contract.

In all cases new materials shall be used, unless this provision - is waived by notice from the owner or the engineer in writing.

In certain specific instances, however, as may be listed and described in the Special Conditions contained herein, materials, manufactured articles, devices or equipment are deemed most suitable for the service anticipated. This is not done, however, to eliminate others equally as good and efficient. The contractor shall prepare his bid on the basis of the particular equipment and materials specified for the purpose of determining the low bid. The awarding of the contract will constitute a contractual obligation to furnish the specified equipment and materials unless the contractor desires to follow the following procedure:

After the execution of the contract, substitution of equipment of makes other than those named in the contract will be considered for two reasons only.

- 1. That the equipment proposed for substitution is superior in construction and/or efficiency to that named in the contract.
- 2. That the equipment proposed for substitution is equal in construction and/or efficiency to that named in the contract.

In either case, it will be assumed that the cost to the Contractor of the equipment proposed to be substituted is less than the equipment named in the contract and if the substitution is approved the contract price shall be reduced a corresponding amount.

To receive consideration, requests for substitution must be accompanied by documentary proof of the actual difference in cost to the Contractor in the shape of certified copies or equipment company's quotations to the Contractor covering the original equipment and also equipment proposed for substitution or other proof satisfactory to the Owner. It is the intention that the Owner shall receive the full benefit of the savings in cost involved in any substitution. In all cases the burden of proof that the equipment offered for substitution is equal or superior in construction and/or efficiency to that named in the contract shall rest on the Contractor, and unless the proof is satisfactory to the Owner, the substitution will not be approved. Requests for substitution on the grounds that better delivery can be obtained on the equipment proposed for substitution will not be approved for it will be considered that the Contractor in his proposal has named equipment on which he has received proposals from equipment manufacturers giving a delivery time which will permit completion of the project within the contract time. Requests for substitution of equipment, which the Contractor cannot prove to the satisfaction of the Owner to be equal or superior in construction and/or efficiency to that so named in the contract will not be approved.

In the event the Contractor obtains the Engineer's approval on equipment other than that which is shown on the plans and specified herein, the Contractor shall at his own expense make any changes in the structures, buildings or piping necessary to accommodate the equipment.

46. SAFEGUARDING MARKS: The Contractor shall safeguard all points, stakes, grade marks, monuments, and bench marks made or established on the work, bear the cost of re-establishing same if disturbed, or bear the entire expense of rectifying work improperly installed due to not maintaining or protecting or for removing without authorization, such established points, stakes and marks.

The Contractor shall safeguard all existing and known property corners, monuments and marks not related to the work and, if required, shall bear the cost of having them re-established by a licensed surveyor is disturbed or destroyed during the course of construction.

47. EXISTING UTILITY SERVICE: All existing utility service shall be maintained with a minimum of interruption at the expense of the Contractor.

48. SALES TAX ON PUBLIC WORKS CONSTRUCTION CONTRACTS: The Contractor shall familiarize himself with Florida law on sales tax and comply with the regulations set forth therein.

49. JOB DESCRIPTION SIGNS: Unless otherwise directed by the City, the Contractor shall furnish, erect, and maintain suitable weatherproof signs containing the following information:

- A. City Seal (in colors) in the upper left hand corner
- B. Project Number, Project Title and Bid Number
- C. Job Description
- D. Estimated Cost
- E. Completion Date

Minimum size of sign shall be four feet high, eight feet wide and shall be suitably anchored. The entire sign shall be painted with a white background and present a pleasing appearance. Lettering will be in black and will be of a size large enough to be easily read from the adjacent roadway. Exact location of

signs will be determined in the field. For linear projects, two (2) signs will be required, one at each end of the job. The cost of such job signs shall be at the sole expense of the Contractor.

50. PERMITS: The Contractor shall be responsible for obtaining all local building permits. It is the responsibility of each bidder to contact the appropriate permitting agency and determine what fees and submittals are necessary to pull a permit. By submitting a bid the bidder certifies that he/she has contacted the appropriate permitting agencies, is knowledgeable of all the permit submittal requirements, and is prepared to obtain a permit within a reasonable time to be specified by the City. The Contractor is required to pay all the required permit fees whether or not there is a line item in the bid schedule, so he/she should ensure that these costs are included in his/her bid submission.

51. CALENDAR DAY: A calendar day is defined as any calendar day including Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, Sunday, and all City, State, and Federal recognized holidays. All work performed during a calendar day shall be in accordance with the appropriate Section of the Code of Ordinances of the City of Stuart.

For this project, the Contractor may be required to work during night time hours between 7pm and 6am to complete all work. The Contractor is encouraged to work during daytime hours with minimal disruption to businesses and the traveling public.

Contractors wishing to work on Saturdays, Sundays or City recognized legal holiday, shall submit a request to the City's Project Manager, in writing, prior to starting such work.

52. REGULATIONS: These specifications will not relieve the Contractor from adhering to requirements or regulations of any regulatory agency. No Contractor will be permitted to work more than eight hours per day, forty hours per week on any contracts awarded by the City to perform municipal construction without receiving written approval from the Engineer. In the event approval is granted for a Contractor to work more than eight hours per day or forty hours per week, the cost of the engineering and inspection charges for this overtime work will be deducted from the Contractor's payments. Contractors receiving authorization from the Engineer to work overtime for the benefit or to protect the health and welfare of the City shall not be assessed for this overtime.

Inclement weather, relocation of conflicting utilities, change orders specifying a specific number of days' extension, or authorized written delays by the Engineer shall be not charged against the contract time. The decision of the Engineer as to the days not charged against the contract time shall be final and binding.

53. TESTING: All testing will be directed by the Contractor unless otherwise specifically stated in the plans or specifications all tests will be done by a laboratory approved by the City's Project Manager and the expenses will be paid by the Contractor.

The Contractor will be required, at his expense, to provide samples of materials to be tested, or make available or prepare sites for the testing procedures and supply any necessary equipment to make these tests in the field. The Contractor will be required to pay all expenses including all laboratory fees when the results of these tests have failed to meet the minimum standards within the specified tolerances set forth in the specifications. The Contractor may, at his option, be billed directly by the laboratory for these expenses or have the amount deducted from his final payment upon the completion of the contract.

All tests required, whether done by the City's or the Contractor's laboratory will be provided to the Engineer or his designated representative at the time and place of his choosing in his sole discretion.

54. FLORIDA EAST COAST RIGHT-OF-WAY: Whenever a City contractor is constructing within or immediately adjacent to the Florida East Coast Railway Company's right-of-way, it will be mandatory that the contractor carry separate bodily injury and property damage insurance in the amounts as stated below. This insurance shall be taken out and maintained during the life of the contract.

- A. Bodily injury insurance in an amount not less than \$500,000.00 for injuries, including wrongful death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of any one occurrence, and
- B. Property damage insurance in an amount not less than \$500,000.00 for damages on account of any one occurrence and in an amount not less than \$1,000,000.00 for damages on account of all occurrences

The above insurance requirements PERTAIN ONLY TO WORK DONE WITHIN FLORIDA EAST COAST RAILWAY Right-of-way. The above paragraphs are to be incorporated under the heading "Public Liability Insurance".

In addition to the above, the contractor will, prior to initiating work, contact the Florida East Coast Railway and ensure that they have adequate plans for the work to be constructed; that they are aware of the beginning and completion dates of said work, that no work to be accomplished will hazard or endanger any FEC trains or property; and that their Signal Group is notified to provide locates for their underground utilities (the FEC is not notified by Sunshine One Call). The Telephone number for the FEC Signal Group is: 1-800-342-1131 extension 2377 or 1-904-826-2377.

By submitting a bid the contractor certifies that he is aware of the above requirements and will comply with them.

55. LOCATING UNDERGROUND UTILITIES: In accordance with Florida law the Contractor will call the *Florida One Call* or other appropriate designated agency 48 hours prior to any ditching, trenching or digging in any areas of the project in order to have telephone, cable television, telegraph, light or power poles, water mains, conduits, pipes or drains or other underground utilities either public or private in or on the streets or alleys. All work on this project shall be conducted so that no interruption or delay will be caused in the operation or use of these utilities. When disruptions of utility services are unavoidable, necessary and planned for, proper written notice shall be given to all affected or likely to be affected citizens, at least 24 hours in advance, so that they are afforded the opportunity to make suitable arrangements to compensate for the service disruption.

In addition to the above, the contractor will initiating work, in or immediately adjacent to the Florida East Coast Railway right of way, prior to contact the Florida East Coast Railway and ensure that they have adequate plans for the work to be constructed; that they are aware of the beginning and completion dates of said work, that no work to be accomplished will hazard or endanger any FEC trains or property; and that their Signal Group is notified to provide locates for their underground utilities (the FEC is not notified by Sunshine One Call). The Telephone number for the FEC Signal Group is: 1-800-342-1131 extension 2377 or 1-904-826-2377.

56. DAMAGE TO PUBLIC OR PRIVATE PROPERTY: If, during construction, the Contractor causes any damage or aggravates an existing condition on public or private property, he shall be held responsible for complete replacement of those items in question.

If any of the items below are disturbed or any damage done to existing structures, pavement, meter posts, driveways, markers, street and traffic signs, paved areas, curbs and gutters, sidewalks, shrubbery, grass, trees, utility poles, utility pipe lines, conduits, drains, traffic and street light standards and foundations, roof drains, benches, meter boxes, striping, catch basins, flagstones, rocked, graveled or stabilized areas or driveways and including all obstructions not specifically named herein, shall be repaired in a manner satisfactory to the Engineer.

57. HURRICANE AND STORM WARNINGS: The Contractor will be required to remove all materials from the job site or provide safe storage for the same, that may be blown about or become a hazard during a hurricane or windstorm. Contractor shall also take necessary precautions to remove bullheads, dams or other structures blocking drains in the event of flooding conditions. No extra pay will be allowed for this work.

58. DUST PREVENTION: The Contractor shall, by means of a water spray, or temporary asphalt pavement, take all necessary precautions to prevent or abate a dust nuisance arising from dry weather or work in an incomplete stage. All costs of this work shall be included in cost of other parts of the work.

Should the Contractor fail to abate a dust nuisance by the above methods, then he will be required to immediately construct temporary patches as stated in Temporary Street Patches Specifications.

59. PLACING BARRICADES AND WARNING LIGHTS: The Contractor shall furnish and place, at his own expense, all barricades, warning lights, automatic blinker lights and such devices necessary to properly protect the work and vehicular and pedestrian traffic. Should the Contractor fail to erect or maintain same etc., the Engineer may, after 24 hour notice to the Contractor, proceed to have such placed and maintained by City or other forces and all costs incurred thereof charged to the Contractor and may be retained by the City from any moneys due, or to become due, to the Contractor.

60. POWER/UTILITIES: The Contractor shall furnish all electrical or other power required for construction, testing and trial operation prior to final acceptance by Owner.

61. TRAFFIC CONTROL: The Contractor shall coordinate all work and obtain, through the Public Works Department, a list of all entities that must receive road closure notification a minimum of 48 hours in advance before any traffic detours or road closures can be put into place. No sidewalks can be closed to the public without prior written approval from the Public Works Director. The MANUAL on TRAFFIC CONTROLS and SAFE PRACTICES, published by the Florida Department of Transportation shall be used as a guide for requirement and placement of traffic control devices, signs, and barricades. All Maintenance of Traffic (MOT) plans shall be submitted and approved by the Public Works Director before being put into place.

All traffic control devices, flashing lights, signs, and barricades shall be maintained in working condition at all times.

Traffic control devices, signs, and barricades within a state right of way shall be governed by MANUAL on TRAFFIC CONTROLS and SAFE PRACTICES, published by the Florida Department of Transportation.

62. PHOTOGRAPHIC DOCUMENTATION OF JOB SITE: *The Contractor shall be required to furnish the Owner with either videotapes and digital photographs of the entire jobsite prior to the start of any construction activity in a manner and format acceptable to the Public Works Director sufficient to document the condition of that site prior to any work being undertaken by the Contractor.* At the

completion of all construction activities, the Contractor shall be required to furnish the Owner with videotapes and digital photographs of the entire jobsite in a manner and format acceptable to the Public Works Director sufficient to document the condition of that site after the completion of all work being undertaken by the Contractor. The decision as to whether videotapes, digital photographs or both will be required will be at the sole discretion of the Public Works Director based on his assessment of which provides the best documentary evidence of the before and after conditions of the jobsite. Unless otherwise stipulated in the specifications, the Contractor shall furnish said photographic documentation of the job site at his own expense.

63. ACCESSIBILITY STANDARDS: In respect to the supply and/or installation of the services and/or items as outlined under this bid/contract; the Bidder/Contractor certifies that the work will done or the item provided is in compliance with the applicable ADA Standards and/or in compliance with the Florida Accessibility Code for Building Construction.

All applicable shop drawings will be submitted for review to ensure that the product or the work as required by this bid is in compliance with the applicable ADA Standards and/or in compliance with the Florida Accessibility Code for Building Construction.

64. RECORD DRAWINGS: Toward the end of the project prior to requesting the substantial completion walkthrough the Contractor shall produce at his own expense and submit to the Owner via the Engineer or Architect the following copies of record drawings for review and approval:

A. Three blue (or black) line drawings signed and sealed by a registered Professional Engineer or Professional Surveyor and Mapper licensed in the State of Florida.

At the completion of the project, including punch list items and prior to submitting an application for final payment, the Contractor shall produce at his own expense and submit to the Owner via the Engineer or Architect the following copies of final record drawings for review and approval:

B. Eight blue (or black) line drawings signed and sealed by a registered Professional Engineer or Professional Surveyor and Mapper licensed in the State of Florida.

C. One reproducible copy of the record drawings on Mylar signed and sealed by a registered Professional Engineer or Professional Surveyor and Mapper licensed in the State of Florida.

D. One digital copy of the record drawings in "AutoCAD" format version 2004 or earlier.

The Engineer may require the Contractor to submit additional signed and sealed copies of record drawings at any time in the process for review or use by the Owner and Engineer and the Contractor will provide additional signed and sealed copies as requested at no additional expense to the Owner or Engineer.

All engineering record drawings shall be signed and sealed by a registered Professional Engineer or Professional Surveyor and Mapper licensed in the State of Florida. All digital record information files must be in State Plane Coordinates: (NAD 83/90).

"Prior to the placement of any asphalt or concrete pavement, the contractor shall submit to the engineer "as-built" plans showing lime rock base grades, and all drainage, water and sewer improvements. Paving operations shall not commence until the engineer and the approving agency has reviewed the "as-builts".

The Contractor is responsible for providing all construction staking, as needed, to accurately complete the project.

65. UTILITY HOOK UP: The Contractor shall be responsible for all utility hook ups. It is the responsibility of each bidder to contact the appropriate utility company/agency and determine what fees and submittals are necessary to hook up. By submitting a bid the bidder certifies that he/she has contacted the appropriate utility company/agencies, is knowledgeable of all the submittal requirements, and is prepared to make all submittals within a reasonable time to be specified by the City in order to hook to required utilities. The Contractor is required to pay all the required utility hookup/connection and availability fees whether or not there is a line item in the bid schedule, so he/she should ensure that these costs are included in his/her bid submission.

66. ADDITIONAL REQUIREMENTS: The successful bidder is required to comply with the Immigration Reform Act of 1986 (IRCA) which requires all individuals hired after November 6, 1986, to provide employers with proof of citizenship or authorization to work in the United States.

EXHIBIT C
“FEE SCHEDULE”

BID SCHEDULE

The City of Stuart intends to award a contract to the lowest responsive and responsible bidder using the following Unit Prices as a basis for award. Items include all materials, labor, testing, documentation, etc. to successfully and completely complete the project.

Item No.	Description	Unit	Estimated Quantity	Unit Bid Price	Total Bid Price
1	MOBILIZATION	LS	1	\$	\$
2	MAINTENANCE OF TRAFFIC (MOT)	LS	1	\$	\$
3	PRE CONSTRUCTION VIDEO	LF	1	\$	\$
4	POLLUTION / EROSION CONTROL	LS	1	\$	\$
5	FURNISH AND INSTALL 2" DIA SDR21 PVC LPM	LF		\$	\$
6	FURNISH AND INSTALL 3" DIA SDR21 PVC LPM	LF		\$	\$
7	FURNISH AND INSTALL 4" DIA SDR21 PVC LPM	LF		\$	\$
8	FURNISH AND INSTALL 6" DIA SDR21 PVC LPM	LF		\$	\$
9	FURNISH AND INSTALL 2" DIA DR 11 DIPS HDPE LPM	LF		\$	\$
10	FURNISH AND INSTALL 3" DIA DR 11 DIPS HDPE LPM	LF		\$	\$
11	FURNISH AND INSTALL 4" DIA DR 11 DIPS HDPE LPM	LF		\$	\$
12	FURNISH AND INSTALL 6" DIA DR 11 DIPS HDPE LPM	LF		\$	\$
13	FURNISH AND INSTALL 4" DIA SDR21 PVC FM	LF		\$	\$
14	FURNISH AND INSTALL 6" DIA SDR21 PVC FM	LF		\$	\$
15	FURNISH AND INSTALL 8" DIA SDR21 PVC FM	LF		\$	\$
16	FURNISH AND INSTALL 4" DIA DR11 HDPE FM	LF		\$	\$
17	FURNISH AND INSTALL 6" DIA DR11 HDPE FM	LF		\$	\$
18	FURNISH AND INSTALL 8" DIA DR11 HDPE FM	LF		\$	\$
19	FURNISH AND INSTALL 2" TERMINAL CLEANOUT ASSEMBLY	AS		\$	\$

Item No.	Description	Unit	Estimated Quantity	Unit Bid Price	Total Bid Price
20	FURNISH AND INSTALL 2" PRESSURE CLEANOUT ASSEMBLY	AS		\$	\$
21	FURNISH AND INSTALL 3" PRESSURE CLEANOUT ASSEMBLY	AS		\$	\$
22	FURNISH AND INSTALL 4" PRESSURE CLEANOUT ASSEMBLY	AS		\$	\$
23	FURNISH AND INSTALL 6" PRESSURE CLEANOUT ASSEMBLY	AS		\$	\$
24	FURNISH AND INSTALL 2" GATE VALVE (LPM)	EA		\$	\$
25	FURNISH AND INSTALL 3" GATE VALVE (LPM)	EA		\$	\$
26	FURNISH AND INSTALL 4" GATE VALVE (LPM)	EA		\$	\$
27	FURNISH AND INSTALL 6" GATE VALVE (LPM)	EA		\$	\$
28	FURNISH AND INSTALL 4" GATE VALVE (FM)	EA		\$	\$
29	FURNISH AND INSTALL 6" GATE VALVE (FM)	EA		\$	\$
30	FURNISH AND INSTALL 8" GATE VALVE (FM)	EA		\$	\$
31	FURNISH AND INSTALL MANUAL ARV ASSEMBLY	EA		\$	\$
32	FITTING	TON		\$	\$
33	CONNECT TO EXISTING 4" FM	EA		\$	\$
34	CONNECT TO EXISTING 6" FM	EA		\$	\$
35	CONNECT TO EXISTING 8" FM	EA		\$	\$
36	GROUTE ABANDON EXISTING FM	LF		\$	\$
37	MODIFY EXISTING LIFT STATION	EA		\$	\$
38	CONSTRUCT LIFT STATION	EA		\$	\$
39	ROADWAY RESTORATION	SY		\$	\$
40	RESIDENTIAL DRIVEWAY CROSSING	EA		\$	\$

Item No.	Description	Unit	Estimated Quantity	Unit Bid Price	Total Bid Price
41	COMMERCIAL DRIVEWAY CROSSING	EA		\$	\$
42	6" DIP CASING FOR CONFLICTS	LF		\$	\$
43	SOD RESTORATION	LF		\$	\$
44	ROADWAY OVERLAY	SY		\$	\$
45	PRESSURE TEST LPM	LF		\$	\$
46	PRESSURE TEST FM	LF		\$	\$
47	SIDEWALK REMOVE & REPLACE 4"	SY		\$	\$
48	SIDEWALK REMOVE & REPLACE 6"	SY		\$	\$
49	UTILITY LOCATES	LS	1	\$	\$

EXHIBIT D

“INSURANCE & INDEMNIFICATION”

DESCRIPTIONS (Continued from Page 1)

including completed operations, for work performed at the above job. A thirty day prior written notice of cancellation, ten day for non-payment of premium, will be provided to The City of Stuart.

ACORD™ INSURANCE BINDER

DATE
07/27/15

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

PRODUCER ZERVOS GROUP, INC. 24724 Farmbrook P.O. Box 2067 Southfield, MI 48037-2067	PHONE (A/C, No, Ext): 248-355-4411 FAX (A/C, No): 248 355-2175	COMPANY National Fire Insurance Co. Hartfor	BINDER # BINDER87895
CODE: 060-21158	SUB CODE:	THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #:	
AGENCY CUSTOMER ID: 8325 INSURED CITY OF STUART 121 SW Flagler Avenue Stuart, FL 34993-2172	DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location) RFQ No. 2015-156 Underground Utility Construction Services at Various locations throughout Stuart, FL 34994		

COVERAGES	LIMITS																																												
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:20%;">TYPE OF INSURANCE</th> <th style="width:40%;">COVERAGE/FORMS</th> <th style="width:10%;">DEDUCTIBLE</th> <th style="width:10%;">COINS %</th> <th style="width:10%;">AMOUNT</th> </tr> <tr> <td> PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC </td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OCF </td> <td> RETRO DATE FOR CLAIMS MADE: </td> <td> EACH OCCURRENCE DAMAGE TO RENTED PREMISES MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG </td> <td></td> <td> \$ 1,000,000 \$ \$ \$ \$ 2,000,000 \$ </td> </tr> <tr> <td> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS </td> <td></td> <td> COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE MEDICAL PAYMENTS PERSONAL INJURY PROT UNINSURED MOTORIST </td> <td></td> <td> \$ \$ \$ \$ \$ \$ </td> </tr> <tr> <td> AUTO PHYSICAL DAMAGE DEDUCTIBLE <input type="checkbox"/> COLLISION: _____ <input type="checkbox"/> OTHER THAN COL: _____ </td> <td> <input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES </td> <td> ACTUAL CASH VALUE STATED AMOUNT OTHER </td> <td></td> <td> \$ \$ \$ </td> </tr> <tr> <td> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO </td> <td></td> <td> AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGATE </td> <td></td> <td> \$ \$ \$ </td> </tr> <tr> <td> EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM </td> <td> RETRO DATE FOR CLAIMS MADE: </td> <td> EACH OCCURRENCE AGGREGATE SELF-INSURED RETENTION </td> <td></td> <td> \$ \$ \$ </td> </tr> <tr> <td> WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY </td> <td></td> <td> WC STATUTORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT </td> <td></td> <td> \$ \$ \$ </td> </tr> <tr> <td> SPECIAL CONDITIONS/ OTHER COVERAGES </td> <td></td> <td> FEES TAXES ESTIMATED TOTAL PREMIUM </td> <td></td> <td> \$ \$ \$ </td> </tr> </table>	TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT	PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC					GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OCF	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE DAMAGE TO RENTED PREMISES MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG		\$ 1,000,000 \$ \$ \$ \$ 2,000,000 \$	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE MEDICAL PAYMENTS PERSONAL INJURY PROT UNINSURED MOTORIST		\$ \$ \$ \$ \$ \$	AUTO PHYSICAL DAMAGE DEDUCTIBLE <input type="checkbox"/> COLLISION: _____ <input type="checkbox"/> OTHER THAN COL: _____	<input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES	ACTUAL CASH VALUE STATED AMOUNT OTHER		\$ \$ \$	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGATE		\$ \$ \$	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE AGGREGATE SELF-INSURED RETENTION		\$ \$ \$	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		WC STATUTORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT		\$ \$ \$	SPECIAL CONDITIONS/ OTHER COVERAGES		FEES TAXES ESTIMATED TOTAL PREMIUM		\$ \$ \$
TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT																																									
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC																																													
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OCF	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE DAMAGE TO RENTED PREMISES MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG		\$ 1,000,000 \$ \$ \$ \$ 2,000,000 \$																																									
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE MEDICAL PAYMENTS PERSONAL INJURY PROT UNINSURED MOTORIST		\$ \$ \$ \$ \$ \$																																									
AUTO PHYSICAL DAMAGE DEDUCTIBLE <input type="checkbox"/> COLLISION: _____ <input type="checkbox"/> OTHER THAN COL: _____	<input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES	ACTUAL CASH VALUE STATED AMOUNT OTHER		\$ \$ \$																																									
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGATE		\$ \$ \$																																									
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE AGGREGATE SELF-INSURED RETENTION		\$ \$ \$																																									
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		WC STATUTORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT		\$ \$ \$																																									
SPECIAL CONDITIONS/ OTHER COVERAGES		FEES TAXES ESTIMATED TOTAL PREMIUM		\$ \$ \$																																									

NAME & ADDRESS DBE Utility Services DBE Management, Inc. DBA 1281 North Ocean Dr. #166 Singer Island, FL 33404	MORTGAGEE LOSS PAYEE <input checked="" type="checkbox"/> Contractor LOAN # AUTHORIZED REPRESENTATIVE 
---	--

CONDITIONS

This Company binds the kind(s) of insurance stipulated on the reverse side. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

Applicable in California

When this form is used to provide insurance in the amount of one million dollars (\$1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

Applicable in Delaware

The mortgagee or Obligee of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.