



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

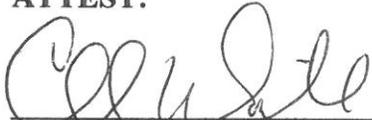
ADOPTED this 11th day of July 2016.

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:

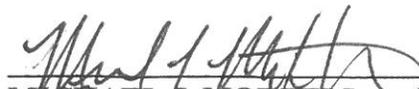


CHERYL WHITE
CITY CLERK



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
Procurement & Contract Services Division

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: vamato@felixassociates.net

Felix Associates of Florida, Inc.
Attn: Vincent J. Amato, President
8526 SW Kansas Ave
Stuart, FL 34997

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

Dear Mr. Amato,

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. In addition, we need a current copy of Certificate of Liability, Property Damage, Automobile Liability, and Worker's Compensation as outlined in the RFQL.

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)

6/20/16

Date

Vincent Amato

Printed Name

President

Title



FELIASS-03

LSILANO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/21/2016

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

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

PRODUCER Brown & Brown of New York Inc. 800 Westchester Avenue, N-311 Rye Brook, NY 10573	CONTACT NAME:	
	PHONE (A/C, No, Ext): (914) 337-1833	FAX (A/C, No): (914) 337-1596
	E-MAIL ADDRESS: certificates@bbinsny.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Starr Indemnity & Liability Company	38318
	INSURER B : RSUI Indemnity Company	22314
	INSURER C : AGCS Marine Insurance Co	22837
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED

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

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Poll \$1M/2M <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	1000090305151	12/31/2015	12/31/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	SISIPCA08222915	12/31/2015	12/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		1000095184151	12/31/2015	12/31/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	100 0001956-0	12/31/2015	12/31/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Liability		NHA074150	12/31/2015	12/31/2016	Occurrence/Aggregate 5,000,000
C	Installation Floater		MXI 93070479	12/31/2015	12/31/2016	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Project Number: 2015-156, Project Name: Underground Utility Construction Services

The City of Stuart its officers, board members, employees and agents are included as additional insured if required by a written contract.

CERTIFICATE HOLDER	CANCELLATION
City of Stuart 121 S.W. Flagler Avenue Stuart, FL 34994	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>M. F. Rollin III</i>

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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:

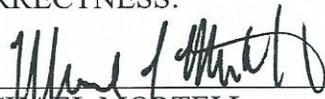


CHERYL WHITE
CITY CLERK

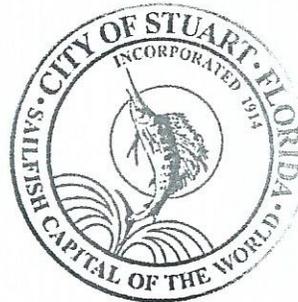


KELLI GLASS LEIGHTON
MAYOR

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

THIS AGREEMENT, hereinafter "Contract," made and entered into the 13th day of July, 2015 by and between Felix Associates of Florida, Inc., 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”

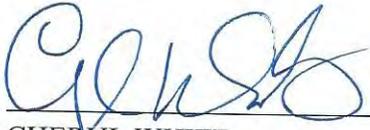
“**Exhibit C**” - "Fee Schedule"

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

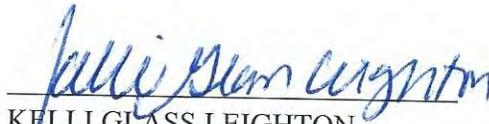
IN WITNESS WHEREOF, the CITY and the Professional have made and executed this Contract the day and year first above written:

ATTEST:

CITY OF STUART, FLORIDA



CHERYL WHITE
CITY CLERK



KELLI GLASS LEIGHTON
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:





MICHAEL MORTELL
CITY ATTORNEY

WITNESSES:

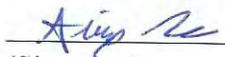
CONTRACTOR



(Signature)



(Signature)



(Signature)

BENJAMIN MILLER

Printed Name

VICE PRESIDENT

Title

EXHIBIT A

“PROPOSAL AS SUBMITTED BY CONTRACTOR AND ACCEPTED BY CITY”



City of Stuart

Request for Qualifications

2015-156

Underground Utility Construction Services



GENERAL CONTRACTING • SITE DEVELOPMENT • UTILITY CONSTRUCTION • COMMUNICATIONS

June 17, 2015

Dear Selection Committee,

Felix Associates of Florida, Inc. is pleased to present our qualifications to the City of Stuart for consideration as a pre-approved General Contractor to perform Underground Utility Construction Services within the City of Stuart. As you will see in our proposal, Felix Associates of Florida, Inc. has the resources, experience and familiarity with the City of Stuart's infrastructure to successfully complete the requirements of any project.

Felix Associates of Florida, Inc., with offices in Stuart, Jacksonville and Dallas, has the resources and capabilities to safely perform all project and contract requirements. Felix Associates of Florida, Inc. is a moderate-size company that can bring an intimacy and dedication that is not often available with a larger-size firm. Felix Associates of Florida, Inc. will focus its resources and talents on the needs and requirements of the City of Stuart.

We understand the scope of work to be for the construction of water and sewer mains, services, and appurtenances in various locations throughout the City of Stuart's Utility Area. We propose to perform this work in a timely manner while maintaining budget requirements.

As defined in the following proposal, Felix Associates of Florida, Inc. will demonstrate the following qualifications/benefits to the City of Stuart:

- A wealth of experience in Underground Utility Construction Services
- Convenience of an office located within the City of Stuart.
- Key personnel dedicated to the City of Stuart
- Current capacity of the firm to meet the needs of the City of Stuart

It is with sincere interest that we present our proposal for your approval.

Respectfully,

Vincent J. Amato
President



Tab 1: Company Qualifications



Company Qualifications

Felix Associates of Florida, Inc. was incorporated in the State of Florida on February 17, 2009. The company is a heavy construction general contractor primarily engaged in water main, sewer and underground utility construction as well as highway, road and bridge construction in Florida and Texas. The company is prequalified with the State Department of Transportation in Florida (FDOT), Texas (TXDOT) and Oklahoma (ODOT).

Date of Incorporation: February 17, 2009

In what State: Florida

Principal Office Location: Stuart, Florida

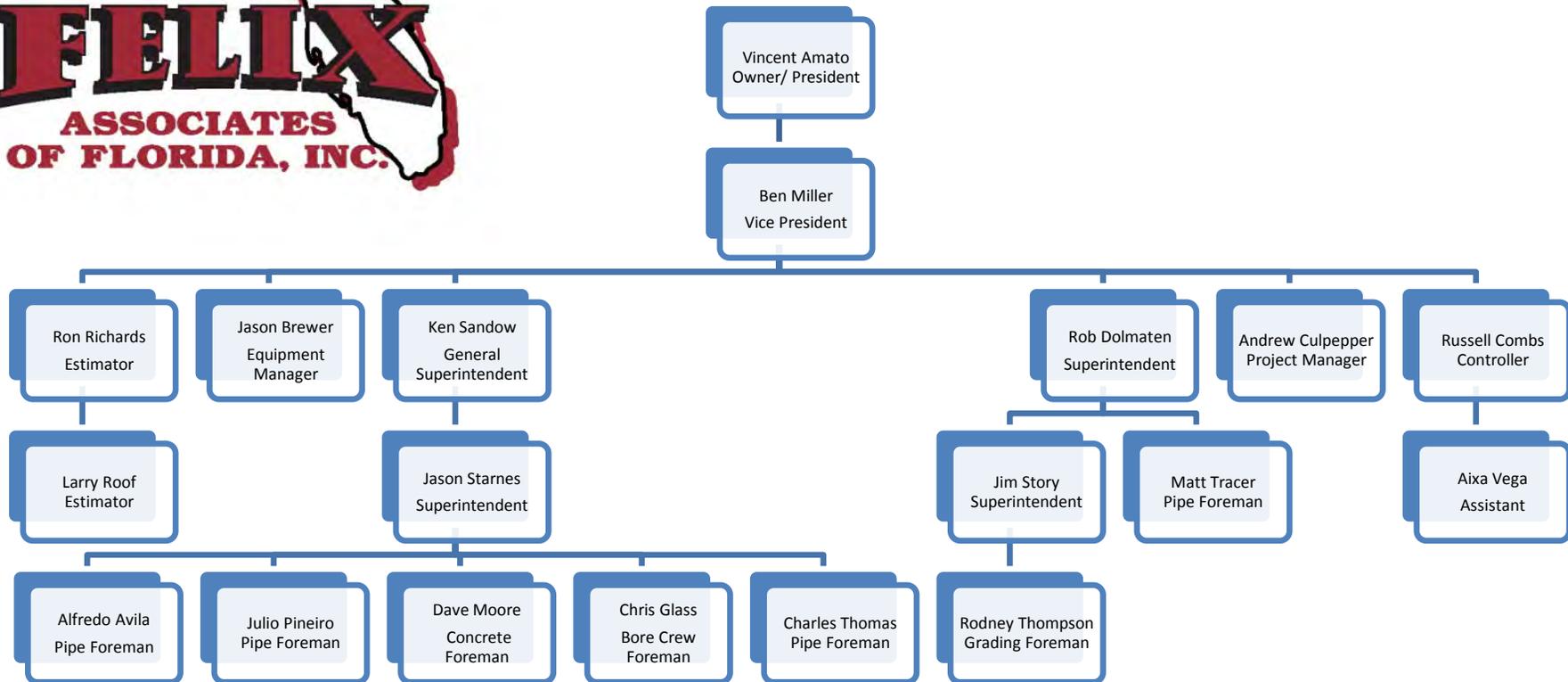
Other Location: Dallas, Texas

Years in business: The Company has been in existence for five years.

Ownership: Vincent Amato, President 50%
John Breslin, Vice-President 50%

Project Team: The project team is located in the Stuart, Florida office.

Felix Associates of Florida, Inc Operational Organization Chart





**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

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

(850) 487-1395

**AMATO, VINCENT JAMES
FELIX ASSOCIATES OF FLORIDA INC
8526 SW KANSAS AVENUE
STUART FL 34997**

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

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

LICENSE NUMBER

CGC1507744

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016



**AMATO, VINCENT JAMES
FELIX ASSOCIATES OF FLORIDA INC
8526 SW KANSAS AVENUE
STUART FL 34997**





Contact Information for key personnel assigned to this project:

Benjamin Miller
8526 SW Kansas Avenue
Stuart Florida 34997

(772) 220-2722 Phone
(772) 220-2728 Fax
(772) 285-1846 Cell

bmiller@felixassociates.net

Ken Sandow
8526 SW Kansas Avenue
Stuart Florida 34997

(772) 220-2722 Phone
(772) 220-2728 Fax
(772) 528-9025 Cell

ksandow@felixassociates.net

VINCENT J. AMATO

PROFESSIONAL EXPERIENCE

2009 – Present

Felix Associates of Florida, Inc. (d/b/a Lone Star Civil Construction, Inc.)

President

Founding Partner in Heavy/Highway & Civil Construction General Contracting firm focusing on Prime Contracting opportunities in the South.

2003 – 2009

Felix Associates LLC

Vice President & Member

1997 – 2003

Felix Equities, Florida Division, Lincolndale, NY

Project Manager

Responsible for all phases of \$127 million dollar sewer and water main installation in the city of Port St. Lucie, FL. Approve all vendor invoices and negotiate prices of all extra work orders. Liaison for company between the city and the design engineers.

1990 – 1996

South Shore Beverage, Mastic, NY

Partner

Responsible for all daily operations of running a retail wholesale distribution business. Effectively increased wholesale sales volume by 30% and retail sales volume by 24%. Managed staff of both wholesale and retail areas of company. Negotiated favorable lease terms with landlord and renegotiated all pricing, delivery, and payment terms with all vendors to increase profit margins by 3%. Handled all purchasing, banking, and road sales. Designed and coordinated all advertising and promotional efforts. Attended all industry trade meetings and discussion groups. Lobbied for all causes directly affecting the beverage wholesale distributors of Long Island.

1982 – 1989

Felix Industries, Lincolndale, NY

Civil Engineer

Design Engineer – Responsibilities included shop drawing review and temporary structure design. Design work included steel sheeting, temporary platforms, concrete form work, structural erection drawings, and bridge jacking with temporary supports. Coordinated miscellaneous metal fabrication with in-house welding shop.

Field Office Engineer – Responsibilities included purchase and procurement of materials, negotiation of sub-contractor agreements, and material quality control. Acted as liaison between D.O.T. and company.

Job Superintendent – Implemented design specifications and construction plans. Monitored all phases of construction and planning.

1980 – 1982

Charles H Sells, Civil Engineers and Surveyors, Mt Kisco, NY

Civil Engineer

Design Engineer – Prepared design work for concrete footings, roadways, and highway intersections.

Bridge Inspector – Assigned to all town and country road bridge inspections for New York State D.O.T. for Ulster, Orange, Putnam, and Westchester counties.

EDUCATION

University of Rhode Island, Kingston, RI

B.S. in Civil and Environmental Engineering, 1980

REFERENCES

Available upon request

BENJAMIN MICHAEL MILLER

SUMMARY OF QUALIFICATIONS

- Leadership – Influence subordinates, peers and supervisors through trust and commitment.
- Safety – Implement and monitor safety plans throughout projects.
- Construction Planning – Proactively identify constraints to create delay-free operations.
- Construction Scheduling – Develop, update and monitor resource-loaded schedules.
- Estimating – Quantify units, analyze proposals and prepare project budgets.
- Job Cost Management – Control and forecast project costs.
- Supplier & Subcontractor Management – Negotiate pricing and review contracts.
- Owner Relations – Communicate effectively and strive for win-win relationships.
- Organization & Time Management – Manage multiple projects simultaneously.

PROFESSIONAL EXPERIENCE

Felix Associates of Florida, Stuart, FL 2015 – Current

Vice President and General Manager

Manage and lead the construction team through the life cycle of the construction process, from bid to final completion. Plan, evaluate and improve efficiencies of business processes and procedures, to enhance quality, efficiency and profitability. Select, develop and evaluate personnel to ensure efficient operation. Partner with clients and consultants to establish long-term relationships. Implement innovative ideas and strategies for future projects.

Johnson-Davis Inc., Lantana, FL 2012 – 2015

Senior Project Manager

Establish operational objectives, work plans and delegate assignments to subordinate managers. Develop systems and services that support division's needs. Select and develop personnel to ensure efficient operation. Partner with engineers, subcontractors and suppliers to establish relationships. Implement new technology and software to facilitate communication, productivity and project management.

Felix Associates of Florida, Stuart, FL 2007 – 2012

Construction Project Manager / Operations Manager

Plan, direct and coordinate activities of multiple projects to ensure objectives of the projects are accomplished within prescribed time frame and funding parameters. Manage suppliers and subcontractors to ensure safety, schedule and customer satisfaction. Partner with clients to establish long-term relationships.

Centex Homes, *Southeast Florida Division*, Boynton Beach, FL 2005 – 2007

Land Development Project Manager

Create development budgets, critique both site and engineering plans, and obtain necessary permits. Request proposals, analyze bids, award contracts and manage all aspects of land development. Coordinate with local utility companies to plan, design and install public facilities. Manage multiple projects simultaneously to ensure objectives of the projects are accomplished within prescribed time frame and funding parameters.

American Infrastructure, *R.G. Griffith*, Chantilly, VA 2002 - 2005

Construction Project Manager

Plan, direct and coordinate activities of multiple projects to ensure objectives of the projects are accomplished within prescribed time frame and funding parameters. Manage suppliers and subcontractors to ensure safety, schedule and customer satisfaction. Plan and organize work to maximize potential crew productivity. Monitor and maintain project cost reports.

American Infrastructure, *Allan A. Myers*, Worcester, PA 1999 - 2002

Construction Project Engineer

Assisted project managers and project superintendents on multiple projects with pre-construction planning. Tracked and monitored labor and equipment productivities and efficiencies. Monitored job costs and created pay requests. Estimated and prepared change order documents. Created and maintained project schedules and company resource schedule. Coordinated material deliveries. Documented all project correspondence via Expedition.

ADDITIONAL PROFESSIONAL ACTIVITIES

- Underground Contractors Association of South Florida, Board of Directors 2012 – 2015
- Certified Underground Utility and Excavation Contractor – CUC1224947
- Leadership Intensive Course
Eighteen-month program focused on influencing, being proactive, accountability, discernment, innovation, continuous learning, teaching/coaching, change, collaboration, integrity, success and balance.
- OSHA 30-Hour Course
- Florida Department of Transportation Approved MOT Advanced Course #2478

EDUCATION

Virginia Polytechnic Institute and State University, Blacksburg, VA 1998 - 2000

M.S., Construction Engineering and Management

- Overall GPA – 3.8/4.0
- Graduate Assistantship – TA for Productivity and Cost Engineering
- Pratt Research Scholarship – GPS Based Asset Management Systems

Virginia Polytechnic Institute and State University, Blacksburg, VA 1994 - 1998

B.S., Civil Engineering

- Overall GPA – 3.7/4.0
- EIT Designation

COMPUTER SKILLS

Primavera Project Planner; Sure Track; Microsoft Project; Expedition; Agtek; Trueline; MS Office; AutoCAD; HCSS; Viewpoint; Adobe Acrobat

REFERENCES AVAILABLE UPON REQUEST

KENNETH D. SANDOW

SUMMARY OF QUALIFICATIONS

- Excellent communication skills
- Ability to create excellent client relationships
- Strong knowledge of cost analysis and tracking
- Exceptional capability to oversee, control, and encourage employees

PROFESSIONAL EXPERIENCE

Felix Associates of Florida, Inc. 2009-Present

Felix Associates, *Port St. Lucie Division*, Port St. Lucie, FL 2005 – 2009
Present

General Superintendent

- Estimating
- Specializing in major excavating, site clearing, and utility installation
- Job planning and organization
- Enforce job quality
- Coordinate sub-contractors

Recent Projects:

- Rangeline Re-pump – Port St. Lucie, FL
Approximately 5,600 ft. of 36” DIP water main, valves, and fittings
- Allied Technologies – Port St. Lucie, FL
Approximately 13,000 feet of 16” potable water main
- Port St. Lucie City Center – Port St. Lucie, FL
67 acre master development – construction superintendent for clearing demolition, gravity sewer installation, water main installation, power and telephone installation, site work, and complete road work installation
- Palm Beach Country Estates – West Palm Beach, FL
57 mile, residential potable water main installation – construction superintendent for project coordination, material coordination, employee coordination and installation to supply 1,575 homes with potable drinking water
- Crosstown Parkway Segments 2 & 4 – Port St. Lucie, FL
8 mile highway project – construction superintendent for project coordination, material coordination, employee coordination, and installation of 24” to 4” water and sewer lines

Felix Associates, *Port St. Lucie Division*, Port St. Lucie, FL 2004 – 2005

Utility Foreman

- Job planning and organization
- Supervise job quality

- Enforce job safety
- Coordinate sub-contractors
- Specializing in pressure pipe, drainage, and gravity sewer

SPS Contracting, Vero Beach, FL

2003 – 2004

Utility Foreman

- Job planning and organization
- Specializing in site development
- Installation of pressure pipe, drainage, and gravity sewer

Ric-man International

2002 – 2003

Utility Foreman

- Specializing in drainage installation for new highway development

Felix Equities, Inc.

2001 – 2002

Project Superintendent

- Job planning and organization
- Coordinate sub-contractors
- Enforce job safety
- Coordinate equipment and trucking
- Evaluate inventory

Felix Equities, Inc.

1999 – 2001

Underground Foreman

- Installation of water and sewer in USA Phase 3, 4, 5, 6, and 7
- Enforce job quality

Mountain Moving Construction Co. – Asheville, NC

1997-1999

Owner/Operator

- Estimating
- Specializing in major excavating, site clearing, and utility installation
- Job planning and organization
- Coordinate sub-contractors

COMPUTER SKILLS

- MS Office, HCSS

REFERENCES AVAILABLE UPON REQUEST

Professional Profile

Over 37 years in the construction industry involving site layout and preparation, underground utilities (water and sewer), pig launching, master lift stations, irrigation, drainage, curb and gutter, roadway, street lighting, signalization and landscaping. Direct supervision of multiple crews of over 100 employees on various utility projects.

Professional Experience

Felix Associates of Florida, Inc. Stuart, Florida

2009 – Present

1998-2009 Felix Associates, LLC

Superintendent

Responsibilities:

- Superintendent responsible for coordination of all employees and activities to successfully complete projects ahead of schedule and within budget.

Achievements:

- Port Mayaca Plantation, Phase I & II: 800 acre site prep, lake excavation, roadway & drainage; wetland restoration.
- Crosstown Parkway Segment 4 \$14m project: Two miles of DOT roadway reconstruction from 2 to 6 lanes consisting of bulk earthwork, grading and roadway construction.
- Crosstown Parkway Segment 2 \$12m project: Two and one-half miles of DOT roadway reconstruction from 2 to 6 lanes consisting of bulk earthwork, grading and roadway reconstruction.
- Village Parkway Phase 2: \$37m project consisting of site work, roadway, lake excavation and drainage.
- Westport Repump: Two million gallon repump station and storage tank.
- Port St. Lucie SAD Water and Sewer: 6 million feet of residential water and sewer using pipe ranging from 2" - 24". Installation of 59 lift-stations.
- Southport Transmission Mains – Reuse and Forcemain: Installation of 1,000' of 24" forcemain; 11,000' of 16" reuse; 6,600' of 24" HDPE; 6,600' of 16" HDPE. Supervision of 16" and 24" bores.

S. I. Nickolas Pompano, FL

1995 - 1997

Superintendent

Responsibilities:

Responsible for all phases of infrastructure rehab, utilities (water and sewer), drainage, curb, gutter, roadway, sidewalks, street lighting and irrigation. Coordinated all site work activities to include: Roads, curb, gutter, building pads, storm drainage, golf drainage and irrigation installation.

Achievements:

- Lincoln Road Mall Miami, FL

Milmir Construction Jacksonville, FL

1988 - 1995

Foreman

Responsibilities:

Building water and wastewater treatment plants. Site layout, construction of structures and piping. Installation of all underground and above ground piping.

Education

Lackawanna High School Buffalo, NY

United States Army, Engineering 1979 - 1983



Safety and Health Plan for Felix Associates of Florida, Inc.

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Safety Statement

This document provides a general description of the Felix Associates of Florida, Inc. plan regarding occupational health and safety, for all work locations. This document serves as a guide in determining basic responsibilities in these areas. It is not intended to provide detailed instructions regarding specific work functions or specific procedures.

The safety of our employees is an important concern of ours. We pledge not to compromise the safety of our workers to achieve any operational or business objectives. Our aim is to prevent all accidents and occupational injuries. We expect managers and supervisors to ensure safe and healthful working conditions, to instruct employees in safe practices, and to inform workers of any workplace hazards. All employees are expected to work in a manner, which safeguards themselves and others and to participate in the improvement of work conditions and practices to reduce hazards in the work place. Felix Associates of Florida, Inc. is committed to protecting the health and safety of our people, our customers and the communities where we operate. Meeting this commitment is an important management objective and the individual and collective responsibility of all Felix Associates of Florida, Inc. employees. To that end, we shall:

1. Comply with all applicable environmental health and safety laws, regulations, and Felix Associates of Florida, Inc. safety policies.
2. Set companywide safety goals for continual improvement
3. Integrate safety into our business plans and decisions
4. Motivate and prepare all employees to take personal accountability for protecting themselves and creating a safe and healthy workplace
5. Make it a condition of employment that all employees comply with the requirements of this policy, safety rules, instructions, and procedures issued in conjunction with it. Failure to comply will result in disciplinary action or termination outlined in the attached policy
6. Make every effort to ensure that the operations of other contractors not under control of Felix Associates of Florida, Inc. do not endanger the safety of our employees. To this end all employees are required to report hazardous activities of other employees to the appropriate representatives

We will regularly review and improve this policy, and communicate it to all. The Superintendent(s) have the full support of the President of Felix Associates of Florida, Inc. in enforcing the provisions of this policy as it relates to responsibilities assigned to them.

Questions concerning the content of this document may be referred to Russ Combs of Felix Associates of Florida, Inc. at (772) 220-2722.

Vincent Amato, President

Felix Associates of Florida, Inc.

Emergency Action Plan

Contractor:	Felix Associates of Florida, Inc.
Project Name:	
Project Address:	
Project Description:	

Responsibilities	Name
Communicate With Fire Rescue:	
Clear A Path To The Scene Of The Incident:	
Caution Off And Preserve Accident Scene:	
Wait At Gates To Direct Fire Rescue:	
Communicate With Subcontractors:	
Initiate Documentation:	
Call OSHA In The Event Of A Fatality:	Philip Nanna (561) 252-4397
Communicate With Officials:	
* <u>All Incidents Must Be Reported Immediately</u>	
Under no circumstances shall anyone comment to anyone outside the company, especially the media, with regard to a serious incident.	
Emergency Telephone Numbers	
Felix Associates of Florida, Inc. Project Manager:	
Felix Associates of Florida, Inc. President:	Vincent Amato (772) 220-2722
Felix Associates of Florida, Inc. Safety Contact:	Russell Combs (772) 220-2722
Felix Associates of Florida, Inc. Superintendent:	Ken Sandow (772) 528-9025
Police:	911
Fire Rescue:	911
OSHA:	1-800-321-OSHA (6742)
Poison Control Center:	
Safety and Risk Solutions:	Philip Nanna (561) 252-4397
Hazmat Clean Up:	

Site Safety Rules

It is the Felix Associates of Florida, Inc. policy that everything possible will be done to protect the workers and visitors on all work sites from accidents, injuries and/or occupational disease. Safety is a cooperative undertaking requiring constant safety consciousness on the part of everyone. If someone is injured, positive and prompt action must be taken to see that they receive adequate treatment. To carry out this policy, the following rules will apply at all times:

1. Everyone shall follow the safe practices and rules contained in this manual and such other rules and practices communicated on the job. All unsafe conditions or practices shall be reported to the Felix Associates of Florida, Inc. Superintendent.
2. All workers must attend a job safety orientation program conducted by Felix Associates of Florida, Inc. to review all safety rules and requirements. All workers will receive a hard hat sticker indicating their attendance. This sticker must be visible on the individual hard hat at all times.
3. Any power cord or extension cord must be of proper gauge and free of any damage or repairs. Any power cord or extension cord found to be damaged or repaired, will be disabled by Safety and Risk Solutions during the periodic site audits.
4. Hard Hats will be worn at all times.
5. Work boots will be worn at all times.
6. Eye protection will be worn at all times by everyone when using power and hand tools and performing work that exposes an employee to foreign air-borne particles.
7. Good housekeeping must be practiced at all times in the work area.
8. Anyone under the influence of intoxicating liquor or drugs, including prescription drugs which might impair motor skills and judgment, will not be allowed on the job site.
9. Horseplay, scuffling, and other acts which tend to have an adverse influence on safety or well being of others are prohibited.
10. All injuries should be reported to the Felix Associates of Florida, Inc. Superintendent so that arrangements can be made for medical or first aid treatment.
11. Ladders will be constructed in accordance with ANSI and used in accordance with OSHA and best practices.
12. Scaffolds will be erected only in the presence of a competent person.
13. Power tools will be used only for their intended function and will be double insulated or grounded.

Plan For Prevention Of Alcohol And Drug Abuse

Felix Associates of Florida, Inc. prohibits the use, possession or distribution on the project site of any of the following by employees: alcoholic beverages, intoxicants, narcotics, illegal or unauthorized drugs (including marijuana), simulated drugs and related drug paraphernalia.

Employees must not report for duty under the influence of any drug/alcohol that may in any way adversely affect their working ability, alertness, coordination, response or adversely affect the safety of others on the job.

For purposes of this program, influence shall be presumed for any individual whose drug or alcohol level exceeds applicable testing levels.

Felix Associates of Florida, Inc. shall not allow employees who are found to be using alcohol or drugs illegally to remain on the project. Felix Associates of Florida, Inc. will determine when the employee in violation can return to the project or be permanently removed.

Legally prescribed drugs may be permitted on premises or work locations, provided the drugs are contained in the original prescription container and are prescribed by an authorized medical practitioner for the current use of the person in possession. Legally prescribed drugs must not affect working ability, alertness, coordination or response of the person taking the medication.

The Acknowledgment of Safety Policy on Drugs, Alcohol and Other Prohibited Items form will be completed by each Felix Associates of Florida, Inc. employee on orientation. Acknowledgement of the Construction policy is not an endorsement of pre-employment drug screening. Felix Associates of Florida, Inc. will conduct post accident and for cause drug and alcohol screening.

This form is available in this plan.

Training

Orientation training will be performed by Felix Associates of Florida, Inc. Re-training will be conducted for any employee who does not demonstrate a complete understanding of the rules. Weekly safety meetings will be held to keep the employees well informed on the project's inherent hazards as well as some unique ones. Every effort will be made to properly inform employees of their role in the jobsite safety program.

Training may be conducted in a formal setting or through documented safety meetings and safety breaks.

Progressive Disciplinary Policy

Felix Associates of Florida, Inc. believes in the safety of their employees, subcontractors, vendors and other visitors on the jobsite. In that capacity, everyone's voluntary compliance with this safety program is solicited for their own safety, for the safety of other employees, guests, the general public, customers, and for the good of the Company. Because of the importance of this program, the following steps will be taken to ensure compliance:

1. Daily inspections of the job sites by superintendents and the safety manager.
2. Periodic inspections of job sites by representatives of our insurance company and/or consultants.

3. Periodic inspections of job sites by the upper management of the Company.

Employees found in violation of the safety program, or any of its elements, will be subject to the disciplinary policy outlined in the Felix Associates of Florida, Inc. Corporate Policy. The Employee Counseling Report is included in this plan. Subcontractors or vendors not complying with the rules for this jobsite will be issued a notification of unsafe act or condition, with copies sent to their home office. Corporate guidelines will dictate further action.

Flagrant violations can be grounds for immediate dismissal or removal from the jobsite on the first offence. Examples of flagrant violations include, but not limited to the following:

1. Failure to comply with fall protection procedures.
2. Refusal or the failure to wear any personal protective equipment required by Felix Associates of Florida, Inc.
3. Horseplay.
4. Any act Felix Associates of Florida, Inc. deems discourteous or disrespectful to a client.

OSHA Inspection Policy

Workplace inspections by OSHA Compliance Safety and Health Officers (CSHO) are usually unannounced. The following is a summary of procedures to be followed for unannounced inspections:

1. The Felix Associates of Florida, Inc. safety consultant (Safety and Risk Solutions) must be notified immediately if a CSHO arrives at a Felix Associates of Florida, Inc. facility or work location.
2. The CSHO should be escorted to a private office or job trailer and asked for the OSHA representative's identification, including picture identification. The card and ID should be copied. The reason for the inspection must then be determined and make notes of the answer. If the inspection is the result of a complaint, request a copy of the complaint.
3. It is the policy of Felix Associates of Florida, Inc. that Safety and Risk Solutions accompany the CSHO during the tour and answer the questions. Do not engage in any substantive discussion with the OSHA compliance officer without Safety and Risk Solutions present. Do not provide the CSHO with any written documentation unless directed to do so by Safety and Risk Solutions. Do not engage in idle talk with the CSHO. Inspectors may take the talk out of context and use it against Felix Associates of Florida, Inc.
4. Although we have the right to refuse entry and require OSHA enforcement personnel to obtain an inspection warrant before allowing them access to our facilities, it will be our policy to allow entry and cooperate entirely with the following guidelines. If OSHA appears at the jobsite and requests an inspection, Safety and Risk Solutions must be contacted immediately. If Safety and Risk Solutions does not respond, the President of Felix Associates of Florida, Inc. will be contacted. Safety and Risk Solutions or the Felix Associates of Florida, Inc. President will communicate by telephone directly with the OSHA CSHO until an authorized representative of management arrives at the site to meet with the OSHA CSHO and handle the request for inspection. Site management is not authorized to allow OSHA to commence an inspection until approval is expressly given directly by Safety and Risk Solutions or the Felix Associates of

Florida, Inc. President. Generally, authorization to proceed with an inspection will not be given until a designated representative of the Company who has been trained to deal with OSHA inspections arrives at the site. Refusing entry and requiring OSHA to get an inspection warrant shall ONLY be done after consultation with Safety and Risk Solutions.

5. The CSHO must be accompanied by one Felix Associates of Florida, Inc. Superintendent or higher. This responsibility cannot be delegated to an “in-charge” or other non-management employee. If no General Superintendent is on-site, the compliance officer should be so advised and asked to “stand-by” until one is contacted. When reached, the responsible Superintendent should make arrangements, directly with the compliance officer, to have the inspection conducted when the appropriate personnel are available. The CSHO should be advised that it is the policy of Felix Associates of Florida, Inc. that Safety and Risk Solutions accompany the officer during the tour.
6. The CSHO should be treated politely and professionally. Employees should respond truthfully to questions asked by OSHA personnel, stating facts and avoiding speculation.
7. The CSHO is not allowed to remove original documents from the work site. These must be maintained as part of Felix Associates of Florida, Inc. records.
8. The Felix Associates of Florida, Inc. supervisor or manager who accompanies the CSHO on each inspection must make detailed notes of all discussions and inspection tours.
9. The CSHO may request to speak with an employee privately. That is permissible if it does not interfere with the employee’s work. Make note of who was interviewed and the beginning and ending times of the interviews. If the interview cannot be conducted without interfering with work, do not permit the interview. The CSHO is free to obtain the employee’s name and telephone number from the employee, (do not provide that information), and to arrange to conduct the interview at another time. Any employee also has the right to refuse to speak to the CSHO.
10. Any employee has the right to speak to the CSHO, in private, if they wish to do so. Felix Associates of Florida, Inc. will provide a suitable location for such a meeting, if requested. Any employee also has the right to refuse to speak to the CSHO.
11. If the CSHO takes photographs, Felix Associates of Florida, Inc. must arrange to duplicate any photographs taken. If the CSHO takes measurements, Felix Associates of Florida, Inc. must take the same measurements.
12. The CSHO may point out what he/she believes to be violations. Do not admit to any violations at any time.
13. Do not conduct any demonstrations for the CSHO’s benefit. Felix Associates of Florida, Inc. is not under any obligation to do so and it can only work to the disadvantage of the Company.
14. The CSHO may request to use an employee as a test subject to monitor noise levels or atmospheric conditions. To do so, the CSHO may want to attach measuring devices to the employee. The employee can deny the request and Felix Associates of Florida, Inc. should advise them of that right. Additionally, if a measuring device is worn; the employee must conduct normal work operations and not be directed to do any activity by the CSHO.
15. Never give estimates. If accurate and reliable information is not available, say that the information is available elsewhere and will be given to the CSHO at another time.
16. While accompanying the CSHO, ask questions and note the answers. Ask why measurements and photographs are being taken and note the answers.

17. If the CSHO gives a copy of an OSHA publication accept them and note the name of the CSHO and the date given on the cover.
18. If the CSHO reviews records, do not provide a copy to reproduce or supply the CSHO with reproduction to take with them. They may review the documentation and make note, but unless there is a warrant that requires removal of a copy of a record, we will not provide an extra copy.
19. After an inspection is completed, the CSHO will conduct a closing conference. Felix Associates of Florida, Inc. will not admit to any violations or even if a condition may exist. Felix Associates of Florida, Inc. should ask the CSHO why he/she thinks a violation exists.
20. If the CSHO asks how much time Felix Associates of Florida, Inc. will need for abatement, they are looking for an admission of a violation. If Felix Associates of Florida, Inc. does not think a violation exists, then do not answer. An arbitrary date will be assigned by OSHA which can be extended during the contesting of the citation.

In The Event Of An Injury

Felix Associates of Florida, Inc. intentions are to provide a safe working environment to all of its personnel. However if an injury should occur, proper accident reporting and investigative procedures must be activated. The following is the general policy of accident reporting and investigative procedures of Felix Associates of Florida, Inc.:

1. Employees shall immediately report all injuries, sustained while on duty, immediately to the field site manager.
2. The field site manager shall be responsible for seeing that injured employees receive immediate medical attention and the details of the incident are reported.
3. Immediately following an injury, the field site manager shall:
 - a. Arrange for immediate medical attention and proper transportation to the place of treatment.
 - b. Completely fill out the incident report form. The incident report form must be submitted within 24 hours.
 - c. Start the investigative process to prevent recurrence of the same accident.
4. When a field site manager is aware of lost time (disabling injury) accident, he/she shall immediately report the injury to the Felix Associates of Florida, Inc. project manager.
5. In the event of death or the hospitalization of 3 or more injured workers, Safety and Risk Solutions shall inform OSHA. The project manager shall be responsible for keeping management informed on the status of all accidents, the maintenance of accident report records and for administration of industrial injury reports to comply with the law.

Incident Investigation

All incidents will be investigated and reported. The following will be reported upon in detail:

1. Injuries
2. Near misses

3. Property damage
4. Violence

Each report will attempt to identify the root cause; each incident will be communicated thoroughly to all parties related to the project to make every effort possible to avoid a similar incident of repeating.

Competent Person

Felix Associates of Florida, Inc. will appoint a Competent Person who is capable of identifying existing and predictable hazards in their surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and has the authority to take prompt corrective measures to eliminate them. This person shall be available and present on site, at all times while work is being conducted under their contract. This person will have completed, at a minimum, a 10 Hour Occupational Safety and Health Training Course in Construction Safety and Health within the past three (3) years. Proof of such training is available if required.

The Competent Person(s) safety responsibilities shall include:

1. Instructing workers under their supervision in Safe Work Practices and Work Methods at the time workers are given work assignments.
2. Supply and enforce all appropriate safety, health and environmental standards with his/her employees.
3. Take immediate action to correct unsafe practices and/or conditions when discovered.
4. Supply and enforce the use of proper personal protective equipment and suitable tools for his/her employees.
5. Attend and participate in Safety Meetings (Safety Coordination, Safety Committee, etc.) as scheduled.
6. Conduct and document weekly "Tool Box" training with his/her employees and tiered contractors to:
 - a. Discuss observed unsafe work practices and conditions
 - b. Review any accidents or incidents that recently occurred
 - c. Document each meeting with employees signatures
7. Be available and on-site at all times when the Trade contractor and any tiered contractors are working on the project.
8. Complete safety reports (accident/incident reports, etc.).
9. Accompany any injured employee(s) to an approved medical facility in the event of an injury to include follow-up appointments.

Supervisory and Employee Safety Meetings

It is recognized that it is imperative to communicate to all workers how they might best perform their jobs without injury to themselves, to fellow workers, or to members of the public. Weekly safety breaks are the vehicle chosen by the company as the most effective means to communicate with workers.

The meetings will be conducted on the start of the Monday shift and the length of the meeting should be appropriate for the material to be covered. Each meeting conducted must be documented as to the date, signatures of persons attending, and the name of the person conducting the meeting, and the topics discussed. The Safety Meeting Attendance form is included with this plan.

These meetings should communicate safety violations discovered during safety inspections; accidents, injuries, and “near misses;” new or unusual exposures to employees or to the public; and a safety message relating to the operations. Safety meetings should allow for employee input and discussion.

In addition to the weekly safety meetings, brief “tailgate” meetings are to be conducted prior to each shift to discuss the hazards expected to be encountered that day. The attendance documentation is included in this plan.

At the end of the workweek, each employee is to complete the “No Accident Certification” which is included in this plan.

Safety Inspections

A daily safety inspection will be conducted by the foreman. The “Jobsite Daily Safety Review” found in this plan will be completed as part of this review. Any noted deficiencies will have corrective action initiated by the Project Manager.

Safety Audits

Periodically a Safety and Health audit will be completed by Safety and Risk Solutions. Any observed safety/health deficiency will be noted in writing. Corrective action is to be immediately initiated by the Felix Associates of Florida, Inc. Project Manager. Notes as to who was contacted to correct the item and the approximate time estimated for abatement will be recorded by the Project Manager. Once the item has been corrected, a follow-up note will be made to document what corrective action was taken and when it occurred.

Imminent Danger

For any dangers that are serious and/or immediately dangerous to life or health as determined by the foreman or Safety and Risk Solutions, work shall be stopped until appropriate corrective actions are taken.

Personal Protection Equipment

When working at or visiting a Felix Associates of Florida, Inc. jobsite, the nature of the activities requires that employees must wear appropriate personal protective equipment. Personal protection equipment (PPE) is issued by Felix Associates of Florida, Inc. and maintained by the employee. These PPE requirements are as follows:

1. Head Protection – All employees are to wear hard hats meeting the requirements of the latest ANSI Z89.1 standard at all times while within the construction area. Employees who misplace or forget to bring an approved hard hat, shall not be allowed on the jobsite until they retrieved their hard hat or purchase another one. Failure to wear the hard hat will result in disciplinary action including removal from the jobsite.
2. Eye Protection – All employees are to wear safety goggles meeting the requirements of the latest ANSI Z87.1 standard. Eye protection will be worn at all times by everyone when using power and hand tools and performing work that exposes an employee to foreign air-borne particles. Employees who misplace or forget to bring approved eye protection shall not be allowed on the jobsite until they retrieved their eye protection or purchased another one. Failure to wear it will result in disciplinary action including removal from the jobsite.
3. Foot Protection – All employees are to wear work shoes/boots with a minimum ½ inch heel worn at all times. It is the responsibility of everyone to purchase and wear them. Failure to wear it will result in disciplinary action including removal from the jobsite.
4. Personal clothing – All employees are to wear long pants and shirts with a minimum 4 inch sleeve at all times. Shorts, tank tops, etc do not project the professional image of Felix Associates of Florida, Inc. and does not offer the injury protection required by Felix Associates of Florida, Inc. standards. Failure to wear it will result in disciplinary action including removal from the jobsite.

The following additional Personal Protective Equipment requirements pertain to certain activities only:

1. Hearing Protection - Approved hearing protection is required when using tools or machinery when the noise is loud enough that the employee must raise his voice to be heard or can't hear someone 3 feet away. Failure to wear it will result in disciplinary action including removal from the jobsite.
2. Respiratory Protection - A properly fitted respirator with N95 filtration will be worn by anyone using a tool or machine that creates visible dust in their breathing zone. Failure to wear it will result in disciplinary action including removal from the jobsite.

Personal Protection Equipment (PPE) will be inspected by the employee daily for wear and tear; the site superintendent will inspect once a month during a routine weekly safety break.

Hazardous Materials

Hazardous materials will not be commercially shipped or transported without being properly packaged, labeled, marked, placarded, and accompanied by appropriate shipping papers. Personnel who engage in packaging, labeling, marking, placarding, or transporting hazardous materials must be trained and aware of the Department of Transportation (DOT) requirements for hazardous material transportation.

Hazardous materials include those materials, substances, and wastes listed in the Code of Federal Regulations Title 49.

Hazard Communication Program

A written Hazard Communication Program has been developed to provide education and training to all workers about any chemicals expected to be found on this construction site. This program includes a chemical inventory, container labeling, Material Safety Data Sheets (MSDS), training, and education.

The MSDS constitute the list of hazardous chemicals used on this project. The MSDS are kept in a file at the Felix Associates of Florida, Inc. corporate office.

All chemicals on site will be stored in their original or approved containers with a proper label attached, except small quantities for immediate use. Any container not properly labeled should be given to site management for proper labeling or disposal.

Workers may dispense chemicals from original containers only in small quantities intended for immediate use. Any chemical left after work is completed must be returned to the original container or site management for proper handling.

Respiratory Protection Plan

Respiratory protection is not an anticipated need. However, this plan will apply to all employees who may be required to wear a respirator to perform assigned duties at this jobsite. In addition, any who voluntarily wears a respirator when one is not required is subject to the medical evaluation, cleaning, maintenance, and storage elements of this program, and will be provided with necessary training. Employees who voluntarily wear filtering face pieces (dust masks) are not subject to the medical evaluation, cleaning, storage, and maintenance provisions of this program.

Felix Associates of Florida, Inc. is responsible for providing the required respirators to employees when they are necessary for health protection and will provide respirators that are applicable and suitable for the intended purpose. Any expense associated with training, medical evaluations and respiratory protection equipment will be borne by Felix Associates of Florida, Inc..

Excavations and Trenches

A Competent Person will inspect each excavation on a daily basis for each excavation where Felix Associates of Florida, Inc. employees will work in said excavation. Excavations shall be considered to be in Type C soil unless otherwise proven by methods recognized by OSHA.

This program sets forth the practices required for trenches or excavations with a depth of four feet or greater along any portion of its length that will be entered by Felix Associates of Florida, Inc. employees. All excavations or trenches 4 feet or greater in depth shall be appropriately benched, shored, or sloped according to the procedures and requirements set forth in this policy. Excavations or

trenches 20 feet deep or greater must have a protective system designed by a registered professional engineer.

The location of sewers, telephone, fuel, electric, water lines, or any other underground installations that may be encountered during excavation work must be determined and marked prior to opening an excavation. The superintendent shall make arrangements as necessary with the appropriate utility agency for the protection, removal, shutdown, or relocation of underground installations.

If it is not possible to establish the exact location of these installations, the work may proceed with caution if detection equipment or other safe and acceptable means are used to locate the utility.

Excavations must not endanger the underground installations or the employees engaged in the work. Utilities left in place should be protected by barricades, shoring, suspension or other means as necessary to protect employees.

Protection of the Public

Excavations must be isolated from public access by a substantial physical barrier. Barricades, lighting and posting shall be installed as appropriate prior to the start of excavation operations. All temporary excavations of this type shall be backfilled as soon as possible.

Guardrails, fences, or barricades should be installed around excavations adjacent to walkways, roads, paths or other traffic areas. Use of barricade tape alone is not considered a sufficient method of isolation when the excavation is unattended. Warning lights or other illumination shall be used as necessary for the safety of the public at night.

Wells, holes, pits, and similar excavations must be effectively barricaded or covered and posted.

Walkways or bridges used by the general public to cross excavations must be equipped with standard guardrails.

Surface encumbrances

All equipment, materials, supplies, buildings, roadways, trees, utility vaults, boulders, etc. that could present a hazard to employees working in the excavation must be removed or supported as necessary to protect employees.

Protective Systems

In excavations greater than 5 feet in depth a method to protect people entering the excavation from cave in must be employed. Acceptable protective methods include sloping, benching, shielding and shoring.

Excavations under the base of the footing of a foundation or wall require a support system designed by a registered professional engineer. Sidewalks, pavement, utility vaults or other similar structures shall not be undermined unless a support system or another method of protection is provided to protect employees from their possible collapse. Sloping or benching are often the preferred methods of

protection; however, shoring or shielding is used when the location or depth makes sloping to the allowable angle impractical.

Sloping: Maximum allowable slopes for excavations less than 20' must have walls sloped at a maximum angle of 34-degrees (1:1.5 slope) from horizontal in all directions.

Benching: Benching is not permitted in Type C soil.

Shielding: Trench boxes or trench shields are intended to protect workers from cave-ins and similar incidents. The trench shield is lowered into the excavation and workers may then enter the protected area within the shield. Only trench shields designed or certified by a registered professional engineer may be used. The use is limited to those trenches for which the shield is certified (e.g. maximum depth and material). The manufacturer must approve any modifications to the shields. The excavated area between the outside of the trench box and the face of the trench should be as small as possible. The space between the trench box and the excavation side should be backfilled to prevent lateral movement of the box.

Trench boxes may be used in combination with sloping and benching. The box must extend at least 18 inches above the surrounding area if there is sloping toward the excavation. This can be accomplished by providing a benched area adjacent to the box.

Shields may be placed two feet above the bottom of an excavation, provided they are calculated to support the full depth of the excavation and there is no caving under or behind the shield.

Workers must enter and leave the shielded area in a protected manner, such as by a ladder or ramp. Workers may not remain in the shielded area while it is being moved.

Shoring: All shoring shall be installed from the top down and removed from the bottom up. Hydraulic shoring shall be checked at least once per shift for leaking hoses and/or cylinders, broken connections, cracked nipples, bent bases, and any other damaged or defective parts. The top cylinder of hydraulic shoring shall be no more than 18 inches below the top of the excavation. The bottom of the cylinder shall be no higher than four feet from the bottom of the excavation. (Two feet of trench wall may be exposed beneath the bottom of the rail or plywood sheeting, if used.)

Three vertical shores, evenly spaced, must be used to form a system. Wales are installed no more than two feet from the top, no more than four feet from the bottom, and no more than four feet apart, vertically.

Inspections

Frequent inspection of the excavation and surrounding area by the Competent Person is critical to ensure the safety of the workers involved in work within the trench. The Competent Person must conduct inspections of the entire excavation site:

1. Daily and before the start of each shift.
2. As dictated by the work being done in the trench.

3. After every rain storm.
4. When fissures, tension cracks, sloughing, undercutting, water seepage, bulging at the bottom, or other similar conditions occur.
5. When there is a change in the size, location, or placement of the spoil pile.
6. When there is any indication of change or movement in adjacent structures.

Temporary spoil

Spoil piles shall be placed no closer than 2 feet from the surface edge of the excavation. The distance is measured from the nearest base of the spoil to the cut. This distance should not be measured from the crown of the spoil deposit. This distance requirement ensures that loose rock or soil from the temporary spoil will not fall on employees in the trench.

The spoil should be placed so that it channels rainwater and other run-off water away from the excavation. Spoil should be placed so that it cannot accidentally run, slide, or fall back into the excavation.

Ingress and Egress

Trenches 4 feet or more in depth shall be provided with ladders or other fixed means of egress. Spacing must be such that a worker will not have to travel more than 25 feet to the nearest means of egress. Ladders must be secured and extend a minimum of 36 inches above the landing. Metal ladders should be used with caution, particularly when electric utilities are present.

Exposure to Vehicles

Employees exposed to vehicular traffic shall be provided with and required to wear reflective vests or other suitable garments marked with or made of reflectorized or high-visibility materials. Trained flag persons, signs, signals, and barricades shall be used when necessary.

Exposure to Falling Loads

Employees are not allowed in the excavation while heavy equipment is digging. Employees must not work under loads being lifted or moved by heavy equipment used for digging or lifting. Employees are required to stand away from equipment that is being loaded or unloaded to avoid being struck by falling materials or spillage.

Standing Water and Water Accumulation

Workers must not enter or work in excavations with standing water or in which water is accumulating unless adequate protection is provided. Protective methods for these circumstances must include:

1. Use of special support or shield systems approved by a registered professional engineer.
2. Water removal equipment used and monitored by a competent person.
3. Safety harnesses and lifelines used in conformance with 29 CFR 1926.104.

During rainstorms employees must exit the trench. The excavation must be carefully inspected by a competent person after each rain and before employees are permitted to re-enter the trench.

Fall Protection

Felix Associates of Florida, Inc. will ensure that their employees are properly trained and qualified to work in areas where fall protection is required. Zero tolerance for any employee who is found in blatant violation of the project's fall protection policies. Each employee at the edge of a well, pit, shaft, and similar excavation 6 feet (1.8m) or more in depth shall be protected from falling by guardrail systems, fences, barricades, or covers when the excavations are not readily seen because of plant growth or other visual barrier.

Crane Safety

Cranes to be used by Felix Associates of Florida, Inc. are not owned; each crane will be contracted with a reputable crane contractor who uses only NCCCO certified crane operators. The NCCCO certifications will be cross-referenced with the specific type of crane mobilized to ensure they match. Additionally, each crane must possess the annual comprehensive 3rd party inspection. After set up, the crane manual, log book and load chart will be reviewed to ensure the capacity of the crane matches the intended loads and that maintenance has been performed as required per manual. The log will be provided to Felix Associates of Florida, Inc. on a monthly basis. The log must contain the daily inspection items that need to be addressed by the operator per the operator's manual which must remain on the crane.

Additionally the crane operator will make available to Construction:

1. The last week's, last monthly and last annual crane inspection.
2. A copy of the crane manufacturer's operation maintenance and instruction manual.
3. Current drug screening certification.

All riggers and signal persons must have the appropriate training as Qualified Riggers and Qualified Signal Person as specified by OSHA Standard 1926 Subpart CC.

Hand And Power Tools

A damaged or malfunctioning tool must be turned in for servicing and a tool in good condition obtained to complete the job. Workers must use the correct tool for the work to be performed; if they are unfamiliar with the operation of the tool, they must request instruction from their supervisor before starting the job. Supervisors are responsible for ensuring that employees are properly trained in the operation of any tool that they are expected to operate.

Tools that are not double-insulated must be effectively grounded and tested. Testing must be accomplished:

1. Before initial issue.
2. After repairs.
3. After any incident that could cause damage, such as dropping or exposure to a wet environment.

Grounded tools must always be used with an effectively grounded circuit. Any extension cord used with a grounded tool must be a three-wire, grounded type. Electric-powered hand tools used on construction sites, on temporary wired circuits, or in wet environments will be used in conjunction with an approved ground fault circuit interrupter (GFCI).

Material Handling

Lifting and moving of objects must be done by mechanical devices rather than by manual effort whenever this is practical. The equipment used must be appropriate for the lifting or moving task. Lifting and moving devices must be operated only by personnel trained and authorized to operate them. Employees will not be required to lift heavy or bulky objects that overtax their physical condition or capability.

Manual lifting and handling of material must be done by methods that ensure the safety of both the employee and the material. Workers whose task assignments require heavy lifting must be properly trained and physically qualified. The following are rules for manual lifting:

1. Inspect the load to be lifted for sharp edges, splinters, and wet or greasy spots
2. Wear gloves when lifting or handling objects with sharp or splintered edges. These gloves must be free of oil, grease, or other agents that may cause a poor grip.
3. Inspect the route over which the load is to be carried. It should be in plain view and free of obstructions or spillage that could cause tripping or slipping.
4. Consider the distance the load is to be carried. Recognize the fact your gripping power may weaken over long distances.
5. Size up the load and make a preliminary "heft" to be sure the load is easily within your lifting capacity. If it is not, get help.
6. If team lifting is required, personnel should be similar in size and physique. One person should act as leader and give the commands to lift, lower, etc.
7. Two persons carrying a long piece of pipe or lumber should carry it on the same shoulder and walk in step. Shoulder pads should be used to prevent cutting shoulders and help reduce fatigue.

To lift an object off the ground, the following are manual lifting steps:

1. Make sure of good footing and set your feet about 10 to 15 inches apart. It may help to set one foot forward of the other.
2. Assume a knee-bend or squatting position, keeping your back straight and upright. Get a firm grip and lift the object by straightening your knees - not your back.
3. Carry the load close to your body (not on extended arms). To turn or change your position, shift your feet - don't twist your back.

Mechanical devices must be used for lifting and moving objects that are too heavy or bulky for safe manual handling by employees. Employees who have not been trained must not operate power-

driven mechanical devices to lift or move objects of any weight. Heavy objects that require special handling or rigging must be moved only by riggers or under the guidance of employees specifically

Housekeeping

Felix Associates of Florida, Inc. will be responsible for ensuring that the work area is maintained in a clean and orderly condition, that trash and debris is removed regularly and is not allowed to accumulate.

All areas at any work site must be kept in orderly and clean condition and used only for activities or operations for which they have been approved. The following specific rules must also be followed:

1. Any lumber that is to be reused, or stored on site, shall have all nails removed or bent over, so as to minimize the impalement hazards for the crews.
2. Materials that are stored on site, shall be stored in such a manner to present a neat and orderly appearance.
3. Keep stairs, corridors, and aisles clear. Traffic lanes and loading areas must be kept clear and marked appropriately.
4. Do not allow exits, passageways, or access to equipment to become obstructed by either stored materials or materials and equipment that is being used.
5. Arrange stored materials safely to prevent tipping, falling, collapsing, rolling, or spreading.
6. Place materials such as cartons, boxes, drums, lumber, pipe, and bar stock in racks or in stable piles as appropriate for the type of material.
7. Segregate and store incompatible materials in separate locations.

Electrical

All workers on the site will be responsible to ensure that their equipment is in good condition, that all electrical tools are grounded or double insulated, that GFCI's are used on all electrically powered equipment and that any exposed wires are de-energized or covered to protect workers. Any power cord or extension cord must be of proper gauge and free of any damage or repairs. Any power cord or extension cord found to be damaged or repaired, will be disabled by Felix Associates of Florida, Inc. superintendent.

Ladders

All ladders shall be inspected daily and ladders with defects or other safety-related problems shall be withdrawn immediately from service. Proper ladders shall be used for all jobs and all ladders shall be properly positioned and secured. The following are some of the general requirements for a ladder on this site:

1. Ladder rungs, cleats, and steps must be parallel, level, and uniformly spaced when the ladder is in position for use.
2. Rungs, cleats, and steps of portable and fixed ladders must not be spaced less than 10 inches apart or more than 14 inches apart, along the ladder's side rails.

3. Rungs, cleats, and steps of step stools must not be less than 8 inches apart, nor more than 12 inches apart.
4. Ladders will not be tied or fastened together to create a longer ladder unless they are designed for that purpose.
5. Ladder components must be surfaced to prevent injury from punctures or lacerations, and prevent snagging of clothing.
6. Wood ladders will not be coated with any paint or other opaque coating, except for identification or warning labels.
7. Portable ladders must be capable of supporting at least four times the maximum intended load; extra heavy-duty type 1A ladders must sustain 3.3 times the maximum intended load.
8. Fixed ladders must be capable of supporting at least two loads of 250 pounds each, concentrated between any two consecutive attachments.
9. A metal spreader or locking device must be provided on each stepladder to hold the front and back sections in an open position when the ladder is in use.
10. Ladders must be maintained free of oil, grease, or other slip hazard.
11. When portable ladders are used for access to an upper landing surface, the side rails must extend at least 3 feet above the upper surface landing. When an extension is not possible, the ladder must be secured, and a grab rail or other means of grabbing must be provided.
12. Ladders must not be loaded beyond the maximum intended load.
13. Ladders will only be used for their designed purpose.
14. Ladders will only be used on stable, level and slip resistant surfaces unless secured to prevent accidental movement.
15. Ladders placed in hazardous or congested passageways will be secured and traffic barricades and/or warnings signs will be used.
16. The area at the top and bottom of the ladder will be kept clear.
17. Non-conductive ladders will only be used when the potential for contact with exposed energized electrical is present.
18. The top or top step of a stepladder will not be used as a step.
19. Single-rail ladders will not be used.
20. Ladders will be inspected by a competent person on a periodic basis.
21. When ascending or descending a ladder, the worker must face the ladder.
22. Each worker must use at least one hand to grasp the ladder when moving up or down the ladder.
23. A worker must not carry any object or load when climbing a ladder that might cause the worker to lose balance and fall.
24. Portable ladders with structural defects - such as broken or missing rungs, cleats, or steps, broken or split rails, corroded components, or other faulty or defective components - must immediately be marked defective, or tagged with "Do Not Use" or similar language and withdrawn from service until repaired.

Fire Protection and Prevention

The Felix Associates of Florida, Inc. workers are not in the business of fighting fires. The fire extinguishers are to be used only to stop small fires at their start or to assist in the event of an emergency evacuation. The emergency 911 system or other emergency system will be called to fight fires.

Only approved containers shall be used for the storage and handling flammable and combustible liquids. Approved metal safety cans shall be used for the handling and use flammable liquids in quantities greater than one gallon and shall not be stored in areas used for exits, stairways, or normally used for the safe passage of people.

At least one portable fire extinguisher having a rating of not less than 2A:30BC shall be located not less than 25 feet, nor more than 75 feet, from any unit being demolished or renovated.

Confined Space Entry

When entry into a confined space is necessary, the Entry Supervisor may initiate entry procedures, including the completion of a confined space entry permit. Entry into a confined space shall follow the standard entry procedure as outlined in this section.

A "confined space" has limited or restricted means of entry or exit, is large enough for an employee to enter and perform assigned work, and is not designed for continuous occupancy by the employee. Those spaces that meet the definition of a "confined space" and pose health or safety hazards that are immediately dangerous to life and health require a permit for entry.

Specific training must be given to employees who enter confined spaces or act as Authorized Entrants, Entry Supervisors, and Attendants. This training must provide employees with the knowledge, skills, and understanding to safely enter, work, and exit from confined spaces.

Each entry will require a minimum of 2 Felix Associates of Florida, Inc. employees, one of which is assigned the task as attendant.

Prior to Entry

The entire confined space entry permit shall be completed before a standard entry. Entry shall be allowed only when all requirements of the permit are met and it is reviewed and signed by an Entry Supervisor. The following conditions must be met prior to standard entry:

1. Affected personnel shall be trained to establish proficiency in the duties that will be performed within the confined space.
2. The internal atmosphere within the confined space shall be tested with a calibrated, direct-reading instrument.
3. Personnel shall be provided with necessary PPE as determined by the Entry Supervisor.

Atmospheric monitoring shall take place during the entry. If a hazardous atmosphere is detected during entry personnel within the confined space shall be evacuated by the Attendant(s) or Entry Supervisor until the space can be evaluated to determine how the hazardous atmosphere developed; and controls shall be put in place to protect employees before reentry.

Opening a Confined Space

Any conditions making it unsafe to remove an entrance cover shall be eliminated before the cover is removed. When entrance covers are removed, the opening shall be promptly guarded by a railing, temporary cover, or other temporary barrier that will prevent anyone from falling through the opening. This barrier or cover shall protect each employee working in the space from foreign objects entering the space. If it is in a traffic area, adequate barriers shall be erected.

Atmospheric Testing

Atmospheric test data is required prior to entry into a confined space. Atmospheric testing is required for two distinct purposes: (1) evaluation of the hazards of the permit space, and (2) verification that acceptable conditions exist for entry into that space. If a person must go into the space to obtain the needed data, then Standard Confined Space Entry Procedures shall be followed. Before entry into a confined space, Responsible Person shall conduct testing for hazardous atmospheres. The internal atmosphere shall be tested with a calibrated, direct-reading instrument for oxygen, flammable gases and vapors, and potential toxic air contaminants, in that order.

Testing equipment used in specialty areas shall be listed or approved for use in such areas by Responsible Person. All testing equipment shall be approved by a nationally recognized laboratory, such as Underwriters Laboratories or Factory Mutual Systems.

Evaluation Testing

The atmosphere of a confined space should be analyzed using equipment of sufficient sensitivity and specificity. The analysis shall identify and evaluate any hazardous atmospheres that may exist or arise, so that appropriate permit entry procedures can be developed and acceptable entry conditions stipulated for that space.

Verification Testing

A confined space that may contain a hazardous atmosphere shall be tested for residues of all identified or suspected contaminants. The evaluation testing should be conducted with specified equipment to determine that residual concentrations at the time of testing and entry are within acceptable limits. Results of testing shall be recorded by the person performing the tests on the permit. The atmosphere shall be periodically retested to verify that atmospheric conditions remain within acceptable entry parameters.

Acceptable Limits

The atmosphere of the confined spaces shall be considered to be within acceptable limits when the following conditions are maintained:

1. oxygen: 19.5 percent to 23.5 percent;
2. flammability: less than 10 percent of the Lower Flammable Limit (LFL); and

3. toxicity: less than recognized American Conference of Governmental Industrial Hygienists (ACGIH) exposure limits or other published exposure levels [i.e., OSHA Permissible Exposure Limits (PELs) or National Institute of Occupational Safety and Health (NIOSH) Recommended Exposure Limits (RELs)].

Employees shall not be permitted to work in hazardous and/or toxic atmospheres.

Ingress/Egress Safeguards

Means for safe entry and exit shall be provided for confined spaces. Each entry and exit points shall be evaluated by the superintendent to determine the most effective methods and equipment that will enable employees to safely enter and exit the confined space.

Appropriate retrieval equipment or methods shall be used whenever a person enters a confined space. Use of retrieval equipment may be waived by the superintendent if use of the equipment increases the overall risks of entry or does not contribute to the rescue. A mechanical device shall be available to retrieve personnel from vertical confined spaces greater than five (5) feet in depth.

Emergency Response

Felix Associates of Florida, Inc. shall maintain a written plan that shall be kept onsite where the confined space work is being conducted. All affected personnel shall be trained on the Emergency Response Plan.

Retrieval systems shall be available and ready when an authorized person enters a permit space, unless such equipment increases the overall risk of entry, or the equipment would not contribute to the rescue of the entrant. Retrieval systems shall have a chest or full-body harness and a retrieval line attached at the center of the back near shoulder level or above the head. If harnesses are not feasible, or would create a greater hazard, wristlets may be used in lieu of the harness. The retrieval line shall be firmly fastened outside the space so that rescue can begin as soon as anyone is aware that retrieval is necessary. A mechanical device shall be available to retrieve personnel from vertical confined spaces more than five (5) feet deep.

A rescue service must be used and they must be trained in confined space entry, First Aid, CPR, and take part in at least annual emergency simulations. First-aid/CPR and emergency rescue may be provided by off-site emergency services if response time to the site is less than 5 minutes. Off-site emergency services must be contacted prior to confined space entry work.

Where first-aid/CPR and emergency rescue are provided by Felix Associates of Florida, Inc. Corporation, the rescue team must have practical training in these topics before confined space work begins and at least annually thereafter. Such training must include practice in performing rescues from confined spaces typically encountered at Felix Associates of Florida, Inc. work sites.

Acknowledgment Of Safety Regulations And Policies

1. I am familiar with the Safety Guidelines for my trade and this project.
2. I have received and/or reviewed and/or been advised of and understand the Policy on Illegal Drugs, Alcohol and Prohibited Items.
3. I have been advised of and understand that failure to comply with the Safety Health and Environmental Programs on the Project and Policy on Illegal Drugs, Alcohol and Prohibited Items could result in dismissal from this Project. Any willful or deliberate violation of Safety, Health and Environmental Programs or other established Company Policies may result in dismissal from this Project.
4. I understand all of the requirements asked of me and was given an opportunity to ask any questions.
5. As the company representative, I will inform all of our employees of the aforementioned policies and programs.

I understand the intent on establishing a set of comprehensive Safety, Health and Environmental Policies, including a Policy On Illegal Drugs, Alcohol and other Prohibited Items and that these policies are subject to change at any time, without advance notice in order to provide the safest workplace possible. This is necessary to ensure a safe, healthy and productive work environment for employees and others while on company property, to protect company property and assets, to assure efficient operations, and is in no way meant to be used in a discriminatory capacity. I have been advised the complete Corporate Safety, Health and Environmental Programs are available for review upon request. I further indicate by my signature below that I fully understand all that is expected of me, my company and its employees with regard to the aforementioned policies and agree to abide by all federal, state and local safety, health and environmental regulations and that my company's safety, health and environmental programs meet or exceed those of Policies. In the event that my company's safety, health and environmental policy does not meet this requirement, we will, at a minimum meet all federal, state, and local and requirements. I will also ensure all of my employees are made aware of the policies and procedures.

A machine copy of this Acknowledgement Form shall have the same force and effect as the original.

Signature of Employee

Witness Signature

Printed Name

Printed Name

Date

Date

Jobsite Daily Safety Review

Jobsite: _____ Date: _____

Weather Condition _____ Est. Temperature _____

OK – Satisfactory NI – Needs Improvement NA – Not Applicable

ITEM	OK	NI	NA	COMMENTS
Extension cords of proper type and in good condition.				
GFI used for all electrical equipment				
Floor openings properly covered or barricaded.				
Everyone wearing the required personal protective equipment and clothing.				
Fall Protection used as required.				
Compressed gas cylinders properly secured and valve covers in place				
Housekeeping satisfactory				
Ladders free from defects and equipped with safety feet, blocked, cleated, or otherwise secured.				
Ladder bases out from wall 1/4 working length of ladder				

Felix Associates of Florida, Inc. Signature _____

Notification of Unsafe Act or Condition

Subcontractor: _____ Date: _____

Employee Name: _____

Jobsite Name: _____

Jobsite Address: _____

You are in VIOLATION of the following regulations or policies:

- | | |
|--|---|
| <input type="checkbox"/> Hard Hats | <input type="checkbox"/> Safety Glasses |
| <input type="checkbox"/> Personal Clothing | <input type="checkbox"/> Work Boots |
| <input type="checkbox"/> Housekeeping | <input type="checkbox"/> Electrical – Extension Cords |
| <input type="checkbox"/> Fall Protection | <input type="checkbox"/> Electrical - Other |
| <input type="checkbox"/> Horseplay | <input type="checkbox"/> Welding / Cutting |
| <input type="checkbox"/> Ladders | <input type="checkbox"/> Scaffolding |
| <input type="checkbox"/> Hand Tools | <input type="checkbox"/> Power Tools |
| <input type="checkbox"/> Railings / Barricades | <input type="checkbox"/> Cranes / Hoists |
| <input type="checkbox"/> Ramps, Walkways, Stairs | <input type="checkbox"/> Trenching / Excavation |
| <input type="checkbox"/> Other: | |

Comments: _____

Felix Associates of Florida, Inc. Management Signature: _____

Copy to Subcontractor Office and Job File

Safety Meeting Attendance

Location: _____ Date: _____

Safety Topic: _____

By my signature below, I certify that I attended the weekly safety meeting and have understood the contents.

Por mi firma abajo, yo certifico que asisti el reunir semanal de la seguridad y he entendido el contenido.

Print Or Type

Signature

No Accident Certification Record

Location: _____ Week Ending: _____

By my signature below, I certify that during the period specified above I have not been injured during my work shift(s), nor have I witnessed an accident resulting in injury to someone else.

Por mi firma abajo, yo certifico que durante el periodo especifico encima de yo no ha sido herido durante mi cambio (s) del trabajo, ni tiene presencie un accidente teniendo como resultado la herida a otra persona.

PRINT OR TYPE

SIGNATURE

Daily Excavation Checklist

Date: _____		Completed By: _____		
Location: _____		Weather Conditions: _____		
OK – Satisfactory NI – Needs Improvement NA – Not Applicable		OK	NI	NA
1.	Protective System (Sloping, Shoring, Benching, Trench Box,)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Depth of Cut	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Spoil Pile	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Hazardous Atmosphere (Potential Confined Space Classification)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Soil Classification (Always Type C – unless Proven Otherwise)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	Surface/Ground Water/Water Table	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	Utilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	Access/Egress	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.	Vibrations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.	Superimposed Loads Near Opening (buildings, heavy equipment,...)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.	Employee Fall Hazards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12.	Public Protection/Traffic (barricades, warning signs,...)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13.	Hazardous Work Operations (welding, chemicals,...)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14.	Personal Protective Equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15.	Other Hazards Observed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16.	Environmental	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17.	Safe Work Practices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SOME EXCAVATION CHECKLIST ITEMS

1. Protective System: Proper design/installation of sloping (most common that we use), Shoring, Benching, or Trench Box.
2. Depth of Cut: Depth of 5 feet or more (per OSHA) must have protective measures/system (plant/owners may impose 4-foot rule), any excavation over 20 feet must be designed by a registered professional engineer.
3. Spoil Pile: Must be minimum of 2 feet from opening (per OSHA), other plant/owners may impose 3-foot rule.
4. Hazardous Atmosphere: Opening may be classified as a Confined Space if hazardous atmosphere exists from traffic or equipment exhaust, welding operations, presence of chemicals in operation or soil. Must test at 4-foot level if suspect hazardous material is in soil to be excavated. Ventilation or respiratory protection may be required.
5. Soil Classification: Always Type C unless the Company Safety Manager or other qualified person tests the soil and determines other classification. Type C = least stable (gravel, sand soft clay, submerged, or previously disturbed soil).
6. Surface/Ground Water/Water Table: Presence of water may erode or undermine the sides of the opening, special inspection of openings after rain.
7. Utilities – Underground/Overhead: Determine utilities before begin digging, utilize J.U.L.I.E. system, other utility companies, and property owner drawings for location of underground utilities, hand dig may be required as safety precaution in some situations. Observe overhead electrical lines – maintain 10 feet clearance from equipment and personnel.
8. Access/Egress: Must provide safe means at levels of 4-feet or deeper (ladders, stairs, ramps,) and must have an access every 25 feet of lateral distance. Safe means provided in event of emergency evacuation.
9. Vibration: Caused from traffic, heavy equipment, trains, work operations, plant operations nearby
10. Superimposed Loads Near Opening: Weight of heavy loads (equipment, material), buildings, poles, or other structures.
11. Employee Fall Hazards: Protect against falls if over 6 feet deep (barricades, handrails, flagging, fencing, body harness)
12. Public Protection/Traffic: Barricades, flagging, warning signs may be necessary. Protect public as well as workers.
13. Hazardous Work Operation: May be welding, chemicals, hot work (electrical)
14. Personal Protective Equipment: May require hard hats, safety glasses, fall protection, respirators, suits
15. Other Hazards Observed: Protruding objects, exposed live electrical, chemicals, snow, ice, rain
16. Environmental: Unexpected discovery of chemical hazards or leaks, buried materials (asbestos, drums)
17. Safe Work Practices: Hand Placement, Line of Fire, Moving Blind, Area Conditions Controlled, Proper Lifting Practices, Following Procedures, Safe Electrical Work Practices Followed, Job Briefings Held.

CONFINED SPACE ENTRY PROCEDURE

This procedure is an outline only. It does not include all required information for confined space entry. **All persons** entering confined spaces or monitoring entrants in confined spaces must be trained and follow the procedures on this document and sign the certification on the other side of this form. **If any conditions identified on this list are not met, a permit is required to enter.**

1. Entry teams shall consist of a minimum of two people, an attendant and the entrant. Attendants and entrants must be trained on confined space entry.
2. Hazards assessment and testing must be performed by an individual familiar with the hazards of the space. This person becomes the entry supervisor and must sign the entry form.
3. Emergency procedures must be understood by the entrant and attendant.
4. Communication equipment to contact the rescue service must be on site.
5. An instrument capable of measuring oxygen, explosive gas levels (LEL), hydrogen sulfide and any other toxic substance to which the entrant might be exposed must be on site. The instrument must be calibrated frequently enough to ensure proper function.
6. Atmospheric testing shall be continuous and readings recorded every two hours on the reverse side. Space shall be evacuated immediately if any monitor alarm is activated.
7. The oxygen level must be at least 20% for **entry** to be allowed. The entrant(s) must exit the confined space if the oxygen level drops to 19.5% (**Alarm Level**).
8. The LEL (lower explosive limit) cannot exceed 5% for entry to be allowed.
9. The hydrogen sulfide reading cannot exceed 5 ppm for entry to be allowed.
10. The space must be free of physical or mechanical hazards such as entrapment, engulfment or other recognized hazard which could incapacitate an entrant.
11. Lockout/tag out procedures must be performed on all forms of exposed hazardous energy.
12. The material safety data sheet must be on site for any chemicals used and appropriate monitoring equipment used to monitor the atmosphere.
13. Work using flame or generating sparks is defined as hot work and a **permit is mandatory** when performing this type of work in a confined space.

Hurricane Emergency Management Plan

Introduction/Purpose of Plan

This Felix Associates of Florida, Inc. Hurricane Emergency Management Plan is intended to establish policies, procedures and organizational structure for responding to storm emergencies that are of a magnitude that can cause a significant disruption of the functions of a project. This plan depicts the basic roles and responsibilities of Felix Associates of Florida, Inc. and personnel during emergency situations. The basic emergency procedures are designed to protect lives and property through effective use of existing resources.

Through the use of attachments and annexes, this Hurricane Emergency Management Plan addresses several specific types of emergencies on an individual basis, providing guidelines for the stabilization and recovery from an incident.

Scope

This plan outlines the preparation, response and recovery of Felix Associates of Florida, Inc. personnel and resources for emergency situations. This Hurricane Emergency Management Plan is consistent with established practices relating to coordination of emergency response actions. Nothing in this plan shall be constructed in a manner that limits the use of good judgment and common sense in matters not foreseen or covered by the elements of the plan.

Assumptions

This Hurricane Emergency Management Plan is predicated on a realistic approach to the problems likely to be encountered during a major storm emergency. Hence, the following assumptions are made and should be used as general guidelines in such an event.

1. A storm may occur at anytime of the day or night, weekend, or holiday.
2. The succession of events in an emergency is not predictable; therefore, published operational plans, such as this plan, should serve only as a guide and a checklist, and may require modification in order to meet the requirement of the emergency.
3. A storm emergency may be declared if information indicates that such conditions are developing or probable.

Felix Associates of Florida, Inc. Communications to Subcontractor

Felix Associates of Florida, Inc. will be responsible to keep their personnel and their subcontractors for the project informed of the weather conditions. They will receive written notifications and special warnings about the weather conditions. Personnel will be notified of the following via phone call, verbal, email or fax:

1. Weather condition that could represent a danger of a hurricane.
2. Formation of a hurricane that could represent a danger to our zone.
3. Hurricane location (latitude and longitude) and forecasts
4. Hurricane Classification based on wind speed.

5. Hurricane status (Alert, Watch, Warning).
6. Additional information and special precautions to be taken.

Felix Associates of Florida, Inc. Emergency Information

Felix Associates of Florida, Inc. has prepared and will keep updated a list of key personnel. A meeting with the personnel team will be held to discuss the action plan and to distribute the project hurricane plans responsibilities. They key personnel will be responsible to report to work after the hurricane following an official notice from the National Hurricane Center and local officials that the hurricane danger is finished. They should notify Felix Associates of Florida, Inc. if they would not be able to report to work due to weather or aftermath conditions. Felix Associates of Florida, Inc. will determine the next step to cover this insufficiency.

Title	Name	Phone Number
Corporate Office	Russell Combs	(772) 220-2722
General Superintendent	Ken Sandow	(772) 528-9025
Safety Consultant	Phil Nanna	(561) 252-4397
Florida Power & Light		(800) 468-8243
Police		911
Fire		911
County Emergency Operations		

Action Plan

The preparations will increase as the storm approaches and its path is reasonably plotted in the hurricane-tracking chart. Once an alert has been given, all employees and subcontractors should keep in touch with Felix Associates of Florida, Inc. for the storm progress. The following steps are recommended to be as followed:

1. Hurricane Watch 36 to 48 Hours Before Hurricane
 - a. Project supervisors and subcontractors will be notified of the hurricane watch.
 - b. Hold a meeting with the key personnel to distribute responsibilities and to detect any special condition present at the project that could require more attention.
 - c. Re-supply the first aid kit.
 - d. Ensure that emergency equipment is stored in a safe place.
 - e. Coordinate to have available at least the following equipment:

- i. Flashlights with extra batteries
- ii. Portable generator(s)
- iii. Inexpensive battery operated radio (weather Band)
- iv. Fire extinguisher(s)
- v. Personal Protective Equipment (raining coats, rubber boots, hand gloves, etc.)
- f. Develop an emergency phone list according to the project area and location.

2. Hurricane Warning – 36 hours to Hurricane

- a. Notify Projects supervisors, key personnel, and subcontractors of the hurricane warning and weather conditions.
- b. Hold a meeting with the key personnel to distribute preparation responsibilities and review the actions already taken.
- c. All material will be contained in a manner that it cannot be a projectile or it will be removed from jobsite.
- d. All floors exposed to outside elements should be broom clean.
- e. Take photographs of the jobsite, both inside and outside, to aid in documenting the precautions taken before the hurricane.
- f. Refuel all company vehicles and park them in a protected area to minimize damage from windblown objects.
- g. Shutdown all non-essential electric motors and cut off power at main breaker.
- h. Fill all safety cans with gasoline and/or diesel. The safety cans should be labeled with the nature of their contents.
- i. Remove compressed gas cylinders from the work areas when they are exposed to outside elements. Be sure that they are stored in upright position and tied up.
- j. Materials, tools, and equipment stored in areas susceptible to flooding should be storage in high places.
- k. Prepare an accurate inventory list of all equipment, materials and tools at the project site.
- l. Fill drinking water cans with ice and water and place them in a safe place.
- m. Secure all hazardous chemicals materials to prevent chemicals spills.

3. After The Hurricane

- a. For job personnel who must return to work to the site in the aftermath of the hurricane, certain precautions are needed:
 - i. Avoid areas where power lines are down, especially in the vicinity of the water. Report any power line down to the Florida Power and Light Company (FPL).

- ii. Avoid piles of debris, where poisonous snakes and insects may have taken refuge.
- b. Remember that on-site structures may have been damaged and now unable to sustain weight or stress.
- c. Do not use water from city mains until it has been declared safe from contamination.
- d. Take photographs of all areas to document all damages.
- e. Check fire extinguisher and take extra precautions to prevent fires. Lowered water pressure in city mains and debris in streets may prevent effective fire fighting after the hurricane.
- f. A walk through the project should be made prior to allow employees to the project facilities.
- g. Prepare an accurate inventory of all the equipment, materials and tools to detect any loss or damages.
- h. Do not turn on any computer and/or electronic equipment until the electric power is verified from low voltages and/or fluctuations.

Plan Definitions

Tropical Depression – An organized system of clouds and thunderstorms with a defined circulation and top winds of less than 39 mph.

Tropical Storm – An organized system of clouds and thunderstorms with a defined circulation and top winds of 39 to 74 mph. Tropical storms can quickly develop into hurricanes. Storms are named when they reach tropical storm.

Hurricane – An intense tropical weather system with a well defined circulation and sustained wind speeds of 74 mph or higher.

Hurricane Watch – Hurricane conditions are possible in the specified area of the watch, usually within 36 hours. During a hurricane watch, prepare to take immediate action according to the procedure established in this program.

Hurricane Warning - Hurricane conditions are expected in the specified area of the warning within 24 hours. Complete all storm preparation according to the procedure established in this program.



Tab 2: Project Experience and References



GENERAL CONTRACTING • SITE DEVELOPMENT • UTILITY CONSTRUCTION • COMMUNICATIONS

Project Experience and References

Felix Associates of Florida, Inc. takes pride in the ability to meet time and budget requirements. Utilizing such programs as HCSS, Timberline, Timberscan, P6 and AgTek to name a few, the company has the resources available to keep projects on schedule and budget. Our licensing requires continuous education, which keeps us up to date on the latest best practices in the industry.

Our server set up allows all project members to access project information securely from any location. Routing software makes project cost control and review timely and seamless. Project progress is discussed weekly at meetings that include ownership.

In addition to our own safety program, Felix Associates of Florida, Inc. utilizes an independent safety contractor. This independent contractor visits jobsites unannounced and reports findings directly to management. Safe jobsites prevent delays that allow the company to complete jobs in a safe and timely manner.

Felix Associates of Florida, Inc. is a licensed general contractor. We are prequalified to work for the states of Florida, Texas and Oklahoma Departments of Transportation. This requires annual recertification. The stringent process of approval by the states include a review of audited financial statements, current projects, equipment, project management, bonding and insurance.

Felix Associates of Florida, Inc. is familiar with and has worked on numerous municipal projects that included State and Federal programs including FDEP: Bureau of Water Facilities Funding Supplementary Conditions for Construction Procurement, Federal Labor Standards Provisions (including Davis-Bacon and Copeland Acts), Minority Business Enterprise Participation and Buy American Certification.

Compliance with State and Federal Programs at Felix Associates of Florida, Inc. is a team effort. All program requirements are discussed on a job by job basis. The team consists of Project Managers, Accountants, Superintendents and Foreman. The company has demonstrated its knowledge and ability on prior projects and will continue to do so on future projects.

Owners of the company take all of the State and Federal Program requirements very seriously. This is communicated to employees at every level. The company has the staff and ability to meet all of the requirements.

Client	Project Description	Year completed	Nature of Work	Total Value
City of Stuart Mr. David Peters 121 SW Flagler Avenue Stuart Florida 34994 (772) 288-5331 dpeters@ci.stuart.fl.us	City of Stuart Sewer Expansion Hibiscus Basin	2015	Installation of PVC and HDPE low pressure main. Furnish and install gate valves and cleanouts. Modify existing liftstation and connect. Roadway and driveway crossings.	\$405,642
City of Stuart Mr. David Peters 121 SW Flagler Avenue Stuart Florida 34994 (772) 288-5331 dpeters@ci.stuart.fl.us	Cabana Point Basin	2014	Installation of PVC and HDPE low pressure main. Furnish and install gate valves and cleanouts. Connected to existing liftstation. Roadway and driveway crossings.	\$105,739
City of Stuart Mr. David Peters 121 SW Flagler Avenue Stuart Florida 34994 (772) 288-5331 dpeters@ci.stuart.fl.us	Stuart Low Pressure Sewer	2014	Installation of PVC watermain and HDPE low pressure main. Furnish and install gate valves and cleanouts. Construction of liftstation with connection to forcemain. Roadway and driveway crossings.	\$620,817
City of Port St. Lucie Mr. Laney Southerly 121 S.E. Port St. Lucie Blvd. Port St. Lucie Florida 34984 (772) 873-6400 lsoutherly@cityofpsl.com	Southport WM Replacement	2013	Furnish & install approximately 40,000 LF PVC watermain. Project included fire hydrant installation, roadway crossings, sidewalk and driveway removal/replacement.	\$1,757,321
City of Port St. Lucie Mr. Laney Southerly 121 S.E. Port St. Lucie Blvd. Port St. Lucie Florida 34984 (772) 873-6400 lsoutherly@cityofpsl.com	PSL Repair Water Distribution System	2013	Install approximately 220,000 LF of watermain. Includes grout & cap of approximately 155,000 LF of watermain.	\$9,874,883

City of Stuart	Stuart Low Pressure Main		Installation of low pressure main and watermain. Work included driveway and roadway crossings., lift station modification and valves/fittings.	\$1,114,385
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Mr. David Peters
121 SW Flagler Avenue Stuart Florida 34994
(772) 288-5331
dpeters@ci.stuart.fl.us

2013

City of Stuart	Stuart IQ Water Main Improvements	2011	Install approximately 19,000 LF PVC IQ in various sizes.. HDD approximately 4,900 LF HDPE in various sizes.	\$2,373,222
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Mr. David Peters
121 SW Flagler Avenue Stuart Florida 34994
(772) 288-5331
dpeters@ci.stuart.fl.us



State and Federal Program Experience

Felix Associates of Florida, Inc. is familiar with and has worked on numerous municipal projects that included State and Federal programs including FDEP: Bureau of Water Facilities Funding Supplementary Conditions for Construction Procurement, Federal Labor Standards Provisions (including Davis-Bacon and Copeland Acts), Minority Business Enterprise Participation and Buy American Certification.

Compliance with State and Federal Programs at Felix Associates of Florida, Inc. is a team effort. All program requirements are discussed on a job by job basis. The team consists of Project Managers, Accountants, Superintendents and Foreman. The company has demonstrated its knowledge and ability on prior projects and will continue to do so on future projects.

Owners of the company take all of the State and Federal Program requirements very seriously. This is communicated to employees at every level. The company has the staff and ability to meet all of the requirements.



Tab 3: Equipment

Felix Associates of Florida, Inc.
Equipment

As evidence that the firm owns or leases equipment required to successfully perform the specified scope of work, we have included below Note # 4, page 11, of our current audited financial statement. Please feel free to contact our auditors directly should you have any questions or concerns regarding the equipment available to Felix Associates of Florida, Inc.

Ms. Teri Lazarus, CPA
Milbern Ray and Company, LLP

(817) 552-7661
teri@milbern-ray.com

Note 4 - Property and equipment

Property and equipment at December 31, 2014 and 2013 were as follows:

	<u>2014</u>	<u>2013</u>
Land	\$ 351,001	\$ 351,001
Machinery and equipment	7,077,338	4,756,416
Office equipment	54,459	36,879
Autos and Trucks	2,325,873	1,922,065
Equipment under capital lease	<u>1,852,435</u>	<u>1,852,435</u>
	9,808,671	7,083,941
Less accumulated depreciation and amortization	<u>(2,804,611)</u>	<u>(1,744,382)</u>
Totals	<u>\$ 7,004,060</u>	<u>\$ 5,339,559</u>

Equipment List**5/31/2015****Equipment****Description****Serial #**

MWI Pump
8493
Sold to Ritchie Bros.
Komatsu PC160LC-8
25266
Komatsu WA250-6
76576
LAY-MOR-8HC
31256
LAY-MOR-8HC
31675
KOMATSU-WB140
A20673
JOHN DEERE-450J LGP
T0450JX131612
JOHN DEERE-850J LGP
T0850JX129090
KOMATSU-PC138US
1128
KOMATSU-PC138US
1152
KOMATSU-PC200LC-8
C60160
KOMATSU-PC138USLC-2EO
2145
KOMATSU-PC78US-6N
9043
JOHN DEERE-5325
LV5325R236080
VERMEER-RT100
1VRX051E571002398
CAT-RC60
31A00919
JOHN DEERE-GATOR-HPX-4X4
M0HP4GT041497
KOMATSU-WA180
A81422
KOMATSU-WA250
A73152
KOMATSU-WA200-5
68481
KOMATSU-WA200-5
68557
KOMATSU-WA320-5L
A33366
CAT-297C-HIGH FLOW
GCP00641
CAT-CB-334D
4CZ00250
RD880
673604225
INGERSOLL RAND-SD-45D
189427
INGERSOLL RAND-SD-45D
192580
FLAT BED-FRUEHAUF-1995-48FT
1H2P04825SW081208
BOX-GREAT DANE-1986-48FT
1GRAA9625HS020801
BOX-GREAT DANE-1987-48FT
1GRAA9625JS066506
SULLIVAN-PALATEK-D210
600754
MAGNUM-MLT4060MMH
40885
WACKER-LTC4
5F13D13041001823
2006 KOMATSU PC200
A86659
TAKEUCHI MINI-EXCAVATOR
12517284
BIG TEX 14LX-14 TRAILER
16VDX142XE5307317
CAT 420F IT
CAT420FJJWJ01575
HAMM 3205 ROLLER
H1880427
HAMM 3205 ROLLER
H1880432
KOMATSU PC308USLC-3EO
A30276
KOMATSU PC490LC-10
A40207

Truck**Description**

Ford F250 4 x 4 2007
2010 Ford F150
2010 Ford F150
Low Boy-RG50 Witzco Challenger
UD1200 Box Van
Freightliner-FL70-1997-2400 Gallon
International 4700
International 4300
F250 4X4 2004
F250 4X4 2004
F250 4X4 2006 Crew Cab
F250 4X4 2007
F250 4X4 2007 Crew Cab
F150 4X4 2007 Ext Cab
Mack- CL700
2002 GMC W5500 Flatbed
2013 Ford Explorer
2013 Ram 3500
2012 Ram 3500
2014 Ram 3500
2014 Ram 3500
2014 Ram 5500
2014 Ram 1500 4x4 Quad Cab
2015 Ram 2500
Isuzu NPR
Int'l 4300 2004
Ford F250 4 x 4 2007
Ford F250 4 x 4 2007
Ford F150 Brad
2000 Ford 550
2008 Ford F450
2011 Ford F150
2011 Ford F150
2005 Isuzu NQR
1999 Int'l. Fuel Truck
2012 Ford Escape
2012 Ford Escape
2008 Mack Tractor
2012 Ford F150
2012 Ford F150
ISUZU NPR FLATBED

KOMATSU WA320-7	A36209	MACK WATER TRUCK
LAY-MOR-8HC BROOM	32694	Terex Load King Lowboy
CAT 420E IT	DAN01937	2011 Ford F250
CAT 420E IT	DAN01973	2012 Ford F150
CAT SS250B MIXER	5GR00182	Ford F150
Komatsu WA250-5L	A74109	Freightliner FL70 Water Truck
Komatsu WB146-5	A23232	Freightliner FL70 Water Truck
Cat D3GLGP	BYR01749	Ford F250
Komatsu WA200-5	68562	Ford F250
Komatsu PC300LC-7	A88591	2012 Ford F150
Cat 12H	AMZ01154	2012 Ford Escape
Komatsu WA250-5L	A74275	2012 Ford Escape
Hamm 3410	H1790245	2009 Peterbuilt 335 Mechanic
Bidwell Roller Paver	48-20101211-2-HD	2005 Ford F150
2009 Broce Broom	406460	2012 Ford F150 S.C. 4 x 4
Komatsu WA380-7	A10022	2012 Ford Escape
Komatsu-WB146-5	A23233	2012 Ford Escape
Cat-D5GLGP	RKG03418	2011 Ford F550 Superduty 4 x 4
Komatsu-PC300LC-EO	A88137	2011 Ford F550 Superduty 4 x 4
John Deere-850J LGP 2006	T0850JX129865	2012 Ford F150
Komatsu WA250L	72256	2012 Ford F150
Sullair-200DUQJD	004-152356	2007 MACK 4000 GALLON
KOMATSU-WA320-5L	A32715	2013 Ford F150
KOMATSU-WA320-5L	A33022	2013 Ford F150
KOMATSU-WB146-5	A23254	2013 Ford F150
KOMATSU-PC400LC-8	A88108	2013 Ford F150
CAT-287B-HIGH FLOW XPS	CAT0287BAZSA04205	2013 Ford F150
INGERSOLL RAND-SD-45D	187188	2012 Ford F550
Genie Boom Lift	S607356	2013 Ford F150
Dynapac Wheel Roller	691B010	2006 Peterbuilt Fuel Truck
Bomag Padfoot Compactor	901580871092	2001 Mack RD688 Mixer
Waldon Sweepmaster	22704	2001 Mack RD688 Mixer
Rosco Sweep Pro Broom	482040335	2001 Mack RD688 Mixer
Terex Insert	N/A	2007 Isuzu NQR Saw Truck
Klein 12k Gallon Water Tower	OBL	1993 Load King503-655DD
Klein 12k Gallon Water Tower	K34158	2014 Ford F150
Cat 815F Soil Compactor	1GN01031	2014 Ford F150
Cat 140H Motor Grader	CCA02592	2014 Ford F150
Cat 140H Motor Grader	CCA01096	2014 Ford F150
2005 Dynapac Roller	67620385	2014 Ford F150
1996 Gradall Excavator	0413237	
8' x 20' Trench Plates	Ritchie Bros.	
SITECH GPS	VARIOUS	
CAT 160H MOTOR GRADER	0160HPASD00683	
Cat-12H	AMZ01174	
2008 Bomag Roller	901583251163	
Komatsu PC300LC-7	A86706	

JD 650J LGP	T0650JX130974
2005 CASE 570MXT LOADER	JJ30302338
Trimble GPS	
Husqvarna	965885419
REXCON Mobile 12SE	2541
MC5 Lifter Vacuworx	
Speed Screed Cruiser	02031978140C

<u>Serial #</u>	<u>Lease</u>	<u>Description</u>	<u>Serial #</u>
1FTSX21P57EA51499		Gomaco Commander III	900100-931
1FTFW1EF1BFA34508		Gomaco GHP 2800	905200-047
1FTVX1EV7AKE73914		Model S Portable Plant	N/A
1WA11E3055000321		Gomaco TC600	N/A
JNAUXV1J2YA401513		Case 570LXT Loader	JJG0224531
1FV6HJAA0VL856862		Hamm 3412P Compactor	H1601180
1HTSCACP94H591350		Hamm GRW15 Pneumatic Roller	47584
1HTMMAAN66H179924		Rexcon T&C Concrete Placer	TDM3401
1FTNX21P14EB08645		Gomaco Trimmer	905500183
1FTNX21P94EB74568		Garbo 3CY Concrete Bucket	N/A
1FTSW21P76EC57490		Cat Generator	KNM00281
1FTSX21P37EA51498		Vermeer D9x13 Drill	900100-931
1FTSW21P07EA38436			
1FTPX14V77FA88395			
1M1AD64Y37M002484			
J8DE5B14327902607			
1FM5K7F81DGB78370			
3C7WDTBL0CG328738			
3C63RRGL6DG616057			
3C63R3GL1EG117942			
3C63R3GL9EG151403			
3C7WRNCL8EG214615			
1C6RR7FT8ES141747			
3C6UR5HL2FG667179			
JALB4B16467016342			
1HTMMAAN14H606696			
1FTSX21P17EA51497			
1FTSX21P87EA38018			
1FTFW1EVXAFD42413			
1FDAF57F0YEA39532			
1FDXW46R58EA74017			
1FTFX1EF1BKD40824			
1FTFX1EF0BFB05730			
JALE516757902244			
1HTSDAAN0XH647851			
1FMCUODG3CKA93724			
1FMCUODG7CKA64162			
1M2AN07Y38N001204			
1FTFX1EF0CFA24440			
1FTFX1EF0CFA24440			
JALC4J16567004943			

Rental Options:

United Rental
Linder Industrial
Kelly Tractor
Neff Rental

1M1AA13Y8WW098287
5LKL5335371026492
1FT7X2B64BEC80504
1FTFX1EF2CFA24441
1FTFX1EF4CKD25655
1FVABTDC75DN87533
1FVABTAK33DL67492
1FT7X2B64BEC80504
1FT7X2B6XCEA81197
1FTFX1EF6CKD25656
1FMCUODG9CKB66045
1FMCUODG9CKB66045
2NPLHN7X69M792248
1FTRF12215KF14414
1FTFX1EF4CFB93294
1FMCU0EG7CKA4472
1FMCU0EG7CKA4472
1FD0W5HT6BEB91449
1FD0W5HT6BEB06108
1FTFW1EF9CFC60779
1FTFW1EF3CFD01620
1M1AP02Y77N001808
1FTFX1EF7DKF00045
1FTFX1EF7DKF00045
1FTFX1EF4DKE94947
1FTFX1EF9DKF00046
1FTFX1EF5DKF00044
1FDUF5HT8CEC14894
1FTFW1EF3DKF42926
2NPLHD7X46M667741
1M2P267C51M058283
1M2P267C61M058275
1M2P267C71M058284
JALE5B16077903965
1B4L67378P1117551
1FTFW1EF7EKG07312
1FTFW1EF8EKG51318
1FTFW1EFXEKG51319
1FTFW1EF9EKG07313
1FTFW1EF9EKG07313



Tab 4: Insurance and Bonding



**PHILADELPHIA
INSURANCE COMPANIES**

A Member of the Tokio Marine Group

June 15, 2015

City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

RE: FELIX ASSOCIATES OF FLORIDA, INC.

To Whom It May Concern:

Felix Associates of Florida, Inc. is currently bonded by Philadelphia Indemnity Insurance Company, and is an account in good standing. PHILADELPHIA INDEMNITYINSURANCE COMPANY is rated by A.M. Best as a "A++" (Superior) and "XIV" financial size. Philadelphia Indemnity Insurance Company has a certificate of authority from the Department of The Treasury with an underwriting limitation of \$215,671,000.

A bonded work program of \$75,000,000 single and \$150,000,000 aggregate, has been supported by Philadelphia Indemnity Insurance Company. As, surety, Philadelphia Indemnity Insurance Company would favorably consider performance and payment bonds as necessary. As is customary, final approval of any bond is predicated upon the most current financial job information available to the underwriter at the time, and is subject to standard underwriting including but not limited to review of contract terms and conditions, bond forms and project financing.

Any request for bonds is a matter between the contractor and ourselves and we assume no liability to any party if for any reason we do not execute said bonds which may arise solely from this letter of recommendation.

Philadelphia Indemnity Insurance Company

Lisa Nosal
Atty-in-fact
lnosal@chagency.com
973-435-3306

PHILADELPHIA INDEMNITY INSURANCE COMPANY

231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: **Louis A. Vlahakas, Robert Culnen, Joseph W. Mallory, Lisa Nosal and Stephanie Foy of C&H Agency, Inc.**

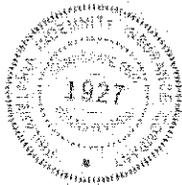
Its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$25,000,000.00**:

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

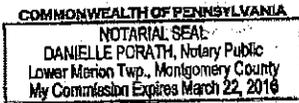
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7TH DAY OF FEBRUARY 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 7th day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public: _____

residing at: _____

Bala Cynwyd, PA

My commission expires: _____

March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 15th day of June, 2015.



Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



Tab 5: Financial Capacity

PHILADELPHIA INDEMNITY INSURANCE COMPANY

Statutory Statements of Admitted Assets, Liabilities and Capital and Surplus (in thousands, except par value and share amounts)

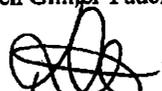
<u>Admitted Assets</u>	<u>As of December 31,</u>	
	<u>2014</u>	<u>2013</u>
Bonds (fair value \$6,153,215 and \$5,687,336)	\$ 5,869,602	\$ 5,603,006
Preferred stocks (fair value \$59,525 and \$-)	59,413	-
Common stocks (cost \$110,951 and \$3,594)	97,616	3,594
Mortgage loans	21,402	-
Other invested assets (cost \$156,141 and \$26,678)	154,549	26,678
Cash and short-term investments	<u>45,054</u>	<u>2,441</u>
Cash and invested assets	6,247,636	5,635,719
Premiums receivable, agents' balances and other receivables	673,590	626,337
Reinsurance receivable on paid losses	27,162	26,176
Accrued investment income	65,074	61,467
Receivable from affiliates	4,104	2,948
Net deferred tax asset	164,545	162,476
Federal income taxes receivable	-	10,909
Guaranty funds receivable	<u>106</u>	<u>29</u>
Total admitted assets	<u>\$ 7,182,217</u>	<u>\$ 6,526,061</u>
<u>Liabilities and Capital and Surplus</u>		
Liabilities:		
Net unpaid losses and loss adjustment expenses	\$ 3,169,910	\$ 2,895,803
Net unearned premiums	1,260,065	1,164,576
Reinsurance payable on paid loss and loss adjustment expenses	3,747	3,621
Ceded reinsurance premiums payable	63,104	63,156
Commissions payable, contingent commissions and other similar charges	226,034	204,448
Federal income taxes payable	13,990	-
Accrued expenses and other liabilities	50,060	31,505
Payable to affiliates	9,877	4,695
Provision for reinsurance	1,000	1,323
Payable for policyholders' dividends	221	220
Payable for purchased securities	<u>46,833</u>	<u>-</u>
Total liabilities	4,844,841	4,369,347
Capital:		
Common stock, par value of \$10 per share; 1,000,000 shares authorized, 359,995 shares issued and outstanding	3,600	3,600
Surplus:		
Gross paid-in and contributed surplus	386,970	386,970
Unassigned surplus	<u>1,946,806</u>	<u>1,766,144</u>
Total surplus	<u>2,333,776</u>	<u>2,153,114</u>
Total capital and surplus	<u>2,337,376</u>	<u>2,156,714</u>
Total liabilities and capital and surplus	<u>\$ 7,182,217</u>	<u>\$ 6,526,061</u>

The undersigned, being duly sworn, says: That she is the Executive Vice President and Chief Financial Officer of Philadelphia Indemnity Insurance Company; that said Company is a corporation duly organized in the state of Pennsylvania, and licensed and engaged in the State of Pennsylvania and has duly complied with all the requirements of the laws of the said State applicable of the said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress. And that to the best of her knowledge and belief the above statement is a full, true and correct statement of

Attest:
COMMONWEALTH OF PENNSYLVANIA
 Notarial Seal
 Kimberly A. Kessleski, Notary Public
 Lower Merion Twp., Montgomery County
 My Commission Expires Dec. 18, 2016
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES



 Karen Gilmer-Pauciello, EVP & CFO



 Kimberly Kessleski, Notary

Sworn to before me this 8th day of June 2015.

ARCH INSURANCE COMPANY
STATEMENT OF FINANCIAL CONDITION
December 31, 2013

Assets

Cash in Banks	\$ 113,241,149
Bonds owned	1,730,368,149
Stocks	433,238,605
Premiums in course of collection	251,285,768
Accrued interest and other assets	<u>312,730,603</u>
 Total Assets	 <u><u>\$ 2,840,864,274</u></u>

Liabilities

Reserve for losses and adjustment expenses	\$ 1,200,735,312
Reserve for unearned premiums	307,521,736
Ceded reinsurance premiums payable	105,942,093
Amounts withheld or retained by company for account of others	188,907,409
Reserve for taxes, expenses and other liabilities	<u>301,130,327</u>
 Total Liabilities	 2,104,236,877

Surplus as regards policyholders 736,627,397

Total Surplus and Liabilities \$ 2,840,864,274

By: 
Senior Vice President, Chief
Financial Officer and Treasurer

Attest: 
Senior Vice President,
General Counsel and Secretary

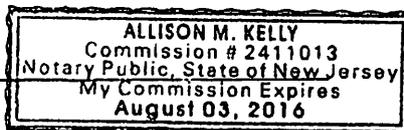
State of New Jersey)
) SS
County of Hudson)

Thomas James Ahern, Senior Vice President, Chief Financial Officer and Treasurer and Patrick Kenneth Nails, Senior Vice President, General Counsel and Secretary being duly sworn, of ARCH INSURANCE COMPANY, Missouri; and that the foregoing is a true and correct statement of financial condition of said company, as of December 31, 2013.

Subscribed and sworn to before me, this 10th day of March, 2014

Notary Public







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



Prohibition Non-Collusion/Conflict of Interest Disclosure Statements

Prohibition 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 way influencing the competitive arena.

Conflict of Interest Disclosure

Felix Associates of Florida, Inc., its employees, officers or agents of the firm, do not have any conflict of interest, real or apparent, associated with this project.

BY: PRINT NAME Vincent L. Amato TITLE President

SIGN *V Amato*

State of Florida

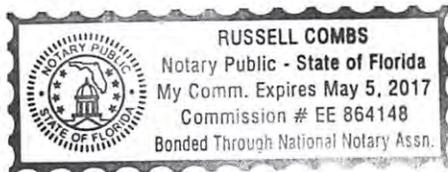
County of Martin

The forgoing instrument was acknowledged before me this 16TH day of JUNE 2015, by

VINCENT. He/She is personally known to me or has produced
_____ as identification and did (did not) take an oath.

[Signature]
Notary Public

5/5/17
My Commission Expires





Tab 7: Optional Information



Tab 8: Addenda

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

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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”



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/17/2015

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

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

PRODUCER Brown & Brown of New York Inc. 800 Westchester Avenue, N-311 Rye Brook, NY 10573	CONTACT NAME: PHONE (A/C, No, Ext): (914) 337-1833 FAX (A/C, No): (914) 337-1596 E-MAIL ADDRESS: info@bbinsny.com														
INSURED Felix Associates of Florida, Inc 8526 SW Kansas Avenue Stuart, FL 34997	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Starr Indemnity & Liability Company</td> <td style="text-align: center;">38318</td> </tr> <tr> <td>INSURER B : Federal Insurance Company (Chubb)</td> <td style="text-align: center;">20281</td> </tr> <tr> <td>INSURER C : AGCS Marine Insurance Co</td> <td style="text-align: center;">22837</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Starr Indemnity & Liability Company	38318	INSURER B : Federal Insurance Company (Chubb)	20281	INSURER C : AGCS Marine Insurance Co	22837	INSURER D :		INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Poli \$1M/2M GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: contractual liability	X		1000090112141	12/31/2014	12/31/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> 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	X		SISIPCA08222914	12/31/2014	12/31/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			1000095067141	12/31/2014	12/31/2015	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A	004 4727451	12/31/2014	12/31/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Installation Floater			MXI 93063785	12/31/2014	12/31/2015	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Project Number: 2015-156, Project Name: Underground Utility Construction Services

The City of Stuart its officers, board members, employees and agents are included as additional insured if required by a written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Stuart
 121 S.W. Flagler Avenue
 Stuart, FL 34994

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

AUTHORIZED REPRESENTATIVE