



MEMORANDUM

To: David Dyess, City Manager
From: Alaina Knofla, Procurement Specialist
Date: September 17, 2019
Subject: Renewal of RFQL #2019-300, Underground Utility Construction Services

The initial year of RFP #2019-300, as stated above, is due to expire on November 3, 2019. This Agreement has a provision for renewals under the original terms, conditions and pricing for two (2) one (1) year renewal periods. This would represent the first year of two possible extensions. There are four consultants Felix Associates of Florida, Inc., Centerline Utilites, Inc., Johnson-Davis, Inc., Sunshine Land Design all consultants have agreed to the renewal. Thereby, the Public Works Division recommends approval of the first year renewal. In accordance with the City of Stuart Code of Ordinances, you have authority to award solicitations that are valued at less than \$50,000.00, where the funds for the project have been appropriated by the City Commission through the annual budgeting process and where the vendor was selected in accordance with the City Procurement Ordinance.

Please review the attached documentation and indicate by signature below your determination of agreement renewal. This renewal is effective for the period November 13, 2019 through November 12, 2020. Should you have any questions or if I might be of further assistance please call me at ext. 5320 or contact me by email at purchasing@ci.stuart.fl.us.

- Renewal of RFQL# 2019-300, Underground Utility Construction Services.
- Recommend this RFQL not be renewed, and the service be re-bid immediately.


David Dyess, City Manager

9-17-19
Date



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 109-2018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF RFQ 2019-300, UNDERGROUND UTILITY CONSTRUCTION SERVICES TO TOP FOUR RANKED FIRMS, FELIX ASSOCIATES OF FLORIDA, INC. OF STUART, FLORIDA, JOHNSON-DAVIS INC. OF LANTANA, FLORIDA, CENTERLINE UTILITIES, INC. OF PALM CITY AND SUNSHINE LAND DESIGN OF STUART, 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 2019-300, Underground Utility Construction Services to the four top ranked qualifiers, with authorization to execute final agreements with Felix Associates of Florida, Inc. of Stuart, Florida, Johnson-Davis Inc. of Lantana, Florida, Centerline Utilities, Inc. of Palm City, Florida and Sunshine Land Design of Stuart, Florida, subsequent to review and approval by City Attorney.

SECTION 2: This resolution shall take effect upon adoption.

Resolution No. 109-2018

Approve Award of RFQ #2019-300, Underground Utility Construction Services

Commissioner MATHESON 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:

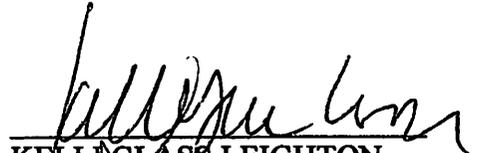
KELLI GLASS LEIGHTON, MAYOR
BECKY BRUNER, VICE MAYOR
EULA R. CLARKE, COMMISSIONER
MERRITT MATHESON, COMMISSIONER
MIKE MEIER, COMMISSIONER

YES	NO	ABSENT	ABSTAIN
Y			
Y			
Y			
Y			
Y			

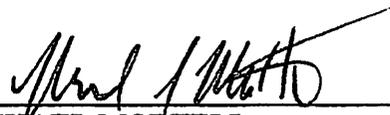
ADOPTED this 13th day of November, 2018.

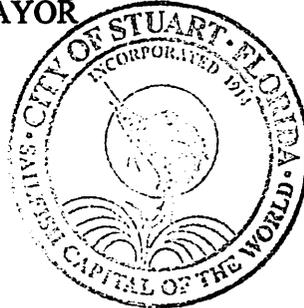
ATTEST:


MARY R. KINDEL
CITY CLERK


KELLI GLASS LEIGHTON
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


MICHAEL MORTELL
CITY ATTORNEY





**MASTER AGREEMENT FOR SERVICES BETWEEN CITY OF STUART AND
CONTRACTOR FOR REQUEST FOR QUALIFICATION #2019-300
UNDERGROUND UTILITY SERVICES**

CONTRACTOR: SUNSHINE LAND DESIGN
3291 S.E. LIONEL TERRACE
STUART, FLORIDA 34997

AGREEMENT FOR SERVICES

THIS AGREEMENT, hereinafter "Contract," made and entered into the 13th day of November, 2018 by and between SUNSHINE LAND DESIGN., 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 Contractor for provision of Underground Utility Construction Services by the Contractor and the payment 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 as hereinafter provided. 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. Extension of the contract for additional thirty (30) day periods, not to exceed 6 months, for the convenience of either party shall be permissible at the mutual consent of both parties.

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 only when a written request is received a minimum of ninety (90) days prior to the renewal date. It is also expected that de-escalation of prices will be extended to the City if the market so reflects.

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 Bid 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 to this Agreement.

2.2 Invoices

Contractor shall submit invoices to the City for work accomplished and accepted by the City under this Contract. Each invoice shall be detailed and include, but not be limited to, a legible copy of the estimate approved by the City Representative, and the date work was completed and accepted by the City.

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, unless Contractor accepts the Visa Pcard.

If Contractor acknowledges acceptance of purchasing VISA card, all payments for services rendered shall be compensated within 10 days of invoice approval by the City. City shall not pay any service charges or fees for Pcard transactions.

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 thirty (30) 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 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 days following the completion of work, which shall be stated in such notice.

9.4 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.

9.5 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 C**” 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 C**” 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

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor’s duty to provide public records relating to this contract, contact the office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at 772-288-5306 or PublicRecordsRequest@ci.stuart.fl.us, City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, Fl. 34994 per F.S. 119.12.

Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action with F.S. 119.0701 the Contractor shall:

Keep and maintain public records required by the public agency to perform the service.

Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. [119.10](#).

If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

- The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
- At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

A notice complies with subparagraph above, if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

Section 16. Scrutinized Companies List

Pursuant to Sections 287.135, 215.4725, and 215.473, of the Florida Statutes which prohibits agencies from contracting with any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, participation in the Boycott of Israel, the Scrutinized Companies with Activities in the Iran Petroleum Energy List, and is not engaged in business operations in Cuba or Syria are prohibited from contracting for goods or services in any amount at the time of submitting to this ITB through the term of this contract, including renewals or extensions.

By signature of this agreement, Contractor certifies and attests that firm is not on any list, engaged in any business operations, or participates in activities as specified in this section. If firm is found negligent, contract shall be terminated; and submission of a false certification may subject firm to civil penalties, attorney's fees, and/or costs.

Section 17. 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**” - "Insurance and Indemnification"

“**Exhibit D**” - "Evidence of Bond ability, and/or a Letter of Credit from Surety”

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



MARY R. KINDEL
CITY CLERK



KELLI GLASS LEIGHTON
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

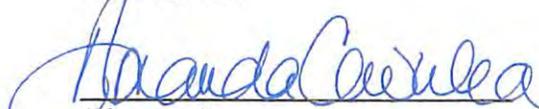


MICHAEL MORTELL
CITY ATTORNEY



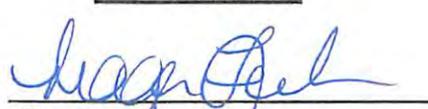
WITNESSES:

CONTRACTOR



(Signature)


(Signature)



(Signature)
Margaret Fenton

Printed Name
Vice President

Title



3291 S. E. Lionel Terrace, Stuart, Florida

September 26, 2018

City of Stuart
Procurement & Contracting Services Division
City of Stuart Annex
121 SW Flagler Avenue
Stuart, FL 34994

COPY

RE: RFQ# 2019-300 Request for Qualifications Underground Utility Construction Services

Dear Ladies and Gentlemen,

I am pleased to present this letter of interest, references and relevant company experience on behalf of **SUNSHINE LAND DESIGN, INC.** regarding your future project pertaining to Underground Utility Construction Services. The general scope for this contract is for the contractor to provide underground utility construction services for multiple low-pressure sewer system projects throughout the City of Stuart. Project services include furnishing labor, equipment, material, but not to be limited to the items listed on Page #8 and #9 sections A through F.

I look forward to continuing our relationship with the City and City staff. We appreciate this opportunity to submit our credentials and look forward to bidding your future projects. Please do not hesitate to contact me at 772-283-2648 or mfenton@sunshinelanddesign.com

Respectfully submitted,
SUNSHINE LAND DESIGN, INC.

Margaret (Magen) Fenton
Vice President

Enclosures: TAB 1 ~ Company Qualifications
 TAB 2 ~ Project Experience and References
 TAB 3 ~ Equipment List
 TAB 4 ~ Insurance and Bonding
 TAB 5 ~ Financial Capacity
 TAB 6 ~ Submittal forms & Other Requested Information
 TAB 7 ~ Prohibition Non-Collusion/Conflict of Interest Disclosure Statements:
 TAB 8 ~ Optional information
 TAB 9 ~ Addenda if any



SUNSHINE LAND DESIGN

3291 S. E. Lionel Terrace, Stuart, Florida

TAB 1: COMPANY QUALIFICATIONS

Established by Timothy and Frankie Taylor, **SUNSHINE LAND DESIGN, INC.** has been serving local communities and municipalities along the Treasure Coast since 1984. Originally started as a landscape and irrigation contractor, in the 1990's **SUNSHINE** expanded services to include land clearing, site work, and underground utility work to fill a need presented by clientele. The owners obtained experienced and goal-oriented individuals for management positions, and well trained & qualified crews for the new departments. **SUNSHINE LAND DESIGN, INC.** has always taken pride in the longevity and achievement of its employees. Most of the management team has been with the company for over seventeen years, and a large number of the labor force has been with the company for over seven years.

Presently, **SUNSHINE** employs over one hundred skilled and trained workers, and offers a diverse range of services. We are committed to excellent workmanship; gained through our employee training program which focuses on quality service, efficiency, safety, and teamwork. **SUNSHINE LAND DESIGN, INC.** proposes to perform all work for this project with its own forces.

Corporate Office: 3291 SE Lionel Terrace, Stuart, FL 34997
Our office has always been located in Martin County; we have been at our current location for 13 years.

Corporate Structure

Timothy R. Taylor, President	48% ownership
Frankie Taylor, Vice President/Secretary	51% ownership
Margaret Fenton, Vice President	01% ownership

Date of Incorporation: July 8 1985

State of Incorporation: Florida

State Licensure:

Certified General Contractor	CGC1518885 / CGC1519137
Underground Utility & Excavation	CUC1223792
Fire Protection Contractor V	FPC13-000016

Professional Affiliation: Treasure Coast Builders Association
Stuart/Martin Co Chamber of Commerce

Resumes Enclosed:

Timothy R. Taylor, President

Margaret Fenton, Vice President

Mike Dexter, Project Manager

Larry Kosakowski – Resource Manager

Ryan Fenton – Project Supervisor

Please see attached Organizational Chart and Assignee

Please see attached Safety Program/Policy of Sunshine Land Design, Inc.

Building A Better Tomorrow.



MARTIN · ST. LUCIE · INDIAN RIVER

This is to certify that
Magen Fenton

Sunshine Land Design Inc

is hereby accepted as a member of the

Treasure Coast Builders Association

05/31/2019

expires

James Brann
President

Maddie Williams
Executive Director

Affiliated With



National Association
of Home Builders

State of Florida

Department of State

I certify from the records of this office that SUNSHINE LAND DESIGN, INC. is a corporation organized under the laws of the State of Florida, filed on July 1, 1985.

The document number of this corporation is H64658.

I further certify that said corporation has paid all fees due this office through December 31, 2018, that its most recent annual report/uniform business report was filed on January 18, 2018, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eighteenth day of January,
2018*



Ken DeFina
Secretary of State

Tracking Number: CC5933719048

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Timothy R Taylor, President

Home: 5228 SW Anhinga Ave ♦ Palm City, FL 34990 ♦ (772) 283-1897 ♦
Work: 3291 SE Lionel Terrace ♦ Stuart, FL 34990 ♦ (772) 260-2387 ♦ ttaylor@sunshinelanddesign.com

Profile

Timothy Taylor co-founded and has co-owned and operated Sunshine Land Design, Inc. since 1984. Based in Stuart, FL, he has strived to build Sunshine Land Design into the reputable and successful company it is today. His involvement along the Treasure Coast with various municipalities and local communities is very extensive and held in high regard.

Skills Summary

- ♦ Project Management
- ♦ Professional Presentations
- ♦ Estimating
- ♦ Scheduling
- ♦ Computer Skills
- ♦ Marketing & Sales
- ♦ Problem-Solving Skills
- ♦ Industry Knowledge & Experience

Principal Duties as President of Sunshine Land Design, Inc

- ♦ Provide leadership to plan, organize, direct, coordinate, and control business operation to meet continuing growth and profit objectives of Sunshine Land Design.
- ♦ Serves as Sales Manager of Sunshine Land Design.
- ♦ Responsible for appointing and monitoring the performance of all reporting subordinates.
- ♦ Ensure that customer service and quality of work and products meets or exceeds customer's expectations.
- ♦ Responsible for all Risk Management activities of the company.
- ♦ Responsible for ensuring that all business activities are being conducted in a safe manner.
- ♦ Review various products, services, options, and ventures to increase the company's business volume and profit.
- ♦ Work on establishing and approving new business development and pricing strategies.
- ♦ Keep the employees of the company functioning as a team and keeps the morale high.
- ♦ Plans, coordinates, and controls all estimating activities; serves as Chief Estimator.
- ♦ Controls operating and labor costs through accurate job costing and job estimates ensuring that the pricing structure, for all services and materials, is competitive.
- ♦ Ensures the efficient and smooth coordination of all operational areas of the company.
- ♦ Responsible for the negotiating, hiring, and firing of all subcontractors and company personnel.
- ♦ Ensures that all government and company requirements relating to safety, health, and environment are strictly adhered
- ♦ Ensures the relationships the company has with existing and potential new customers are maintained by handling any concerns or issues arising, and resolving those concerns and complaints.

Professional Licenses and Certification

- ♦ General Contractor – State of Florida – CGC1519137
- ♦ Florida Department of Environmental Protection: Qualified Stormwater Erosion & Sedimentation Control Inspector #19521
- ♦ Irrigation Contractor – Martin County / Palm Beach County / St Lucie County / Indian River County / City of Fort Pierce / City of Port St Lucie
- ♦ Underground Utilities – Martin County / Palm Beach County / St Lucie County
- ♦ Landscape Contractor – Martin County / Palm Beach County
- ♦ Paver Contractor – Martin County / City of Stuart
- ♦ Pervious Concrete Technician – PCC021037
- ♦ Concrete Flatwork Technician - 1168758



Mike Dexter, Construction Project Manager

3291 SE Lionel Terrace ♦ Stuart, FL 34997 ♦ (772) 260-9277 ♦ mdexter@sunshinelanddesign.com

Profile

With over twenty years experience in underground utility and site work, Mike Dexter has broad understanding of the installation and management aspects of the larger projects at Sunshine Land Design, Inc. His knowledge is enhanced by his strong familiarity of municipal work, as gained through managing several city and county projects and his personal on-the-job experience. Mike has demonstrated to be a key management supervisor within the company.

Skills Summary

- ♦ Project Management
- ♦ Professional Presentations
- ♦ Estimating
- ♦ Scheduling
- ♦ Computer Skills
- ♦ Marketing & Sales
- ♦ Safety Management/Training
- ♦ Heavy Equipment Operation/Training

Responsibilities as Project Manager of Sunshine Land Design, Inc

- To review project with the project estimator. To review the project file to become familiar with vendors and subcontractors. Confirm location.
- To review goals with assigned supervisors and train them on proper recording of time sheets.
- Monitoring the cost and man hour goals for the project to assure the profitable operation of the project and delivering the project within or better than budget.
- Assuring the accurate and timely completion of all change orders and administrative responsibilities.
- Assuring accurate reporting of time, materials and description of work completed.
- Assuring the highest standards of quality in the work performed.
- Assuring the ongoing job training of all field personnel.
- To schedule the work crews and delivery times for materials.
- Assuring the enforcement of all company policies and procedures and to recommend guidelines, policies and procedures to the President.
- Assuring compliance with all Federal, State, and Local safety laws, ordinances, and policies. To assure MSDS sheets are delivered to the safety director on all materials.
- Assuring the maintenance of equipment and report to the Shop any needed repairs.
- Assuring the satisfaction of each customer.

Principal Duties as Project Manager of Sunshine Land Design, Inc

- Direct the activities of all on the job site personnel
- Coordinate material and manpower needs.
- Receive all materials and equipment, assuring that materials ordered are materials received (check against packing slip) and securing the materials and equipment.
- Maintain a work schedule for the job site
- Complete all change orders.
- Order job site supplies, tools, and equipment as needed.
- Ensure contracts are signed.
- Train and motivate field employees.
- Meet with prospective customers, general contractors, and/or construction managers.

Professional Licenses and Certification

- ♦ FDEP Certified Stormwater Erosion and Sedimentation Control Inspector #24718
- ♦ Surveyor Certification
- ♦ Water Distribution and Stormwater, FWPCOA – Class C License
- ♦ Employee Management Certification
- ♦ Business Management Certification
- ♦ American Traffic Safety Services Association: FL Advanced Work Zone Traffic Control Certification
- ♦ Institute for Cross-Connection Control: Backflow Prevention Assembly Tester Certification H02943
- ♦ Wolseley Industrial Group, Industrial Plastic's Division's Polyethylene Joining and Equipment Operations Class 2012, v3.0 – Small Diameter Manual Fusion and Medium Diameter Hydraulic Fusion

Personal Employment Experience Profile

- ♦ Pete-Tree Directional Drilling, Job Foreman
(Directional Drilling Operator Experience – 8000+ hours) Fort Pierce, FL
- ♦ Erskine Florida Properties, Job Foreman West Palm Beach, FL
- ♦ City of Stuart, Public Works Inspector Stuart, FL



SUNSHINE
LAND DESIGN
Project Experience Profile
(Most Recent Projects Only)

- ◆ **Stuart Watermain Distribution Upgrades**
Contract: \$5,336,579.86
Scope : Watermain Upgrade
Owner City of Stuart
Tim Voelker
Year Complete 2017
- ◆ **Willoughby Blvd Resurfacing**
Contract: \$1,394,623.11
Scope: Resurfacing of of 3.2 miles
Owner: Martin County
Ken Vreeland – 772-260-1971
Year Completed: 2014
- ◆ **MacArthur Blvd Resurfacing**
Contract: \$152,835.00
Scope: Resurfacing project
Owner: Martin County
Ken Vreeland – 772-260-1971
Year Completed: 2014
- ◆ **10th Avenue North Sanitary Sewer Ph.2**
Contract: \$272,508.84
Scope: Undergroun Utilities / Roadwork
Owner: City of Greenacres
Terry Siegall – 561-642-2058
Year Completed: 2012
- ◆ **Lake Worth Beach Redevelopment**
Contract: \$1,821,391.00
Scope: Earthwork / Roadwork / Concrete / Pavers
Construction Manager: The Morganti Group
Matthew Marks – 561-689-0200
Year Completed: 2013
- ◆ **Galleon on the River**
Contract: \$80,903.71
Scope: Sitework /Sidewalk Construction / Erosion Control
Owner: Martin County
Jim Lambert – 772-288-5927
Year Completed: 2013
- ◆ **Treasure Coast Square Mall Sewer Rehab.**
Contract: \$153,452.50
Scope: Sewer Line Remediation
Owner: Treasure Coast Square Mall
Bob Hardy – 772-692-9401
Year Completed: 2013
- ◆ **Dell Street Sidewalk**
Contract: \$80,523.67
Scope: Concrete / Roadwork
Owner: Martin County
Ken Vreeland – 772-260-1971
Year Completed: 2012
- ◆ **Airport Road & Utilities**
Contract: \$1,653,535.40
Scope: Underground Utilities / Roadwork
Owner: Martin County
Paul Bangs – 772-463-2848
Year Completed: 2012
- ◆ **Pedestrian Crosswalk Improvements**
Contract: \$959,175.78
Scope: Roadwork / Concrete / Asphalt / Utilities
Owner: Martin County
Krysti Brotherton – 772-288-5777
Year Completed: 2012
- ◆ **Harbour Ridge Culvert Rehabilitation**
Contract: \$113,940.25
Scope: Culvert Rehabilitation & Sliplining
Owner: Harbour Ridge POA
Russell Reed – 772-873-6048
Year Completed: 2012
- ◆ **Sebastian River High School-Freshman Learning Ctr**
Contract: \$294,638.00
Scope: Earthwork / Underground Utilities / Landscape
Construction Manager: Proctor Construction Co
Mike Sturgis – 772-345-9966
Year Completed: 2012
- ◆ **Harbour Ridge Lake Restoration**
Contract: \$109,572.25
Scope: Lake Restoration
Owner: Harbour Ridge POA
Russell Reed – 772-873-6048
Year Completed: 2012
- ◆ **Vero Beach Elementary School**
Contract: \$164,294.18
Scope: Sitework/ Underground Utilities / Concrete
Construction Manager: Proctor Construction Co
Mike Sturgis – 772-345-9966
Year Completed: 2012
- ◆ **Culpepper Ranch Hydrologic Restoration**
Contract: \$198,810.60
Scope: Hydrologic Restoration
Owner: Martin County
Mike Yustin – 772-220-7114
Year Completed: 2011



◆ Woodlawn Park Improvements
Contract: \$893,477.00
Scope: Underground Utilities / Roadwork / Concrete

Owner: City of Stuart
Sam Amerson – 772-288-2927
Year Completed: 2011



Larry Kosakowski,

Project Manager/Resource Coordinator

3291 SE Lionel Terrace ♦ Stuart, FL 34997 ♦ (772) 260-2397 ♦ larrykoz@sunshinelanddesign.com

Profile

Larry has been with Sunshine Land Design from the beginning, over thirty years. He is a proven asset to the company with his leadership skills and professional conduct. He ensures his projects are completed to the utmost satisfaction of the customer.

Skills Summary

- ♦ Project Management
- ♦ In-house Resource Coordination
- ♦ Safety Management
- ♦ Safety Training
- ♦ Equipment and Trucking Scheduling
- ♦ Marketing / Sales
- ♦ Estimating

Responsibilities as Project Manager of Sunshine Land Design, Inc.

- To review project with the project estimator. To review the project file to become familiar with vendors and subcontractors. Confirm location.
- To review goals with assigned supervisors and train them on proper recording of time sheets.
- Monitoring the cost and man hour goals for the project to assure the profitable operation of the project and delivering the project within or better than budget.
- Assuring the accurate and timely completion of all change orders and administrative responsibilities.
- Assuring accurate reporting of time, materials and description of work completed.
- Assuring the highest standards of quality in the work performed.
- Assuring the ongoing job training of all field personnel.
- To schedule the work crews and delivery times for materials.
- Assuring the enforcement of all company policies and procedures and to recommend guidelines, policies and procedures to the President.
- Assuring compliance with all Federal, State, and Local safety laws, ordinances, and policies. To assure MSDS sheets are delivered to the safety director on all materials.
- Assuring the maintenance of equipment and report to the Shop any needed repairs.
- Assuring the satisfaction of each customer.

Principal Duties as Project Manager of Sunshine Land Design, Inc.

- Direct the activities of all on the job site personnel
- Coordinate material and manpower needs.
- Receive all materials and equipment, assuring that materials ordered are materials received (check against packing slip) and securing the materials and equipment.
- Maintain a work schedule for the job site
- Complete all change orders.
- Order job site supplies, tools, and equipment as needed.
- Ensure contracts are signed.
- Train and motivate field employees.
- Meet with prospective customers, general contractors, and/or construction managers.
- Schedule and coordinates all trucking and equipment for all jobs to include Emergency Debris Hauling

Professional Licenses and Certification

- ♦ FDEP Certified Stormwater Erosion and Sedimentation Control Inspector
- ♦ OSHA 10-hour training certification
- ♦ Irrigation Systems Design & Installation

Personal Education/Experience Profile

- ♦ United States Navy
- ♦ Indian River State College

Project Experience Profile (recent jobs only)

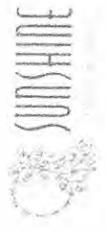
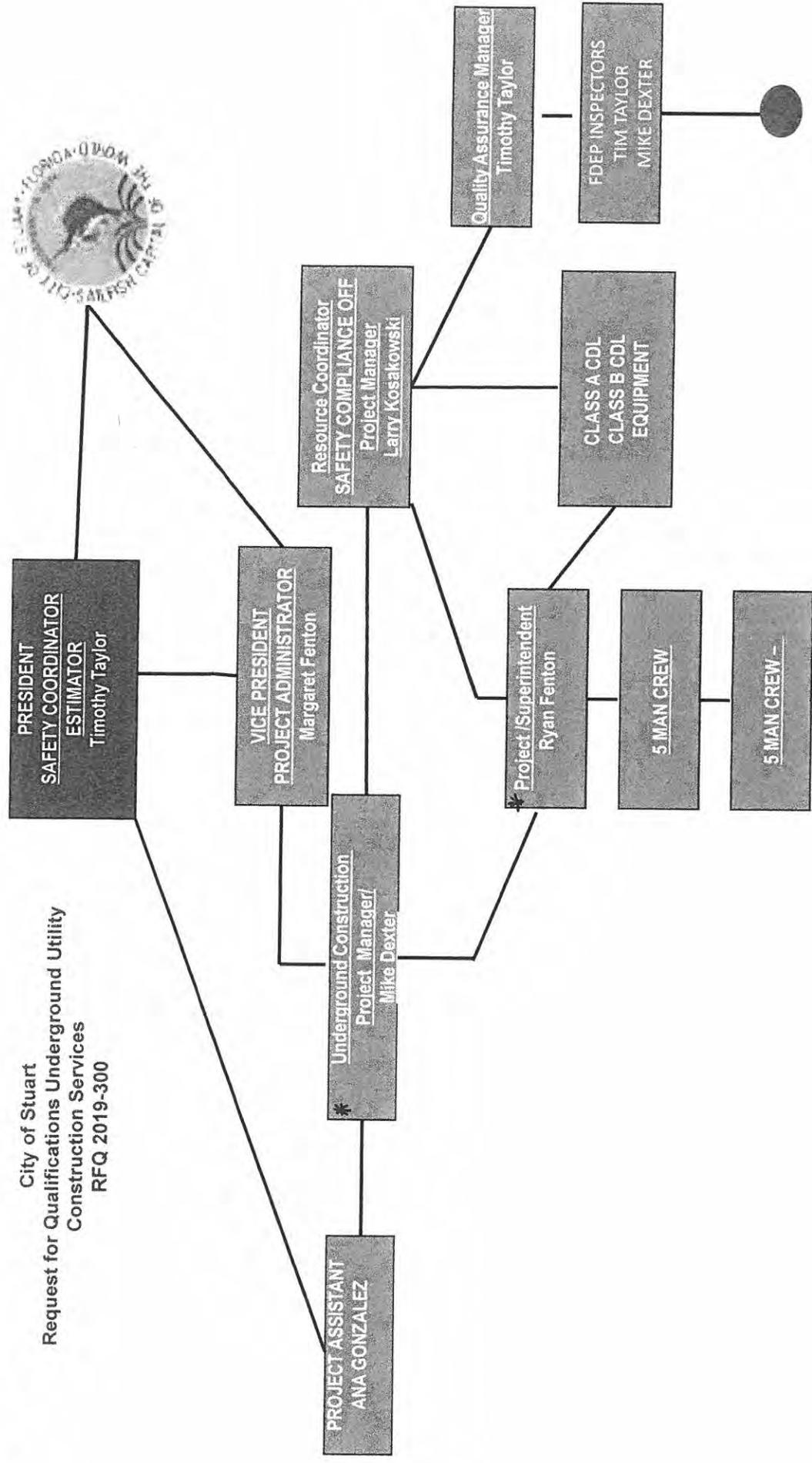
- ♦ Town of Jupiter – multiple projects (sidewalk and sitework)
- ♦ City of Fort Pierce – Jetty Inlet Park
- ♦ Seacoast National Bank – multiple projects (parking area sitework and landscape, and misc concrete)
- ♦ Martin County – Halpatiokee Park (athletic field renovations and aquatic habitat rehab, and hydroseeding projects)

Project Experience Profile – Pipe Fusion &/or Directional Boring Only

- ◆ The Estuary
Contract: \$47,000.00
Scope: Installation of HDPE polypipe & slipline of existing 15" CMP pipe
Property Mgt Co: Soundview Management
Chris Diaz 772-812-4466
Year Completed: 2013
- ◆ Green Turtle Cove Drainage Imp
Contract: \$27,000.00
Scope: Slipline and Fusion of pipe during drainage repairs & improvements
Owner: Green Turtle Cove
Fred Rosati 772-225-6555
Year Completed: 2013
- ◆ 69th Street Slipline
Contract: \$ 9,000.00
Scope: Slipline failing 24" storm drain
Owner: Martin County
Ken Vreeland 772-260-1971
Year Completed: 2013
- ◆ Egret Lane Slipline
Contract: \$11,000.00
Scope: Slipline 15" storm drain
Owner: Martin County
James Gorton 772-219-4905
Year Completed: 2013
- ◆ Airport Road & Utilities
Contract: \$1,653,535.40
Scope: directional boring during overall work of Underground Utilities / Roadwork
Owner: Martin County
Paul Bangs – 772-463-2848
Year Completed: 2012
- ◆ Harbour Ridge Culvert Rehabilitation
Contract: \$113,940.25
Scope: Culvert Rehabilitation & Sliplining
Owner: Harbour Ridge POA
Russell Reed – 772-873-6048
Year Completed: 2012
- ◆ Leilani Heights Stormwater Quality Retrofit
Contract: \$1,394,623.11
Directional Boring and Pipe Fusion
Owner: Martin County
Scott Webber 772-288-5472
Year Completed: 2011
- ◆ Crystal Lake Elementary School
Contract: \$212,718.23
Scope: HVAC Trench/Backfill, Road, Sidewalk Curbing, Stabilized Fire lane, and Fire Line
CM: Pirtle Construction Company
Brent Martin 954-797-0410
Year Completed: 2011
- ◆ Vero Beach Elementary School
Contract: \$165,000.00
Scope: Sitework/Underground Utilities
Subcontractor: Directional Bore & Install of 8" HDPE
CM: Proctor Construction Company
Todd Krajewski 772-234-8164
Year Completed: 2012
- ◆ Sexton Plaza Improvements
Contract: \$469,835.00
Scope: Plaza and parking lot improvements
Owner: City of Vero Beach
Chales Gouge 772-978-0614
Year Completed: 2008
- ◆ Savannah Road Roundabout & Pedestrian Bridge
Contract: \$1,772,000.00
Scope: Roadway / Signage & Pavement / Pedestrian Bridges / Roundabout
Subcontractor: Directional Boring
Owner: Martin County
Dave Paoleschi 772-288-5927
Year Completed: 2007

ASSIGNED OUTSOURCERS

City of Stuart
Request for Qualifications Underground Utility
Construction Services
RFQ 2019-300



Sunshine Land Design, Inc.

Main Office: 3291 SE Lionel Terrace • Stuart, FL 34997

Phone (772) 283-2648 • Fax (772) 283-8944

www.SunshineLandDesign.com

SAFETY AND HEALTH PROGRAM

POLICY DIRECTIVE

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SECTION I.

MANAGEMENT COMMITMENT AND INVOLVEMENT POLICY STATEMENT

The management of this organization is committed to providing employees with a safe and healthful workplace. It is the policy of this organization that employees report unsafe conditions and do not perform work tasks if the work is considered unsafe. Employees must report all accidents, injuries, and unsafe conditions to their supervisors. No such report will result in retaliation, penalty, or other disincentive.

Employee recommendations to improve safety and health conditions will be given thorough consideration by our management team. Management will give top priority to and provide the financial resources for the correction of unsafe conditions. Similarly, management will take disciplinary action against an employee who willfully or repeatedly violates workplace safety rules. This action may include verbal or written reprimands and may ultimately result in termination of employment.

The primary responsibility for the coordination, implementation, and maintenance of our workplace safety program has been assigned to:

Name: Timothy R Taylor
Title: Safety Coordinator/CEO
Telephone: 772-283-2648

Senior management will be actively involved with employees in establishing and maintaining an effective safety program. Our safety program coordinator, myself, or other members of our management team will participate with you or your department's employee representative in ongoing safety and health program activities, which include:

- Promoting safety committee participation;
- Providing safety and health education and training; and
- Reviewing and updating workplace safety rules

This policy statement serves to express management's commitment to and involvement in providing our employees a safe and healthful workplace. This workplace safety program will be incorporated as the standard of practice for this organization. Compliance with the safety rules will be required of all employees as a condition of employment.

Timothy R. Taylor, President

SECTION II

SAFETY COMMITTEE

Safety Committee Organization

A safety committee has been established to recommend improvements to our workplace safety program and to identify corrective measures needed to eliminate or control recognized safety and health hazards. The safety committee consists of the following supervisory and non-supervisory members of our organization:

Timothy Taylor	Chief Safety Coordinator/President
Larry Kosakowski	Management Employee Member
Judy Robinson	Management Employee Member
Mike Dexter	Management Employee Member
Magen Fenton	Management Employee Member
Amanda Cavalea	Employee Member

Responsibilities

The safety committee shall determine the schedule for evaluating the effectiveness of control measures used to protect employees from safety and health hazards in the workplace.

The safety committee will be responsible for assisting management in reviewing and updating workplace safety rules based on accident investigation findings, any inspection findings, and employee reports of unsafe conditions or work practices; and accepting and addressing anonymous complaints and suggestions from employees.

The safety committee will be responsible for assisting management in updating the workplace safety program by evaluating employee injury and accident records, identifying trends and patterns, and formulating corrective measures to prevent recurrence.

The safety committee will be responsible for assisting management in evaluating employee accident and illness prevention programs, and promoting safety and health awareness and co-worker participation through continuous improvements to the workplace safety program.

Safety committee members will participate in safety training and be responsible for assisting management in monitoring workplace safety education and training to ensure that it is in place, that it is effective, and that it is documented.

Meetings

Safety committee meetings are held quarterly and more often if needed. The Safety program coordinator will post the minutes of each meeting (see Page 5) within one week after each meeting.

SAFETY COMMITTEE MINUTES

Date of Committee Meeting:

Time :

Prepared By: _____

Location: Conference Room

Members in Attendance:

Previous Action Items:

Supervisors going over safety topics with crew before commencement of work on a weekly basis.

Review of Accidents since Previous Meeting:

Recommendations for Prevention: _____

Recommendations from Anonymous Employees: _____

Suggestions from Employees: _____

Recommended Updates to Safety Program: _____

Recommendations from Accident Investigation Reports: _____

Safety Training Recommendations: _____

Safety Policy/Program

Comments:

SECTION III

SAFETY AND HEALTH TRAINING

Safety and Health Orientation

Workplace safety and health orientation begins on the first day of initial employment or job transfer. Each employee has access to a copy of this safety manual, though his or her supervisor, for review and future reference, and will be given a personal copy of the safety rules, policies, and procedures pertaining to his or her job. Supervisors will ask questions of employees and answer employees' questions to ensure knowledge and understanding of safety rules, policies, and job-specific procedures described in our workplace safety program manual. All employees will be instructed by their supervisors that compliance with the safety rules described in the workplace safety manual is required.

Job-Specific Training

- Supervisors will initially train employees on how to perform assigned job tasks safely.
- Supervisors will carefully review with each employee the specific safety rules, policies, and procedures that are applicable and that are described in the workplace safety manual.
- Supervisors will give employees verbal instructions and specific directions on how to do the work safely.
- Supervisors will observe employees performing the work. If necessary, the supervisor will provide a demonstration using safe work practices, or remedial instruction to correct training deficiencies before and employee is permitted to do the work without supervision.
- All employees will receive safe operating instructions on seldom-used or new equipment before using the equipment.
- Supervisors will review safe work practices with employees before permitting the performance of new, non-routine, or specialized procedures.

Periodic Retraining of Employees

All employees will be retrained periodically on safety rules, policies, and procedures, and when changes are made to the workplace safety manual.

Individual employees will be retrained after the occurrence of a work-related injury caused by an unsafe act or work practice, and when a supervisor observes employees displaying unsafe acts, practices, or behaviors.

SECTION IV

FIRST AID PROCEDURES

EMERGENCY PHONE NUMBERS

Safety Coordinator	772-260-2387 or 772-283-2648 (office)
First Aid	772-283-2648 (office) or Jobsite's Project Manager
Ambulance	911
Poison Control	911
Fire Department	911
Medical Clinic	772-283-2648
Clinic Address:	Helix, located across from Publix shopping center, and next to Walgreens, at NE Corner of Salerno Road & Kanner Hwy

Minor First Aid Treatment

There is a first aid kit located in each company vehicle. If you sustain an injury or are involved in an accident requiring minor first aid treatment:

- Inform your supervisor.
- Administer first aid treatment to the injury or wound
- If a first aid kit is used, indicate usage on the accident investigation report.
- Access to a first aid kit is not intended to be a substitute for medical attention.
- Provide details for the completion of the accident investigation report.

Non-Emergency Medical Treatment

For non-emergency work-related injuries requiring professional medical assistance, management must first authorize treatment. If you sustain an injury requiring treatment other than first aid:

- Inform your supervisor
- Proceed to the posted medical facility. Your supervisor will assist with transportation, if necessary.
- Provide details for the completion of the accident investigation report.

Emergency Medical Treatment

- If a telephone is available, call 911 or transport the accident victim to the nearest medical facility.
- Call for help and seek assistance from a co-worker.
- Provide details for the completion of the accident investigation report.

First-Aid Training

Each employee will receive training and instructions from his or her supervisor on our first aid procedures.

FIRST AID INSTRUCTIONS

In all cases requiring emergency medical treatment, immediately call, or have a co-worker call, to request emergency medical assistance.

WOUNDS:

Minor: Cuts, lacerations, abrasions, or punctures

- Wash the wound using soap and water; rinse it well.
- Cover the wound using clean dressing.

Major: Large, deep and bleeding

- Stop the bleeding by pressing directly on the wound, using a bandage or cloth.
- Keep pressure on the wound until medical help arrives.

BROKEN BONES:

- Do not move the victim unless it is absolutely necessary.
- If the victim must be moved, "splint" the injured area. Use a board, cardboard, or rolled newspaper as a splint.

BURNS:

Thermal (Heat)

- Rinse the burned area, without scrubbing it, and immerse it in cold water; do not use ice water.
- Blot dry the area and cover it using sterile gauze or a clean cloth.

Chemical

- Flush the exposed area with cool water immediately for 15 to 20 minutes.

EYE INJURY:

Small Particles

- Do not rub your eyes.
- Use the corner of a soft clean cloth to draw particles out, or hold the eyelids open and flush the eyes continuously with water.

Large or stuck particles

- If a particle is stuck in the eye, do not attempt to remove it.
- Cover both eyes with bandage.

Chemical

- Immediately irrigate the eyes and under the eyelids, with water, for 30 minutes.

NECK AND SPINE INJURY:

- If the victim appears to have injured his or her neck or spine, or is unable to move his or her arm or leg, do not attempt to move the victim unless it is absolutely necessary.

HEAT EXHAUSTION:

- Loosen the victim's tight clothing.
- Give the victim "sips" of cool water.
- Make the victim lie down in a cooler place with the feet raised.

SECTION V

ACCIDENT INVESTIGATION

Accident Investigation Procedures

An accident investigation will be performed by the supervisor at the location where the accident occurred. The safety coordinate is responsible for seeing that the accident investigation reports (see Page 10) are being filled out completely, and that the recommendations are being addressed. Supervisors will investigate all accidents, injuries, and occupational diseases using the following investigation procedures:

- Implement temporary control measures to prevent any further injuries to employees.
- Review the equipment, operations, and processes to gain an understanding of the accident situation.
- Identify and interview each witness and any other person who might provide clues to the accident's causes.
- Investigates casual conditions and unsafe acts; make conclusions based on existing facts.
- Complete the accident investigation report.
- Provide recommendations for corrective actions.
- Indicate the need for additional or remedial safety training.

Accident Investigation reports must be submitted to the safety coordinator within 24 hours of the accident.

ACCIDENT INVESTIGATION REPORT

Sunshine Land Design, Inc.
3291 SE Lionel Terrace
Stuart, FL 34997

Report # _____

1. Name of Injured: _____
2. Sex: [] M [] F Age: _____ Date of Accident: _____
3. Time of Accident: _____ am _____ pm Day of Accident: _____
4. Employee's job title: _____
5. Length of experience on job _____ (years) _____ (months)
6. Address of location where accident occurred: _____
7. Job # and Job Name: _____
8. Nature of injury, injury type, and part of body affected: _____

9. Describe the accident and how it occurred: _____

10. Cause of the accident: _____

11. Was personal protective equipment required? []yes []no Was it provided? []yes []no
Was it being used? []yes []no If "no", explain: _____

Was it being used as trained by supervisor or trainer? []yes []no If "no", explain: _____

12. Witness(es): _____

13. Was Safety training provided to the injured? []yes []no If "no", explain: _____

14. Interim corrective actions taken to prevent recurrence: _____

15. Permanent corrective actions recommended to prevent recurrence: _____

16. Date of Report: _____
Prepared by: _____
- Supervisor (Signature) _____ Date: _____
17. Status and follow-up action by safety coordinator: _____

- Safety Coordinator (Signature): _____ Date: _____

INSTRUCTIONS FOR COMPLETING THE ACCIDENT INVESTIGATION REPORT

An accident investigation is not designed to find fault or place blame but is an analysis of the accident to determine causes that can be controlled or eliminated.

(Items 1-7) Identification: This section is self-explanatory.

(Item 8) Nature of Injury: Describe the injury, e.g., strain, sprain, cut, burn, fracture.

Injury Type: First aid – incident resulted in minor injury/treated on premises;

Medical – injury treated off premises by physician;

Lost Time – injured missed more than one day of work;

No Injury – no injury, near-miss type of incident.

Parts of the Body: Part of the body directly affected, e.g. left foot, right arm, right hand, head.

(Item 9) Describe the accident: Describe the accident, including exactly what happened, and where and how it happened. Describe the equipment or materials involved.

(Item 10) Cause of the accident: Describe all conditions or acts which contributed to the accident, i.e.

- Unsafe conditions – spills, grease on the floor, poor housekeeping or other physical conditions.
- Unsafe acts – unsafe work practices such as failure to warn, failure to use required personal protective equipment

(Item 11) Personal Protective Equipment: Self-explanatory

(Item 12) Witness(es): List name(s), address(es), and phone number(s).

(Item 13) Safety training provided: Was any safety training provided to the injured related to the work activity being performed?

(Item 14) Interim corrective action: Measures taken by supervisor to prevent recurrence of incident, i.e., barricading accident area, posting warning signs, shutting down operations.

(Item 15): Self-explanatory.

(Item 16): Self-explanatory.

(Item 17) Follow-up: Once the investigation is complete, the safety coordinator shall review and follow-up the investigation to ensure corrective actions recommended by the safety committee and approved by the employer are taken, and control measures have been implemented.

SECTION VI

RECORDKEEPING PROCEDURES

Recordkeeping Procedures-

The Human Resource Manager will control and maintain all employee accident and injury records. Records are maintained for a minimum of three (3) years and include:

- Accident Investigation Reports, see Page 10;
- Workers' Compensation Notice of Injury -Accident/Illness Report, see pages 13-14
- OSHA LOG 300, 300A, and 301

Incident Information (Continued)

What was the employee doing just before the incident occurred? Be as specific as possible. If employee was using tools, equipment, or materials, name them and specify what the employee was doing with them. (Example: "climbing a ladder while carrying painting materials"; "daily computer entry")

Explain how the incident occurred. List the event(s) that resulted in the injury or illness, what happened, how it happened, and name objects and how they were involved. (Example: "foot slipped on wet ladder rung and employee fell 15 feet"; "employee developed shooting pains in arm over time") Use a separate sheet if necessary.

Describe the injury/illness. Indicate the part of the body that was affected and how it was affected. (Example: "broken leg"; "carpal tunnel syndrome")

Name the object or substance that directly injured the employee. (Example: "Concrete ground") If this question does not apply to the incident, leave it blank.

Witness Information

1. Name _____ Phone (____) _____
 Address _____
 City _____ State _____ Zip _____

2. Name _____ Phone (____) _____
 Address _____
 City _____ State _____ Zip _____

Notification Information and Follow-up

	Yes	No	N/A	Date
Has the Family been contacted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	____/____/____
If yes, name of family member _____				
Has the Personnel Department been contacted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	____/____/____
Has the State Workers' Compensation Agency been contacted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	____/____/____
Has the company's Workers' Compensation carrier been contacted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	____/____/____
Has the cause of the injury/illness been corrected?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	____/____/____

Describe future action to be taken, including preventive measures to ensure that such injury/illness does not occur again.

Completed by: _____	Date: ____/____/____
Approved by: _____	Date: ____/____/____
Supervisor on duty: _____	Date: ____/____/____

SECTION VII.

SAFETY RULES, POLICIES, AND PROCEDURES

The safety rules contained in Section VII have been prepared to protect you in your daily work. Employees are to follow these rules, review them often, and use good common sense in carrying out assigned duties.

To All Personnel: Section VII Rules

All personnel shall follow the rules outlined in this Safety and Health Procedures Manual.

HOUSEKEEPING

- a. Use caution signs or cones to barricade slippery areas.
- b. Do not store or leave items on stairways.
- c. Do not block or obstruct stairwells, exits or accesses to safety and emergency equipment such as fire extinguishers or fire alarms.

LIFTING PROCEDURES

General

1. Test the weight of the load before lifting by pushing the load along its resting surface.
2. If the load is too heavy or bulky, use lifting and carrying aids such as hand trucks, dollies, pallet jacks and carts, or get assistance from a co-worker.
3. Never lift anything if your hands are greasy or wet.
4. Wear protective gloves when lifting objects with sharp corners or jagged edges.

When lifting

1. Face the load.
2. Position your feet 6"-12" apart with one foot slightly in front of the other.
3. Bend at the knees, not at the back.
4. Keep your back straight.
5. Get a firm grip on the object with your hands and fingers. Use handles when present.
6. Hold objects as close to your body as possible.
7. Perform lifting movements smoothly and gradually; do not jerk the load.
8. If you must change direction while lifting or carrying the load, pivot your feet and turn your entire body. Do not twist at the waist.
9. Set down objects in the same manner as you picked them up, except in reverse.
10. Do not lift an object from the floor to a level above your waist in one motion. Set the load down on a table or bench and then adjust your grip before lifting it higher.

LADDERS AND STEP LADDERS

1. Read and follow the manufacturer's instructions label affixed to the ladder if you are unsure how to use the ladder.
2. Do not use ladders that have loose rungs, cracked or split side rails, missing rubber foot pads, or are otherwise visibly damaged.

3. Keep ladder rungs clean and free of grease. Remove buildup of material such as dirt or mud.
4. When performing work from a ladder, face the ladder and do not lean backward or sideways from the ladder.
5. Allow only one person on the ladder at a time.
6. Do not stand on the top two rungs of any ladder.
7. Do not stand on a ladder that wobbles, or that leans to the left or right.
8. Do not try to "walk" a ladder by rocking it. Climb down the ladder, and then move it.

Climbing a Ladder

1. Face the ladder when climbing up or down.
2. Do not carry items in your hands while climbing up or down a ladder.
3. Maintain a three-point contact by keeping both hands and one foot or both feet and one hand on the ladder at all times when climbing up or down.

DRIVING/VEHICLE SAFETY

Fueling Vehicles

1. Turn the vehicle off before fueling.
2. Do not smoke while fueling a vehicle.
3. Wash hands with soap and water if you spill gasoline on your hands.

Driving Rules

1. Shut all doors and fasten your seat belt before moving the vehicle.
2. Obey all traffic patterns and signs at all times.
3. Maintain a three-point contact using both hands and one foot or both feet and one hand when climbing into and out of vehicles.
4. Do not leave keys in an unattended vehicle.

OFFICE PERSONNEL

Office Safety

General

1. Do not place material such as boxes or trash in walkways and passageways.
2. Do not throw matches, cigarettes or other smoking materials into trash baskets.
3. Do not kick objects out of your pathway; pick them up or push them out of the way.
4. Keep floors clear of items such as paper clips, pencils, tacks or staples.
5. Straighten or remove rugs and mats that do not lie flat on the floor.
6. Mop up water around drinking fountains and drink dispensing machines.
7. Do not block your view by carrying large or bulky items; use a dolly or hand truck or get assistance from a fellow employee.
8. Store sharp objects, such as pens, pencils, and letter openers or scissors in drawers or with the points down in a container.
9. Carry pencils, scissors and other sharp objects with the points down.
10. Use a ladder or step stool to retrieve or store items that are located above your head.
11. Do not run on stairs or take more than one step at a time.
12. Keep doors in hallways fully open or fully closed.
13. Use handrails when ascending or descending stairs or ramps.
14. Obey all posted safety and danger signs.

Furniture Use

1. Open one file cabinet drawer at a time.
2. Close drawers and doors immediately after use.
3. Use the handle when closing doors, drawers and files.
4. Put heavy files in the bottom drawers of file cabinets.
5. Do not tilt the chair you are sitting in on its back two legs.
6. Do not stand on furniture to reach high places.

Equipment Use

1. Do not use fans that have excessive vibration, frayed cords or missing guards.
2. Do not place floor type fans in walkways, aisles or doorways.
3. Do not connect multiple electrical devices into a single outlet.
4. Do not use extension or power cords that have the ground prong removed or broken off.
5. Do not use frayed, cut or cracked electrical cords.
6. Use a cord cover or tape the cord down when running electrical or other cords across aisles, between desks or across entrances or exits.
7. Turn the power switch of the local exhaust fans to "On" when operating the blueprint machine.
8. Do not use lighting fluid to clean drafting equipment; use soap and water.

HEAVY EQUIPMENT OPERATORS

Site Safety

1. Do not start work until barricades, barrier logs, fill or other protection have been installed to isolate the work area from local traffic.
2. Do not work outdoors during lightning storms.
3. Drink plenty of clear liquids during your breaks.
4. Take breaks in shaded areas.

Heavy Equipment Safety

General

1. No passengers are permitted on heavy equipment.
2. Keep windows and windshield clean.
3. Do not use heavy equipment if its horn or backup alarm does not sound.
4. Turn off the engine before leaving heavy equipment unattended.
5. Do not jump off of or onto any heavy equipment.
6. Keep heavy equipment in gear when going down grade. Do not use neutral.
7. Display the "Slow Moving Vehicle" sign when operating heavy equipment on roads.
8. Do not operate backhoes, power shovels and other heavy equipment within two (2) feet from the edge of an excavation.

Backhoe/Power Shovel Operations

1. Do not use a bucket or other attachments for a staging or temporary platform for workers.
2. Do not operate backhoe over or across underground utilities that are marked by paint, flagged or staked.
3. Set swing brake of the bucket arm when moving the vehicle to and from the digging site.
4. Stay in the compartment during operation of the backhoe or power shovel. Do not reach in or attempt to operate controls from outside the backhoe or power shovel.

Asphalt Paving

1. Do not smoke or eat while performing asphalt-paving work.
2. Do not mount or dismount paving equipment on the traffic side.
3. Always mount and dismount paver using installed walkways, steps, and handrails.
4. Do not leave loose tools, lunchboxes or other items on operator's platform.

Personal Protective Equipment

1. Wear hard hats, hearing protection and safety goggles while operating heavy equipment.
2. Do not wear hard hats that are dented or cracked.
3. Do not continue to work if your safety glasses become fogged. Stop work and clean the glasses until the lenses are clear and defogged.

General Hand Tool Safety

1. Keep the blade of all cutting tools sharp.
2. Do not use a tool if its handle has splinters, burrs, cracks, and splits or if the head of the tool is loose.
3. Tag worn, damaged or defective tools "Out of Service" and do not use them.
4. Do not use impact tools such as hammers or chisels that have mushroomed heads.
5. When handing a tool to another person, direct sharp points and cutting edges away from yourself and the other person.
6. When using knives, shears or other cutting tools, cut in a direction away from your body.
7. Carry all sharp tools in a sheath or holster.
8. Do not perform "make-shift" repairs to tools.
9. Do not use "cheaters" on load binders or "boomers."
10. Do not carry tools in your hand when climbing. Carry tools in tool belts or hoist the tools to the work area using a hand line.
11. Do not throw tools from one location to another or from one employee to another.

Pneumatic Tools

1. Do not point a charged compressed air hose at bystanders or use it to clean your clothing.
2. Lock and/or tag tools "Out of Service" to prevent usage of the tool.
3. Do not use tools that have handles with burrs or cracks.
4. Do not use compressors if their belt guards are missing. Replace belt guards before using the compressor.
5. Turn the power switch of the tool to "Off" and let it come to a complete stop before leaving it unattended.
6. Disconnect the tool from the airline before making any adjustments or repairs to the tool.

Lifting Equipment

1. Do not use chain slings if links are cracked, twisted, stretched or bent.
2. Do not shorten slings by using makeshift devices such as knots or bolts.
3. Do not use a kinked chain.
4. Protect slings from the sharp edges of their loads by placing pads over the sharp edges of the items that have been loaded.
5. Wear work gloves when handling rough, sharp-edged or abrasive chains, cables, ropes or slings.
6. Do not alter or remove the safety latch on hooks. Do not use a hook that does not have a safety latch, or if the safety latch is bent.

When Lifting

1. Do not place your hands between the sling and its load when the sling is being tightened around the load.
2. Lift the load from the center of hooks, not from the point.

GENERAL LABOR PERSONNEL

Site Safety

Do not start work until barricades, barrier logs, fill or other protection have been installed to isolate the work area from local traffic.

1. Reflective warning vests must be worn by traffic flagmen who are assigned to controlling traffic.
2. Do not approach any heavy equipment until the operator has seen you and has signaled to you that it is safe to approach.
3. Walk around or step over holes, rocks, roots, materials or equipment in your pathway.
4. Do not work outdoors during lightning storms.
5. Drink plenty of clear liquids during your breaks.
6. Take breaks in shaded areas.

Knives/Sharp Instruments

1. Use knives for the operation for which they are made.
2. Do not use knives that have broken or loose handles.
3. Do not use knives as screwdrivers, pry bars, can openers or ice picks.
4. When handling knife blades and other cutting tools, direct sharp points and edges away from you.
5. Cut in the direction away from your body when using knives.

Hand Tool Safety

General

1. Keep the blade of all cutting tools sharp.
2. Do not carry sharp or pointed hand tools such as screwdrivers, scribes, chisels or files in your pocket unless the tool or pocket is sheathed.
3. Tag worn, damaged or defective tools "Out of Service" and do not use them.
4. Do not use a tool if its handle has splinters, burrs, cracks, and splits or if the head of the tool is loose.
5. Do not use impact tools such as hammers, steel stakes, or chisels that have mushroomed heads.
6. Do not perform "make-shift" repairs to tools.
7. Do not throw tools from one location to another or from one employee to another.
8. Transport hand tools only in toolboxes or tool belts. Do not carry tools in your clothing.

Hammers

1. Do not use a hammer if your hands are oily, greasy or wet.
2. Do not strike objects with the cheek of the hammer.
3. Do not strike one hammer against another hammer.

Pliers

1. Do not attempt to force pliers by using a hammer on them.
2. Do not use pliers that are cracked, broken or sprung.

Saws

1. Keep control of saws by releasing downward pressure at the end of the stroke.
2. Do not use a saw that has dull saw blades.
3. Oil saw blades after each use.
4. Keep hands and fingers away from the saw blade while you are using the saw.
5. Do not carry a saw by the blade.
6. When using a handsaw, hold the workpiece firmly against the worktable.

Electrical Powered Tools

1. Do not use power equipment or tools on which you have not been trained.
2. Keep power cords away from path of power saws.
3. Do not use cords that have splices, exposed wires or cracked or frayed ends.
4. Do not carry plugged in equipment or tools with your finger on the switch.
5. Do not carry equipment or tools by the cord.
6. Turn the tool off before plugging or unplugging it.
7. Do not leave tools that are "On" unattended.
8. Do not handle or operate electrical tools when your hands are wet or when you are standing on wet floors or wet ground.
9. Do not use extension cords or other grounded three pronged power cords that have the ground prong removed or broken off.
10. Do not use an adapter that eliminates the ground such as a cheater plug.
11. Do not drive over, drag, step on or place objects on a cord.

General Power Saw Safety

1. Wear the prescribed personal protective equipment such as goggles, gloves, dust masks and hearing protection when operating the power saw.
2. Do not use a power saw that has cracked, broken, or loose guards or other visible damage.
3. Turn off the saw before making measurements, adjustments or repairs.
4. Keep your hands away from the exposed blade.
5. Operate the saw at full cutting speed with a sharp blade to prevent kickbacks.
6. If the saw becomes jammed, turn the power switch of the saw to "OFF" before pulling out the incomplete cut.
7. Do not alter the anti-kickback device or blade guard.
8. When using the power saw, do not reach across the cutting operation.
9. When using the power saw, do not hold the workpiece against your body when making the cut.

Pneumatic Tools/Compressed Air

1. Do not point a compressed air hose at bystanders or use it to clean your clothing.
2. Do not use pneumatic tools that have handles with burrs or cracks.
3. Lock and/or tag tools "Out of Service" to prevent usage of the tool.
4. Do not use compressors if their belt guards are missing. Replace the belt guards before using the compressor.

5. Turn the power switch of the tool to "Off" and let it come to a complete stop before leaving it unattended.
6. Disconnect the tool from the airline before making any adjustments or repairs to the tool.

Personal Protective Equipment

1. Do not wear hard hats that are dented or cracked.
2. Do not continue to work if your safety glasses become fogged. Stop work and clean the glasses until the lenses are clear and defogged.
3. Wear your earplugs or earmuffs in areas posted "Hearing Protection Required."
4. Wear heavy leather-faced work gloves when handling wire-mesh.

Hazardous Materials

Follow the instructions on the label and in the corresponding Material Safety Data Sheet (MSDS) for each chemical product you will be using in your workplace.

1. Do not use protective clothing or equipment that has split seams, pinholes, cuts, tears, or other visible signs of damage.
2. Each time you use your gloves, wash them, before removing the gloves, using cold tap water and normal hand washing motion. Always wash your hands after removing the gloves.
3. Do not use chemicals from unlabeled containers or unmarked cylinders.
4. Always use chemical goggles and a face shield before handling chemicals labeled "Corrosive" or "Caustic."
5. Do not store chemical containers labeled "Oxidizer" with containers labeled "Corrosive" or "Caustic."
6. Do not smoke while handling chemicals labeled "Flammable".

Asphalt Paving

1. Do not smoke or eat while performing asphalt-paving work.
2. Stand clear of hot asphalt when it is being dumped out of the truck.
3. Do not remove paving material from the hopper or auger trough while the paving machine is operating.
4. Signal the paver operator to stop the paver before removing roadway spillage from alongside or in front of the paver.

Vehicle/Trailer Safety

1. Set the parking brake in the towing vehicle and use wheel blocks to chock the wheels of the trailer before removing any equipment from the trailer.
2. Secure equipment to the vehicle with chains or straps to eliminate or minimize shifting of the load.
3. No one is permitted to ride in the trailer.
4. Take slow, wide turns when towing trailers containing equipment or materials.
5. Do not exceed the load capacity as posted on the trailer door of the trailer.
6. Do not place all the heavy equipment on one side of the trailer.

FINISHING PERSONNEL

Site Safety

1. Do not start work until barricades, barrier logs, fill or other protection have been installed to isolate the work area from local traffic.
2. Reflective warning vests must be worn by traffic flagmen who are assigned to controlling traffic.

3. Do not approach any heavy equipment until the operator has seen you and has signaled to you that it is safe to approach.
4. Walk around or step over holes, rocks, roots, in your pathway.
5. Do not work outdoors during lightning storms.
6. Drink plenty of clear liquids during your breaks.
7. Take breaks in shaded areas.
8. Wash your skin immediately with soap and water if you come in contact with wet concrete.

Knives/Sharp Instruments

1. Use knives for the operation for which they are made.
2. Do not use knives that have broken or loose handles.
3. Do not use knives as screwdrivers, pry bars, can openers or ice picks.
4. When handling knife blades and other cutting tools, direct sharp points and edges away from you.
5. Cut in the direction away from your body when using knives.

Hand Tool Safety

1. Keep the blade of all cutting tools sharp.
2. Tag worn, damaged or defective tools "Out of Service" and do not use them.
3. Do not use a tool if its handle has splinters, burrs, cracks, and splits or if the head of the tool is loose.
4. When handing a tool to another person, direct sharp points and cutting edges away from yourself and the other person.
5. When using knives, shears or other cutting tools, cut in a direction away from your body.
6. Do not perform "make-shift" repairs to tools.
7. Do not throw tools from one location to another or from one employee to another.
8. Transport hand tools only in toolboxes or tool belts. Do not carry tools in your clothing.

Hammers

1. Do not use a hammer if your hands are oily, greasy or wet.
2. Do not strike nails or other objects with the "cheek" of the hammer.

Electrical Powered Tools

1. Do not use power equipment or tools on which you have not been trained.
2. Disconnect the tool from the outlet by pulling on the plug, not the cord.
3. Do not leave tools that are "On" unattended.
4. Do not handle or operate electrical tools when your hands are wet or when you are standing on wet floors.

Hazardous Materials

Follow the instructions on the label and in the corresponding Material Safety Data Sheet (MSDS) for each chemical product you will be using in your workplace.

1. Do not use protective clothing or equipment that has split seams, pinholes, cuts, tears, or other visible signs of damage.
2. Each time you use your gloves, wash them, before removing the gloves, using cold tap water and normal hand washing motion. Always wash your hands after removing the gloves.
3. Do not use chemicals from unlabeled containers or unmarked cylinders.

4. Always use chemical goggles and a face shield before handling chemicals labeled "Corrosive" or "Caustic."
5. Do not store chemical containers labeled "Oxidizer" with containers labeled "Corrosive" or "Caustic."
6. Do not smoke while handling chemicals labeled "Flammable."

Personal Protective Equipment

1. Do not wear hard hats that are dented or cracked.
2. Wear your safety glasses when working with concrete.
3. Do not continue to work if your safety glasses become fogged. Stop work and clean the glasses until the lenses are clear and defogged.
4. Wear earplugs or earmuffs in areas posted "Hearing Protection Required."
5. Wear rubber gloves when handling finishing chemicals such as acids.
6. Wear long pants when working with concrete.
7. During mixing of concrete compound and water, wear your dust mask or respirator mask provided.

RULES AND REGULATIONS

FOR ALL CREWS

- 1) THE "ON -SITE **FOREMAN**" OR (RESPONSIBLE PERSON) "IS RESPONSIBLE THAT ALL WORKERS/ OPERATORS/ DRIVERS /LABORERS ETC. ARE WORKING AND COMPLYING TO OUR SAFETY PROGRAM AND OUR SAFETY TRAINING STANDARDS THAT ARE PROVIDE BY OUR PROJECT MANGERS.
- 2) THE **FOREMAN** IS AUTHORIZED TO STOP WORK UNTIL THE SAFETY RULE ON HIS/HERS WORK AREA CAN BE COMPLIED TO. THE FOREMAN IS RESPONSIBLE FOR THE CONDUCT OF ALL EMPLOYEES ON THEIR JOB, AND MAY TERMINATE FROM THEIR PROJECTS ANYONE THAT DOES NOT CONDUCT THEM SELF'S IN A SAFE AND RESPONSIBLE MANNER.
- 3) THE **PROJECT MANAGER** SHALL FULLY SUPPORT THE **FOREMAN** AS A SAFETY TEAM PLAYER AND INSURE THAT THE FORMAN HAS WHAT IS NEEDED TO COMPLY
- 4) THE **PROJECT MANAGER** SHALL INSPECT THE PROJECTS TO INSURE THE FORMAN'S OR (RESPONSIBLE PERSON'S) SITE AND PERSONNEL ARE COMPLIANT TO OUR SAFETY PROGRAM AS WELL AS OTHER STANDARD SAFETY PRACTICES.
- 5) IF THE **PROJECT MANAGER** FINDS THAT THE FORMAN'S PROJECT IS NOT IN COMPLIANCE AND NO ONE IS INJURED THE FOLLOWING WILL OCCUR:
#1 -FIRST OCCURRENCE WRITTEN WARNING /
#2 -SECOND OCCURRENCE SUSPENSION OR TERMINATION /
#3 -THIRD OCCURRENCE TERMINATION. /
IF THE JOB SITE IS NOT IN COMPLIANCE AND AN INJURY OCCURS THE FOLLOWING WILL OCCUR:
#1 - THE **EMPLOYEE** INJURED DUE TO THEIR FAILURE TO FOLLOW OUR SAFETY PROGRAM SHALL BE EITHER SUSPENDED OR TERMINATED.
#2 – THE **CREW FOREMAN** SHALL BE EITHER SUSPENDED OR TERMINATED.
#3- THE **PROJECT MANAGER** SHALL RECEIVE A WRITTEN WARNING/ THE **PRESIDENT** SHALL REVIEW THESE WARNINGS AND WILL SUSPEND OR TERMINATE THE PROJECT MANAGER BASED ON THE VIOLATION AND MANAGERS SAFETY HISTORY.
- 6) ALL DRIVERS WILL BE REQUIRED TO NOT ONLY FOLLOW OUR DRIVING SAFETY POLICY BUT ALSO ANY POLICIES THAT THE FORMAN AND PROJECT MANGER FEELS IS NECESSARY.
- 7) FOR ANY DRIVER SAFETY VIOLATION, THE SAFETY MANAGER MAY WARN, SUSPEND OR TERMINATE AT HIS OR HERS DISCRESSION.
- 8) THE **PROJECT MANGER** AND **SAFETY OFFICER** AT THE BEGINNING OF EACH PROJECT SHALL REVIEW THE PROJECT WITH THE FORMAN NOT ONLY THE SCOPE BUT ANY DANGERS AND SAFETY PRECAUTIONS THAT MAY BE UNIQUE TO THIS SPECIFIC PROJECT.



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TAB 2: PROJECT EXPERIENCE AND REFERENCES

SUNSHINE LAND DESIGN, INC. has over eighteen years of Underground Utility project experience. We take pride in the strong relationships we have built with local municipalities and communities along the Treasure Coast and the Palm Beaches. Our Underground Utility Project Managers and Project Superintendents are knowledgeable regarding the Water and Sewer Standard Specifications of the City of Stuart and Martin County. Since 2012, we have held an annual contract with Martin County for Underground Utility services. Upon request, we will gladly furnish a copy of the contract.

To ensure a project is built according to plan, Project Managers of **SUNSHINE LAND DESIGN, INC.** give careful consideration to the overall project objectives, timeline, and costs, as well as the roles and responsibilities of all participants (employees, subcontractors, suppliers, and the public). To assist in proper administration, **SUNSHINE**'s management team utilizes valuable and up-to-the-minute computer software.

From the start of each project, a kick-off meeting is held which involves the estimating department handing a project over to the management team. All bid documents, plans, specifications, in-house data & information, requirements with project scheduling and coordination is provided to the Project Manager. In regard to time management, it is our policy for each project manager to prepare a schedule using Microsoft Projects. The schedule is set up as a chart; showing milestones, individual tasks, and deadlines. The chart is provided to the owner and updated with each pay request.

SUNSHINE LAND DESIGN, INC. uses Foundation Construction Software to track construction costs. Each line item of a project is given a code and a budget amount. The costs are tracked throughout the project and reviewed by the Project Manager and President on a bi-weekly basis. This very quickly shows the management team which areas require special attention. With completely integrated tracking of job costs, reports that present information in a wide variety of formats from the big picture to the smallest detail, the software provides **SUNSHINE** with powerful job-cost accounting capabilities.

Below is three past projects which included, but were not limited to, furnishing and installing all labor, equipment, and materials necessary for the installation of a low pressure sewer systems and identical projects. All projects listed were successfully completed on time and within budgetary restraints.

RELEVANT PROJECT EXPERIENCE:

Project Name: Martin County High School
Client Name: The Morganti Group
Contact Info: Rusty Golden
Completed: 2017
Description: Sanitary and Sewer site construction



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Project Name: Martin County High School

Client Name: Pirtle Construction Company, 5700 Griffin Road, Suite 200 David, FL 33314

Contact Info: Brent Martin 954-797-0410 brent@pirtleconstruction.com

Completed: 2012

Description: Lift Station and Site Utilities

Project Name: Airport Road & Utility Improvements

Client Name: Martin County, 2401 SE Monterey Road, Stuart, FL 34996

Contact Info: Paul Bangs 772-463-2848 pbangs@martin.fl.us

Completed: 2012

Description: Project consisted of underground utility work including construction of sanitary sewer and gravity sewer lines, force main lines, construction of lift stations.

Final Contract: \$1,669,553.00

Project Name: Martin Memorial Hospital- North Campus Entrance Enhancements

Client Name: Martin Memorial Medical Center

Contact Info: Joe Capra 772-692-4344 jcapra@gocaptec.com

Completed: 2014

Description: Improvements to the roadway entrance and parking lots including landscaping, irrigation, lighting, sewer, drainage, sidewalks, paver crosswalks, and streetscape improvements.

Final Contract: \$2,000,000

Project Name: Crystal Lake Elementary School

Client Name: Pirtle Construction Company, 5700 Griffin Road, Suite 200 David, FL 33314

Contact Info: Brent Martin 954-797-0410 brent@pirtleconstruction.com

Completed: 2012

Description: Earthwork, Paving, & Site Utilities.

Final Contract: \$241,815.77 (includes a credit for DPO's for materials)

Project Name: 10th Avenue North Phase 2

Client Name: City of Greenacres, 5800 Melaleuca Lane, Greenacres, FL 33463

Contact Info: Terry Siegall 561-642-2058 tsiegall@ci.greenacres.fl.us

Completed: 2012

Description: Sanitary Sewer and Water and Improvements

Final Contract: \$272,508.84



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Project Name: Banner Lake Sewer Improvements

Client Name: Martin County, 2401 SE Monterey Road, Stuart, FL 34996

Contact Info: George Dzama 772-463-2837 gdzama@martin.fl.us

Completed: 2008

Description: Community Sanitary sewer Service and Home Connections

Final Contract: \$819,877.00

SAMPLE OF PAST CITY OF STUART PROJECTS:

Project Name: CDBG Disaster Relief Funding for Service Areas 1 & 4

Client Name: City of Stuart

Engineer Firm: Jordan, Jones, & Guilding Jim Chapman 561-799-3855

Completed: 2008

Description: CDBG Disaster Relief Fund Utility Improvements

Final Contract: \$409,511.58

Project Name: Woodlawn Park Improvements

Client Name: City of Stuart

Engineer Firm: CAPTEC Engineering, Inc. Joe Capra 772-692-4344

Completed: 2011

Description: The project consisted of construction of sidewalks, pedestrian mall, parking facilities, and water and sewer improvements.

Final Contract: \$890,240.30



3291 S. E. Lionel Terrace, Stuart, Florida

TAB 2: STATE AND FEDERAL PROGRAM EXPERIENCE

SUNSHINE LAND DESIGN, INC. has successfully completed numerous projects with State and Federal Program requirements. Our administration staff has gained invaluable experience through working on these projects. Not only do we pride ourselves with an excellent ability to meet the high standards required on these projects, our staff continually strives to be proactive and keep our systems up-to-date. Since all projects are unique, our resourceful staff determines the best approach or approaches for meeting the project's obligations, before the start of construction. In the past this has been in the form of additional documents formulated for field employees to track specific data, and communications regarding Grant requirements running directly through an assigned Assistant Project Manager, among other systems in place.

It is the policy of **SUNSHINE LAND DESIGN, INC.** that minority businesses shall have the opportunity to participate as subcontractors and suppliers on all contracts. Our Affirmative Action Plan & Policy is available upon request.

SUNSHINE LAND DESIGN, INC. has had a vast experience working with all FDEP and Federally funded projects. All unique projects were successful, by meeting all the following conditions. FDEP Supplementary Conditions for Construction Procurement, Federal Labor Standards Provisions, Minority Business Enterprise Participation, and Buy American .



SUNSHINE

LAND DESIGN

3291 S. E. Lionel Terrace, Stuart, Florida

TAB 3 ~ EQUIPMENT LIST

Please see attached list of owned heavy equipment. We also have excellent relationships with multiple rental and leasing agencies.

Active/ Inactive	EQUIP. #	KEY WORD	DESCRIPTION	V.I.N OR SERIAL
A	1205	ASPHALT	BLAW KNOX PF-161B	PF161B-70313
A	645	ASPHALT CONTROLS	TOPCON (3 UNITS) 2EA-9140 1EA-9256	102-0179/102-0183/181-7940
A	592	AUTO LEVEL	LEVEL/RECEIVER & BRACKET	GR1000T/HR550 & B550
A	662	BACKHOE	JOHN DEERE BACKHOE 310SJ	T0310SJ170755
A	914	BACKHOE	CASE COMBINATION 590SN	NCC567620
A	434	COMPACTOR	RAMMER, 11" X 13" SHOE, 3025LBS	WAKBS600
A	501	COMPACTOR	RAMMER- WAKER MODEL B5600	5444159
A	618	COMPACTOR	MULTIQUIP MVH-406GH	P1120/CE06
A	665	COMPACTOR	MIKASA GX 160	GCABK1088727
A	601	COMPACTOR LARGE	CASE ROLLER SV208	DDD000603
A	930	COMPACTOR LARGE	Roller-Bomag 120 AD	861880231166
A	931	COMPACTOR LARGE	RUBBER TIRE BLAW KNOX PTC15	100724
A	1203	COMPACTOR LARGE	2008 BOMAG BW141AD-4TANDEM ROLLER	1019200001138
A	18-CP617	CONC PUMP LARGE	VERSAPUMP 2VPJ W/ JOYSTICK	18-2VPJ-1648-25K
A	18-CP617A	CONC PUMP LARGE	COBRA COMBI HMI DRILL KIT	73284
A	616	CONC PUMP LARGE	SCHWING MOD. #P-88	1-71-088-331
A	18-CP618	CONC PUMP LARGE	SCHWING MODEL SP-88	88P2184
A	615	CONC PUMP SMALL	VERMILLION	
A	511	CONCRETE SAW	STIHL TS-420	174641506
A	585	CONCRETE SAW	CONCRETE TABLE SAW	1277109
A	591	CONCRETE SAW	CONCRETE TABLE SAW	1260010
A	18-CS001	CONCRETE SCREED	LURA CONCRETE SCREED	251190
A	603	CURBER	POWER CURBER-SMALL	PC150-01-0420770
A	609	CURBER	5700 SUPER B POWER CURBER	57B03-06-1131809
A	650	DIR DRILL	VERMEER D20X22 DIRECTIONAL DRILLING SYSTEM	1VR6180T2F1001685
A	650A	DIR DRILL	KNAACK Model 69	1319618206
A		DIR DRILL	VERMEER D20X22 / ACCESSORIES	1VR6180T2F1001685
A	1001	DOZER	CAT Model D6 HLGP 1996	3YG06330
A	1003	DOZER	JD 650J-LGP CRWALER DOZER	T0650JX120072
A	1004	DOZER	KOMATSU D-39	3253
A	1004B	DOZER / GPS	KOMATSU D-39	3253
A	1003B	DOZER / LASER	JD 650J-WITH LASER	T0650JX120072
A	695	DYNA DIGGER	TC300-DIGGER-ENG 3166G W0/	70904
A	696	DYNA DIGGER	GAS POWERED	5042694
A	818B	FORKS	PALLET FORKS FOR L90 LOADER	330952321
A	908	GRADALL	JD XL3300	210017966
A	910	GRADER	2008 JOHN DEERE 672	DW672DX619482
A	910B	GRADER	2008 JOHN DEERE 672 / WITH GPS CONTROLS	DW672DX619482
A	657	IMPACT WRENCH	AIR COMPRESSOR IMPACT WRENCH	
A	672	JUMPING JACK	MIKASA GX 160	GCAAU166906

A	677	JUMPING JACK	MIKASA GX 160	GCACK1084134
A	631	LASER LEVEL	24X AUTO LEVEL	M42502
A	632	LASER LEVEL	CST 24X AUTO LEVEL	A43537
A	633	LASER LEVEL	CST 24X AUTO LEVEL	
A	634	LASER LEVEL	LASERMARK LM500 SERIES LASER	4910-29052
A	635	LASER LEVEL	UNIVERSAL LASER DETECTOR	LD400
A	644	LASER LEVEL	PIPE LASER MODEL 1280	8560
A	659	LASER LEVEL	LASER (SER. 6B4905) ROD (SER. 5Q9799)	
A	661	LASER LEVEL	LASER (SER. 06324037) ROD (SER. 14936)	
A	811	LOADER	KOMATSU WA75-3 (LOW JACK 03/20/2006)	H21524
A	813	LOADER	CAT 928 G	DJD01543
A	815	LOADER	CAT 928 G	DJD02141
A	816	LOADER	VOLVO WHEEL LOADER L30B	L30BD1823626
A	817	LOADER	VOLVO L-30B	L30B1836007
A	818	LOADER	2008 VOLVO L90F WHEEL LOADER	L90FV68551
A	819	LOADER	2014 BOB CAT w/ PLANER	AHGL11198
A	820	LOADER	CASE 321 F	FNH321FSNGHP00390
A	821	LOADER	KUBOTA TRACK LOADER SVL95	34271
A	821A	LOADER	BRADCO 60" SERIES II MULCHER MM60S	471163
A	822	LOADER	HYUNDAI HL960	HHKHW600EG0000164
A	823	LOADER	CASE 321F	FNH321FSNHHP00345/ NPHHP0034
A	18-824	LOADER	JOHN DEERE 544K-II	1DW544KZKJF685927
A	550	MANHOLE BLOWER	ALLEGRO MANHOLE BLOWER	ALL 9537-25
A	553	MANHOLE HOIST	PROTÉGÉ PRO112212 GAS TESTER	PRO-112212
A	911	PIPE CAMERA	UEM PREDIATOR	CAMER, DVD, ASSORIES
A	912	PIPE CAMERA	OUTPOST ROVVER X	5600104
A	612	PIPE LASER	SPECTRA PIPE LASER DG711	11980
A	411	PIPE PLUG	LANSAS 24 X 48" / SLEEVE	050-2448
A	412	PIPE PLUG	LANSAS 36 X 60" / SLEEVE	050-2660
A	543	PIPE PLUG	LANSAS 24 X 48" / SLEEVE	050-1530
A	544	PIPE PLUG	LANSAS 12 X 24" / SLEEVE	050-1224
A	1101	PIPE PLUG	15"- 30"	
A	453	PLATE COMPACTOR	GX 270 WACKER	GCHCK 1046808
A	510	PLATE COMPACTOR	GX 270 WACKER	GCAJT 1202834
A	623	PLATE COMPACTOR	PLATE COMPACTOR FWD 3.5K FORCE 5	MULMVC90H
A	663	PLATE COMPACTOR	WACKER BPU 4045 A forward/ reverse	2150193
A	401	POWER SHOVEL	POWER SHOVEL	4176CA14
A	403	POWER SHOVEL	POWER SHOVEL	4112CH
A	479	POWER SHOVEL	POWER SHOVEL	TMO49XT
A	636	PRESSURE WASHER	LAND 11100420 / 13HP HONDA	11100420-100968
A	641	PRESSURE WASHER	E4040HA 4000psi @ 4.0gpm GX390, AR pump	13-17490
A	17-PW642	PRESSURE WASHER	E4040HG 4000 PSI	17-06658
A	17-PW643	PRESSURE WASHER	2500 PSI PRESSURE WASHER XP160	011803121AO774
A	652	PUMP	HONDA 3"	WT30XGC044792677

A	653	PUMP	HONDA WATER PUMP WB30XT3 (3")	GCBRT 1059972
A	654	PUMP	HONDA WATER PUMP/ GC160	GCAH-1024442
A	655	PUMP	HONDA WX10	112629
A	668	PUMP	HONDA 2"	GCAGT1187427
A	669	PUMP	HONDA WX10	12010406
A	670	PUMP	MUD PUMP WACKER PD3	GCAAT1391395
A	671	PUMP	MUD PUMP WACKER PD3	GCAAT154779
A	697	PUMP	3" MUD PUMP	WAKPDT3A
A	513	STREET SAW	DIAMOND CORE CUT CC1300-XL	1299229
A	18-SM626	STRIPING MACHINE		
A	614	SWEEPER	JOHN DEERE SWEEPER QCTL7	816036
A	1202	TACK	LEEBOY TACK TRAILER L250T	WMI1B9AA11071309065
A	1207	TACK	MAULDIN TACK DISTRIBUTOR/ MODEL MLDPS1000	4C9PT1027DG229990
A	410	TAPP	TAPPING TOOL	
A	901	TRACHOE	KOBELCO SK350	YC08U1967
A	904	TRACHOE	JD 135C-RT	FF135CX300125
A	913	TRACHOE	Hitachi Z50-2 Compact Excavator	FF01MC0270253
A	915	TRACHOE	Hyundai R235LC-9 Trachoe	CD0000348
A	916	TRACHOE	Hitachi Z50 Compact Excavator	HCM1YB00E00277139
A	917	TRACHOE	Yanmar VIO 45 engine ser.# 00858	60518
A	918	TRACHOE	CASE CX80	DAC080K6 NFS6B1380
A	901B	TRACHOE	KOBELCO SK350 WITH LASER EQUIPMENT	YC08U1967
A	604	TRENCHER	VERMEER TRENCHER RT100	1VRX051E431000619
A	630	TRENCHER	VERMEER S650TX MINI-SKID (wATTCHMNTS	1VRB07049D1000616
A	675	WELDER	MILLER BOBCAT 225 WELDER	KK020743
A	18-TW001	WELDER	LINCOLN ELECTRIC SQUARE WAVE TIG 200	M318052888
A	700		TRAILERS	



3291 S. E. Lionel Terrace, Stuart, Florida

TAB 4: INSURANCE AND BONDING

Please see attached current certificate of insurance naming City of Stuart as additional insured for General Liability. Sunshine Land Design, Inc. does not anticipate the use of subcontractors. However, since every project is unique, and there may be a need for a subcontractor, Sunshine Land Design, Inc. shall require that all subcontractors conform to all City of Stuart requirements for insurance.

Please see attached letter from Bonding Company, stating the bonding capabilities of Sunshine Land Design, Inc.



**PHILADELPHIA
INSURANCE COMPANIES**

A Member of the Tokio Marine Group

September 21, 2018

City of Stuart
121 SW Flagler Avenue
Stuart, Florida 34994

Re: Sunshine Land Design, Inc.
RFQL#2019-300

To Whom It May Concern:

I appreciate the opportunity to give you a reference on Sunshine Land Design, Inc. (Sunshine). Sunshine is currently bonded by Philadelphia Indemnity Insurance Company. Philadelphia Indemnity Insurance Company is rated by A.M. Best as "A++" (Excellent) and "XV" financial size. Philadelphia Indemnity Insurance Company is admitted to conduct Surety business throughout the United States with an underwriting limitation of \$231,637,000 assigned by the US Department of the Treasury.

We would favorably consider bonding individual projects of \$5,000,000 and an aggregate work program of \$10,000,000 for Sunshine.

We will consider specific requests for surety bonds based on our underwriting evaluation at the time of the request. Our underwriting evaluation includes our satisfactory review of contract terms and conditions and bond forms, verification of project financing, appropriate financial information as well as other underwriting conditions which may exist at the time of the request. Any request for bonds is a matter between Sunshine and Philadelphia Indemnity Insurance Company, and Philadelphia Indemnity Insurance Company assumes no liability to any party by providing this letter.

Please feel free to contact me if you need further input at 770-225-1646.

Regards,

Terri Hunt, Attorney in Fact
Senior Surety Underwriting Specialist
Philadelphia Indemnity Insurance Company
1125 Sanctuary Parkway, Suite 450
Alpharetta, GA 30009
Terri.hunt@phly.com



3291 S. E. Lionel Terrace, Stuart, Florida

TAB 5: FINANCIAL CAPACITY

Please find attached reviewed financial statements for 2016 and 2017. There are no outstanding contingent liabilities, nor pending legal actions or claims against **Sunshine Land Design, Inc. or the officers of Sunshine Land Design, Inc.**

SUNSHINE LAND DESIGN, INC.

FINANCIAL STATEMENT

DECEMBER 31, 2017 and 2016(Restated)

(Read Accountant's Independent Review Report)

SUNSHINE LAND DESIGN, INC.

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SIMMONS & SIMMONS CPA, PA
615 SW RUSTIC CIR
STUART, FL 34997
Independent Accountant's Review Report

To the Board of Directors
Sunshine Land Design, Inc.
Stuart, FL

We have reviewed the accompanying financial statements of Sunshine Land Design, Inc, which comprise the balance sheets as of December 31, 2017 and 2016(Restated), the related statements of income, changes in stockholders' equity, and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagements in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

We reviewed the adjustments described in note 8 that were applied to restate the 2016 financial statements. Based on our review we are not aware of any material modifications that should be made to the adjustments described in Note 8 that were applied to restate the 2017 financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

Simmons & Simmons CPA PA
Simmons and Simmons, CPA, P.A.

March 13, 2018

SUNSHINE LAND DESIGN, INC.
BALANCE SHEET
DECEMBER 31, 2017 and 2016 (Restated)
(Read Accountant's Independent Review Report)

	<u>ASSETS</u>	<u>2017</u>	<u>2016 (Restated)</u>
Current Assets			
Cash		\$ 105,669	\$ 454,345
Accounts Receivable - Trade		1,769,101	1,538,689
Cost and Estimated Earnings in Excess of Billings on Uncompleted Contracts (note 8)		187,285	223,473
Deferred Tax Asset		86,017	86,017
Loan Receivable - Shareholder		20,896	35,326
Prepaid Corporate Taxes		138,021	0
Prepaid Expenses		<u>121,045</u>	<u>155,488</u>
Total Current Assets		<u>2,428,034</u>	<u>2,493,338</u>
Equipment and Improvements at Cost			
Office Equipment		52,387	52,387
Field Equipment		5,562,571	5,364,241
Vehicles		1,285,623	1,285,623
Leasehold Improvements		<u>111,425</u>	<u>111,425</u>
		7,012,006	6,813,676
Less Accumulated Depreciation		<u>(5,179,498)</u>	<u>(4,846,955)</u>
Equipment and Improvements - Net		<u>1,832,508</u>	<u>1,966,721</u>
 TOTAL ASSETS		 <u>\$ 4,260,542</u>	 <u>\$ 4,460,059</u>
 <u>LIABILITIES AND STOCKHOLDERS' EQUITY</u>			
Current Liabilities			
Current Maturity of Debt		\$ 355,308	\$ 354,818
Accounts Payable		380,572	464,418
Bank Line of Credit		150,000	187,000
Billings In Excess of Cost (note 8)		<u>69,530</u>	<u>178,667</u>
Total Current Liabilities		<u>955,410</u>	<u>1,184,903</u>
Long Term Liabilities			
Long Term Debt		<u>676,508</u>	<u>673,117</u>
Total Long Term Liabilities		<u>676,508</u>	<u>673,117</u>
Deferred Income Taxes (note 1)		<u>74,894</u>	<u>69,577</u>
TOTAL LIABILITIES		<u>1,706,812</u>	<u>1,927,597</u>
Stockholders' Equity			
Common Stock, \$1 Per Share Authorized, Issued 3,750, Outstanding 1,875 Shares		3,750	3,750
Additional Paid in Capital		1,000,614	1,000,614
Retained Earnings		1,580,410	1,559,142
Treasury Stock		<u>(31,044)</u>	<u>(31,044)</u>
Total Stockholders' Equity		<u>2,553,730</u>	<u>2,532,462</u>
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY		<u>\$ 4,260,542</u>	<u>\$ 4,460,059</u>

The accompanying notes are an integral part of these financial statements.

SUNSHINE LAND DESIGN, INC.
STATEMENT OF INCOME
FOR THE YEAR ENDED DECEMBER 31, 2017 and 2016(Restated)
(Read Accountant's Independent Review Report)

	<u>2017</u>	<u>2016(Restated)</u>
Contract Revenue	\$ 10,467,262	\$ 10,101,300
Cost of Revenues Earned	<u>(8,757,308)</u>	<u>(8,874,323)</u>
Gross Profit	1,709,954	1,226,977
General and Administrative Expenses	<u>(1,645,422)</u>	<u>(1,588,624)</u>
Income From Operations	<u>64,532</u>	<u>(361,647)</u>
Other Income (Expenses)		
Gain (Loss) on Sale of Equipment	(23,066)	(0)
Miscellaneous Income	28,746	2,482
Interest and Dividend Income	395	558
Interest Expense	<u>(44,022)</u>	<u>(62,392)</u>
Total Other Income (Expenses)	<u>(37,947)</u>	<u>(59,352)</u>
Income (Loss) Before Income Taxes	26,585	(420,999)
Provision for Income Taxes		
Current Income Tax Benefit (Expense)	0	86,017
Deferred Income Tax Benefit (Expense)	<u>(5,317)</u>	<u>61,332</u>
Net Income from Operations	<u>\$ 21,268</u>	<u>\$ (273,650)</u>

The accompanying notes are an integral part of these financial statements.

SUNSHINE LAND DESIGN, INC.
STATEMENT OF STOCKHOLDERS' EQUITY
DECEMBER 31, 2017 and 2016 (Restated)
(Read Accountant's Independent Review Report)

	Balance January 1, 2016	Net Income	Balance December 31, 2016 (Restated)
Common Stock	\$ 3,750	\$	\$ 3,750
Treasury Stock	(31,044)		(31,044)
Paid in Capital	1,000,614		1,000,614
Retained Earnings	<u>1,832,792</u>	<u>(273,650)</u>	<u>1,559,142</u>
Total Stockholders Equity	<u>\$ 2,806,112</u>	\$ <u>\$(273,650)</u>	<u>\$ 2,532,462</u>

	Balance January 1, 2017	Net Income	Balance December 31, 2017
Common Stock	\$ 3,750	\$	\$ 3,750
Treasury Stock	(31,044)		(31,044)
Paid in Capital	1,000,614		1,000,614
Retained Earnings	<u>1,559,142</u>	<u>21,268</u>	<u>1,580,410</u>
Total Stockholders Equity	<u>\$ 2,532,462</u>	\$ <u>\$ 21,268</u>	<u>\$ 2,553,730</u>

The accompanying notes are an integral part of these financial statements.

SUNSHINE LAND DESIGN, INC.
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2017
(Read Accountant's Independent Review Report)

	<u>2017</u>
Cash Flow From Operating Activity	
Net Income From Operations	\$ 21,268
Adjustments to Reconcile Net Income to Net Cash Provided by Operations	
Depreciation	489,052
Decrease in Deferred Income Tax Payable	5,317
Loss on Equipment Sales	23,066
Increase in Accounts Receivable	(230,412)
Decrease in Prepaid Expense	34,442
Increase in Prepaid Corporate Taxes	(138,021)
Decrease in Cost and Estimated Earnings in Excess of Billings	36,188
Decrease in Accounts Payable	(83,846)
Decrease In Billings in Excess of Cost	<u>(109,137)</u>
Net Cash Provided by Operations	<u>47,917</u>
Cash Flows From Investing Activities	
Additions to Equipment and Vehicles	(614,913)
Proceeds from Sale of Equipment	<u>237,009</u>
Total Cash Flows From Investing Activities	<u>(377,904)</u>
Cash Flows From Financing Activities	
Decrease in Shareholder Loans	14,429
Retirement of Debt	(585,537)
Repayment Line of Credit	(37,000)
Proceeds From Debt	<u>589,419</u>
Total Cash Flows From Financing Activities	<u>(18,689)</u>
Net Decrease In Cash	(348,676)
Cash, Beginning of Year	<u>454,345</u>
Cash, End of Year	<u>\$ 105,669</u>

The accompanying notes are an integral part of these financial statements.

SUNSHINE LAND DESIGN, INC.
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2016(Restated)
(Read Accountant's Independent Review Report)

	<u>2016(Restated)</u>
Cash Flow From Operating Activity	
Net Income From Operations	\$ (273,650)
Adjustments to Reconcile Net Income to Net Cash Provided by Operations	
Depreciation	500,910
Decrease in Accounts Receivable	690,664
Increase in Prepaid Expenses	(155,488)
Decrease in Cost and Estimated Earnings in Excess of Billings	363,794
Decrease in Accounts Payable	(503,617)
Decrease in Income Tax Payable	(6,642)
Increase In Billings in Excess of Cost	116,296
Increase in Deferred Tax Asset	(86,017)
Decrease in Deferred Income Tax Payable	(61,332)
Net Cash Provided by Operations	<u>584,918</u>
Cash Flows From Investing Activities	
Additions to Equipment and Vehicles	(<u>277,556</u>)
Total Cash Flows From Investing Activities	(<u>277,556</u>)
Cash Flows From Financing Activities	
Retirement of Debt	(476,372)
Proceeds From Debt	<u>337,853</u>
Total Cash Flows From Financing Activities	(<u>138,519</u>)
Net Increase In Cash	168,843
Cash, Beginning of Year	<u>285,502</u>
Cash, End of Year	<u>\$ 454,345</u>

The accompanying notes are an integral part of these financial statements.

SUNSHINE LAND DESIGN, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2017 and 2016(Restated)
(Read Accountant's Independent Review Report)

NOTE 1 SUMMARY OF SIGNIFICANT POLICIES AND OTHER INFORMATION

Organization and Business

The company was incorporated on July 1, 1985. The company provides services in landscape and irrigation, design and maintenance.

Property and Equipment

Property and equipment are recorded at cost. For Financial Statement presentation, property and equipment are depreciated using the straight-line method over the estimated life of the related asset. For Income Tax reporting, the company utilizes the straight line method and accelerated depreciation methods as allowed by the Internal Revenue Code.

Federal Income Taxes.

The company prepares income tax reports on the accrual basis of accounting. See deferred income taxes note below.

Deferred income taxes

The accompanying financial statements reflect the temporary differences in reporting results of operations for income tax purposes and financial accounting purposes. Deferred tax liability is the long term deferred taxes estimated due to the depreciation methods used for financial statement presentation versus tax reporting. Those balances are \$74,894 for 2017 and \$ 69,577 for 2016(Restated). The Deferred Tax Asset of \$86,017 represents carryforward benefits on the tax return.

Bad Debt Allowance

The company utilizes specific identification to write off uncollectible receivables.

NOTE 2 BASIS OF ACCOUNTING

The accompanying financial statement has been prepared on the accrual basis of accounting thereby recognizing revenues when earned and cost when incurred. The company recognizes revenue and costs from long term contracts using the percentage of completion method as determined by the ratio of costs incurred to estimated total costs.

NOTE 3 LONG TERM DEBT

Debt consists of notes payable secured by equipment and vehicles, with total monthly payments of \$ 34,856 and \$ 36,080, including interest and principle for 2017 and 2016(Restated) respectively. Due to the nature of the business, management expects that long term debt maturing will be replaced. The utility of equipment, due to usage, does not generally exceed maturity of the related debt.

SUNSHINE LAND DESIGN, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2017 and 2016(Restated)
(Read Accountant's Independent Review Report)

NOTE 3 CONTINUED

The balance of the current maturity of debt of consists of equipment notes. Long term debt on equipment matures as follows:

2018	355,309
2019	265,118
2020	185,782
2021	151,874
2022	73,734

NOTE 4 COSTS AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS

	12/31/16	12/31/17
Cost incurred on Uncompleted Contracts	\$ 3,455,548	\$ 1,775,415
Estimated Earned Profit	<u>994,507</u>	<u>1,038,685</u>
	4,450,055	2,814,100
Less Billings to Date	<u>4,405,249</u>	<u>2,696,345</u>
	<u>\$ 44,806</u>	<u>\$ 117,755</u>

Included in the Accompanying Balance Sheet
Under the Following Captions:

Cost and Estimate Earnings in Excess of Billings on Uncompleted Contracts	\$ 223,473	\$ 187,285
Less Billings in Excess of Cost on Uncompleted Contracts	<u>178,667</u>	<u>69,530</u>
	<u>\$ 44,806</u>	<u>\$ 117,755</u>

Also see note 8

NOTE 5 RELATED PARTY TRANSACTIONS

The company leases the facility from shareholders of the corporation. The facility rent was \$ 87,510 for 2017 and \$87,510 for 2016(Restated).

SUNSHINE LAND DESIGN, INC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2017 and 2016(Restated)
(Read Accountant's Independent Review Report)

NOTE 6 LONG TERM LEASED EQUIPMENT AND VEHICLES

The company maintains a fleet operating lease for vehicles leased for a term of forty eight months. The monthly lease payments for 2016(Restated) averaged \$17,715 and 2017 averaged \$25,297. The company has the option to continue leasing vehicles at expiration of the initial lease term. At December 31, 2016(Restated), the fleet was twenty seven vehicles, comprising five vehicles within the first lease term and twenty two vehicles with extended leases. At December 31, 2017 the fleet was thirty seven leased vehicles comprising eighteen vehicles within the first lease term and nineteen vehicles with extended leases. The company leases equipment, a tractor, for a period of 24 months, at \$4,472 monthly commencing 01/01/2017.

NOTE 7 LINE OF CREDIT

The corporation has a promissory note line of credit of \$400,000. The loan is a demand loan with an interest rate of five percent. The loan balance was \$187,000 at 12/31/2016(Restated).. The loan balance at 12/31/2017 was \$ 150,000.

NOTE 8 CORRECTION OF ESTIMATES FOR RESTATED FINANCIAL STATEMENTS

The corporation reports long term contracts and contracts that span multiple years using the required percentage of completion method. This method is used to report estimated income earned on contracts that cover multiple reporting periods. The method uses the contract price of the job and the estimated cost of the job, which can change over the period due to additions or deletions related to the job, to the estimated completed cost of the job at period ended. The ratio provides a percentage of the job complete at that date. The percentage is applied to the contract price to provide the earned income on the job for the period. At December 31, 2016, the company had a contract for \$5,039,297 that was reported using the percentage of completion as 93% complete with income earned of \$4,678,425. The actual costs required to complete the contract in 2017 provided that the estimated cost of the contract was materially understated at December 31, 2016 as reported in the financial statements. It was determined that the estimated costs were understate by \$640,777 adjusting the percentage complete down to 78% and the earned income down to \$3,642,480. The change in the estimate resulted in income for the period being overstated by \$842,749. The restated financial statements report the corrected estimates based on the job as completed in 2017.

SUNSHINE LAND DESIGN, INC.
 SCHEDULE OF COST OF REVENUES EARNED
 FOR THE YEARS ENDED DECEMBER 31, 2017 and 2016(Restated)
 (Read Accountant's Independent Review Report)

Cost of Revenues Earned	<u>2017</u>	<u>2016(Restated)</u>
Salaries	\$ 3,272,044	\$ 3,047,849
Payroll Taxes	260,882	239,426
Contract Services	560,439	643,658
Travel Reimbursement Expense	3,672	2,622
Materials, Supplies, Dump Fees	2,181,604	2,739,232
Small Tools & Equipment, Supplies	32,239	37,521
Equipment Repairs and Maintenance	440,437	432,015
Truck Maintenance	163,293	194,162
Fuel – Equipment and Off Road	274,136	254,038
Insurance - Vehicle and Workman's Comp	478,455	336,957
Depreciation - Equipment and Vehicles	485,054	493,826
Equipment Rental	522,740	417,172
Uniforms	10,634	7,538
Licenses, Fees & Bonding	<u>71,679</u>	<u>28,307</u>
Total Cost of Revenues Earned	<u>\$ 8,757,308</u>	<u>\$ 8,874,323</u>

The accompanying notes are an integral part of these financial statements.

SUNSHINE LAND DESIGN, INC.
SCHEDULE OF GENERAL AND ADMINISTRATIVE EXPENSES
FOR THE YEARS ENDED DECEMBER 31, 2017 and 2016(Restated)
(Read Accountant's Independent Review Report)

General and Administrative Expenses	<u>2017</u>	<u>2016(Restated)</u>
Administrative Expenses	\$ 42,085	\$ 46,752
Credit Card Process Fees	157	7,464
Advertising	2,936	867
Insurance	42,017	111,781
Office Salary	582,482	569,355
Officer Salary	532,456	479,618
Professional Fees	13,710	7,103
Payroll Taxes	83,672	77,110
Payroll Leasing Fee	92,316	12,593
Rents	88,310	94,803
Taxes- Ad valorem & Other	31,343	40,024
Telephone and Utilities	46,407	40,514
Bad Debt Expense	0	6,026
Depreciation and Amortization	3,998	7,084
Contributions	2,810	3,423
Employee Benefits	44,871	38,990
Travel/ Tolls	1,415	2,410
Entertainment	3,089	2,999
Office Equipment Maintenance	21,516	21,692
Office Maintenance	7,990	7,552
Facilities Maintenance and Repairs	<u>1,842</u>	<u>10,464</u>
 Total General and Administrative Expense	 <u>\$1,645,422</u>	 <u>\$1,588,624</u>

The accompanying notes are an integral part of these financial statements.

SUNSHINE LAND DESIGN, INC.

FINANCIAL STATEMENT

DECEMBER 31, 2016 and 2015

(Read Accountant's Independent Review Report)

SUNSHINE LAND DESIGN, INC.

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SIMMONS & SIMMONS CPA, PA
PO BOX 6060
STUART, FL 34997
Independent Accountant's Review Report

To the Board of Directors
Sunshine Land Design, Inc.
Stuart, FL

We have reviewed the accompanying financial statements of Sunshine Land Design, Inc, which comprise the balance sheets as of December 31, 2016 and 2015, the related statements of income, changes in stockholders' equity, and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagements in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Simmons & Simmons CPA, P.A.
Simmons and Simmons, CPA, P.A.
February 28, 2017

SUNSHINE LAND DESIGN, INC.
BALANCE SHEET
DECEMBER 31, 2016 and 2015
(Read Accountant's Independent Review Report)

<u>ASSETS</u>		
	<u>2016</u>	<u>2015</u>
Current Assets		
Cash	\$ 454,345	\$ 285,502
Accounts Receivable - Trade	1,538,689	2,229,353
Cost and Estimated Earnings in Excess of Billings on Uncompleted Contracts	1,066,221	587,267
Loan Receivable - Shareholder	35,326	35,326
Prepaid Expenses	<u>155,488</u>	<u>0</u>
Total Current Assets	<u>3,250,069</u>	<u>3,137,448</u>
Equipment and Improvements at Cost		
Office Equipment	52,387	52,253
Field Equipment	5,364,241	5,607,555
Vehicles	1,285,623	1,227,500
Leasehold Improvements	<u>111,425</u>	<u>111,865</u>
Less Accumulated Depreciation	6,813,676	6,999,173
Equipment and Improvements - Net	<u>(4,846,955)</u>	<u>(4,765,391)</u>
	<u>-1,966,721</u>	<u>2,233,782</u>
 TOTAL ASSETS	 <u>\$ 5,216,790</u>	 <u>\$ 5,371,230</u>
 <u>LIABILITIES AND STOCKHOLDERS' EQUITY</u>		
Current Liabilities		
Current Maturity of Debt	\$ 354,818	\$ 432,225
Accounts Payable	464,418	855,035
Corporate Income Tax Payable	91,811	6,642
Bank Line of Credit	187,000	300,000
Billings In Excess of Cost	<u>178,667</u>	<u>62,371</u>
Total Current Liabilities	<u>1,276,714</u>	<u>1,656,273</u>
Long Term Liabilities		
Long Term Debt	<u>673,117</u>	<u>777,936</u>
Total Long Term Liabilities	<u>673,117</u>	<u>777,936</u>
Deferred Income Taxes (note 1)	<u>189,774</u>	<u>130,909</u>
TOTAL LIABILITIES	<u>2,139,605</u>	<u>2,565,118</u>
Stockholders' Equity		
Common Stock, \$1 Per Share Authorized, Issued 3,750, Outstanding 1,875 Shares	3,750	3,750
Additional Paid in Capital	1,000,614	1,000,614
Retained Earnings	2,103,865	1,832,792
Treasury Stock	<u>(31,044)</u>	<u>(31,044)</u>
Total Stockholders' Equity	<u>3,077,185</u>	<u>2,806,112</u>
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	<u>\$ 5,216,790</u>	<u>\$ 5,371,230</u>

The accompanying notes are an integral part of these financial statements.

SUNSHINE LAND DESIGN, INC.
STATEMENT OF INCOME
FOR THE YEAR ENDED DECEMBER 31, 2016 and 2015
(Read Accountant's Independent Review Report)

	<u>2016</u>	<u>2015</u>
Contract Revenue	\$ 10,944,048	\$ 11,471,075
Cost of Revenues Earned	(8,874,323)	(9,162,622)
Gross Profit	2,069,725	2,308,453
General and Administrative Expenses	(1,588,624)	(1,294,911)
Income From Operations	<u>481,101</u>	<u>1,013,542</u>
Other Income (Expenses)		
Gain (Loss) on Sale of Equipment	(0)	(18,309)
Miscellaneous Income	2,482	40,681
Interest and Dividend Income	558	64
Interest Expense	(62,392)	(62,384)
Total Other Income (Expenses)	(59,352)	(39,948)
Income (Loss) Before Income Taxes	421,749	973,594
Provision for Income Taxes		
Current Income Tax Benefit (Expense)	(91,811)	(6,642)
Deferred Income Tax Benefit (Expense)	(58,865)	(284,684)
Net Income from Operations	<u>\$ 271,073</u>	<u>\$ 682,268</u>

The accompanying notes are an integral part of these financial statements.

SUNSHINE LAND DESIGN, INC.
STATEMENT OF STOCKHOLDERS' EQUITY
DECEMBER 31, 2016 and 2015
(Read Accountant's Independent Review Report)

	Balance January 1, 2015	Net Income	Balance December 31, 2015
Common Stock	\$ 3,750	\$	\$ 3,750
Treasury Stock	(31,044)		(31,044)
Paid in Capital	1,000,614		1,000,614
Retained Earnings	<u>1,150,524</u>	<u>682,268</u>	<u>1,832,792</u>
Total Stockholders Equity	<u>\$ 2,123,844</u>	\$ <u>\$ 682,268</u>	<u>\$ 2,806,112</u>

	Balance January 1, 2016	Net Income	Balance December 31, 2016
Common Stock	\$ 3,750	\$	\$ 3,750
Treasury Stock	(31,044)		(31,044)
Paid in Capital	1,000,614		1,000,614
Retained Earnings	<u>1,832,792</u>	<u>271,073</u>	<u>2,103,865</u>
Total Stockholders Equity	<u>\$ 2,806,112</u>	\$ <u>\$ 271,073</u>	<u>\$ 3,077,185</u>

The accompanying notes are an integral part of these financial statements.

SUNSHINE LAND DESIGN, INC.
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2015
(Read Accountant's Independent Review Report)

	<u>2015</u>
Cash Flow From Operating Activity	
Net Income From Operations	\$ 682,268
Adjustments to Reconcile Net Income to Net Cash Provided by Operations	
Depreciation	518,991
Loss on Equipment Sales	18,309
Increase in Accounts Receivable	(1,648,470)
Decrease in Prepaid Expense	18,783
Increase in Cost and Estimated Earnings in Excess of Billings	(587,267)
Increase in Deferred Tax Asset	211,612
Decrease in Prepaid Construction Costs	9,510
Increase in Accounts Payable	694,866
Increase in Income Tax Payable	3,627
Increase In Billings in Excess of Cost	29,717
Decrease in Deferred Income Tax Payable	<u>73,072</u>
Net Cash Provided by Operations	<u>25,018</u>
Cash Flows From Investing Activities	
Additions to Equipment and Vehicles	(352,451)
Proceeds from Sale of Equipment	<u>28,344</u>
Total Cash Flows From Investing Activities	<u>(324,107)</u>
Cash Flows From Financing Activities	
Decrease in Shareholder Loans	6,000
Retirement of Debt	(540,160)
Proceeds from Line of Credit	300,000
Proceeds From Debt	<u>353,301</u>
Total Cash Flows From Financing Activities	<u>119,141</u>
Net Decrease In Cash	(179,948)
Cash, Beginning of Year	<u>465,450</u>
Cash, End of Year	\$ <u><u>285,502</u></u>

The accompanying notes are an integral part of these financial statements.

SUNSHINE LAND DESIGN, INC.
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2016
(Read Accountant's Independent Review Report)

	<u>2016</u>
Cash Flow From Operating Activity	
Net Income From Operations	\$ 271,073
Adjustments to Reconcile Net Income to Net Cash Provided by Operations	
Depreciation	500,910
Decrease in Accounts Receivable	690,664
Increase in Prepaid Expenses	(155,488)
Increase in Cost and Estimated Earnings in Excess of Billings	(478,954)
Decrease in Accounts Payable	(503,617)
Increase in Income Tax Payable	85,169
Increase In Billings in Excess of Cost	116,296
Increase in Deferred Income Tax Payable	<u>58,865</u>
Net Cash Provided by Operations	<u>584,918</u>
Cash Flows From Investing Activities	
Additions to Equipment and Vehicles	(<u>277,556</u>)
Total Cash Flows From Investing Activities	(<u>277,556</u>)
Cash Flows From Financing Activities	
Retirement of Debt	(476,372)
Proceeds From Debt	<u>337,853</u>
Total Cash Flows From Financing Activities	(<u>138,519</u>)
Net Increase In Cash	168,844
Cash, Beginning of Year	<u>285,502</u>
Cash, End of Year	<u><u>\$ 454,345</u></u>

The accompanying notes are an integral part of these financial statements.

SUNSHINE LAND DESIGN, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2016 and 2015
(Read Accountant's Independent Review Report)

NOTE 1 SUMMARY OF SIGNIFICANT POLICIES AND OTHER INFORMATION

Organization and Business

The company was incorporated on July 1, 1985. The company provides services in landscape and irrigation, design and maintenance.

Property and Equipment

Property and equipment are recorded at cost. For Financial Statement presentation, property and equipment are depreciated using the straight-line method over the estimated life of the related asset. For Income Tax reporting, the company utilizes the straight line method and accelerated depreciation methods as allowed by the Internal Revenue Code.

Federal Income Taxes.

The company prepares income tax reports on the accrual basis of accounting. See deferred income taxes note below.

Deferred income taxes

The accompanying financial statements reflect the temporary differences in reporting results of operations for income tax purposes and financial accounting purposes. Deferred tax liability is the long term deferred taxes estimated due to the depreciation methods used for financial statement presentation versus tax reporting. Those balances are \$189,774 for 2016 and \$ 130,909 for 2015.

Bad Debt Allowance

The company utilizes specific identification to write off uncollectible receivables.

NOTE 2 BASIS OF ACCOUNTING

The accompanying financial statement has been prepared on the accrual basis of accounting thereby recognizing revenues when earned and cost when incurred. The company recognizes revenue and costs from long term contracts using the percentage of completion method as determined by the ratio of costs incurred to estimated total costs.

NOTE 3 LONG TERM DEBT

Debt consists of notes payable secured by equipment and vehicles, with total monthly payments of \$ 36,080 and \$ 49,956, including interest and principle for 2016 and 2015 respectively. Due to the nature of the business, management expects that long term debt maturing will be replaced. The utility of equipment, due to usage, does not generally exceed maturity of the related debt.

SUNSHINE LAND DESIGN, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2016 and 2015
(Read Accountant's Independent Review Report)

NOTE 3 CONTINUED

The balance of the current maturity of debt of consists of equipment notes. Long term debt on equipment matures as follows:

2017	354,818
2018	311,151
2019	223,536
2020	83,502
2021	43,520

NOTE 4 COSTS AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS

	<u>12/31/16</u>	<u>12/31/15</u>
Cost incurred on Uncompleted Contracts	\$ 3,455,548	\$ 2,260,635
Estimated Earned Profit	<u>1,837,255</u>	<u>1,163,716</u>
	5,292,803	3,424,351
Less Billings to Date	<u>4,405,249</u>	<u>2,889,455</u>
	<u>\$ 887,554</u>	<u>\$ 534,896</u>

Included in the Accompanying Balance Sheet
Under the Following Captions:

Cost and Estimate Earnings in Excess of Billings on Uncompleted Contracts	\$ 1,066,221	\$ 587,267
Billings in Excess of Cost on Uncompleted Contracts	<u>178,667</u>	<u>63,371</u>
	<u>\$ 887,554</u>	<u>\$ 534,896</u>

NOTE 5 RELATED PARTY TRANSACTIONS

The company leases the facility from shareholders of the corporation. The facility rent was \$ 87,510 for 2016 and \$87,510 for 2015.

SUNSHINE LAND DESIGN, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2016 and 2015
(Read Accountant's Independent Review Report)

NOTE 6

LONG TERM LEASED EQUIPMENT AND VEHICLES

The company maintains a fleet operating lease for vehicles leased for a term of forty eight months. The monthly lease payments for 2015 averaged \$14,875 and 2016 averaged \$17,715. The company has the option to continue leasing vehicles at expiration of the initial lease term. At December 31, 2015, the fleet was twenty seven vehicles, comprising five vehicles within the first lease term and twenty two vehicles with extended leases. The company leases equipment, a tractor, for a period of 24 months, at \$4,472 monthly commencing 01/01/2017.

NOTE 7

LINE OF CREDIT

The corporation has a promissory note line of credit of \$400,000. The loan is a demand loan with an interest rate of five percent. The loan balance was \$300,000 at 12/31/2015.. The corporation paid interest of \$8,194 during 2015 for this loan. The loan balance at 12/31/2016 was \$ 187,000. The corporation paid interest of \$12,674 during 2016 for this loan.

SUNSHINE LAND DESIGN, INC.
 SCHEDULE OF COST OF REVENUES EARNED
 FOR THE YEARS ENDED DECEMBER 31, 2016 and 2015
 (Read Accountant's Independent Review Report)

Cost of Revenues Earned	<u>2016</u>	<u>2015</u>
Salaries	\$ 3,047,849	\$ 2,862,262
Payroll Taxes	239,426	220,777
Contract Services	643,658	602,279
Travel Reimbursement Expense	2,622	1,019
Materials, Supplies, Dump Fees	2,739,232	3,274,935
Small Tools & Equipment, Supplies	37,521	35,601
Equipment Repairs and Maintenance	432,015	417,952
Truck Maintenance	194,162	119,916
Fuel – Equipment and Off Road	254,038	296,682
Insurance - Vehicle and Workman's Comp	336,957	336,490
Depreciation - Equipment and Vehicles	493,826	508,413
Equipment Rental	417,172	378,256
Uniforms	7,538	6,707
Licenses, Fees & Bonding	<u>28,307</u>	<u>101,333</u>
Total Cost of Revenues Earned	<u>\$ 8,874,323</u>	<u>\$ 9,162,622</u>

The accompanying notes are an integral part of these financial statements.

SUNSHINE LAND DESIGN, INC.
SCHEDULE OF GENERAL AND ADMINISTRATIVE EXPENSES
FOR THE YEARS ENDED DECEMBER 31, 2016 and 2015
(Read Accountant's Independent Review Report)

General and Administrative Expenses	<u>2016</u>	<u>2015</u>
Administrative Expenses	\$ 46,752	\$ 60,241
Credit Card Process Fees	7,464	7,651
Advertising	867	1,127
Insurance	111,781	53,139
Office Salary	569,355	475,939
Officer Salary	479,618	371,936
Professional Fees	7,103	5,585
Payroll Taxes	77,110	67,660
Payroll Leasing Fee	12,593	0
Rents	94,803	87,510
Taxes- Ad valorem & Other	40,024	39,570
Telephone and Utilities	40,514	40,227
Bad Debt Expense	6,026	6,588
Depreciation and Amortization	7,084	10,578
Contributions	3,423	2,415
Employee Benefits	38,990	34,436
Travel/ Tolls	2,410	1,438
Entertainment	2,999	1,317
Office Equipment Maintenance	21,692	12,559
Office Maintenance	7,552	8,220
Facilities Maintenance and Repairs	<u>10,464</u>	<u>6,775</u>
Total General and Administrative Expense	<u>\$1,588,624</u>	<u>\$1,294,911</u>

The accompanying notes are an integral part of these financial statements.



3291 S. E. Lionel Terrace, Stuart, Florida

TAB 6: SUBMITTAL FORMS & OTHER REQUESTED INFORMATION

Enclosed:

- Business Tax Receipt requirements for their business location. A copy of the business tax receipt or proof of exemption shall be included with response submittal.
- Public Entity Crimes (Attachment C) –
- License –
- Warranties
- Request for Information to submit with IRS W-9 Form (Attachment D)

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	\$ 17,550.00	\$ 17,550.00
2	MAINTENANCE OF TRAFFIC (MOT)	LS	1	\$ 23,400.00	\$ 23,400.00
3	PRE CONSTRUCTION VIDEO	LF	1	\$ 1.76	\$ 1.76
4	POLLUTION / EROSION CONTROL	LS	1	\$ 11,700.00	\$ 11,700.00
5	FURNISH AND INSTALL 2" DIA SDR21 PVC LPM	LF		\$ 14.19	\$ 14.19
6	FURNISH AND INSTALL 3" DIA SDR21 PVC LPM	LF		\$ 15.44	\$ 15.44
7	FURNISH AND INSTALL 4" DIA SDR21 PVC LPM	LF		\$ 22.53	\$ 22.53
8	FURNISH AND INSTALL 6" DIA SDR21 PVC LPM	LF		\$ 30.88	\$ 30.88
9	FURNISH AND INSTALL 2" DIA DR 11 DIPS HDPE LPM	LF		\$ 15.44	\$ 15.44
10	FURNISH AND INSTALL 3" DIA DR 11 DIPS HDPE LPM	LF		\$ 16.68	\$ 16.68
11	FURNISH AND INSTALL 4" DIA DR 11 DIPS HDPE LPM	LF		\$ 23.78	\$ 23.78
12	FURNISH AND INSTALL 6" DIA DR 11 DIPS HDPE LPM	LF		\$ 35.86	\$ 35.86
13	FURNISH AND INSTALL 4" DIA SDR21 PVC FM	LF		\$ 22.53	\$ 22.53
14	FURNISH AND INSTALL 6" DIA SDR21 PVC FM	LF		\$ 32.12	\$ 32.12
15	FURNISH AND INSTALL 8" DIA SDR21 PVC FM	LF		\$ 39.37	\$ 39.37
16	FURNISH AND INSTALL 4" DIA DR11 HDPE FM	LF		\$ 25.03	\$ 25.03
17	FURNISH AND INSTALL 6" DIA DR11 HDPE FM	LF		\$ 35.86	\$ 35.86
18	FURNISH AND INSTALL 8" DIA DR11 HDPE FM	LF		\$ 45.60	\$ 45.60
19	FURNISH AND INSTALL 2" TERMINAL CLEANOUT ASSEMBLY	EA		\$ 541.71	\$ 541.71
20	FURNISH AND INSTALL 2" PRESSURE CLEANOUT ASSEMBLY	EA		\$ 662.51	\$ 662.51

Item No.	Description	Unit	Estimated Quantity	Unit Bid Price	Total Bid Price
21	FURNISH AND INSTALL 3" PRESSURE CLEANOUT ASSEMBLY	EA		\$ 783.32	\$ 783.32
22	FURNISH AND INSTALL 4" PRESSURE CLEANOUT ASSEMBLY	EA		\$ 966.42	\$ 966.42
23	FURNISH AND INSTALL 6" PRESSURE CLEANOUT ASSEMBLY	EA		\$ 1208.03	\$ 1208.03
24	FURNISH AND INSTALL 2" GATE VALVE (LPM)	EA		\$ 724.82	\$ 724.82
25	FURNISH AND INSTALL 3" GATE VALVE (LPM)	EA		\$ 966.42	\$ 966.42
26	FURNISH AND INSTALL 4" GATE VALVE (LPM)	EA		\$ 1208.03	\$ 1208.03
27	FURNISH AND INSTALL 6" GATE VALVE (LPM)	EA		\$ 1510.03	\$ 1510.03
28	FURNISH AND INSTALL 4" GATE VALVE (FM)	EA		\$ 1208.03	\$ 1208.03
29	FURNISH AND INSTALL 6" GATE VALVE (FM)	EA		\$ 1510.03	\$ 1510.03
30	FURNISH AND INSTALL 8" GATE VALVE (FM)	EA		\$ 1812.04	\$ 1812.04
31	FURNISH AND INSTALL MANUAL ARV ASSEMBLY	EA		\$ 3896.10	\$ 3896.10
32	FITTING	TON		\$ 9,664.20	\$ 9,664.20
33	CONNECT TO EXISTING 4" FM	EA		\$ 962.62	\$ 962.62
34	CONNECT TO EXISTING 6" FM	EA		\$ 1083.42	\$ 1083.42
35	CONNECT TO EXISTING 8" FM	EA		\$ 1325.03	\$ 1325.03
36	GROUTE ABANDON EXISTING FM	LF		\$ 9.66	\$ 9.66
37	MODIFY EXISTING LIFT STATION	EA		\$ 36,240.75	\$ 36,240.75
38	CONSTRUCT LIFT STATION	EA		\$ 72,481.50	\$ 72,418.50
39	ROADWAY RESTORATION	SY		\$ 70.20	\$ 70.20
40	RESIDENTIAL DRIVEWAY CROSSING	EA		\$ 2,948.40	\$ 2,948.40
41	COMMERCIAL DRIVEWAY CROSSING	EA		\$ 3369.60	\$ 3369.60
42	6" DIP CASING FOR CONFLICTS	LF		\$ 60.40	\$ 60.40
43	SOD RESTORATION	LF		\$ 17.55	\$ 17.55

Item No.	Description	Unit	Estimated Quantity	Unit Bid Price	Total Bid Price
44	ROADWAY OVERLAY	SY		\$ 35.10	\$ 35.10
45	PRESSURE TEST LPM	LF		\$ 1.17	\$ 1.17
46	PRESSURE TEST FM	LF		\$ 1.17	\$ 1.17
47	SIDEWALK REMOVE & REPLACE 4"	SY		\$ 52.65	\$ 52.65
48	SIDEWALK REMOVE & REPLACE 6"	SY		\$ 63.18	\$ 63.18
49	<u>FURNISH AND INSTALL 2" DIA POLYETHELENE SERVICE LINES (CITYWIDE)</u>	<u>EA</u>	<u>25</u>	<u>\$ 2502.63</u>	<u>\$ 2502.63</u>
<u>50</u>	UTILITY LOCATES	LS	1	\$ 5265.00	\$ 5265.00

The undersigned proposer affirms that he has or will obtain all equipment necessary to complete the work described, that he has or will obtain and pay for all required permits and licenses from the appropriate agencies, and that his firm is authorized to do business in the State of Florida.

The undersigned proposer has not divulged to, discussed with, or compared this bid with the other bidders, and has not colluded with any other bidder or parties to a bid whatsoever. Further, the undersigned guarantees the truth and accuracy of all statements and answers contained in this proposal.

The undersigned proposer hereby certifies that the request for qualification has not been altered in any manner; and that proposer has received all the Addenda listed below and has incorporated them into his submittal listed herein. Failure to acknowledge the above requirements will render the submittal non-responsive and no further evaluation will occur.

Addendum _____ Issued No addenda issued

BIDDER'S INITIALS MP

Addendum _____ Issued _____

BIDDER'S INITIALS _____

DATE: 9.26.18

FOR: SUNSHINE LAND DESIGN, INC
(Firm Name)

[Signature]
(Witness)

BY: [Signature]
(Signature)

[Signature]
(Witness)

VICE PRESIDENT

(Title)

(Affix Seal)

[Signature]
(Corporate Attest by Secretary)

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:

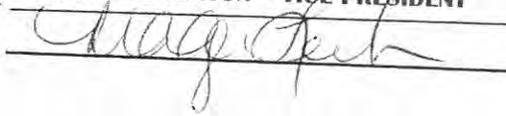
- (1) The Contractor is financially solvent and sufficiently experienced and competent to perform all the work required of the Contractor in the contract; and
- (2) That the facts stated in the Contractor's bid and information given the Contractor pursuant to the request or proposal for bids, instructions 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 if 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 26 TH DAY OF SEPTEMBER, 2018.

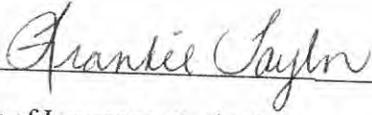
(SEAL)

CONTRACTOR:

BY: **MARGARET FENTON - VICE PRESIDENT**



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: 9.26.18

FOR: SUNSHINE LAND DESIGN, INC

[Signature]
(Witness)

BY: [Signature]
(Firm Name)
(Signature)

[Signature]
(Witness)

VICE PRESIDENT
(Title)

[Signature]
(Corporate Attest by Secretary)

(Affix Seal)

Sworn to and subscribed before me this 26 day of SEPTEMBER 20 18,

known to me, or identified as _____

in the City of STUART, County of MARTIN, State of FLORIDA,

Signed: [Signature] Notary Public

My Commission Expires: 12020 (Affix Seal)



5.5 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: **MARGARET FENTON - VICE PRESIDENT**

(print individual's name and title)

for: **SUNSHINE LAND DESIGN, INC**

(print name of entity submitting sworn statement)

whose business address is: **3291 SE LIONEL TERRACE, STUART FLORIDA 34997**

and (if applicable) its Federal Employer Identification Number (FEIN) is: **59-2712892**

(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 predecessor or successor of a person convicted of a public entity crime; or
 - 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 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.

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.

Chaga Paul
Signature

Sworn to and subscribed before me this 26 day of SEPTEMBER, 20 18.

Personally known X OR Produced Identification _____

Type of Identification

Notary Public – State of Florida

My Commission Expires: 1 20 20

SEAL OR STAMP



5.6 REQUEST FOR INFORMATION TO SUBMIT WITH IRS W-9 FORM

Federal Income Tax Law requires a Form 1099 with a valid taxpayer identification number to be filed for payments made in the course of conducting a trade or business. Further, these payments may be subject to Backup Federal Income Tax Withholding for all payees who have not submitted a correct Federal Tax Identification Number at the time of payment.

Please read this form and complete the information thereon before signing and **returning with a copy of your IRS W9 Form**. If you are a corporation, we will not issue you a Form 1099 (Reference: 1.6401-3(c)). However, kindly return this form to document your corporate status.

In order to avoid the possibility of future payments being held subject to Backup Withholding at a rate of 31%, please complete the form printed below and return this letter to the above address or E-mail request to: CityAccountsPayable@ci.stuart.fl.us

VENDOR NAME SUNSHINE LAND DESIGN, INC
DBA: _____

CORPORATE ADDRESS: 3291 SE LIONEL TERRACE
CITY: STUART

STATE: FL ZIP: 34997
TELEPHONE: (772-283-2648) 772-283-8944 FAX: (____) _____

ALTERNATE PHONE: (____) _____

COMPANY CONTACT NAME: MARGARET FENTON EMAIL ADDRESS: MFENTON@SUNSHINELANDDESIGN.COM

TYPE OF CERTIFICATION

- 1. MBE
- 2. MWBE
- 3. SBA
- 4. SDB
- 5. DVBE
- 6. Other: _____

"THE ABOVE INFORMATION WILL BE USED FOR PURCHASE ORDERS"

REMIT TO ADDRESS: 3291 SE LIONEL TERRACE
CITY: STUART

STATE: FL ZIP: 34997
TELEPHONE: (772-283-2648) FAX: (772-283-8944) ALTERNATE PHONE: (____) _____

COMPANY CONTACT NAME: MARGARET FENTON EMAIL ADDRESS: MFENTON@SUNSHINELANDDESIGN.COM

TYPE OF ORGANIZATION

- 1. Corporation
- 2. Partnership
- 3. Sole Proprietor
- 4. Individual
- 5. Government Agency
- 6. Other: _____

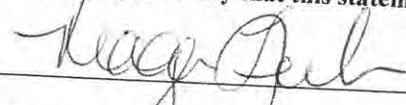
1099 REPORTING STATUS (Check One): Yes No

TAXPAYER IDENTIFICATION NUMBER:

Employer Identification Number: 59 - 2712892

Print name of Taxpayer if using SS#: _____

Under penalties of perjury, I certify that this statement is accurate and complete.

Signature:  Title: VICE PRESIDENT

Date: 9.26.18 Phone: (772) 283-2648

MARTIN COUNTY ORIGINAL
BUSINESS TAX RECEIPT

Honorable Ruth Pietruszewski CFC, Tax Collector
3485 S.E. Willoughby Blvd., Stuart, FL 34994
(772) 288-5604

Account 2008-513-1200 Cert CGC1511657 ROBER
Phone (772)283-2648 Sic No 236115
Location 3291 SE LIONEL TERR STU

Prev Yr	\$.00	Lic Fee	\$26.25
	\$.00	Penalty	\$.00
	\$.00	Coll-Fee	\$.00
	\$.00	Transfer	\$.00

TOTAL \$26.25



Has satisfied requirements to engage in the business, profession
or occupation of CERTIFIED GENERAL CONTRACTOR
at location listed for the period beginning on the
28 Day of SEPTEMBER
AND ENDING SEPTEMBER 30 2018

FENTON, MARGARET HELEN/QUAL
SUNSHINE LAND DESIGN
SCHINDLER, ROBERT (QUAL)
3291 SE LIONEL TERRACE
STUART, FL 34997

11 2016 61746.0005 PAID

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED BY RECEIPTING MACHINE.

ANYONE DOING BUSINESS WITHOUT A VALID BUSINESS TAX RECEIPT IS
SUBJECT TO A \$250 FINE. IF NOT PAID BY SEPT. 30th, A DELINQUENT PENALTY OF 10%
FOR THE MONTH OF OCTOBER, PLUS A 5% PENALTY FOR EACH MONTH THEREAFTER
UP TO 25%, PLUS COLLECTION COSTS WILL APPLY.

NOTE: A PENALTY IS IMPOSED FOR FAILURE TO KEEP THIS BUSINESS TAX RECEIPT
EXHIBITED CONSPICUOUSLY AT YOUR ESTABLISHMENT OR PLACE OF BUSINESS.



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

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

(850) 487-1395

TAYLOR, TIMOTHY RICHARD
SUNSHINE LAND DESIGN, INC.
3291 SE LIONEL TERRACE
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 barbecue 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!



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

CGC1519137

ISSUED: 06/19/2016

**CERTIFIED GENERAL CONTRACTOR
TAYLOR, TIMOTHY RICHARD
SUNSHINE LAND DESIGN, INC.**

IS CERTIFIED under the provisions of Ch. 489 FS.
Expiration date : AUG 31, 2018 L1606190001293

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

LICENSE NUMBER	
CGC1519137	

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018



TAYLOR, TIMOTHY RICHARD
SUNSHINE LAND DESIGN, INC.
3291 SE LIONEL TERRACE
STUART FL 34997



ISSUED: 06/19/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1606190001293



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

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

(850) 487-1395

FENTON, MARGARET HELEN
SUNSHINE LAND DESIGN, INC.

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DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

LICENSE NUMBER
CGC1518885

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018



FENTON, MARGARET HELEN
SUNSHINE LAND DESIGN, INC.
3291 SE LIONEL TERRACE
STUART FL 34997



ISSUED: 06/16/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1606160000801



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

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

(850) 487-1395

TAYLOR, TIMOTHY RICHARD
SUNSHINE LAND DESIGN, INC.
3291 LIONEL TERRACE
STUART FL 34997

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

CUC1223792

ISSUED: 06/19/2016

CERT UNDERGROUND & EXCAV CNTR
TAYLOR, TIMOTHY RICHARD
SUNSHINE LAND DESIGN, INC.

IS CERTIFIED under the provisions of Ch. 489 FS.
Expiration date : AUG 31, 2018 L1606190001482

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

LICENSE NUMBER	
CUC1223792	

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018



TAYLOR, TIMOTHY RICHARD
SUNSHINE LAND DESIGN, INC.
3291 SE LIONEL TERRACE
STUART FL 34997



ISSUED: 06/19/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1606190001482

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
SUNSHINE LAND DESIGN, INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
3291 SE LIONEL TERRACE

6 City, state, and ZIP code
STUART, FL 34997

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
			-			-		

or

Employer identification number									
5	9	-	2	7	1	2	8	9	2

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person Mark Taylor - VP Date 1/10/2018

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/tw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



SUNSHINE
LAND DESIGN

3291 S. E. Lionel Terrace, Stuart, Florida

TAB 7: PROHIBITION NON-COLLUSION/CONFLICT OF INTEREST

Sunshine Land Design, Inc. certifies that in connection with this solicitation the information provided has been arrived at independently, without consultation, communicated, or agreement with any other respondent or with any competitor for restricting competition, or in any other way influencing the competitive arena.

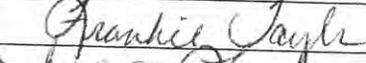
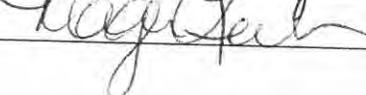
Sunshine Land Design, Inc. has no potential conflict of interest for this Agreement due to any other clients, contracts, or property interests.

Sunshine Land Design, Inc. has no employment or other contractual relationship with any City of Stuart employee, elected official or appointed official.

Sunshine Land Design, Inc. has no officer, director, partner or proprietor that is a City of Stuart purchasing agent, other employee, elected official or appointed official.

No City of Stuart employee, elected official or appointed official has a material or ownership interest in **Sunshine Land Design, Inc.**

Authorized personnel to sign on behalf of **Sunshine Land Design Inc,**

Timothy R. Taylor	President	
Frankie Taylor	Vice President	
Margaret Fenton	Vice President	



3291 S. E. Lionel Terrace, Stuart, Florida

TAB 8: OPTIONAL INFORMATION

Sunshine Land Design, Inc. would like to submit to the City of Stuart the following current contracts for reference. Due to the size of the contracts, they shall be furnished upon request.

Martin County RFB# 2012-2559 – Underground Utility Construction & Maintenance
Martin County RFB# 2012-2514 – Infrastructure Construction & Maintenance

Jimmy Pasanica
CHIEF FINANCIAL OFFICER
Julius Hale
DIVISION DIRECTOR



FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL
200 East Gaines Street - Tallahassee, Florida 32399-0312
Tel: 850-413-5644 Fax: 850-410-2467

Cashin Shree
BUREAU CHIEF
Kathleen McCarthy
SAFETY PROGRAM MANAGER

RENEWAL INVOICE

Authority Number: FPC13-000016

Sunshine Land Design, Inc
3291 SE Lionel Terrace
Stuart FL 34997

Invoice Date: 04/18/2018

Invoice Number: F00021509 - 1509

Type/Class	Description	Line No	Renew ?	Amount
09/15	FPC13-000016 Sunshine Land Design Inc - Joshua Hamm - Joshua Hamm	0001	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	150.00

Subtotal: \$ 150.00
Subtract do not renew fees: \$
Adjusted amount due: \$ 150.00

EDUCATION TRAINING INSTITUTE

CERTIFICATE OF COMPLETION

This is to certify that

Joshua Hamm

has completed the course

FP8978 - Basic Business Communication

1 - Bus Practices continuing education units (CEUs)
were completed during this course study

May 19, 2018

ETI Educational
Training Institute


CHRISTOPHER COX
Secretary/Adm. Dir.

EDUCATION TRAINING INSTITUTE

CERTIFICATE OF COMPLETION

This is to certify that

Joshua Hamm

has completed the course

FP8356 - Underground Fire Protection

1.0 Technical continuing education units (CEUs)
were completed during this course study

May 19, 2018




CHRISTOPHER COX
Secretary

EDUCATION TRAINING INSTITUTE

CERTIFICATE OF COMPLETION

This is to certify that

Joshua Hamm

has completed the course

FP5386-Inspection Procedures

1.0 Technical continuing education units (CEUs)
were completed during this course study

May 19, 2018

ETI Educational
Training Institute


CHRISTOPHER COX

Director of Training

EDUCATION TRAINING INSTITUTE

CERTIFICATE OF COMPLETION

This is to certify that

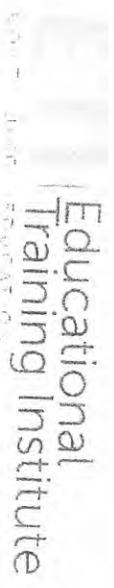
Joshua Hamm

has completed the course

FP5076 - Basic Mathematics

2.0 Technical continuing education units (CEUs)
were completed during this course study

May 19, 2018




CHRISTOPHER COX
General Manager

EDUCATION TRAINING INSTITUTE

CERTIFICATE OF COMPLETION

This is to certify that

Joshua Hamm

has completed the course

FP4890 - Fire Pumps

1.0 Technical continuing education units (CEUs)
were completed during this course study

May 21, 2018

ETI Educational
Training Institute
EDUCATION


CHRISTOPHER COX
Secretary/Adviser

EDUCATION TRAINING INSTITUTE

CERTIFICATE OF COMPLETION

This is to certify that

Joshua Hamm

has completed the course

FP4740 - Role of the Inspector

1.0 Technical continuing education units (CEUs)
were completed during this course study

May 21, 2018

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Training Institute


CHRISTOPHER COX, Secretary/Adm. Dir.

EDUCATION TRAINING INSTITUTE

CERTIFICATE OF COMPLETION

This is to certify that

Joshua Hamm

has completed the course

FP4461 – FL Fire Prevention Code: FPC

4.0 Technical continuing education units (CEUs)
were completed during this course study

May 19, 2018

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ESTABLISHED 1978

CHRISTOPHER COX

Secretary/Assistant



EDUCATION TRAINING INSTITUTE

CERTIFICATE OF COMPLETION

This is to certify that

Joshua Hamm

has completed the course

FP4378 – Intro to OSHA Subpart C

1.0 Safety continuing education units (CEUs)
were completed during this course study

May 20, 2018

 Educational
Training Institute


CHRISTOPHER COX, Secretary

EDUCATION TRAINING INSTITUTE

CERTIFICATE OF COMPLETION

This is to certify that

Joshua Hamm

has completed the course

FP4365-Workers Compensation

1.0 Workers Comp continuing education units (CEUs)
Were completed during this course study

May 20, 2018

 Educational
Training Institute
EDUCATION TRAINING INSTITUTE


CHRISTOPHER COX | Secretary

EDUCATION TRAINING INSTITUTE

CERTIFICATE OF COMPLETION

This is to certify that

Joshua Hamm

has completed the course

FP4356 - Microbiological Corrosion

1.0 Technical continuing education units (CEUs)
were completed during this course study

May 19, 2018

ETI Educational
Training Institute
CORPORATE TRAINING EDUCATION

CHRISTOPHER COX | 507-437-4000





This Certifies that
Mike Dexter

Has Completed a Florida Department of Transportation Approved
Temporary Traffic Control (TTC) Intermediate Course.

Date Expires: 10/31/2021

Certificate # 33568

Instructor: Roy Weddle

FDOT Provider # 125

Florida Association of Safety Councils

Phone: 877-413-3272

State of Florida

Local Safety Councils,

fascfsafety.org

nfscta@embarqmail.com



FLORIDA ASSOCIATION
OF SAFETY COUNCILS

Certificate of Completion

Mike Dexter

Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Intermediate Course.

10/31/2021

Date Expires

125

FDOT Provider #

Roy Weddle

Instructor

33568

Certificate #



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State of Florida
Local Safety Councils,
fascsafty.org
nfsctal@embarqmail.com



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This Certifies that
Matthew Kitt

Has Completed a Florida Department of Transportation Approved
Temporary Traffic Control (TTC) Intermediate Course.

Date Expires: 10/31/2021 Certificate # 33569
Instructor: Roy Weddle FDOT Provider # 125

Florida Association of Safety Councils
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State of Florida
Local Safety Councils,
fascsafty.org
nfsctal@embarqmail.com



Certificate of Completion

Matthew Kitt

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10/31/2021

Date Expires

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Roy Weddle

Instructor

33569

Certificate #



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Instructor: Roy Weddle

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nfsctal@embarqmail.com



Certificate of Completion

Jared W. Williams

**Has Completed a Florida Department of
Transportation Approved Temporary Traffic
Control (TTC) Intermediate Course.**

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Date Expires

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FDOT Provider #

Roy Weddle

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Juan M. Salvador

Has Completed a Florida Department of Transportation Approved
Temporary Traffic Control (TTC) Intermediate Course.

Date Expires: 10/31/2021
Instructor: Roy Weddle

Certificate # 33571
FDOT Provider # 125

Florida Association of Safety Councils
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nfsctal@embarqmail.com



Certificate of Completion

Juan M. Salvador

**Has Completed a Florida Department of
Transportation Approved Temporary Traffic
Control (TTC) Intermediate Course.**

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Date Expires

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FDOT Provider #

Roy Weddle

Instructor

33571

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This Certifies that
Stanley W. Johnson

Has Completed a Florida Department of Transportation Approved
Temporary Traffic Control (TTC) Intermediate Course.

Date Expires: 10/31/2021

Certificate # 33572

Instructor: Roy Weddle

FDOT Provider # 125

Florida Association of Safety Councils

Phone: 877-413-3272

State of Florida

Local Safety Councils,

fascsafty.org

nfsctal@embarqmail.com



Certificate of Completion

Stanley W. Johnson

**Has Completed a Florida Department of
Transportation Approved Temporary Traffic
Control (TTC) Intermediate Course.**

10/31/2021

Date Expires

125

FDOT Provider #

Roy Weddle

Instructor

33572

Certificate #



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State of Florida
Local Safety Councils,
fascasafety.org
nfsctal@embarqmail.com



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This Certifies that
Ryan S. Fenton

Has Completed a Florida Department of Transportation Approved
Temporary Traffic Control (TTC) Intermediate Course.

Date Expires: 10/31/2021 Certificate # 33573
Instructor: Roy Weddle FDOT Provider # 125

Florida Association of Safety Councils
Phone: 877-413-3272
State of Florida
Local Safety Councils,
fascasafety.org
nfsctal@embarqmail.com



Certificate of Completion

Ryan S. Fenton

**Has Completed a Florida Department of
Transportation Approved Temporary Traffic
Control (TTC) Intermediate Course.**

10/31/2021

Date Expires

125

FDOT Provider #

Roy Weddle

Instructor

33573

Certificate #



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fascasafety.org
nfsctal@embarqmail.com



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This Certifies that
Jaroslav Hunar

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Temporary Traffic Control (TTC) Intermediate Course.

Date Expires: 10/31/2021

Certificate # 33574

Instructor: Roy Weddle

FDOT Provider # 125

Florida Association of Safety Councils

Phone: 877-413-3272

State of Florida

Local Safety Councils,

fascsafety.org

nfsctal@embarqmail.com



Certificate of Completion

Jaroslav Hunar

Has Completed a Florida Department of
Transportation Approved Temporary Traffic
Control (TTC) Intermediate Course.

10/31/2021

Date Expires

125

FDOT Provider #

Roy Weddle

Instructor

33574

Certificate #



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Local Safety Councils,
fascfsafety.org
nfsctal@embarqmail.com



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This Certifies that
Robert A. Mayer

Has Completed a Florida Department of Transportation Approved
Temporary Traffic Control (TTC) Intermediate Course.

Date Expires: 10/31/2021

Certificate # 33575

Instructor: Roy Weddle

FDOT Provider # 125

Florida Association of Safety Councils

Phone: 877-413-3272

State of Florida

Local Safety Councils,

fascsafty.org

nfscfal@embarrmail.com



Certificate of Completion

Robert A. Mayer

**Has Completed a Florida Department of
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Control (TTC) Intermediate Course.**

10/31/2021

Date Expires

125

FDOT Provider #

Roy Weddle

Instructor

33575

Certificate #



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Local Safety Councils,
fascsafty.org
nfscstl@embargmail.com



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This Certifies that
Alexander Morales Roblero

Has Completed a Florida Department of Transportation Approved
Temporary Traffic Control (TTC) Intermediate Course.

Date Expires: 10/31/2021 Certificate # 33576
Instructor: Roy Weddle FDOT Provider # 125

Florida Association of Safety Councils
Phone: 877-413-3272
State of Florida
Local Safety Councils,
fascfsafety.org
nfsctal@embarqmail.com



Certificate of Completion

Alexander Morales Roblero

Has Completed a Florida Department of
Transportation Approved Temporary Traffic
Control (TTC) Intermediate Course.

10/31/2021

Date Expires

125

FDOT Provider #

Roy Weddle

Instructor

33576

Certificate #



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State of Florida
Local Safety Councils,
fascsafty.org
nfscstl@embargmail.com



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Control (TTC) or to verify this certificate
www.motadmin.com



**Department of
Environmental Protection**
2600 Blair Stone Road, M.S. 3570
Tallahassee, Florida 32399-2400

June 6, 2008

Congratulations on successfully completing the Florida Stormwater Erosion and Sedimentation Control Inspector Training Program. I greatly appreciate your participation in and successful completion of this course. I hope that it has helped you to better understand Florida's stormwater problems and the importance of proper design, construction, and maintenance of erosion and sediment controls during construction, in order to assure the proper long-term operation and maintenance of stormwater systems after construction is completed.

Attached you will find your numbered certificate and wallet card. Please let me know if there are any errors in the certificate or card, or in the grading of your exam. If I can be of

further assistance, please do not hesitate to contact me at 850/245-8294 or via email: heather.ritchie@dep.state.fl.us

Edelso Ortiz-Hernandez
Sunshine Land Design, Inc.
3291 S.E. Lionel Terrace
Stuart FL 34997

DEPARTMENT OF
ENVIRONMENTAL PROTECTION
STORMWATER EROSION AND SEDIMENTATION CONTROL
INSPECTOR TRAINING PROGRAM

Edelso Ortiz-Hernandez

S/22/2008 Inspector # 19489
QUALIFIED STORMWATER MANAGEMENT INSPECTOR

**QUALIFIED
STORMWATER MANAGEMENT
INSPECTOR**

The undersigned hereby acknowledges that

Edelso Ortiz-Hernandez

has successfully met all requirements necessary to be fully certified through the Florida Department of Environmental Protection Stormwater Erosion and Sedimentation Control Inspector Training Program

Inspector #19489

5/22/2008

John Abendroth
John Abendroth

Heather Ritchie
Heather Ritchie



Department of Environmental Protection

2600 Blair Stone Road, M.S. 3570
Tallahassee, Florida 32399-2400

June 6, 2008

Congratulations on successfully completing the Florida Stormwater Erosion and Sedimentation Control Inspector Training Program. I greatly appreciate your participation in and successful completion of this course. I hope that it has helped you to better understand Florida's stormwater problems and the importance of proper design, construction, and maintenance of erosion and sediment controls during construction, in order to assure the proper long-term operation and maintenance of stormwater systems after construction is completed.

Attached you will find your numbered certificate and wallet card. Please let me know if there are any errors in the certificate or card, or in the grading of your exam. If I can be of further assistance, please do not hesitate to contact me at 850/245-8294 or via email: heather.ritchie@dep.state.fl.us

Ryan Fenton
Sunshine Land Design, Inc.
3291 S.E. Lionel Terrace
Stuart FL 34997

DEPARTMENT OF
ENVIRONMENTAL PROTECTION
STORMWATER EROSION AND SEDIMENTATION CONTROL
INSPECTOR TRAINING PROGRAM

Ryan Fenton

5/22/2008 Inspector # 19473
QUALIFIED STORMWATER MANAGEMENT INSPECTOR

QUALIFIED STORMWATER MANAGEMENT INSPECTOR

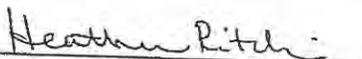
The undersigned hereby acknowledges that

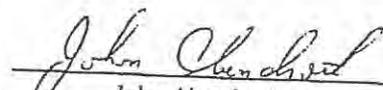
Ryan Fenton

has successfully met all requirements necessary to be fully certified through the Florida Department of Environmental Protection Stormwater Erosion and Sedimentation Control Inspector Training Program

5/22/2008

Inspector #19473


Heather Ritchie


John Abendroth



Department of Environmental Protection

2600 Blair Stone Road, M.S. 3570
Tallahassee, Florida 32399-2400

June 6, 2008

Congratulations on successfully completing the Florida Stormwater Erosion and Sedimentation Control Inspector Training Program. I greatly appreciate your participation in and successful completion of this course. I hope that it has helped you to better understand Florida's stormwater problems and the importance of proper design, construction, and maintenance of erosion and sediment controls during construction, in order to assure the proper long-term operation and maintenance of stormwater systems after construction is completed.

Attached you will find your numbered certificate and wallet card. Please let me know if there are any errors in the certificate or card, or in the grading of your exam. If I can be of further assistance, please do not hesitate to contact me at 850/245-8294 or via email: heather.ritchie@dep.state.fl.us

Timothy Taylor
Sunshine Land Design, Inc.
3291 S.E. Lionel Terrace
Stuart, FL 34997

DEPARTMENT OF
ENVIRONMENTAL PROTECTION
STORMWATER EROSION AND SEDIMENTATION CONTROL
INSPECTOR TRAINING PROGRAM

Timothy Taylor

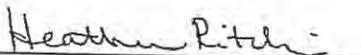
5/22/2008 Inspector #19521
QUALIFIED STORMWATER MANAGEMENT INSPECTOR

QUALIFIED STORMWATER MANAGEMENT INSPECTOR

The undersigned hereby acknowledges that

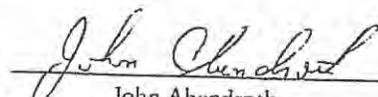
Timothy Taylor

has successfully met all requirements necessary to be fully certified through the Florida Department of Environmental Protection Stormwater Erosion and Sedimentation Control Inspector Training Program


Heather Ritchie

5/22/2008
Inspector #19521

8 CEUs Provider 004-0001229/Course 0002207


John Abendroth



SUNSHINE

LAND DESIGN

3291 S. E. Lionel Terrace, Stuart, Florida

TAB 9: ADDENDA –

No Addendum issued as of September 26, 2018



City of Stuart

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

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

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

LEGAL NOTICE FOR RFQL# 2019-300

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 bid package can be obtained by Registering for FREE at <http://demandstar.com/subscriptions>. Click on "DemandStar FREE AGENCY".

Firms desiring to provide the services described shall submit one (1) original (marked "**ORIGINAL**") and seven (7) copies (marked **COPY**) and one (1) electronic copy on a flash drive, of their proposals, containing all of the required information **no later than 2:30 pm, September 26, 2018**. Submittals received after that date and time will not be accepted or considered and will be retained in the Procurement Office unopened. A **Letter of Bonding must be submitted with the proposal submittal**.

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: RFQL# 2019-300 "Underground Utility Construction Services"

Publish Date: August 30, 2018

Stuart City Commission
City of Stuart

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RFQL #2019-300
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 #2019-300“Underground Utility Construction Services”** The envelope shall also include the proposer's return address.

Respondents shall submit one (1) original and seven (7) 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, SEPTEMBER 26, 2018.***

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 RFQL shall be acknowledged, signed and submitted. Failure to acknowledge all addenda may result in disqualification.

Proposers must register with DemandStar in order to receive all required documents and notification of addenda. Register for FREE at <http://www.onvia.com/demandstar-subscriptions>. Click on “Onvia DemandStar FREE AGENCY”.

All questions or requests for additional information shall be directed to the Procurement and Contracting Services Division, fax 772-600-0134, email: purchasing@ci.stuart.fl.us.

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 5.2).

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 (Item 5.5).

1.13 SCRUTINIZED COMPANIES LIST

Pursuant to Sections 287.135, 215.4725, and 215.473, of the Florida Statutes which prohibits agencies from contracting with any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, participation in the Boycott of Israel, the Scrutinized Companies with Activities in the Iran Petroleum Energy List, and is not engaged in business operations in Cuba or Syria are prohibited from contracting for goods or services in any amount at the time of submitting to this RFP through the term of this contract, including renewals or extensions. If firm is found negligent, contract shall be terminated; and submission of a false certification may subject firm to civil penalties, attorney’s fees, and/or costs; may not transact business with any public entity for a period of 36 months. Questions regarding this statement should be directed to the State of Florida, Bureau of State Procurement (850) 488-8440.

1.14 **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

1.15 **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.

1.16 **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"**.

1.17 **PUBLIC RECORDS**

Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action

Note: If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at 772-288-5306 or PublicRecordsRequest@ci.stuart.fl.us, City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, Fl. 34994 per F.S. 119.12.

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

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall

- destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- E. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
 - F. If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
 - G. A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. 119.10.
 - H. If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
 - 1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
 - 2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
 - I. A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
 - J. A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

1.18 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 RFQL 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. City of Stuart permit fees will be waived by the City, however, fines and penalties will be assessed based upon standard fee structure. 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.

1.19 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.

1.20 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 qualifiers 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, not to exceed 6 months, 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 only when a written request is received a minimum of ninety (90) days prior to the renewal date. 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 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.

1.22 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.

1.23 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 RFQL.

1.24 TRENCH SAFETY ACT

The Contractor shall comply with F.S. 553.60-553.64.

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 RFQL 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 RFQL 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. 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 on an as needed basis. 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:

- A. The Channel Basin low pressure sewer system will provide sewer service to approximately 18 residential properties that abut Frazier Creek. The project consists of approximately 2,400 linear feet of force main (2-inch to 3-inch diameter), a lift station upgrade, valves, fittings, and appurtenances.
- B. The Dolphin Basin low pressure sewer system will provide sewer service to approximately 132 residential properties. The project consists of approximately 7,660 linear feet of low pressure force main (2-inch to 3-inch diameter), valves, fittings, and appurtenances.

- C. The Poppleton Basin low pressure sewer system will provide sewer service to approximately 94 residential properties. The project consists of approximately 5,600 linear feet of low pressure main (2-inch through 4-inch).
- D. The Palm Beach Basin low pressure sewer system will provide sewer service to approximately 90 residential properties. The project consists of approximately 4,200 linear feet of low pressure force main (2-inch to 3-inch diameter),
- E. The East Stuart Basin low pressure sewer system will provide sewer service to approximately 10 residential properties. The project consists of approximately 800 linear feet of low pressure force main (2-inch to 3-inch diameter).
- F. Collection System installations throughout the City's Service Area using directional drill technology, including the following:
 - Low Pressure Sanitary Sewer lines and appurtnances
 - 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 five (5) projects in the last ten (10) 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, if greater than \$50,000. 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

Martin Luther King Day

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day & Day After

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 RFQL. The interested firm or individual must submit one (1) original and seven (7) copies of their proposal, including **one (1) electronic copy (PDF format preferred) on a flash drive** 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's 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 five projects (5), applicable to Item 2.2B. Title and brief description of each project shall include:

- 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 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 ~ Submittal Forms & Other Requested Information:

- Business Tax Receipt requirements for their business location. A copy of the business tax receipt or proof of exemption shall be included with response submittal.
- Public Entity Crimes (Attachment C)
- License
- Warranties
- Request for Information to submit with IRS W-9 Form (Attachment D)

Tab 7 ~ 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.

Include a list of authorized personnel to sign on behalf of the company.

Tab 8 ~ 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 9 ~ Addenda (if applicable): All addenda issued pursuant to this solicitation must be acknowledged, signed, and submitted as part of the proposal package. Failure to include may be grounds for disqualification.

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.

<u>EVALUATION CATEGORIES</u>	<u>POINTS POSSIBLE</u>
Project experience and References	40 pts
Overall knowledge, & qualifications	30 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 by 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.

- 4.4 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 ten (10) days, instead of the City's policy of Net 30 Days After Receipt of Invoice (ARI). If acknowledged on Work Order Request, payment will be made to the awarded contract by the Visa Pcard at the original bid price. City shall not pay any service charges or fees for Pcard transactions.

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	EA		\$	\$
20	FURNISH AND INSTALL 2" PRESSURE CLEANOUT ASSEMBLY	EA		\$	\$

Item No.	Description	Unit	Estimated Quantity	Unit Bid Price	Total Bid Price
21	FURNISH AND INSTALL 3" PRESSURE CLEANOUT ASSEMBLY	EA		\$	\$
22	FURNISH AND INSTALL 4" PRESSURE CLEANOUT ASSEMBLY	EA		\$	\$
23	FURNISH AND INSTALL 6" PRESSURE CLEANOUT ASSEMBLY	EA		\$	\$
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	<u>FURNISH AND INSTALL 2" DIA POLYETHELENE SERVICE LINES (CITYWIDE)</u>	<u>EA</u>	<u>25</u>	<u>\$</u>	<u>\$</u>
50	UTILITY LOCATES	LS	1	\$	\$

The undersigned proposer affirms that he has or will obtain all equipment necessary to complete the work described, that he has or will obtain and pay for all required permits and licenses from the appropriate agencies, and that his firm is authorized to do business in the State of Florida.

The undersigned proposer has not divulged to, discussed with, or compared this bid with the other bidders, and has not colluded with any other bidder or parties to a bid whatsoever. Further, the undersigned guarantees the truth and accuracy of all statements and answers contained in this proposal.

The undersigned proposer hereby certifies that the request for qualification has not been altered in any manner; and that proposer has received all the Addenda listed below and has incorporated them into his submittal listed herein. Failure to acknowledge the above requirements will render the submittal non-responsive and no further evaluation will occur.

Addendum _____ Issued _____ BIDDER'S INITIALS _____

Addendum _____ Issued _____ BIDDER'S INITIALS _____

DATE: _____

FOR: _____
(Firm Name)

(Witness)

BY: _____
(Signature)

(Witness)

(Title)

(Affix Seal)

(Corporate Attest by Secretary)

State the true, exact, correct and complete name of the partnership, corporation, or trade name under which you do business, and the physical address of the place of business (Post Office Box is neither appropriate nor acceptable). If a CORPORATION, state the name of the President, Secretary and Resident Agent. If a PARTNERSHIP, state the names of all partners. If a TRADE NAME, state the names of the individuals who do business under the trade name. If the firm is a foreign corporation (i.e. non-Florida), it must be authorized to do business in the State of Florida by the Florida Secretary of State.

PLEASE PRINT OR TYPE.

Firm Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Facsimile Number: _____

Name

Title

Name

Title

Name

Title

(Add additional sheets, if necessary)

5.2 INSURANCE REQUIREMENTS

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.

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.

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	\$100,000 Any 1 Fire
➤	Medical Expense	\$10,000 Any 1 Person

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 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 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.

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

5.6 REQUEST FOR INFORMATION TO SUBMIT WITH IRS W-9 FORM

Federal Income Tax Law requires a Form 1099 with a valid taxpayer identification number to be filed for payments made in the course of conducting a trade or business. Further, these payments may be subject to Backup Federal Income Tax Withholding for all payees who have not submitted a correct Federal Tax Identification Number at the time of payment.

Please read this form and complete the information thereon before signing and **returning with a copy of your IRS W9 Form**. If you are a corporation, we will not issue you a Form 1099 (Reference: 1.6401-3(c)). However, kindly return this form to document your corporate status.

In order to avoid the possibility of future payments being held subject to Backup Withholding at a rate of 31%, please complete the form printed below and return this letter to the above address or E-mail request to: CityAccountsPayable@ci.stuart.fl.us

VENDOR NAME _____

DBA: _____

CORPORATE ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: (____) _____ FAX: (____) _____ ALTERNATE PHONE: (____) _____

COMPANY CONTACT NAME: _____ EMAIL ADDRESS: _____

TYPE OF CERTIFICATION

- | | | |
|----------------------------------|---------------------------------|--|
| 1. <input type="checkbox"/> MBE | 3. <input type="checkbox"/> SBA | 5. <input type="checkbox"/> DVBE |
| 2. <input type="checkbox"/> MWBE | 4. <input type="checkbox"/> SDB | 6. <input type="checkbox"/> Other: _____ |

“THE ABOVE INFORMATION WILL BE USED FOR PURCHASE ORDERS”

REMIT TO ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: (____) _____ FAX: (____) _____ ALTERNATE PHONE: (____) _____

COMPANY CONTACT NAME: _____ EMAIL ADDRESS: _____

TYPE OF ORGANIZATION

- | | | |
|---|---|---|
| 1. <input type="checkbox"/> Corporation | 3. <input type="checkbox"/> Sole Proprietor | 5. <input type="checkbox"/> Government Agency |
| 2. <input type="checkbox"/> Partnership | 4. <input type="checkbox"/> Individual | 6. <input type="checkbox"/> Other: _____ |

1099 REPORTING STATUS (Check One): Yes No

TAXPAYER IDENTIFICATION NUMBER:

Employer Identification Number: _____ - _____

Print name of Taxpayer if using SS#: _____

Under penalties of perjury, I certify that this statement is accurate and complete.

Signature: _____ Title: _____

Date: _____ Phone: (____) _____

5.7 SAMPLE MASTER AGREEMENT

PROJECT:

CONTRACTOR: _____

AGREEMENT FOR SERVICES

THIS AGREEMENT, hereinafter "Contract," made and entered into the ____ day of _____, 2018 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 Contractor for provision of Underground Utility Construction Services by the Contractor and the payment 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 as hereinafter provided. 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. Extension of the contract for additional thirty (30) day periods, not to exceed 6 months, for the convenience of either party shall be permissible at the mutual consent of both parties.

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 only when a written request is received a minimum of ninety (90) days prior to the renewal date. It is also expected that de-escalation of prices will be extended to the City if the market so reflects.

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 Bid 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 invoices to the City for work accomplished and accepted by the City under this Contract. Each invoice shall be detailed and include, but not be limited to, a legible copy of the estimate approved by the City Representative, and the date work was completed and accepted by the City.

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, unless Contractor accepts the Visa Pcard.

If Contractor acknowledges acceptance of purchasing VISA card, all payments for services rendered shall be compensated within 10 days of invoice approval by the City. City shall not pay any service charges or fees for Pcard transactions.

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 thirty (30) 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 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.

9.4 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.

9.5 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

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor’s duty to provide public records relating to this contract, contact the office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at 772-288-5306 or PublicRecordsRequest@ci.stuart.fl.us, City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, Fl. 34994 per F.S. 119.12.

Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action with F.S. 119.0701 the Contractor shall:

Keep and maintain public records required by the public agency to perform the service.

Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A request to inspect or copy public records relating to a public agency’s contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a contractor does not comply with the public agency’s request for records, the public agency shall enforce the contract provisions in accordance with the contract.

A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. [119.10](#).

If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

- The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
- At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

A notice complies with subparagraph above, if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

Section 16. Scrutinized Companies List

Pursuant to Sections 287.135, 215.4725, and 215.473, of the Florida Statutes which prohibits agencies from contracting with any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, participation in the Boycott of Israel, the Scrutinized Companies with Activities in the Iran Petroleum Energy List, and is not engaged in business operations in Cuba or Syria are prohibited from contracting for goods or services in any amount at the time of submitting to this ITB through the term of this contract, including renewals or extensions.

By signature of this agreement, Contractor certifies and attests that firm is not on any list, engaged in any business operations, or participates in activities as specified in this section. If firm is found negligent, contract shall be terminated; and submission of a false certification may subject firm to civil penalties, attorney's fees, and/or costs.

Section 17. 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” - "Unit Pricing Schedule"

“Exhibit D” - "Insurance and Indemnification"

“Exhibit E” - "Evidence of Bondability, and/or a Letter of Credit from Surety”

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

MARY KINDEL
CITY CLERK

KELLI GLASS LEIGHTON
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

WITNESSES:

CONTRACTOR

(Signature)

(Signature)

(Signature)

Printed Name

Title

5.8 SAMPLE 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:
RFQ#
Department:

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.

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. 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.

55. 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.

56. 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.

57. 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.

58. 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.

59. POWER/UTILITIES: The Contractor shall furnish all electrical or other power required for construction, testing and trial operation prior to final acceptance by Owner.

60. 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.

61. 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.

62. 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.

63. 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.

64. 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.

65. 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.

