# Addendum #7 - Cost Work Sheet

## E-Bid #20210123

# F-19 Raw Water Main Construction Project Schedule A

Company Name: Felix Associates of Florida, Inc.

LINE #	PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
						<del></del>
1	101- 1A	Mobilization	LS	1	\$42,200.00	\$42,200.00
2	101- 18	Grading / Final Dressing	LS	1	\$8,504.00	\$8,504.00
3	101-1C	Survey / Layout / Final As-Builts	LS	1	\$8,975.00	\$8,975.00
4	101- 1D	Payment / Performance Bond	LS	1	\$11,530.00	\$11,530.00
5	101- 1E	Quality Control Testing	LS	1	\$9,558.00	\$9,558.00
6	101- 1F	NPDES Permit	LS	1	\$444.00	\$444.00
7	102- 1A	Maintenance of Traffic	LS	1	\$999.00	\$999.00
8	104- 10- 3	Sediment Barrier	LF	1090	\$2.00	\$2,180.00
9	110- 1- 1	Clearing and Grubbing (approx 13,300 ft)	LS	1	\$22,016.00	\$22,016.00
10	120- 6	Embankment	CY	12	\$53.00	\$636.00
12	160- 4	Type B Stabilization, 12"	SY	431	\$7.00	\$3,017.00
13	285-703	Optional Base, Base Group 03 (aggregate driveway)	SY	78	\$17.00	\$1,326.00
14	285-706	Optional Base, Base Group 06 (X2 in pavement location)	SY	178	\$30.00	\$5,340.00
15	334- 1- 538	Superpave Asphaltic Concrete, SP-12.5, Traffic B	TN	7	\$657.00	\$4,599.00
19	430- 174- 230	Pipe Culvert, Elliptical, 30"	LF	44	\$185.00	\$8,140.00
20	430- 984- 633	Mitered End Section, 30" Elliptical	EA	2	\$2,173.00	\$4,346.00
23	550-10-221	Fencing, Type B, 5.1-6.0', W Barb Wire Attmy	LF	523	\$41.00	\$21,443.00
24	550-60-225	Fence Gate, Type B, Dbl, 20.1-24' Opening	EA	1	\$8,200.00	\$8,200.00
25	530-74	Bedding Stone	TN	2	\$70.00	\$140.00
28	570- 1- 2	Performance Turf, Sod	SY	80	\$2.50	\$200.00
29	700- 1- 11	Single Post Sign, F&I, Less Than 12SF, Ground Mount	AS	2	\$583.00	\$1,166.00
30	700- 1- 50	Single Post Sign, Relocate, Less Than 12SF, Ground Mount	AS	5	\$82.00	\$410.00
31	711- 11- 125	Thermoplastic, White, Solid, 24" For Stop Line and Crosswalk	LF	10	\$56.00	\$560.00
32	711- 15- 101	Thermoplastic, White, Solid, 6"	GM	0.049	\$11,324.00	\$554.88
33	711- 15- 201	Thermoplastic, Yellow, Solid, 6"	GM	0.043	\$12,904.00	\$554.87
34	1050- 31- 216	Utility Pipe - PVC C900, F&I, 16" Raw Water	LF	42	\$256.00	\$10,752.00
35	1050- 42- 202	Utility Pipe - 2" HDPE, F&I, DR 9 Conduit with 1/4" SS Straps at 8' OC.	LF	1,950	\$4.00	\$7,800.00
36	1055- 31- 516	Utility Fittings, PVC, 16" Cap/Plug	EA	1	\$1,106.00	\$1,106.00
37	1080- 23- 116	Utility Fixture, Tapping Saddle/Sleeve, F&I, 16"	EA	1	\$21,060.00	\$21,060.00
38	1080- 24- 112	Utility Fixture, Gate Valve, F&I, 12"	EA	1	\$4,430.00	\$4,430.00
39	1080- 24- 116	Utility Fixture, Gate Valve, F&I, 16"	EA	2	\$8,357.00	\$16,714.00
40	1080- 32- 116	Utility Fixture, Sample Point, F&I, 16"	EA	2	\$838.00	\$1,676.00
43	PB-1	Pull Boxes, F&I, Quazite, PG1730BB18	EA	2	\$1,421.00	\$2,842.00
44	PVC-1	2" SCH 80 PVC, F&I, Conduit With Fittings	LF	250	\$6.30	\$1,575.00
45	FO-1	F&I, 12 Fiber Altos Gel Free Fiber Optic Cabling, Corning Siecor	LF	2,300	\$1.39	\$3,197.00
46	FO-2	Traceable Pull Tape, Fibertek, WPT 1800	LF	2,300	\$3.71	\$8,533.00
47	FO-3	Fiber Optic Patch Panel, Fiber Terminations in F-19 and F-17, Installed W/In F-17 Panel, 3M 8432, Patch Cables, Fan Out Connections, Accessories for ST/ST Connection to Existing Fiber Converter or Switch, Single Mode	LS	1	\$1,733.00	\$1,733.00
50				<u> </u>	Base Bid	\$248,456.75
51					NEW VICTOR S	
52		Alternate 1				
53	1050- 42- 216	Utility Pipe - Fusible PVC, F&I, 16" Raw Water	LF	1,950	\$242.00	\$471,900.00
54	1055- 31- 116	Utility Fittings, PVC, 16" 11.25, 45, 90 Degree Bend Elbow	EA	5	\$3,316.00	\$16,580.00
55					+ Alternate 1	\$736,936.75
						With the Control of the Control
56						

## Addendum #7 - Cost Work Sheet

## E-Bid #20210123

# F-19 Raw Water Main Construction Project Schedule A

Company Name: Felix Associates of Florida, Inc.

LINE #	PAY ITEM NO. PAY ITEM DESCRIPTION		UNIT	QUANTITY	UNIT COST	TOTAL
57	Alternate 2				N	
58	1050- 42- 218a	Utility Pipe - Fusible HDPE, DR11, PE4710, C906 F&I, 18" Raw Water	LF	1,950	\$168.00	\$327,600.00
59	1050- 42- 218b	Utility Pipe - Fusible HDPE, DR11, PE4710, C906 F&I, 18" MJ Adapter w/316 SS Stiffener and Restraints	EA	2	\$3,153.00	\$6,306.00
60	1055- 31- 116	Utility Fittings, PVC, 16" 11.25, 45, 90 Degree Bend Elbow	EA	3	\$3,450.00	\$10,350.00
61	1055- 31- 118a	Utility Fittings, PVC, 18" 11.25 Degree Bend Elbow	EA	5	\$1,435.00	\$7,175.00
62				Base Bid	+ Alternate 2	\$599,887.75

Contractor's Signature: \_\_\_

Contractor's Name: Benjamin Miller

Contractor's Phone Number: (772) 220-2722

Contractor's Email Address: bmiller@felixassociates.net

# CONTRACTOR'S GENERAL INFORMATION WORKSHEET/QUESTIONNAIRE E-Bid #20210123 – ATTACHMENT G

It is understood and agreed that the following information is to be used by the City to determine the qualifications of prospective Contractor to perform the work required. The Contractor waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Contractor.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, bank, material or equipment manufacturer, or distributor, or any person, firm or corporation to furnish the City any pertinent information requested by the City deemed necessary to verify the information on this questionnaire.

Dated a	(Location), this 11th day of January, 2022
Name o	of Organization/Contractor: Felix Associates of Florida, Inc.
	/incent James Amato - President Jame and Title
1. Cor	poration, Partnership, Joint Venture, Individual or other? Corporation
2. Firm	n's name and main office address, telephone and fax numbers
	Name: Felix Associates of Florida, Inc.
	Address: 8528 SW Kansas Avenue, Stuart, Florida 34997
	Telephone Number: (772) 220-2722
	Fax Number: (772) 220-2728
3.	Contact person: Benjamin Miller Email: bmiller@felixassociates.net
4.	Firm's previous names (if any). N/A
5.	How many years has your organization been in business? 12 years
	Has your firm ever received a cure notice from a government entity? ( ) Yes (X) No If yes, please explain:

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

Addendum Number	Date Issued	Addendum Number	Date Issued
#1	December 21, 2021	#4	December 21, 2021
#2	December 21, 2021	#5	December 21, 2021
#3	December 21, 2021	#6	January 07, 2021

E-Bid #20210123

#7	January 07, 2021	
#8	January 07, 2021	
#9	January 11, 2021	

8. List five (5) raw water main construction projects similar to this project completed by your firm along with a brief description of project, location of project, client name, client phone number, value of contract, your firm's percentage of the total contract value, as well as the number of change orders and the total change order value.

# Project Number 1

Project Name: General Maintenance/Repair Services for Wastewater and Reclaimed Water
Description: Two-year maintenance contract with 3 one-year renewals for sewer and reclaimed
water including lift station repairs, manhole repairs, gravity sewer repairs and associated
roadway repairs.
Location: Palm Beach County, Florida
Client Name, Phone Number & Email: Kris Dean / 561-747-5709 / Kris.Dean@irecd.org
Value of Total Contract: \$311,497.30
Date of Completion: 10/16/2020
Firm's Percentage of Total Contract: 100%
Number of Change Orders: 0
Value of Change Orders: \$0.00
Was Project Completed on Schedule: Yes
Was Project Completed within Budget? Yes
Project Number 2
Project Name: Hood Road Floridan Raw Water Main Installation
Description: Construction and testing of a 36-inch raw water main and a 2-inch fiber-optic conduit
to be installed via open-cut and horizontally directional drilling methods along Hood Road from Woodmill Drive to the Seacoast Utility Authority Administration Complex, where the raw water main
will be connected to an existing raw water main.
Location:Hood Road, Jupiter FL
Client Name, Phone Number & Email: Brandon Selle / (561) 627-2900 / bselle@sua.com
Value of Total Contract: \$1,863,438.00
Date of Completion: 05/25/2018
Firm's Percentage of Total Contract: 100%
Number of Change Orders: 1
Value of Change Orders: (\$71,132.50)
Was Project Completed on Schedule: Yes
Was Project Completed within Budget? Yes

Project Number 3

Project Name: Indrio Road Water & Sewer Extensions

Description: Installed 8000 LF of 16" WM and 12" FM- Directional drills and open cut

Location: Indrio Road, For Pierce FL

Client Name, Phone Number & Email: Sean Green / 772-567-5300 / sean.green@matellemolet.com

Value of Total Contract: \$2,130,382.00

Date of Completion: November 12, 2018

Firm's Percentage of Total Contract: 100%

Number of Change Orders:

Value of Change Orders: (\$66,393.92)

Was Project Completed on Schedule: Yes

Was Project Completed within Budget? Yes

Project Number 4

Project Name: Southern Transmission Main Crossing of I-95 & the Turnpike at Donald Road

Description: The construction of approximately 1,266 linear feet of 8-inch and 10-inch water main piping from Marrian Avenue in the Heights extending westward, crossing below i-95 and the Turnpike to 64th Way North in Palm Beach Country Estates. The crossing below the two highways accomplished via Horizontal Directional Drilling (HDD) and includes approximately 1,100 linear feet of High Density Polyethylene (HDPE) piping consisting of a 10-inch carrier pipe within an 18-inch casing pipe.

Location: Palm Beach County Estates, Jupiter FL

Client Name, Phone Number & Email: Amanda Barnes / 561-741-2537 / Amandab@jupiter.fl.us

Value of Total Contract: \$482,262.00

Date of Completion: July 31, 2018

Firm's Percentage of Total Contract: 100%

Number of Change Orders: 2

Value of Change Orders: (\$24,691.12)

Was Project Completed on Schedule: Yes

Was Project Completed within Budget? Yes

Project Number 5

Project Name: Southern Boulevard Watermain Relocation

Description: 16 inch WM relocation involving open cut and HDD across the intracoastal waterway to allow for the reconstruction of the Southern Blvd bridge. Additional water and force main utility relocations along Flagler Drive. Installed 16 inch PVC FM and abandoned existing 14 inch CIP FM from major lift station.

Location: Palm Beach County, Florida

Client Name, Phone Number & Email: Laura Le / 561-494-1093 / bselle@sua.com

Value of Total Contract: \$3,284,763.00  Date of Completion: May 10, 2018  Firm's Percentage of Total Contract: 100%  Number of Change Orders: 6  Value of Change Orders: \$74,608.48  Was Project Completed on Schedule: Yes  Was Project Completed within Budget? Yes  List subcontractors and major material suppliers for the project. Include telephone number	
Firm's Percentage of Total Contract: 100%  Number of Change Orders: 6  Value of Change Orders: \$74,608.48  Was Project Completed on Schedule: Yes  Was Project Completed within Budget? Yes  List subcontractors and major material suppliers for the project. Include telephone number	
Number of Change Orders: 6  Value of Change Orders: \$74,608.48  Was Project Completed on Schedule: Yes  Was Project Completed within Budget? Yes  List subcontractors and major material suppliers for the project. Include telephone number	_
Value of Change Orders: \$74,608.48  Was Project Completed on Schedule: Yes  Was Project Completed within Budget? Yes  List subcontractors and major material suppliers for the project. Include telephone number	
Was Project Completed on Schedule: Yes  Was Project Completed within Budget? Yes  List subcontractors and major material suppliers for the project. Include telephone number	
Was Project Completed within Budget? Yes  List subcontractors and major material suppliers for the project. Include telephone number	
ist subcontractors and major material suppliers for the project. Include telephone number	
heets if necessary. Attach all licenses and certifications that qualify them to perform See Attached	
Has the Contractor or any principals of the applicant organization failed to qualify as a respective to enter into a contract after an award has been made; failed to complete a contract (5) years or been declared to be in default in any contract or been assessed liquidated five (5) years? List the name of project, location, client, engineer, date and reason. Use needed.  Total Number of Projects where Failure to Complete Work Occurred:	ract duri: damage:
refused to enter into a contract after an award has been made; failed to complete a contract (5) years or been declared to be in default in any contract or been assessed liquidated live (5) years? List the name of project, location, client, engineer, date and reason. Use needed.	ract duri: damage:
efused to enter into a contract after an award has been made; failed to complete a contract (5) years or been declared to be in default in any contract or been assessed liquidated live (5) years? List the name of project, location, client, engineer, date and reason. Use needed.  Total Number of Projects where Failure to Complete Work Occurred:	ract duri: damage:
efused to enter into a contract after an award has been made; failed to complete a contrive (5) years or been declared to be in default in any contract or been assessed liquidated ive (5) years? List the name of project, location, client, engineer, date and reason. Use needed.  Total Number of Projects where Failure to Complete Work Occurred:  O  Project Number 1	ract duri
efused to enter into a contract after an award has been made; failed to complete a contrive (5) years or been declared to be in default in any contract or been assessed liquidated live (5) years? List the name of project, location, client, engineer, date and reason. Use needed.  Total Number of Projects where Failure to Complete Work Occurred:  Project Number 1  Project Name:	ract duri: damage:
efused to enter into a contract after an award has been made; failed to complete a contive (5) years or been declared to be in default in any contract or been assessed liquidated ive (5) years? List the name of project, location, client, engineer, date and reason. Use eeded.  Total Number of Projects where Failure to Complete Work Occurred:  Project Number 1  Project Name:  Project Location:	ract duri damage
efused to enter into a contract after an award has been made; failed to complete a contrive (5) years or been declared to be in default in any contract or been assessed liquidated live (5) years? List the name of project, location, client, engineer, date and reason. Use needed.  Total Number of Projects where Failure to Complete Work Occurred: 0  Project Number 1  Project Name:  Project Location:  Client Name and Phone Number:	ract duri damage

E-Bid #20210123

If yes, please explain:	Yes ( )	No(X)
partnership or individuals with	more than ten perc	ne past five (5) years involving the corporation ent (10 %) interest:
(N/A is not an acceptable answer List any judgments from lawsui	its in the last five (	
(N/A is not an acceptable answe	er - insert lines if n	needed)
None	Vor convictions of	the Proposer and/or any of its principals:
INOTIE		
(N/A is not an acceptable answer		

#### Client#: 29258

ACORD.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/30/2021

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

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

PRODUCER	CONTACT NAME:				
USI Insurance Services, LLC/CL		05-669-6030			
201 Alhambra Circle Suite 1401	E-MAIL ADDRESS: cgb.certs@usi.com				
Coral Gables, FL 33134-5108	INSURER(S) AFFORDING COVERAGE	NAIC#			
305 669-6000	INSURER A: United Specialty Insurance Company	12537			
INSURED	INSURER B : Arch Specialty Insurance Company	21199			
Sims Crane & Equipment Co PO Box 11825 Tampa, FL 33680-3555	INSURER C: Bridgefield Casualty Insurance Company	10335			
	INSURER D : Pennsylvania Manufacturers Assoc. Ins.	12262			
	INSURER E: General Security Indemnity Co of Arizon	20559			
	INSURER F: Lexington Insurance Company	19437			

**REVISION NUMBER: COVERAGES CERTIFICATE NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF POLICY EXP (MM/DD/YYYY) INSR LTR LIMITS TYPE OF INSURANCE POLICY NUMBER X COMMERCIAL GENERAL LIABILITY Α X Х DLJGL0000001301 09/30/2021 09/30/2022 EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 CLAIMS-MADE | X OCCUR X RIGGERS INCLUDED \$ -----MED EXP (Any one person) \$2,000,000 PERSONAL & ADV INJURY \$4,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE POLICY X PRO-\$4,000,000 PRODUCTS - COMP/OP AGG OTHER: 09/30/2021 09/30/2022 COMBINED SINGLE LIMIT \$1,000,000 **AUTOMOBILE LIABILITY** 1521011111780 Х E X Х XA00000401 09/30/2021 09/30/2022 **BODILY INJURY (Per person)** \$ X ANY AUTO **SCHEDULED** OWNED AUTOS ONLY **BODILY INJURY (Per accident)** \$ AUTOS NON-OWNED AUTOS ONLY PROPERTY DAMAGE (Per accident) X HIRED AUTOS ONLY \$ **UMBRELLA LIAB** X 09/30/2021 09/30/2022 EACH OCCURRENCE DLJEX0000018201 \$10,000,000 OCCUR X EXCESS LIAB В X X 09/30/2021 09/30/2022 AGGREGATE s10,000,000 UXP103698402 X CLAIMS-MADE DED RETENTION \$ 03/31/2021 03/31/2022 X PER STATUTE WORKERS COMPENSATION 19645722 C X AND EMPLOYERS' LIABILITY s1,000,000 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT N N/A E.L. DISEASE - EA EMPLOYEE \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) COVERAGE CONTINUED: INSURER F: EXCESS LIABILITY LAYER#3 LEXINGTON INSURANCE COMPANY/INDIAN HARBOR POLICY NO.013136393/SXS005758801 EFF DATE 9/30/2021 EXP DATE 9/30/2022 EXCESS LIABILITY LIMITS \$15,000,000 AGG/OCC

The General Liability policy includes an automatic Additional Insured endorsement that provides Additional (See Attached Descriptions)

DLJCP0000000201

**OVERLOAD** 

CERTIFICATE HOLDER	CANCELLATION
Felix Associates of Florida Inc 8526 SW Kansas Ave Stuart, FL 34997	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	5: M Canl

(Mandatory in NH)

If yes, describe under DESCRIPTION OF OPERATIONS below

**CONT EQUIPMENT ALL RISK INCL** 

**BOOM/COLLAPSE** 

E.L. DISEASE - POLICY LIMIT | \$1,000,000

09/30/2021 09/30/2022 PER SCHEDULE ON FILE

DESCRIPTION	NS (Continued from Page 1)	
Insured status to Felix Associates of Florida, Inc, only w such status, and only with regard to work performed on		
		:
		a a
	CENTRAL SAFET FOR SEA SPEED TO STANFORD STANFORD SAFETY OF SAFETY	
	등급 (( ) ) [ 보고 있다. ( ) 4 전 조리 ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) (	

# DRUG-FREE WORKPLACE FORM E-Bid # 20210123 - Attachment L F-19 Raw Water Main Construction Project

Th	e undersigned Contractor in accordance with Florida Statute 287.087 hereby certifies that  Felix Associates of Florida, Inc. does:  (Name of Business)
1.	Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2.	Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3.	Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4.	In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5.	Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6.	Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
	e person authorized to sign the statement, I certify that this firm complies fully with the above rements.
	Bidder's Signature
	January 11, 2022 Date:

# **AIA** Document A310™ - 2010

# Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Felix Associates of Florida, Inc. 8528 SW Kansas Avenue Stuart, FL 34997

#### OWNER

(Name, legal status and address)
City of Port St. Lucie
121 S.W. Port St. Lucie Blvd.
Part St. Lucie, FL. 34984
BOND AMOUNT: \$ Five Percent of Bld Amount

#### PROJECT:

(Name, location or address, and Project number, if any)
E-19 Raw Water Mairi Construction Project

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

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

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

#### SURETY:

(Name, legal status and principal place of business)

Philadelphia Indemnity Insurance Company One Bala Plaza East, Ste. 100 Bala Cynwyd, PA 19004

#### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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

AIA Document A310<sup>TM</sup> – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA<sup>®</sup> Document is protected by U.S. Copyright Law and international Treaties. Unauthorized reproduction or distribution of this AIA<sup>®</sup> Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.

11th Signed and sealed this day of January, 2022.

Felix Associates of Florida, Inc.

(Principal)

(Title) VINCENT AMATO - PRESIDENT Philadelphia Indemnity Insurance Company

(Surety)

(Seal)

(Witness) Jami A. Mattson

(Title) Stephanie Foy, Atty-In-Fact

2

## ACKNOWLEDGEMENT OF SURETY

State of New Jersey ] |-s County of Passaic ]

On January 11, 2022, before me personally came Stephanie Foy to me known, who, being by me duly sworn, did depose and say that she is an attorney-in-fact of Philadelphia Indemnity Insurance Company the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation, and that the seal affixed to the within instrument is such corporate seal, and that she signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

Notary Public

My Commission expires:

JAMI A. MATTSON Notary Public, State of New Jersey My Commission Expires July 17, 2025

# PHILADELPHIA INDEMNITY INSURANCE COMPANY One Bala Plaza, Suite 100

Bala Cynwyd, PA 19004-0950

### Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Louis A. Vlahakes. Robert Culnen. Joseph W. Mallorv. Lisa Nosal, Stephanie Foy and Pamela J. Boyle of C & H Agency\_its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

**RESOLVED:** 

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

FURTHER RESOLVED:

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

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



(Seal)

John Glomb, President & CEO Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Commonwealth of Pennsylvanis - Notary Seal Vanessa McKenzie, Notary Public Menigemery County My commission expires November 3, 2024 Commission number 1386394 Manuer, Panniya S. Association of Notares Notary Public:

Vanessa mcKenzie

residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

L Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.



Edward Sayago, Corporate Secretary

PHILADELPHIA INDEMNITY INSURANCE COMPANY

### PHILADELPHIA INDEMNITY INSURANCE COMPANY

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

Admitted Assets		As of December 31, 2020 2019		
Danda (Giranda 69 A41 0/2 4 62 220 2/0)	2		•	
Bonds (fair value \$8,041,263 and \$7,329,360)	Þ	7,601,946	\$	7,059,903
Preferred stocks (fair value \$16,537 and \$23,575)		15,673		22,761
Common stocks (cost \$52,609 and \$65,563)		43,373		64,634
Mortgage loans		821,250		803,679
Real estate		29,973		10,305
Other invested assets (cost \$203,028 and \$231,120)		215,589		243,127
Receivables for securities sold		943		684
Cash, cash equivalents and short-term investments		34,279		59,534
Cash and invested assets		8,763,026		8,264,627
Premiums receivable, agents' balances and other receivables		908,602		874,835
Reinsurance recoverable on paid loss and loss adjustment expenses		38,737		54,706
Accrued investment income		74,070		76,312
Receivable from affiliates		7,586		657
Federal income taxes receivable				28,027
Net deferred tax assets		138,129		134,628
Other assets		4,997		3,541
Total admitted assets	\$	9,935,147	2	9,437,333
Liabilities and Capital and Surplus				
Liabilities:				
Unpaid loss and loss adjustment expenses	\$	5,218,304	\$	5,007,616
Uncarned premiums		1,582,116		1,597,243
Reinsurance payable on paid loss and loss adjustment expenses		30,398		45,391
Ceded reinsurance premiums payable		108,936		100,299
Commissions payable, contingent commissions and other similar charges		214,389		216,136
Federal income taxes payable		8,480		2.0,.50
Funds held		77,256		66,937
Payable to affiliates		18,486		16,383
Provision for reinsurance		87		78
Payable for securities purchased		17,820		58.784
Accrued expenses and other liabilities		32,170		27,116
Total liabilities	_	7,308,442		7,135,983
Total Havinties		7.300,442		7.133.303
Capital:				
Common stock, par value of \$10 per share; 1,000,000 shares				
authorized, 450,000 shares issued and outstanding		4,500		4,500
Surplus:		•		
Gross paid-in and contributed surplus		386,071		386,071
Unassigned surplus		2,236,134		1,910,779
Total surplus		2,622,205	-	2,296,850
Total capital and surplus		2,626,705		2,301,350
Total liabilities and capital and surplus	S	9.935.147	\$	9.437.333
manner and and and and and and bene	-		-	

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

Attest:

Commonwealth of Pennsylvania - Notary Seal Kimberly A. Kessleski, Notary Public Monigomery County Mycommission expires December 18, 2024 Commission number 1245769

Member, Pennsylvania Association of Notaries

Sworn to before me this day of May 2021.

baren Gilmer-Pauciells

Karen Childen Pauciello, EVP & CFC

V. C D

Kimberly Kessleski, Notary

### NOTICE TO ALL PROPOSERS - ATTACHMENT E

To ensure fair consideration is given for all Proposers, it must be clearly understood that upon release of the proposal and during the proposal process, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact with City employees, department heads or elected officials, up to and including the Mayor and City Council. The "Cone of Silence" is in effect for this solicitation from the date the solicitation is advertised on DemandStar, until the time an award decision has been approved by City Council and fully executed by all parties. Information about the Cone of Silence can be found under the City of Port St. Lucie Ordinance 20-15, Section 35.13. Contact with anyone other than the Issuing Officer may result in the vendor being disqualified. All contact must be coordinated through Ms. Robyn Holder, Issuing Officer, for the procurement of these services.

All questions regarding this Solicitation are to be submitted in writing to Robyn Holder, Procurement Manager with the Procurement Management Department via e-mail <a href="mailto:rholder@cityofpsl.com">rholder@cityofpsl.com</a>, or by phone 772-344-4293. Please reference the Solicitation number on all correspondence to the City.

All questions, comments and requests for clarification must reference the Solicitation number on all correspondence to the City. Any oral communications shall be considered unofficial and non-binding.

Only written responses to written communication shall be considered official and binding upon the City. The City reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

\*NOTE: All addendums and/or any other correspondence before bid close date (general information, question and responses) to this solicitation will be made available exclusively through the <a href="DemandStar's Website">DemandStar's Website</a> for retrieval. All notice of intent to award documentation will be published on the <a href="City Clerk's Website">City Clerk's Website</a>. Proposers are solely responsible for frequently checking these websites for updates to this solicitation.

I understand and shall fully comply with all requirements of City of Port. St. Lucie Ordinance 20-15, Section 35.13.

Typed Name; Vincent Amat	0	
Typed Name: Vincent Amat Signed:		
Company and Job Title:	Felix Associates of Florida, Inc President	
Date: January 11, 2022		

Attachment E E-Bid #20210123

Ron DeSantis, Governor

Halsey Beshears, Secretary



# STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

# CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS GERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

# AMATO, VINCENT JAMES

FELIX ASSOCIATES OF FLORIDA-INC 19270 PINETREE DR JUPITER FL 33469

LICENSE NUMBER: CGC1507744

**EXPIRATION DATE: AUGUST 31, 2022** 

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Halsey Beshears, Secretary



# STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

# CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

# MILLER, BENJAMIN MICHAEL

FELIX ASSOCIATES OF FLORIDA INC 8528 S W KANSAS AVE STUART FL 34997

LICENSE-NUMBER: CUC1224947

**EXPIRATION DATE: AUGUST 31, 2022** 

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

# MARTIN COUNTY BUSINESS TAX RECEIPT

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

Lic Fee 26.25 Penalty 0.00 Coll-Fee 0.00 Transfer 0.00

TOTAL 26.25 AMATO, VINCENT

FELIX ASSOCIATES OF FLORIDA, INC.

Has satisfied requirements to engage in the business profession or occupation of 518 CERT. GENERAL CONTRACTOR at location listed for the period beginning on August 04, 2020

AND ENDING September 30, 2021

Account 2012-518-0753

Location 8528 SW KANSAS AVE

Category 518

Phone

Cert Sic No

CGC1507744

(772)220-2722

236220



FELIX ASSOCIATES OF FLORIDA, INC. 8528 SW KANSAS AVE STUART, FL 34997

INT-19-00241746 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.

# MARTIN COUNTY BUSINESS TAX RECEIPT

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

 Lic Fee
 26.25

 Penalty
 0.00

 Coll-Fee
 0.00

 Transfer
 0.00

TOTAL 26.25
MILLER, BENJAMIN MICHAEL (CONTRACTOR)

FELIX ASSOCIATES OF FLORIDA, INC.

Has satisfied requirements to engage in the business profession or occupation of 520 UNDERGROUND UTILITY/EXCAVATION at location listed for the period beginning on July 29, 2020

AND ENDING September 30, 2021

Account 2011-520-0892

(772)220-2722

Location 8528 SW KANSAS AVE

Category 520

Phone

Cert

CUC1224947

Sic No

561990



FELIX ASSOCIATES OF FLORIDA, INC. 8528 SW KANSAS AVE STUART, FL 34997

INT-19-00241722 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.

### **E-Verify Form**

# Contractor acknowledges and agrees to the following:

- Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Supplier/Consultant during the term of the contract; and
- Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S.
   Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

E-Verify Company Identification Number	26-4299335				
Date of Authorization	January 11, 2022				
Name of Contractor	Felix Associates of Florida, Inc.				
Name of Project	F-19 Raw Water Main Construction Project				
Solicitation Number (If Applicable)					
I hereby declare under penalty of perjury that Executed on January	at the foregoing is true and correct.  11th				
U. Vincent James Amato - President					
Signature of Authorized Officer	Printed Name and Title of Authorized Officer or Agent				
SUBSCRIBED AND SWORN BEFORE ME					
ON THIS THE 11 DAY OF January	AIXA VEGA MY COMMISSION # GG 315248				
NOTARY PUBLIC	EXPIRES: July 22, 2023 Bonded Thru Notary Public Underwriters				
My Commission Expires:					

# **NON-COLLUSION AFFIDAVIT**

# Solicitation 20210123 - Attachment K F-19 Raw Water Main Construction Project

State of	f Florida	pp
County	of Martin	}
		, being first duly swom, disposes and says that:
	(Name/s)	
1.	They are RESIDENT	ofthe Proposer that
	(Title)	(Name of Company)
has sub	bmitted the attached PROPOSAL;	
2. pertine	He is fully informed respecting nt circumstances respecting such	the preparation and contents of the attached proposal and of all PROPOSAL;
3.	Such Proposal is genuine and is	not a collusive or sham Proposal;
agreed in conr proposi or colluin the a or unla	rees or parties in interest, including the directly or indirectly with any other contract for which ing in connection with such Contract is in or communication or conferent tached Proposal or of any other P	any of its officers, partners, owners, agents, representatives, ing this affiant, has in any way colluded, conspired, connived or er Proposer, firm or person to submit a collusive or sham Proposal the attached proposal has been submitted or to refrain from act or has in any manner, directly or indirectly, sought by agreement nice with any other Proposer, firm or person to fix the price or prices proposer, or to secure through any collusion, conspiracy, connivance against the City of Port St. Lucie or any person interested in the
	on, conspiracy, connivance or unl	e attached Proposal are fair and proper and are not tainted by any awful agreement on the part of the Proposer or any of its agents, parties in interest, including this affiant.
(Signed	d) V. Nove	
(Title) _	President	

before me this (Date) January 11, 2022
who is personally known to me or who has produced
as identification and who did (did not) take an oath.
AIXA VEGA MY COMMISSION # GG 315246 EXPIRES: July 22, 2023 Bonded Thru Notary Public Underwriters



## **Subcontractors:**

Company Name: K3 Directional Drilling, Inc.

Phone: (772) 600-7118

Email: lewis@K3DirectionalDrilling.com

Scoop of work: HDD

# Suppliers:

#1

Name: Core & Main - Ft Pierce

Phone: (772) 466-5955

Email: Pat.zaccaro@coreandmain.com

# CITY OF PORT ST. LUCIE, FLORIDA SEALED BID NO. 20210123 - Attachment I PROJECT TITLE: F-19 Raw Water Main Construction Project

# TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Location: F-19 Raw Water Main Construction Project

### **Instructions:**

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

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

#### Certification

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

\$ 1,000.00

(Figures)

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

\_ Dollars

		(William)		(1.5)
3.	The amount listed abo	ve has been inclu	ded within the Base B	id.
	Certified:	Felix Associate	s of Florida, Inc.	
	A	(Company-Con	tractor)	
	By: U, Jhun	, and a second	Vincent James A	mato
	-	(President's Sig	nature)	
		` _	ped or Printed Name)	
Swo	orn to and subscribed be	fore me in	Martin	County, Florida on th
day	of, 20	22.	A . 1	
	AIXA VE MY COMMISSION EXPIRES: July	# GG 315246 22, 2023	NOTARY PUE	BLIC

Thousand



### "A City for All Ages"

### E-BID #20210123 – ATTACHMENT H CONTRACTOR'S CODE OF ETHICS

The City of Port St Lucie ("City), through its Procurement Management Department ("Procurement Management Department") is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public. To achieve these purposes, Procurement Management Department requires each vendor who seeks to do business with the City to subscribe to this Contractor's Code of Ethics.

- ◆ A Contractor's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- A Contractor will not discuss or consult with other Vendors intending to bid on the same contract or similar City contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- Contractor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.
- Contractor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- Contractor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- Contractor will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, <u>City official</u>, employee family member or other vendor contracted by the City.
- Contractor will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Vendor or for any other person.
- Contractor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.
- Contractor must comply with all applicable laws, codes or regulations of the countries, states and

Page 1 of 2
E-Bid #20210123
Attachment H

localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Contractor must require their suppliers (including temporary labor agencies) to do the same. Contractor must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:

- Obtaining and maintaining all required environmental permits. Further, Contractor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.
- o Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.
- Providing workers with an environment free of discrimination, harassment and abuse, which
  includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well
  as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom
  of association.

	poser Felix Associates of Florida, Inc.
Signature	
Printed Name and Title	Vincent James Amato - President
Date January 11, 2022	

DISCLAIMER: This Code of Ethics is intended as a reference and procedural guide to contractors. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable contractor contract. In the case of any discrepancies between it and the law, regulation(s) and/or contractor contract, the law, regulatory provision(s) and/or vendor contract shall prevail.



### "A City for All Ages"

## E-BID #20210123 – ATTACHMENT H CONTRACTOR'S CODE OF ETHICS

The City of Port St Lucie ("City), through its Procurement Management Department ("Procurement Management Department") is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public. To achieve these purposes, Procurement Management Department requires each vendor who seeks to do business with the City to subscribe to this Contractor's Code of Ethics.

- ♦ A Contractor's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- A Contractor will not discuss or consult with other Vendors intending to bid on the same contract or similar City contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- Contractor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.
- Contractor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- Contractor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- Contractor will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, <u>City official</u>, employee family member or other vendor contracted by the City.
- Contractor will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Vendor or for any other person.
- Contractor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.
- Contractor must comply with all applicable laws, codes or regulations of the countries, states and

localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Contractor must require their suppliers (including temporary labor agencies) to do the same. Contractor must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:

- Obtaining and maintaining all required environmental permits. Further, Contractor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.
- o <u>Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.</u>
- Providing workers with an environment free of discrimination, harassment and abuse, which
  includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well
  as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom
  of association.

Signature	e u _	VIII ETC
Printed Name and Title	Vincent James Amato - President	
Date January 11, 2022		

DISCLAIMER: This Code of Ethics is intended as a reference and procedural guide to contractors. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable contractor contract. In the case of any discrepancies between it and the law, regulation(s) and/or contract, the law, regulatory provision(s) and/or vendor contract shall prevail.

(Rev. October 2018) Department of the Treasu Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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

	Name (as shown on your income tax return). Name is required on this line; do relix Associates of Florida, Inc.	not leave this line blank.										
	2 Business name/disregarded entity name, if different from above											
page 3.	following seven boxes.				4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):							
e. ins on	Individual/sole proprietor or C Corporation Single-member LLC	☐ Partnership	∐ Trus	st/estat	1	Exempt payee code (if any)						
uctio	Limited liability company. Enter the tax classification (C=C corporation, S=S	•		not che	_			F	ATO 6		-4!	
Print or type. Specific Instructions on page	LLC if the LLC is clearified as a single-member LLC that is discongreded from the owner unless the owner of the LLC is				Exemption from FATCA reporting code (if any)							
8	☐ Other (see instructions) ►	· · · · · · · · · · · · · · · · · · ·				(Applies to accounts maintained outside the U.S.)						
رم م	5 Address (number, street, and apt. or suite no.) See instructions. 8526 SW Kansas Avenue		Requeste	er's na	me an	e and address (optional)						
See	6 City, state, and ZIP code Stuart, FL 34997											
	7 List account number(s) here (optional)						-					
D-												
Par		ariven on line 1 to av	nid I	Socia	l secu	rity r	umber					
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			T			٦	Т					
	nt alien, sole proprietor, or disregarded entity, see the instructions for Pa s, it is your employer identification number (EIN). If you do not have a nu		t a			-		-	-			
TIN, la				or		· '						
	If the account is in more than one name, see the instructions for line 1. A per To Give the Requester for guidelines on whose number to enter.	Also see What Name a	and _	Emplo	yer ic	entil	ication	nun	ber			
Mullip	or to dive the hequester for guidennes of whose number to enter.			2 6	-	4	2 9	9 9	3	3	5	
Part II Certification												
	penalties of perjury, I certify that:	·										
<ol> <li>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</li> <li>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</li> </ol>												
	a U.S. citizen or other U.S. person (defined below); and											
4. The	FATCA code(s) entered on this form (if any) indicating that I am exempt	from FATCA reporting	g is corre	ect.								
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 for Part II, later.												
Sign Here	Signature of U.S. person ▶	C	oate ►	1/1	5/2	020	0					
Ger	neral Instructions	• Form 1099-DIV (div funds)	vidends,	includ	ling th	ose	from s	tock	s or	mutı	ıal	
noted.	n references are to the Internal Revenue Code unless otherwise	<ul> <li>Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li> </ul>			6							
related	developments. For the latest information about developments to Form W-9 and its instructions, such as legislation enacted ley were published, go to www.irs.gov/FormW9.	evelopments  • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)										
Purpose of Form		<ul> <li>Form 1099-S (proceeds from real estate transactions)</li> </ul>										
		Form 1099-K (merchant card and third party network transaction		•								
inform	vidual or entity (Form W-9 requester) who is required to file an ation return with the IRS must obtain your correct taxpayer cation number (TIN) which may be your social security number	Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tution)							•			
(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		• Form 1099-C (canc			donm	ant c	of ear.	rod .	<b>3</b> 5000	arts A		
		<ul> <li>Form 1099-A (acquisition or abandonment of secured property)</li> <li>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</li> </ul>										
returns include, but are not limited to, the following.  • Form 1099-INT (interest earned or paid)		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,										