



City of Port St. Lucie
Procurement Management Division
121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984

[SOUTHERN UNDERGROUND INC] RESPONSE DOCUMENT REPORT

GEN No. 20250024

Citywide Curb & Gutter, ADA Ramps, and Miscellaneous Sidewalk Replacement Projects

RESPONSE DEADLINE: April 21, 2025 at 3:00 pm

Report Generated: Monday, April 21, 2025

Southern Underground Inc Response

CONTACT INFORMATION

Company:

Southern Underground Inc

Email:

nicole@southernundergroundinc.com

Contact:

NICOLE BUSH

Address:

2748 SW Casella Street
Port St Lucie, FL 34953

Phone:

(772) 237-4811

Website:

N/A

Submission Date:

Apr 18, 2025 2:49 PM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1

Confirmed Apr 18, 2025 5:37 PM by NICOLE BUSH

QUESTIONNAIRE

1. Respondent Submittals (without Cost)*

Please Upload your COMPLETE response, including any and all required forms listed in the solicitation and the corresponding attachments.

(Do not upload cost information in here)

SUI_eBid#20250024_ExecutedDocs.pdf

2. Affidavit of Nongovernment Entity Anti-Human Trafficking Laws*

In accordance with section 787.06(13), Florida Statutes, the representative of the nongovernmental entity bidder ("Entity"), attests under penalty of perjury that the Entity does not use coercion for labor or services as defined in section 787.06.

Confirmed

3. I certify that I have read, understood and agree to the terms in this solicitation, and that I am authorized to submit this response on behalf of my company.*

Confirmed

PRICE TABLES

SCHEDULE A

Mobilization / Maintenance of Traffic

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Project total \$0.00 to \$5,000	1	LS	\$2,500.00	\$2,500.00
2	Project total \$5,001 to \$10,000	1	LS	\$4,500.00	\$4,500.00
3	Project Total \$10,001 to \$50,000	1	LS	\$8,500.00	\$8,500.00
4	Project total \$50,001 to \$100,000	1	LS	\$12,000.00	\$12,000.00
5	Project Total \$100,001 to \$200,000	1	LS	\$22,000.00	\$22,000.00
6	Project total \$200,001 and UP	1	LS	\$26,000.00	\$26,000.00
TOTAL					\$75,500.00

SCHEDULE A

ADA & Sidewalk Repair Items

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
7	Remove & Replace Curbing (All types)	1	LF	\$45.00	\$45.00
8	Remove & Replace Concrete Sidewalk - 4" thick	1	SY	\$91.00	\$91.00
9	Remove & Replace Concrete Sidewalk - 6" thick, includes curb ramps	1	SY	\$98.00	\$98.00
10	Install Cast in Place Detectable Warning Surfaces	1	SF	\$52.00	\$52.00
11	Sod - Bahia - includes initial watering	1	SY	\$5.00	\$5.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
12	Sod - Floratam - includes watering	1	SY	\$7.00	\$7.00
13	Embankment / Fill	1	CY	\$18.00	\$18.00
14	Excavation	1	CY	\$12.00	\$12.00
TOTAL					\$328.00

SCHEDULE B

Furnish and Install Items - Curb

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
15	Curb - Type "A" - includes end section	1	LF	\$38.00	\$38.00
16	Curb - Type "B" - includes end section	1	LF	\$25.00	\$25.00
17	Curb - Type "D" - includes end section	1	LF	\$38.00	\$38.00
18	Curb - Type "E" - includes end section	1	LF	\$38.00	\$38.00
19	Curb - Type "F" - includes end section	1	LF	\$40.00	\$40.00
20	Curb - Type "Drop Curb" - includes end section'	1	LF	\$37.00	\$37.00
21	Curb - Type "Shoulder Gutter" - includes end section	1	LF	\$40.00	\$40.00
22	Curb - Type "Valley Gutter" - includes end section	1	LF	\$38.00	\$38.00
TOTAL					\$294.00

SCHEDULE B

Furnish and Install Items - Sidewalk

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
23	Gravity Walls	1	CY	\$2,500.00	\$2,500.00
24	Aluminum Pipe Guiderail	1	LF	\$180.00	\$180.00
25	Construct Sidewalk - 4" Thick	1	SY	\$86.00	\$86.00
26	Construct Sidewalk - 6" Thick	1	SY	\$94.00	\$94.00
27	Stamped Texture Concrete	1	SY	\$140.00	\$140.00
TOTAL					\$3,000.00

SCHEDULE B

General Site Work & Landscaping Items

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
28	Removal of Concrete (not replaced)	1	CY	\$125.00	\$125.00
29	Clearing & Grubbing	1	AC	\$10,500.00	\$10,500.00
30	Swale Liner Installation (City Provided)	1	LF	\$15.00	\$15.00
31	Remove and Replace existing tree 10" or less	1	EA	\$650.00	\$650.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
TOTAL					\$11,290.00

SCHEDULE B

Additional Items

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
32	Survey, Stakeout, and As-builts	1	HR	\$210.00	\$210.00
33	Additional Maintenance of Traffic (Night Work)	1	NIGHT	\$500.00	\$500.00
34	Utility Box Adjustment	1	EA	\$150.00	\$150.00
35	Remove and Replace Brick Pavers	1	SF	\$75.00	\$75.00
36	Remove Brick Pavers (not replaced)	1	SF	\$10.00	\$10.00
37	Flowable Fill	1	CY	\$190.00	\$190.00
38	Furnish & Install Superpave Asphaltic Concrete (SP-9.5) 2"	1	SY	\$92.00	\$92.00
39	Install Trash / Recycle Bin (City Provided)	1	EA	\$175.00	\$175.00
40	Install Bench (City Provided)	1	EA	\$200.00	\$200.00
41	Furnish & Install New Post and Sign	1	EA	\$600.00	\$600.00
42	Existing Post and Sign Relocation	1	EA	\$75.00	\$75.00
43	Thermoplastic, Standard, White/Yellow, Solid 6"	1	LF	\$22.00	\$22.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
44	Thermoplastic, Standard, White, Solid 12"	1	LF	\$25.00	\$25.00
45	Thermoplastic, Standard, White, Solid, 24"	1	LF	\$36.00	\$36.00
46	Bus Stop Shelter: Assembly and Installation (City Provided)	1	EA	\$5,500.00	\$5,500.00
TOTAL					\$7,860.00

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

BOND # BB04423

KNOW ALL MEN BY THESE PRESENTS, that we Southern Underground, Inc.
2748 Casella Street
Port St. Lucie, FL 34953

(Here insert full name, and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and United States Fire Insurance Company
305 Madison Avenue,
Morristown, NJ 07962

a corporation duly organized under the laws of the State of DE as Surety, hereinafter called the Surety, are held and firmly
bound unto, City of Port St. Lucie
121 SW Port St. Lucie Blvd, Port St. Lucie, FL 34984

(Here insert full name, and address or legal title of Owner)

as Oblige, hereinafter called the Oblige, in the sum of Five Percent of Amount Bid-----Dollars (\$ 5%), for the payment
of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Miscellaneous Sidewalk Repair, Sidewalk Replacement, Curb and Gutter Repair
and Installation, ADA Ramps

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige
in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with
good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in
the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the
Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such
larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid then this
obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 21 day of April 2025

Southern Underground, Inc.

(Principal)

(Seal)

(Witness)

(Title) Kevin Bush, President

United States Fire Insurance Company

(Surety)

(Seal)

(Witness)

(Title) Robert Barra Attorney In Fact

AIA DOCUMENT A310 BID BOND AIA © FEBRUARY 1970 ED THE AMERICAN
INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W. WASHINGTON, D.C. 20006

WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution.

Bob Barra Bonds, Inc.
8575 NW 52 Place
Coral Springs, FL 33067
954-255-9855
Bob@bobbarrabonds.com

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

0097523

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Robert Barra

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2024.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

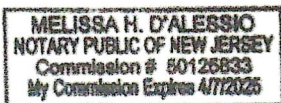
UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



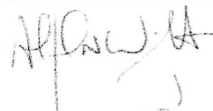
Melissa H. D'Alessio

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 21 day of April 20 25

UNITED STATES FIRE INSURANCE COMPANY



Alfred N. Wright, Senior Vice President

CONTRACTOR'S GENERAL INFORMATION WORK SHEET
E-BID #20250024

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 at Port St Lucie, this _____ day of _____, 2025
(Location)

Name of Organization/Contractor: Southern Underground Inc.

By: Kevin Bush President and Nicole Bush Vice President
Name and Title

1. Corporation, Partnership, Joint Venture, Individual or other? Corporation
2. Firm's name and main office address, telephone and fax numbers

Name: Southern Underground Inc.

Address: 2748 SW Casella Street

Port St. Lucie, FL 34953

Telephone Number: 772-237-4811

Fax Number: None

3. Contact person: Kevin & Nicole Bush Email: Nicole@southernundergroundinc.com
4. Firm's previous names (if any). NONE
5. How many years has your organization been in business? 12
6. Total number of staff at this location: 16 Total number of staff on the Treasure Coast: 16
7. Is the firm claiming Local Preference under City Ordinance 35.12? ☒ YES ☐ NO
8. List the license(s) that qualifies your firm to construct this project:

State# CUC1224354 & City of PSL Concrete License# 1136

9. **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	April 9, 2025		

10. List five (5) **Citywide Curb & Gutter, ADA Ramps, and Miscellaneous Sidewalk Replacement** projects similar to this project completed by your firm in the last 5 years along with a brief description of project, location of project, client name, client phone number, email, 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. **DO NOT USE the City of Port St Lucie as a reference.**

Project Number 1

Project Name: **Savage Sidewalk b/w Import Dr & SW Brescia St.** Type text here

Description: Phases 1,2 & 3 Install sidewalks 4" & 6" thick, excavation, fill, utility box adjustment, Post and Sign Relocation, As Builts, MO, Install Culvert, Swale liner, Thermoplastics

Location: Port St. Lucie, FL

Client Name, Phone Number & Email: City of PSL- Public Works

Value of Total Contract: 434,155.00

Date of Completion: January 2025

Firm's Percentage of Total Contract: 100%

Number of Change Orders: 0

Value of Change Orders: 0

Was Project Completed on Schedule: Yes

Was Project Completed within Budget? Yes

Project Number 2

Project Name: **RPF- SW Import Drive**

Description: Sidewalk Project remove and replace 6" sidewalk, construct 4"& 6" sidewalk, Utility Box adjustment, install Aluminum Pipe Guiderail, post & sign relocation, embankment fill, MOT, Thermoplastics, Install cast in Place Detachable warning surfaces.

Location: Port St. Lucie, FL

Client Name, Phone Number & Email: City of PSL- Public Works

Value of Total Contract: \$161,890.00

Date of Completion: March 3, 2025

Firm's Percentage of Total Contract: 100%

Number of Change Orders: 0

Value of Change Orders: 0

Value of Total Contract:	\$287,867.00
Date of Completion:	2/21/24
Firm's Percentage of Total Contract:	100%
Number of Change Orders:	0
Value of Change Orders:	0
Was Project Completed on Schedule:	Yes
Was Project Completed within Budget?	Yes

11. Status of current contracts. Please provide the name & number of current contracts as well as a sample list of the projects currently underway.

City of Port St Lucie	Citywide Stormwater & Rights of Way Preventative Maintenance and Repairs - Contract# 20240060
College Park Rd Tail Pipe	PO# 20250587
1873 El Rose Street - Side Lot	PO# 20250483
Idol & Paar Drive - Replace Tail Pipe	PO# 20250493
Section 25 Northport Village Swale work	PO# 20250552

12. How will the Contractor be able to meet the project timeline and budget given the current workload, work force and equipment?

We will maintain our current workforce and continue to provide exceptional timelines and budgets, should Southern Underground, Inc be awarded the contract again. Southern Underground has had contracts for the past serveral years and have been able to execute each project successfully.

13. List the number of personnel that will be assigned to the project and include job titles and their licenses or certifications.

Kevin Bush, President will supervise all staff associated with this contract. Kevin's certified underground utility license# CUC-1224354.
The same foreman will continue to work for Southern Underground, Inc and will continue servicing as we are with the existing agreement.

14. Has the Contractor or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

Yes ()	No (X)
If yes, please explain:	

15. List any lawsuits pending or completed within the past five (5) years involving the corporation, partnership or individuals with more than ten percent (10 %) interest:

NONE

(N/A is not an acceptable answer - insert lines if needed)

16. List any judgments from lawsuits in the last five (5) years:
NONE
-

(N/A is not an acceptable answer - insert lines if needed)

17. List any criminal violations and/or convictions of the Proposer and/or any of its principals:
NONE
-

(N/A is not an acceptable answer - insert lines if needed)



Signature

President

Title



NOTICE TO ALL PROPOSERS:

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 Michelle Fentress, Issuing Officer, for the procurement of these services.

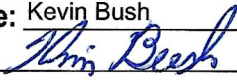
All questions regarding this Solicitation are to be submitted in writing to Michelle Fentress, Procurement Contracting Officer II with the Procurement Management Department via e-mail mfentress@cityofpsl.com, or by phone 772871-7614. Please reference the Solicitation number on all correspondence to the 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 [OpenGov](#) for retrieval. All notice of intent to award documentation will be published on the [City Clerk's Website](#). 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: Kevin Bush
Signed: 
Company and Job Title: Southern Underground Inc. President
Date: 4-17-25



E-BID #20250024
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.

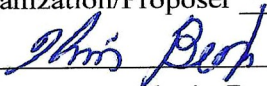
- ◆ A Contractor's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- ◆ A Contractor will not discuss or consult with other Vendors intending to bid on the same contract or similar City contract for the purpose of limiting competition. A Vendor will not make any attempt 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, City official, 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.
- 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.

Name of Organization/Proposer Southern Underground Inc.

Signature



Printed Name and Title Kevin Bush, President

Date

4.17.25

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.



E-Verify Form

Supplier/Consultant acknowledges and agrees to the following:

1. 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
2. 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

1214197

Date of Authorization

7-16-2017

Name of Contractor

Southern Underground Inc.

Name of Project

Citywide Curb & Gutter, ADA Ramps, and Miscellaneous Sidewalk Replacement Projects

Solicitation Number
(If Applicable)

20250024

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on April, 18, 2025 in St. Lucie County (city), FL (state).



Signature of Authorized Officer

Nicole Bush, Vice President

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 18 DAY OF April, 2025.

NOTARY PUBLIC Denise D'Alessio

My Commission Expires: 11-13-26





NON-COLLUSION AFFIDAVIT
Solicitation#20250024
Citywide Curb & Gutter, ADA Ramps, and
Miscellaneous Sidewalk Replacement Projects

State of Florida }

County of St Lucie }

Kevin Bush

(Name/s)

, being first duly sworn, disposes and says that:

1. They are President of Southern Underground Inc. the Proposer that

(Title)

(Name of Company)

has submitted the attached PROPOSAL;

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

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

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

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

(Signed) Kevin Bush

(Title) President



STATE OF FLORIDA }
COUNTY OF ST. LUCIE } SS:

The foregoing instrument was acknowledged before me this (Date) April 18, 2025

by: Kevin Bush who is personally known to me or who has produced
FLDL as identification and who did (did not) take an oath.

Commission No. HH317214

Notary Print: Denise D'Alessio

Notary Signature: Denise D'Alessio





DRUG-FREE WORKPLACE FORM
e-RFP #20250024

Citywide Curb & Gutter, ADA Ramps, and Miscellaneous Sidewalk Replacement Projects

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

Southern Underground 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.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Consultant's Signature

4.16.25
Date

CITY OF PORT ST. LUCIE, FLORIDA
PROJECT TITLE: Replacement of Existing Sewer Force Main on Mariposa Avenue

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Location: Throughout the City of Port St. Lucie, Florida.

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

One <u>Thousand Five Hundred</u> Dollars	\$1,500.00
(Written)	(Figures)
3. The amount listed above has been included within the Base Bid.

Certified: Southern Underground Inc

By: *Kevin Bush* (Company-Contractor)
Kevin Bush, President
(President's Signature)
(President's Typed or Printed Name)

Sworn to and subscribed before me in St. Lucie County, Florida on the
day of April 18, 2025



Denise D'Alessio
NOTARY PUBLIC

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS

Vendor Name: Southern Underground Inc
Vendor FEIN: 46-1850598
Authorized Representative's Name: Nicole Bush
Authorized Representative's Title: Vice President
Address: 2748 SW Casella Street
City, State and Zip Code: Port St Lucie, FL 34953
Phone Number: 772-528-4044
Email Address: Nicole@southernundergroundinc.com

Sections 287.135 and 215.473, Florida Statutes, prohibit Florida municipalities from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or to engage in any Business operations with Cuba or Syria. Sections 287.135 and 215.4725 also prohibit Florida municipalities from contracting with companies, for goods or services in any amount that are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of "Scrutinized Companies" can be found at the following link:
<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyReports.aspx>

As the person authorized to sign on behalf of the Respondent Vendor, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. I understand that pursuant to Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject the Respondent Vendor to civil penalties, attorney's fees, and/or costs.

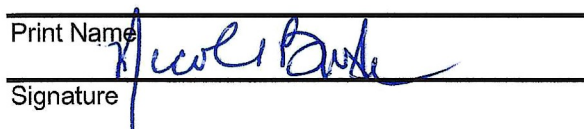
I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Authorized Signature

Nicole Bush

Print Name

Signature



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.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Southern Underground, Inc.

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

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its 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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

5 Address (number, street, and apt. or suite no.). See instructions.

2748 SW Casella Street

6 City, state, and ZIP code

Port St. Lucie, FL 34953

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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

- -

or

Employer identification number

4 6 - 1 8 5 0 5 9 8

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 for Part II, later.

Sign Here

Signature of U.S. person

[Signature]

Date

4/18/25

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/17/2025

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance Services, Inc. 140 Fountain Parkway N Suite 600 St. Petersburg FL 33716	CONTACT NAME: Patricia Oliver PHONE (A/C, No, Ext): (727) 461-6044 FAX (A/C, No): (727) 442-7695 E-MAIL ADDRESS: Patricia.Oliver@bbrown.com														
INSURED Southern Underground, Inc. 2748 SW CASELLA ST Port St. Lucie FL 34953	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Imperium Insurance Company</td><td>35408</td></tr><tr><td>INSURER B: Auto-Owners Insurance Company</td><td>18988</td></tr><tr><td>INSURER C: Insurance Company of the West</td><td>27847</td></tr><tr><td>INSURER D: Auto-Owners Insurance Group</td><td>018988</td></tr><tr><td>INSURER E: Lloyd's of London</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Imperium Insurance Company	35408	INSURER B: Auto-Owners Insurance Company	18988	INSURER C: Insurance Company of the West	27847	INSURER D: Auto-Owners Insurance Group	018988	INSURER E: Lloyd's of London		INSURER F:	
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INSURER E: Lloyd's of London															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 24-25 Master with new**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	CON-IC-GL-0000218-00	06/30/2024	06/30/2025	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000																				
MED EXP (Any one person)	\$ 5,000																				
PERSONAL & ADV INJURY	\$ 1,000,000																				
GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	5392935900	06/30/2024	06/30/2025	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td>PIP</td><td>\$ 10,000</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	PIP	\$ 10,000				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
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BODILY INJURY (Per accident)	\$																				
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PIP	\$ 10,000																				
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						<table><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$								
EACH OCCURRENCE	\$																				
AGGREGATE	\$																				
	\$																				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WFL 5066348 02	06/30/2024	06/30/2025	<table><tr><td><input checked="" type="checkbox"/> PER STATUTE</td><td><input type="checkbox"/> OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td>500,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td>500,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td>500,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT	\$	500,000	E.L. DISEASE - EA EMPLOYEE	\$	500,000	E.L. DISEASE - POLICY LIMIT	\$	500,000		
<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER																				
E.L. EACH ACCIDENT	\$	500,000																			
E.L. DISEASE - EA EMPLOYEE	\$	500,000																			
E.L. DISEASE - POLICY LIMIT	\$	500,000																			
D	Inland Marine	Y	Y	20929359	06/30/2024	06/30/2025	<table><tr><td>Rented Equipment</td><td>\$25,000</td></tr><tr><td>Deductible</td><td>\$1,000</td></tr><tr><td>Scheduled</td><td>\$7,114</td></tr></table>	Rented Equipment	\$25,000	Deductible	\$1,000	Scheduled	\$7,114								
Rented Equipment	\$25,000																				
Deductible	\$1,000																				
Scheduled	\$7,114																				

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

City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents are additional insured General Liability, Auto Liability, Pollution Liability, and Inland Marine. A Waiver of Subrogation in favor of Certificate holder applies to the General Liability, Auto Liability, Pollution, and Workers Compensation as required by written contract. 30 day notice of cancellation applies, except for non-payment which is 10 days.

CERTIFICATE HOLDER**CANCELLATION**City of Port St. Lucie
121 SW Port St. Lucie Blvd.

Port St. Lucie

FL 34984

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

AGENCY CUSTOMER ID: 00352342

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Brown & Brown Insurance Services, Inc.		NAMED INSURED Southern Underground, Inc.
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

E. Pollution Liability
 Policy #CPL01449001
 Effective 4/15/25-4/15/26
 Writing Company: Lloyd's of London
 Limits:
 \$2,000,000 Aggregate
 \$1,000,000 Occurrence
 Additional insured status applies per endorsement CPL AIBLKT 07 24 and waiver of subrogation applies per endorsement CPL WOS22 10 23.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization in which the Named Insured has agreed in a written contract or written agreement executed prior to a loss.	Any location(s) in which the Named Insured has agreed in a written contract or written agreement executed prior to a loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization in which the Named Insured has agreed in a written contract or written agreement executed prior to a loss.	Any location(s) in which the Named Insured has agreed in a written contract or written agreement executed prior to a loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that

person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

58504 (1-15)

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Page 1 of 1

58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V CONDITIONS, A. LOSS CONDITIONS is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

5. Our Right to Recover Payments

If **we** make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, **we** will be entitled to that right. That person shall do everything necessary to transfer that right to **us** and do nothing to prejudice it.

However, **we** waive **our** right to recover payments made for **bodily injury** or **property damage**:

- a. Covered by the policy; and
- b. Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or entity

only if such rights have been waived by the written contract prior to the **accident** or **loss** which caused the **bodily injury** or **property damage**.

All other policy terms and conditions apply.

58583 (1-15)

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Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

58524 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF DEFINITIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION VI - DEFINITIONS is amended.

1. B. is deleted and replaced by the following definition.

B. **Auto** means:

1. A land motor vehicle;
2. A **trailer**; or
3. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, **auto** does not include **mobile equipment**. As it applies to this endorsement only,

mobile equipment does not include a snowmobile.

2. U. is deleted and replaced by the following definition.

U. **Trailer** means a vehicle which is designed to be connected to and towed by a power unit.

Trailer does not include non-motorized farm machinery or farm wagons. A **trailer** is not **equipment or custom furnishings**.

All other policy terms and conditions apply.

58524 (1-15)

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Page 1 of 1

58540 (12-19)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V - CONDITIONS, B. GENERAL CONDITIONS, 2. **Other Insurance** is amended. The following provision is added as it applies to this endorsement only. When this insurance is primary and there is other insurance for any person or organization, other than a Named Insured, which covers liability for **your** operations, contribution from such other insurance shall not be sought by **us** when:

- (1) There is a written agreement between **you** and such person or organization that this insurance shall be primary and without the right of contribution; and
- (2) Such written agreement was in force prior to any **bodily injury or property damage**.

All other policy terms and conditions apply.

58540 (12-19)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –
AUTOMATIC**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED IS
REQUIRED UNDER WRITTEN CONTRACT TO FURNISH THIS WAIVER,
FOR FLORIDA OPERATIONS ONLY.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **06-30-24** Policy No. **WFL 5066348 02**
Insured **SOUTHERN UNDERGROUND INC**
Insurance Company **INSURANCE COMPANY OF THE WEST**

Endorsement No. **001**
Premium \$ **INCL.**

Countersigned By _____



Ron DeSantis, Governor

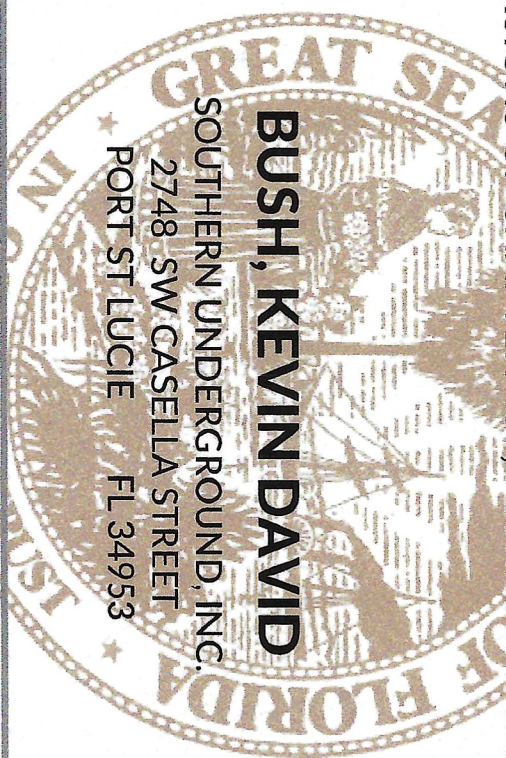
Melanie S. Griffin, Secretary



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



BUSH, KEVIN DAVID

SOUTHERN UNDERGROUND, INC.
2748 SW CASELLA STREET
PORT ST LUCIE FL 34953

LICENSE NUMBER: CUC1224354

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 02/14/2025

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CITY OF PORT ST. LUCIE
BUILDING DEPARTMENT
CERTIFICATE OF COMPETENCY

11368

EXPIRE: 9/30/25

BUSH, KEVIN
SOUTHERN UNDERGROUND INC
6083 NW EAST DEVILLE CIR
PORT ST LUCIE, FL 34953

SIGNATURE _____

CONCRETE FORM/PL/FINISH

FL#:

PSL - 11767