#### Addendum #2 - 4/15/2022 E-Bid #20220040

#### E-Bid Reply Excel Spreadsheet

#### Glades to Tradition Reuse Water Main Construction Project "REVISED" Cost Work Sheet - Schedule A

Company Name: FELIX ASSOCIATES OF FLORIDA, INC.

LINE	DESCRIPTION	UNIT	QUAN.	JNIT PRICE	TOTAL AMOUNT
1	Mobilization/Demobilization and General Conditions	LS	1	\$ 150,000.00	\$ 150,000.00
2	Clearing and Grubbing	LS	1	\$ 20,500.00	\$ 20,500.00
3	Record Drawings	LS	1	\$ 16,000.00	\$ 16,000.00
4	24-Inch DR-11 HDPE Reuse WM (HDD)	LF	3,000	\$ 275.00	\$ 825,000.00
5	36-Inch C-900 PVC Wastewater FM	LF	660	\$ 600.00	\$ 396,000.00
6	30-Inch C-900 PVC Reuse WM	LF	20	\$ 750.00	\$ 15,000.00
7	24-Inch C-900 PVC Reuse WM	LF	9,200	\$ 295.00	\$ 2,714,000.00
8	16-Inch C-900 PVC Reuse WM	LF	20	\$ 135.00	\$ 2,700.00
9	8-Inch C-900 PVC Reuse WM	LF	20	\$ 120.00	\$ 2,400.00
10	24-Inch Gate Valve and Valve Box	EA	17	\$ 25,000.00	\$ 425,000.00
11	16-inch Gate Valve and Valve Box	EA	1	\$ 12,000.00	\$ 12,000.00
12	8-Inch Gate Valve and Valve Box	EA	1	\$ 5,000.00	\$ 5,000.00
13	Connect to Existing 30" Reuse Water Main	EA	1	\$ 10,000.00	\$ 10,000.00
14	Connect to Existing 36" Wastewater Force Main	EA	1	\$ 10,000.00	\$ 10,000.00
15	Ductile Iron Fittings (Reuse WM)	TN	7.2	\$ 18,000.00	\$ 129,600.00
16	Ductile Iron Fittings (Wastewater FM)	TN	0.5	\$ 40,000.00	\$ 20,000.00
17	24-Inch PVC to HDPE Transition Fittings	EA	8	\$ 5,000.00	\$ 40,000.00
18	2-Inch ARV Assembly	EA	13	\$ 9,000.00	\$ 117,000.00
19	Bollards	EA	48	\$ 900.00	\$ 43,200.00
20	Wire Reinforced Concrete Pad (6'X26'X6")	SY	20	\$ 145.00	\$ 2,900.00
21	Asphalt Driveway	SY	45.1	\$ 110.00	\$ 4,961.00
22	Remove / Replace 4' Barbed Wire Fence (25 LF)	EA	2	\$ 500.00	\$ 1,000.00
23	Seed and Mulch	SY	20,500	\$ 1.35	\$ 27,675.00
24	Miscellaneous Restoration	LS	1	\$ 5,000.00	\$ 5,000.00
25				TOTAL	\$ 4,994,936.00

Note: Unit prices are limited to 2 decimals.

Example: \$5.2555 is not acceptable - \$5.25 is acceptable

Contractor Signature:

Contractor's Name: BENJAMIN MILLER
Contractor's Phone Number: (772) 220-2722
Contractor's Email Address: BMILLER@FELIXASSOCIATES.NET

#### 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. Lucle 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 <u>DemandStar's Website</u> for retrieval. All notice of intent to award documentation will be published on the <u>City Clerk's Website</u>. 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: Benjamin Miller	
Signed:	
Company and Job Title: Felix Associates of Florida, Inc Vice President	
Date: April 21, 2022	

Attachment E E-Bid #20220040

#### CONTRACTOR'S GENERAL INFORMATION WORKSHEET/QUESTIONNAIRE E-Bid #20220040 - 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:	at Martin County, Florida , t	his 21st day of April, 2022		
	(Location)			
Name	of Organization/Contractor: Felix Associates of Florida,	Inc.		
Bv: Be	enjamin Miller - Vice President			
	Name and Title			
1. Co	orporation, Partnership, Joint Venture, Individual or ot	her? Corporation		
	9			
2. Fir	rm's name and main office address, telephone and fax	iminoers		
	Name: Felix Associates of Florida, Inc.	To the second se		
	Address: 8528 SW Kansas Avenue, Stuart FL 34997			
	Telephone Number: (772) 220-2722	- 12 - 12 - 12 - 12 - 12 - 12 - 12 - 12		
	Fax Number: (772) 220-2728			
3.	Contact person: Benjamin Miller	Email: bmiller@felixassociates.net		
4.	Firm's previous names (if any). None			
5.	How many years has your organization been in busing	ness?_13 years		
6.	Has your firm ever received a cure notice from a government entity? () Yes (x) No If yes, please explain:			
7.	ADDENDUM ACKNOWLEDGMENT - Bidder a	cknowledges that the following addenda have beer		

received and are included in its proposal/bid:

Addendum Number Date Issued Addendum Number Date Issued

Addendum Number	Date Issued	Addendum Number	Date Issued
#1	04/14/2022		
#2	04/15/2022		30-00
#3	04/15/2022		

1	

List five (5) reuse 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 8. order value.

Project Number 1
Project Name: Turtle Creek Lancaster Park Reclaimed Water Main Extension
Description: Laying approximately 15,000 linear feet of 24" reclaimed water main and appurtenance through conventional
means and using directional bores. Construction beginning on Hickory Tree Road, continue along U.S. 192, Nora Tyson Road,
and Lillian Lee Road to Narcoossee Road. Several driveways open cut and replaced and some length of roadway as well.
Location: Hickory Tree Rd, Osceola FL
Client Name, Phone Number & Email: The City of St. Cloud / 407-957-7279 / cameron.crandell@stcloud.org
Value of Total Contract: \$3,054,910.00
Date of Completion: 08/23/2018
Firm's Percentage of Total Contract: 100%
Number of Change Orders: 10
Value of Change Orders: \$261,492.00
Was Project Completed on Schedule: Yes
Was Project Completed within Budget? Yes
Project Number 2
Project Name: Eastern Section of the Palm Beach County Central Regional Reclaimed Water Pipeline
Description: Approximately 31,500 LF of 36" DIP, 3,700 LF of HDPE by HDD, Jack & Bore 290 LF 54" Steel
Casing, FDOT & Turnpike ROW. Work performed in sensitive wetlands, crossing Turnpike ROW, and SR 704
Okeechobee Blvd ROW. Milling and asphalt overlays performed along SR 704.
Location: SR 704, Okeechobee FL
Client Name, Phone Number & Email: Florida Power & Light / (772) 631-6686 / david.xavier@holtzconsulting.com
Value of Total Contract: \$9,500,245.00
Date of Completion: 10/22/2010
Firm's Percentage of Total Contract: 100%
Number of Change Orders: 1
Value of Change Orders: (\$2,997,488.00)
Was Project Completed on Schedule: Yes
Was Project Completed within Budget? Yes
Project Number 3

Project Name: IQ Main: Martin County Interconnect
Description: IQ watermain consisting of 12,000 LF of 16" PVC, 4,800 LF of 12" PVC, and 195 LF of 12" DIP. 350 LF of
30" HDPE Casing by HDD, 311 LF of 30" Steel Casing by jack & bore under FDOT and Rallroad ROW, 688 LF of 18" HDPE Carrier Pipe in Casing, 4,870 LF of 18" HDPE by HDD, 572 LF of 14" HDPE by HDD, and 12" Bulk Metering Facility with telemetry and power service. Worked within City, County, and FDOT ROWs.
Location: Stuart, Florida
Client Name, Phone Number & Email: City of Stuart / (772) 288-1292 / dpeters@ci.stuart.fl.us
Value of Total Contract: \$2,672,818.20
Date of Completion: 08/25/2011
Firm's Percentage of Total Contract: 100%
Number of Change Orders: 1
Value of Change Orders: (\$299,596.52)
Was Project Completed on Schedule: Yes
Was Project Completed within Budget? Yes
Project Number 4
Project Name: Tropical Farms 16" IQ Reuse Main
Description: 17,948 LF of 16" PVC and 4,050 LF of 16" HDPE by HDD. Worked in and crossed
County and Turnpike ROWs.
Location: From Armellini Ave to Highlands Reserve, Stuart FL
Client Name, Phone Number & Email: Martin County / (772) 221-2353 / svandersluis@martin.fl.us
Value of Total Contract: \$998,556.40
Date of Completion:10/29/2009
Firm's Percentage of Total Contract: 100%
Number of Change Orders: 7
Value of Change Orders: \$58,176.01
Was Project Completed on Schedule: Yes
Was Project Completed within Budget? Yes
Project Number 5
Project Name: Southport to Westport Phase 1
Description: Installation of approximately 36,000 LF of reuse water main, 5,920 LF of 30" HDPE
4,260 LF 24" HDPE, 11,700 LF 24" PVC, 12" and 16" PVC/HDPE, ARVs, and work in Turnpike R
Location: Pine Valley St, Port St Lucie, Florida
Client Name, Phone Number & Email: City of Port St Lucie / (772) 528-2139 / Lsoutherly@cityofps
Value of Total Contract: \$6,785,478.50
Date of Completion: 05/08/2007
Page 3 of 5

Firm's Percentage of Total Contract: 100%	
Number of Change Orders: 1	
Value of Change Orders: \$91,999.45	
Was Project Completed on Schedule: Yes	
Was Project Completed within Budget? Yes	
et subcontractors and major material suppliers for the project. Include telephonets if necessary. Attach all licenses and certifications that qualify them	one numbers. In to perform the
See Attached.	
fused to enter into a contract after an award has been made; failed to comp we (5) years or been declared to be in default in any contract or been assessed we (5) years? List the name of project, location, client, engineer, date and re	lete a contract of liquidated dam
as the Contractor or any principals of the applicant organization failed to qual fused to enter into a contract after an award has been made; failed to compose (5) years or been declared to be in default in any contract or been assessed (c) years? List the name of project, location, client, engineer, date and receded.  Total Number of Projects where Failure to Complete Work Occurred: None	lete a contract of liquidated dam eason. Use addi
fused to enter into a contract after an award has been made; failed to comp ye (5) years or been declared to be in default in any contract or been assessed ye (5) years? List the name of project, location, client, engineer, date and reded.	lete a contract of liquidated dam eason. Use addi
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fused to enter into a contract after an award has been made; failed to complete (5) years or been declared to be in default in any contract or been assessed (e (5) years? List the name of project, location, client, engineer, date and receded.  Total Number of Projects where Failure to Complete Work Occurred: None  Project Number 1  Project Name:  Project Location:  Client Name and Phone Number:  Engineer Name and Phone Number:  Date:  Reason:  sert additional projects if needed.  as the Contractor or any of its principals ever been declared bankrupt or reor	lete a contract liquidated dam eason. Use add

Page 4 of 5

Attachment G

List any lawsuits pending or completed within t partnership or individuals with more than ten pero None.	
(N/A is not an acceptable answer - insert lines if i	needed)
List any judgments from lawsuits in the last five	(5) years:
(N/A is not an acceptable answer - insert lines if	needed)
List any criminal violations and/or convictions of None.	f the Proposer and/or any of its principals:
(N/A is not an acceptable answer - insert lines if	needed)
13 M2.	Vice President
Signature	Title



#### "A City for All Ages"

#### **E-BID #20220040 – 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, 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

Attachment H

E-Bid #20220040

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.

Name of	of Organization/Proposer Felix Associates of Florida, Ir	IC.
Signatur	re / // h	
Printed N	Name and Title Benjamin Miller - Vice President	
Date	April 21, 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.

# CITY OF PORT ST. LUCIE, FLORIDA SEALED BID NO. 20220040 - Attachment I PROJECT TITLE: Glades to Tradition Reuse Water Main Construction Project

#### TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Location: Glades to Tradition Reuse 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.

2.	The estimated cost imposed by compli	ance with The Trench Safety Act will be:
	Four Thatsand Dollars (Written)	\$ 4,000 (Figures)
3.	The amount listed above has been incl	uded within the Base Bid.
		tes of Florida, Inc.
	By: (Company-Co	ntractor)
	By:	Vincent Amato - President
	(President's Si	gnature) yped or Printed Name)
Swo	orn to and subscribed before me in	Martin County, Florida on the
	ofApril 21, 20 <u>22</u> .	p V
		NOTARY PUBLIC
	RUSSELL COMBS MY COMMISSION # HH 081194 EXPIRES; May 5, 2025 Bonded Thru Notary Public Underwrite	

#### **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.

26-4299335				
April 21, 2022				
Felix Associates of Florida, Inc.				
Glades to Tradition Reuse Water Main Construction Projec				
nat the foregoing is true and correct.				
21st 20 22 in Stuart (city), FL (state).				
Benjamin Miller - Vice President				
Printed Name and Title of Authorized Officer or Agent				
RUSSELL COMBS MY COMMISSION # HH 081194 EXPIRES: May 5, 2025 Bonded Thru Notary Public Underwriters				

## NON-COLLUSION AFFIDAVIT Solicitation 20220040 - Attachment K

# Glades to Tradition Reuse Water Main Construction Project

State of	Florida	
County	of Martin	
Benj	amin Miller	, being first duly sworn, disposes and says that:
	(Name/s)	
1.	They are Vice President of	Felix Associates of Florida, Inc. the Proposer that
	(Title)	(Name of Company)
has sub	mitted the attached PROPOSAL;	
2. pertiner	He is fully informed respecting the part circumstances respecting such PRO	reparation and contents of the attached proposal and of all POSAL;
3.	Such Proposal is genuine and is not a	collusive or sham Proposal;
agreed, in conn proposi or collu in the a or unla	ees or parties in interest, including to directly or indirectly with any other Projection with the contract for which the ing in connection with such Contract or sion or communication or conference with the transport of any other Proposition	of its officers, partners, owners, agents, representatives, nis affiant, has in any way colluded, conspired, connived or oposer, firm or person to submit a collusive or sham Proposal e attached proposal has been submitted or to refrain from has in any manner, directly or indirectly, sought by agreement with any other Proposer, firm or person to fix the price or prices ser, or to secure through any collusion, conspiracy, connivance ast the City of Port St. Lucie or any person interested in the
5. collusio	The price or prices quoted in the atta on, conspiracy, connivance or unlawfu entatives, owners, employees, or partie	ached Proposal are fair and proper and are not tainted by any I agreement on the part of the Proposer or any of its agents, as in interest, including this affiant.
(Signed	1) //2.	·
(Title)	Vice President	

# STATE OF FLORIDA COUNTY OF ST. LUCIE) SS: The foregoing instrument was acknowledged before me this (Date) April 21, 2022 by: Benjamin Miller who is personally known to me or who has produced as identification and who did (did not) take an oath. Commission No. HH 08 1) 9 9 Notary Print: RUSSELL COMBS MY COMMISSION # HH 08 1194 EXPIRES: May 5, 2025 Bonded Thru Notary Public Underwritars

#### DRUG-FREE WORKPLACE FORM E-Bid # 20220040 - Attachment L Glades to Tradition Reuse Water Main Construction Project

The undersigned Contractor in accordance with	th Florida Statute 287.087 hereby certifies th	at
Felix Associates of	of Florida, Inc. does:	
(Name of I	f 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.

Bidder's Signature

April 21, 2022

Date:

#### CITY OF PORT ST. LUCIE, FLORIDA E-BID NO. 20220040 – ATTACHMENT M

PROJECT TITLE: Glades to Tradition Reuse Water Main Construction Project

## Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

The Contractor certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
- (b) have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property
- (c) are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Contractor certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation."

Company Name:	Felix Associates of Florida, Inc	).	1	
Authorized By:	13/m.	- Benjamin Miller		
	(S(gn)	•	(Print Name)	
Title:	Vice President	Date:	April 21, 2022	

<sup>\*\*</sup>All subcontractors are required to submit this form with the prime contractor's proposal\*\* This is a mandatory document. No exceptions will be made.

# **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 SW Port St. Lucie Blvd.
Port St. Lucie FL 34984

BOND AMOUNT: \$ Five Percent of Bid Amount

#### PROJECT

(Name, location or address, and Project number, if any)
Glades to Tradition Reuse Water Main 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 Cyrwyd, 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 ptural where applicable.

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21st Signed and sealed this day of April, 2022.

(Principal) (Seal)

(Title) BENDAMIN WILL - VICE PLESIDENT
Philadelphia indemnity Insurance Company
(Surety) (Seal)

(Witness) Stephanie F. Foy

2

#### ACKNOWLEDGEMENT OF SURETY

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

On April 21, 2022, before me personally came Lisa Nosal 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.

My Commission expires:

STEPHANIE F. FOY NOTARY PUBLIC STATE OF NEW JERSEY

MY COMMISSION EXPIRES OCT 27, 2023

#### 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. Mallory, 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,

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 Pennsylvania - Notary Seal Vanessa McKenzie, Notary Public Montgomery County My commission expires November 3, 2024 Commission number 1366394

Notary Public:

Vanessa McKenzie

residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, 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)

			of December 31,		
	_	<u>2020</u>	_	<u> 2019</u>	
Bonds (fair value \$8,041,263 and \$7,329,360)	\$	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	
Pederal income taxes receivable				28,027	
Net deferred tax assets		138,129		134,628	
Other assets		4 <b>.9</b> 97		3,541	
Total admitted assets	\$	9,935,147	\$	9,437,333	
Liabilities and Capital and Surplus					
Liabilities:					
Unpaid loss and loss adjustment expenses	\$	5,218,304	\$	5,007,616	
Unearned 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		3000	
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	
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:		1,500		-,	
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	2	9.935.147	2	9.437.333	
Lorar mannings and cabina and authina	<u> </u>	7.7.1.7.14	47	لداواتها اجازار	

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 Kimberty A. Kessleski, Notary Public Montgomery County Mycommission expires December 18, 2024 Commission number 1245769

Member, Pennsylvania Association of Noterles

Sworn to before me this 26 day of May 2021.

Earen Gilmer-Pauciello

Kareneniifeepauciello, EVP & CFO



### **SUBS AND SUPPLIERS**

#### Subcontractors:

Company Name: K3 Directional Drilling, Inc.

Phone: (772) 284-0774

Email: lewis@k3directionaldrilling.com

Scoop of work: Horizontal Directional Drilling

Company Name: Betsy Lindsay, Inc.

Phone: (772) 286-5753

Email: egarcia@betsylindsay.com

Scoop of work: Survey

Company Name: Natures Keeper, Inc.

Phone: (772) 467-1230

Email: Terri@natures-keeper.com

Scoop of work: Seed & Mulch

#### Suppliers:

#1 Pipe, Valve, Fittings & Misc.

Name: Core & Main Phone: (772) 466-5955

Email: Christopher.Vause@coreandmain.com

#2

Name:

Phone:

Email:

#3

Name:

Phone:

Email:



DATE (MIM/DD/YYYY)

CERTIFICATE OF LIABILITY INSURANCE 12/30/2021 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(les) 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). CONTACT NAME: Jo-Ann Intiso PRODUCER FAX (A/C, No): (973) 812-9860 (973) 890-0900 C & H Agency (A/C, No. Ext): jintiso@chagency.com 783 Riverview Drive ADDRESS: P.O. Box 324 INSURER(S) AFFORDING COVERAGE NAIC # **Executive Risk Indemnity** 35181 NJ 07511 Totowa INSURER A : INSURER B: Federal Insurance Co. 20281 MSURED Clear Blue Specialty Insurance Co. 37745 Felix Associates of Florida, Inc. 8528 SW Kansas Avenue INSURER O Stuart FL 34997 INSURER E : INSURER F : 21-22 GL,A,U,WC,EXC **REVISION NUMBER: CERTIFICATE NUMBER: COVERAGES** 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 INSR POLICY NUMBER TYPE OF INSURANCE 2,000,000 COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) 300,000 CLAIMS-MADE X OCCUR 10.000 XCU-Completed Ops s MED EXP (Any one person) 12/31/2022 2,000,000 Blanket Contractual 54326202 12/31/2021 A PERSONAL & ADV INJURY 4,000,000 GENERAL AGGREGATE GENTL AGGREGATE LIMIT APPLIES PER 4,000,000 POLICY X PRO-PRODUCTS - COMP/OP AGG OTHER: COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 AUTOMOBILE LIABILITY BODILY INJURY (Per person) ANY AUTO OWNED SCHEDULED 12/31/2021 12/31/2022 54326201 BODILY (NJURY (Per accident) s В AUTOS NON-OWNED AUTOS ONLY AUTOS ONLY PROPERTY DAMAGE \$ HIRED AUTOS ONLY (Per accident) 5.000.000 UMBRELLA LIAB OCCUR EACH OCCURRENCE 5,000,000 12/31/2021 12/31/2022 5671-7285 В **EXCESS LIAB**  $\times$ **AGGREGATE CLAIMS-MADE** DED RETENTION \$ WORKERS COMPENSATION X PER STATUTE AND EMPLOYERS' LIABILITY 1,000,000 E.L. EACH ACCIDENT ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) 12/31/2022 54326203 12/31/2021 N N/A 1,000,000 E.L. DISEASE - EA EMPLOYEE 1,000,000 E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS below \$5,000,000 **Fach Occurrence** Excess Liability \$5,000,000 12/31/2021 12/31/2022 Aggregate WCCN-CEL-0000824-02 C Follow Form DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. City of Port St. Lucie 121 S.W. Port St. Lucie Blvd. AUTHORIZED REPRESENTATIVE

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FL 34984

Port St. Lucie

Ron DeSantis, Governor

Halsey Beshears, Secretary



# STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED 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** 

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# 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** 

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#### MARTIN COUNTY 2021 - 2022 BUSINESS TAX RECEIPT

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

> Penalty 0.00 Coli-Fee 0.00

Lic Fee 26.25 Transfer 0.00

> FELIX ASSOCIATES OF FLORIDA, INC. 8528 SW KANSAS AVE

STUART, FL 34997

Cert

Sic No 236220



CGC1507744

**TOTAL 26.25** AMATO, VINCENT

FELIX ASSOCIATES OF FLORIDA, INC.

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

July 13, 2021

AND ENDINGSeptember 30, 2022

BTR-20-00229589 PAID

2021 - 2022 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 July 13, 2021

AND ENDING September 30, 2022

Account 2012-518-0753

Account 2012-518-0753

Phone (772)220-2722

Location 8528 SW KANSAS AVE

Category 518

Phone (772)220-2722

Category 518

CGC1507744 Cert 236220 Sic No

Location 8528 SW KANSAS AVE



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

BTR-20-00229589 PAID

## 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 or occupation of 520 UNDERGROUND UTILITY/EXCAVATION at location listed for the period beginning on

July 13, 2021

2021 - 2022

AND ENDINGSeptember 30, 2022

BTR-20-00229589 PAID

DTD 00 0000500

MARTIN COUNTY

BUSINESS TAX RECEIPT

Account 20

Honorable Ruth Pietruszewski CFC, Tax Collector 3485 S.E. Willoughby Blvd., Stuart, FL 34994

(772) 288-5604

Lic Fee 26.25
Penalty 0.00
Coil-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 13, 2021

AND ENDING September 30, 2022

Account 2011-520-0892 Category 520

Sic No 561990

Cert

Phone (772)220-2722

Location 8528 SW KANSAS AVE

Comy for Control of the Control of t

CUC1224947

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

Cert

Sic No



Account 2011-520-0892

Category 520

Phone (772)220-2722

Location 8528 SW KANSAS AVE

115200892+2022\*

CUC1224947

561990

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

BTR-20-00229589 PAID