

PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST

COUNCIL ITEM 7B
DATE 10/24/11

Meeting Date: October 24, 2011

Public Hearing ___ Ordinance ___ Resolution ___ Motion X

Demandstar Broadcast Date: July 15, 2011

Item: E-Bid #20110095 - Bridge Deck & Joint Rehabilitation for Becker Road Bridge over Florida's Turnpike #941001 & Port St. Lucie Blvd. Bridge over C-24 Canal #945272

Recommended Action:

Approval of Award and Contract Documents with Estep Construction, Inc. for the Bridge Deck Joint Rehabilitation for Becker Road Bridge over Florida's Turnpike #941001 & Port St. Lucie Blvd. Bridge over C-24 Canal #945272 in the amount of \$33,268.00. Contract period is sixty (60) calendar days with no option for renewal.

Exhibits: Department memo attached [X] yes [] no

Copies of the RFP Specifications and all Addenda, Responses from proposers, tabulation report, CD of Pre Bid Meeting and all related documents.

Summary Explanation/Background Information: Seven (7) proposals were received on August 17, 2011 with two (2) proposals being deemed non-responsive. Estep Construction, Inc. provided the best value to the City with a bid of \$33,268.00 excluding Option C for the Bridge Deck & Joint Rehabilitation projects at two (2) bridge sites in Port St. Lucie. The Engineering/Public Works Department has reviewed the proposal and recommends City Council approve this request as it will allow a cost savings by being \$28,330.80 lower than the highest bidder. Local Preference did not apply to this bid as none of the firms submitting were local. The Contract period is sixty (60) calendar days.

Purchase is budgeted in the 401 Fund.

Expenditure: \$33,268.00

Department requests expenditure from the following:

Fund	304	Road & Bridge CIP Fund
Cost Center	4125	Street Maintenance
Object Code	534000	Contractual Services
Project	00000	n/a

Director of OMB concurs with award: OK

City Manager concurs with award: JRS

Department requests -0- minutes to make a presentation.

Submitted by: Kimberly Graham for Patricia Roebeling

Date Submitted: 10/10/11

RECEIVED

Title: Assistant City Engineer

OCT 10 2011



"A City for All Ages"

CITY OF PORT ST. LUCIE
ENGINEERING DEPARTMENT
Accredited Agency – American Public Works Association



MEMORANDUM

To: Cheryl Shanaberger, OMB Deputy Director

Thru: James E. Angstadt, P.E. *JEAA*

From: Larry Nadeau, Project Manager *LN*

Date: October 3, 2011

Re: Bridge Deck & Joint Rehabilitation – E-Bid #20110095

Staff has reviewed the bid results of August 17, 2011 for certain bridge deck improvements and joint rehabilitations of two bridges; Port St. Lucie Blvd. Bridge #945272 over the C-24 Canal and Becker Road Bridge #941001 over the Florida Turnpike Overpass. At this time it would be our recommendation to award the bridge repairs to the lowest reasonable bidder, Estep Construction, Inc. The award considers both Options A & B for a total of \$33,268.00 excluding Option C.

We hereby request that this award recommendation be scheduled for the next available City Council Meeting for the Council's review and consideration. Funding for this work is budgeted in the Road and Bridge Capital Improvement, account 304-4125-534000. Work will be done during Fiscal Year 2011-12.

If you have any questions or require additional information, please do not hesitate to contact me.

/ln
Attachment

cc: Jesus Merejo – Utility Systems Director
Patricia Roebing, P.E. – City Engineer
Kimberly Graham, P.E. – Assistant City Engineer
Denise Burton, P.E. – Utility Engineer
Steve Jungohan, - CIP Project Manager
Robyn Holder, Contract Specialist

			Non-Responsive				Non-Responsive							
			Bridge Masters Construction		Estep Construction		Johnson Bros Construction		JWS Contracting Services		Sieg & Ambachtsheer		Intron Technologies	
	Unit pf Measure	Quan	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 4,500.00	\$ 4,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,259.00	\$ 2,259.00
	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,500.00	\$ 6,500.00	\$ 2,000.00	\$ 2,000.00	\$ 372.00	\$ 372.00
	CF	10	\$ 100.00	\$ 1,000.00	\$ 300.00	\$ 3,000.00	\$ 400.00	\$ 4,000.00	\$ 600.00	\$ 6,000.00	\$ 650.00	\$ 6,500.00	\$ 654.00	\$ 6,540.00
h	LF	212.2	\$ 40.00	\$ 8,488.00	\$ 50.00	\$ 10,610.00	\$ 44.00	\$ 9,336.80	\$ 61.00	\$ 12,944.20	\$ 60.00	\$ 12,732.00	\$ 44.00	\$ 9,336.80
	LS	1	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
TOTAL				\$ 19,498.00		\$ 17,620.00		\$ 23,846.80		\$ 27,954.20		\$ 23,242.00		\$ 18,517.80
	Unit pf Measure	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 4,500.00	\$ 4,500.00	\$ 3,200.00	\$ 3,200.00	\$ 2,000.00	\$ 2,000.00	\$ 2,259.00	\$ 2,259.00
	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 7,000.00	\$ 7,000.00	\$ 6,500.00	\$ 6,500.00	\$ 2,000.00	\$ 2,000.00	\$ 372.00	\$ 372.00
	CF	10	\$ 200.00	\$ 2,000.00	\$ 300.00	\$ 3,000.00	\$ 400.00	\$ 4,000.00	\$ 600.00	\$ 6,000.00	\$ 650.00	\$ 6,500.00	\$ 654.00	\$ 6,540.00
	LF	216.2	\$ 35.00	\$ 7,567.00	\$ 40.00	\$ 8,648.00	\$ 49.00	\$ 10,593.80	\$ 83.00	\$ 17,944.60	\$ 60.00	\$ 12,972.00	\$ 54.00	\$ 11,674.80
TOTAL				\$ 19,567.00		\$ 15,648.00		\$ 26,093.80		\$ 33,644.60		\$ 23,472.00		\$ 20,845.80
TOTAL				\$ 39,065.00		\$ 33,268.00		\$ 49,940.60		\$ 61,598.80		\$ 46,714.00		\$ 39,363.60
& B														
nds are available)														
	Unit pf Measure	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Only	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00	\$ 1,080.00	\$ 1,080.00	\$ 6,700.00	\$ 6,700.00	\$ 2,000.00	\$ 2,000.00	\$ 300.00	\$ 300.00
	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00	\$ 891.00	\$ 891.00	\$ 1,113.00	\$ 1,113.00	\$ 2,000.00	\$ 2,000.00	\$ 372.00	\$ 372.00
ent -	SY	68	\$ 50.00	\$ 3,400.00	\$ 50.00	\$ 3,400.00	\$ 45.50	\$ 3,094.00	\$ 4.00	\$ 272.00	\$ 80.00	\$ 5,440.00	\$ 11.00	\$ 748.00
	TN	0.283	\$ 10,000.00	\$ 2,830.00	\$ 9,000.00	\$ 2,547.00	\$ 15,011.00	\$ 4,248.11	\$ 120.00	\$ 33.96	\$ 1,500.00	\$ 424.50	\$ 2,650.00	\$ 749.95
			Bridge Masters		Estep Construction		Johnson Bros.		JWS Contracting		Sieg & Ambachtsheer		Intron Technologies	
la must be acknowledged to be				No		Yes		Yes		Yes		Yes		Yes
				Yes		Yes		Yes		Yes		Yes		Yes
				Yes		Yes		Yes		Yes		Yes		Yes
nditions.				Yes		Yes		Yes		Yes		Yes		Yes
orm the work				Yes		Yes		Yes		Yes		Yes		Yes

3:00:00 PM

	Yes		Yes		Yes		1 submitted		Yes		Yes
ever been declared bankrupt or put into receivership?	No		No		No		Unknown		No		No
lawsuits involving the corporation, an 10% interest?	N/A		N/A		All Listed		Unknown		N/A		None
st 5 years?	N/A		N/A		All Listed		Unknown		N/A		None
ons of the Bidder and/or any of the	N/A		N/A		N/A		Unknown		N/A		None
	\$2.5 mil		\$1.25 mil		\$100 mil +		Unknown		\$2 mil		\$2 mil
	No		No		Yes		No		No		Yes
	N/A		N/A		0%		N/A		N/A		0%
	Yes		Yes		Yes		Yes		Yes		Yes

ADDENDUM #1A - AUGUST 9, 2011
"REVISED" E-BID REPLY EXCEL SPREADSHEET
E-BID #20110095
CITY OF PORT ST. LUCIE
BRIDGE DECK & JOINT REHABILITATION FOR
BECKER ROAD OVER FLORIDA'S TUNNEL PIKE - BRIDGE #941001
AND PORT ST. LUCIE BLVD. OVER C-24 CANAL - BRIDGE #945272

Company Name: ESTEP CONSTRUCTION, INC. _____

Option A - Becker Road Bridge Joint Repair

Line Item	Pay Item	Description	Unit of Measure	Quantity	Unit Price	Total
1	101-1	Mobilization	LS	1	\$ 2,000.00	\$ 2,000.00
2	102-1	Maintenance of Traffic	LS	1	\$ 2,000.00	\$ 2,000.00
3	400-32	Concrete for Joint Repair	CF	10	\$ 300.00	\$ 3,000.00
4	458-1-21	Bridge Deck Expansion Joint, Rehabilitation Poured Joint with Backer Rod - Dow 902 RCS	LF	212.2	\$ 50.00	\$ 10,610.00
5		Indemnification Fee	LS	1	\$ 10.00	\$ 10.00
SUB-TOTAL						\$ 17,620.00

Option B - PSL Blvd. Bridge Abutment Joint Repair

Line Item	Pay Item	Description	Unit of Measure	Quantity	Unit Price	Total
1	101-1	Mobilization	LS	1	\$ 2,000.00	\$ 2,000.00
2	102-1	Maintenance of Traffic	LS	1	\$ 2,000.00	\$ 2,000.00
3	400-32	Concrete for Joint Repair	CF	10	\$ 300.00	\$ 3,000.00
4	458-1-26	Bridge Deck Expansion Joint, Rehabilitation Other - Hot Pour	LF	216.2	\$ 40.00	\$ 8,648.00
SUB-TOTAL						\$ 15,648.00
GRAND TOTAL						\$ 33,268.00

Award will be based on Options A & B

Option C - Optional PSL Blvd. Asphalt Repair (if funds are available)

Line Item	Pay Item	Description	Unit of Measure	Quantity	Unit Price	Total
1	101-1	Mobilization of Asphalt Items Only	LS	1	\$ 4,000.00	\$ 4,000.00
2	102-1	Maintenance of Traffic	LS	1	\$ 2,000.00	\$ 2,000.00
3	327-70-5	Milling Existing Asphalt Pavement - 2" Average	SY	68	\$ 50.00	\$ 3,400.00
4	334-1-13	Superpave Asphalt Concrete - Traffic	TN	0.283	\$ 9,000.00	\$ 2,547.00

Bridge Deck & Joint Rehab - Bridges #941001 & #945272
CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type)

E-Bid Number: 20110095

Title: Bridge Deck & Joint Rehabilitation for Becker Rd. Bridge over the Florida Turnpike #941001 and Port St. Lucie Blvd. Bridge over the C-24 Canal #945272

Bidder: Esty Construction, Inc

Reference: F.D.C.T. Turnpike

Fax #: 561-683-9043

Email: _____

Telephone #: 561-683-4646 Ext. 2301

Person to contact: Steve Wille

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this Contractor.

Installation of concrete foundations on Motorist Aid Canal Boxes

Was the project completed on time and within budget? YES

What was the project completion date? 2/11/2011

How many projects has this vendor completed for you within the past 5 years? 1

What problems were encountered (claims)? NONE

How many change orders were requested by this Contractor? NONE

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism 10
Qualifications 9
Budget Control 10

Final Product 10
Cooperation 10
Reliability 10

Would you contract with this Contractor again? Yes No Maybe

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

E-Bid #20110095

Bridge Deck & Joint Rehab - Bridges #941001 & #945272
CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type)

E-Bid Number: 20110095

Title: Bridge Deck & Joint Rehabilitation for Becker Rd. Bridge over the Florida Turnpike #941001 and Port St. Lucie Blvd. Bridge over the C-24 Canal #945272

Bidder: Estep Construction, Inc.

Reference: F.D.O.T. Turnpike Fax #: 561-683-9043

Email: _____ Telephone #: 561-683-4646 Ext. 2301

Person to contact: Steve Wille

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this Contractor.

Was the project completed on time and within budget?
What was the project completion date?
How many projects has this vendor completed for you within the past 5 years?

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism _____
Qualifications _____
Budget Control _____

Final Product _____
Cooperation _____
Reliability _____

Would you contract with this Contractor again? Yes [] No [] Maybe []

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

E-Bid #20110095

Bridge Deck & Joint Rehab - Bridges #941001 & #945272
CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type)

E-Bid Number: 20110095	
Title: Bridge Deck & Joint Rehabilitation for Becker Rd. Bridge over the Florida Turnpike #941001 and Port St. Lucie Blvd. Bridge over the C-24 Canal #945272	
Bidder: <u>Estep Construction, Inc</u>	
Reference: <u>F.D.O.T. District 5</u>	Fax #: <u>386-238-3795</u>
Email: <u>terry.phillips@dot.state.fl.us</u>	Telephone #: <u>386-943-5770</u>
Person to contact: <u>Terry Phillips</u>	

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this Contractor.

Was the project completed on time and within budget?
What was the project completion date?
How many projects has this vendor completed for you within the past 5 years?
What problems were encountered (claims)?

How many change orders were requested by this Contractor?

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism _____	Final Product _____
Qualifications _____	Cooperation _____
Budget Control _____	Reliability _____

Would you contract with this Contractor again? Yes [] No [] Maybe []

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

E-Bid #20110095

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AUG 18 2011

Bridge Deck & Joint Rehab - Bridges #941001 & #945272
CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

DAYTONA CONSTRUCTION

REFERENCE CHECK FORM Bidder Instructions: Fill out top portion only. (Please print or type)

E-Bid Number: 20110095

Title: Bridge Deck & Joint Rehabilitation for Becker Rd. Bridge over the Florida Turnpike #941001 and Port St. Lucie Blvd. Bridge over the C-24 Canal #945272

Bidder: Estee Construction, Inc

Reference: F.D.O.T. District 5

Fax #: 386-238-3755

Email: terry.phillips@dot.state.fl.us Telephone #: 386-743-5770

Person to contact: Terry Phillips

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this Contractor.

Joint Repair, Slope Protection, Pipe and MES & turn lane construction

Was the project completed on time and within budget? Yes. All 3 projects

What was the project completion date? Joint Repair - 5/17/11, slope protection 5/13/11, Pipe and MES 5/12/11

How many projects has this vendor completed for you within the past 5 years?

For our office in Daytona construction, (3)

What problems were encountered (claims)? N/A

How many change orders were requested by this Contractor? 1 change order

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism 9
Qualifications 9
Budget Control 9

Final Product 9
Cooperation 9
Reliability 9

Would you contract with this Contractor again? Yes No Maybe

Comments: If contractor is low Bid.

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

E-Bid #20110095

Bridge Deck & Joint Rehab - Bridges #941001 & #945272
CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type)

E-Bid Number: 20110095

Title: Bridge Deck & Joint Rehabilitation for Becker Rd. Bridge over the Florida Turnpike #941001 and Port St. Lucie Blvd. Bridge over the C-24 Canal #945272

Bidder: Estep Construction, Inc.

Reference: F.D.O.T. District 1 Fax #: 941-358-4302

Email: _____ Telephone #: 941-359-7360

Person to contact: Thom Scrivner

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this Contractor.

Was the project completed on time and within budget?

What was the project completion date?

How many projects has this vendor completed for you within the past 5 years?

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism _____
Qualifications _____
Budget Control _____

Final Product _____
Cooperation _____
Reliability _____

Would you contract with this Contractor again? Yes [] No [] Maybe []

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

E-Bid #20110095

Bridge Deck & Joint Rehab - Bridges #941001 & # 5272
 CITY OF PORT ST LUCIE
 121 SW Port St. Lucie Boulevard
 Port St. Lucie, Florida, 34984
 772-871-5223

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
 (Please print or type)

E-Bid Number: 20110095	
Title: Bridge Deck & Joint Rehabilitation for Port St. Lucie Blvd. Bridge over the C-24 Canal #941001	Port St. Lucie Blvd. Bridge over the Florida Turnpike #941001 and Port St. Lucie Blvd. Bridge over the C-24 Canal #941001
Bidder: <u>Estep Construction, Inc.</u>	
Reference: <u>F.D.O.T. District 1</u>	Phone #: <u>772-941-3582</u>
Email: _____	
Person to contact: <u>Thana Scriver</u>	

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and return within five (5) days to 772-871-5223.

Describe the scope of work of the contract provided by your firm to this Contractor.

Was the project completed on time and within budget?

What was the project completion date?

How many projects has this vendor completed within the past 3 years?

What problems were encountered (claims)?

How many change orders were requested by the contractor?

How would you rate the contractor on a scale of (1) to high (10) for the following items?

- | | |
|-----------------------|---------------------|
| Professionalism _____ | Final Product _____ |
| Qualifications _____ | Cooperation _____ |
| Budget Control _____ | Reliability _____ |

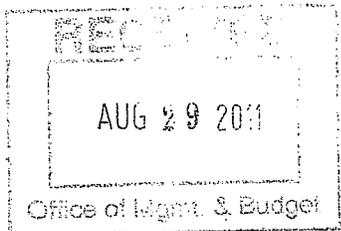
Would you contract with this Contractor again? Yes No Not Sure

Comments: _____

Thank you.

Received	By _____
Date	_____

E-Bid #20110095





Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

August 23, 2011

To Whom It May Concern:

Our history records show that Estep Construction, Inc. (Estep) has been doing Maintenance contract work with the Florida Department of Transportation (Department) since August, 2010. During this time they have been the low bidder on seven (7) contracts totaling approximately \$631,202 dollars for the following work type contracts:

- Rest Area Seawall
- ADA Mat Replacement
- Pressure Grout and Asphalt Repair
- Driveway Repair
- Slab Repair/Joint Seal
- Concrete Repair
- Motorist-Aid Call Box Concrete

Attached for your review is a list of Estep grades.

If you have any questions please contact David Sumner at (850) 410-5636.

Sincerely,

Tim Lattner, P. E.
Director, Office of Maintenance

Contract Grade Report -Run on: Aug 22, 2011

Vendor Name	Vendor ID	Eval. Date	Rating	Work Description	Contract	Contract Type
ESTEP CONSTRUCTION, INC.	F593339339	2011/03/09	99.00	ADA Compliance Motorist Aid Call Box Pads	E8K88	MC
	F593339339	2011/02/21	97.00		E2N96	MC

Bridge Deck & Joint Rehab – Bridges #941001 & #945272
CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type)

E-Bid Number: 20110095

Title: Bridge Deck & Joint Rehabilitation for Becker Rd. Bridge over the Florida Turnpike #941001 and Port St. Lucie Blvd. Bridge over the C-24 Canal #945272

Bidder: Estey Construction, Inc

Reference: City of Leesburg

Fax #: 352-728-9879

Email: _____ Telephone #: 352-435-9442

Person to contact: Glen Howard

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this Contractor.

Was the project completed on time and within budget?
What was the project completion date?
How many projects has this vendor completed for you within the past 5 years?

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism _____
Qualifications _____
Budget Control _____

Final Product _____
Cooperation _____
Reliability _____

Would you contract with this Contractor again? Yes [] No [] Maybe []
Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

E-Bid #20110095

Bridge Deck & Joint Rehab - Bridges #941001 & #945272
 CITY OF PORT ST LUCIE
 121 SW Port St. Lucie Boulevard
 Port St. Lucie, Florida, 34984
 772-871-5223

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type)

E-Bid Number: 20110095

Title: Bridge Deck & Joint Rehabilitation for Becker Rd. Bridge over the Florida Turnpike #941001 and Port St. Lucie Blvd. Bridge over the C-24 Canal #945272

Bidder: Estep Construction, Inc

Reference: F.P.O.T. District 2, Port St. Lucie Fax #: 352-281-4350
 Email: paul.grochowski@dot.state.fl.us Telephone #: 352-494-7520 494-4313
 Person to contact: Paul Grochowski

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this Contractor.
PRESSURE GROUT AND MILL + RESURFACE I-75 IN ALACHUA COUNTY.
3 SITES OF APPROX. 150' IN THE VICINITY OF M.P. 397.

Was the project completed on time and within budget? YES, UNDER BUDGET
 What was the project completion date? 1/11/2011
 How many projects has this vendor completed for you within the past 5 years? ONE

What problems were encountered (claims)? NONE
 How many change orders were requested by this Contractor? NONE

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism	<u>9</u>	Final Product	<u>9</u>
Qualifications	<u>9</u>	Cooperation	<u>10</u>
Budget Control	<u>9</u>	Reliability	<u>10</u>

Would you contract with this Contractor again? Yes [] No [] Maybe []

Comments: THE CONTRACTOR WAS A JOY TO WORK WITH. ALL ABOUT GETTING THE JOB DONE.
 Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

Bridge Deck & Joint Rehab – Bridges #941001 & #945272
CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE CHECK FORM
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E-Bid Number: 20110095

Title: Bridge Deck & Joint Rehabilitation for Becker Rd. Bridge over the Florida Turnpike #941001 and Port St. Lucie Blvd. Bridge over the C-24 Canal #945272

Bidder: Estep Construction, Inc

Reference: F.P.O.T. District 2 Fax #: 352-281-4350

Email: paul.grochowski@dot.state.fl.us Telephone #: 352-494-7520 494-4313

Person to contact: Paul Grochowski

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this Contractor.

Was the project completed on time and within budget?
What was the project completion date?
How many projects has this vendor completed for you within the past 5 years?
What problems were encountered (claims)?

How many change orders were requested by this Contractor?

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism _____ Final Product _____
Qualifications _____ Cooperation _____
Budget Control _____ Reliability _____

Would you contract with this Contractor again? Yes [] No [] Maybe []
Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

E-Bid Reply Sheet #20110095

**Bridge Deck & Joint Rehabilitation for
Becker Road Bridge over Florida's Turnpike - Bridge #941001
&
Port St. Lucie Blvd. over C-24 Canal - Bridge #945272**

1. **COMPANY NAME:** Estep Construction, Inc.
 DIVISION OF: Florida
 PHYSICAL ADDRESS: 689 Binion Rd.
 MAILING ADDRESS: 689 Binion Rd.
 CITY, STATE, ZIP CODE: Apopka, FL. 32703
 TELEPHONE NUMBER: (407) 325-5998 FAX NO. (407) 884-6904
 CONTACT PERSON: Jeff Estep E-MAIL: jeff@estepconstruction.com

2. **ORGANIZATIONAL PROFILE:** (complete all appropriate information)

Is the firm incorporated? Yes No If yes, in what state? Florida
Jeffrey R. Estep
 President
Elbert D. Estep
 Vice President
N/A
 Treasurer

How long in present business: 16+ years How long at present location: 16+ years

Is firm a minority business: Yes No Does firm have a drug-free workplace program Yes No
 If no, is your company planning to implement such a program? _____

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

Addendum Number	Date Issued
1	8-4-11
2	8-9-11
1A	8-9-11

4. **VENDOR'S LIST** – If your company offers commodities other than the one specified for this bid, and you wish to be put on the vendor's list, please contact Onvia.com at (800) 711-1712. Bid Tabulation Reports are advertised on the City's Web Site at www.Cityofpsl.com.

5. **BID RESPONSE:**

5.1 Bidder will (will not) accept the Purchasing Card (Visa).
(please circle one)

5.2 Percentage of discount when payment is made with Visa: 0 %

5.3 Bid Reply Sheet Totals from Schedule "A": \$ 33,268.⁰⁰

(This figure must match the E-Bid Excel Reply Spreadsheet and the figure that is to be used on the Demandstar submittal page. Discrepancies between the E-Bid Excel Spreadsheet uploaded on Demandstar, the dollar amount listed on the web page at time of submittal and the E-Bid Reply Sheet #20110095 uploaded on Demandstar will be resolved in favor of the E-Bid Excel Spreadsheet that is uploaded at time of submittal.)

Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item offered shall be shown, and such price shall include all labor, materials, equipment and warranties unless otherwise specified. A total shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will be presumed correct.

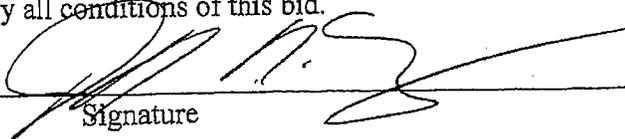
6. **INSURANCE CERTIFICATES LICENSE** - Bidders are required, in accordance with Section 5, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain. Bidders are required to submit all licenses and certifications required to perform this project.

7. **COMPLETION OF FORM** - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals and bid guarantees for a period not to exceed 90 days after the date of the bid opening stated in the Invitation to Bid before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the bid.

8. **CONTRACT** - Bidder agrees to comply with all requirements stated in the specifications for this bid.

9. **CERTIFICATION**

This bid is submitted by: Name (print) Jeffrey R. Estes who is an officer of the above firm duly authorized to sign bids and enter into Contracts. I certify that this bid is made without prior understanding, Contract, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid.


Signature

8-17-11
Date

10. Bidder has read and accepts the terms and conditions of the City's standard Contract:



Signature

President

Title

If a corporation renders this Bid, the corporate seal attested by the secretary shall be affixed below. Any agent signing this Bid shall attach to this form evidence of legal authority.

Balance of page left intentionally blank

THE AMERICAN INSTITUTE OF ARCHITECTS

Executed in 1 Counterpart



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Estep Construction, Inc.
(Here insert full name and address or legal title of Contractor)
689 S Binion Road, Apopka, FL 32703
as Principal, hereinafter called the Principal, and International Fidelity Insurance Company
(Here insert full name and address or legal title of Surety)
One Newark Center, Newark, NJ 07102-5207
a corporation duly organized under the laws of the State of NEW JERSEY
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Port-St. Lucie
(Here insert full name and address or legal title of Owner)
121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984-5099
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.

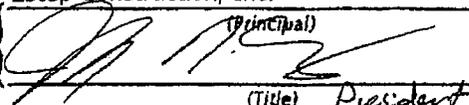
WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)
Bid #20110095, Bridge Deck and Joint Rehabilitation for the Becker Road over Florida's Turnpike,
Bridge #941001 and the Port St. Lucie Boulevard over C-24 Canal, Bridge #945272,

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.

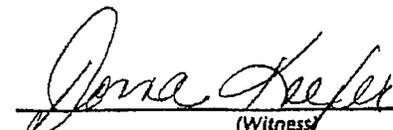
Signed and sealed this 17th day of August 2011



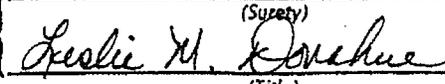
(Witness)

Estep Construction, Inc.


(Principal) (Seal)
(Title) President



(Witness)

International Fidelity Insurance Company


(Surety) (Seal)
(Title) Leslie M. Donahue

Leslie M. Donahue, Attorney-in-Fact
and Florida Licensed Resident Agent

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

CHERYL FOLEY, KIM E. NIV, TERESA L. DURHAM, PATRICIA L. SLAUGHTER, LESLIE M. DONAHUE,
SUSAN L. REICH, GLORIA A. RICHARDS, DON BRAMLAGE, JEFFREY W. REICH

Maitland, FL.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power 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, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY 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 by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March, 27, 2014

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 17th day of August, 2011

Assistant Secretary

**Request for Taxpayer
 Identification Number and Certification**

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

Name (as shown on your income tax return)
Estep Construction, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required):
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Other (see instructions) ▶ _____

Address (number, street, and apt. or suite no.)
689 Binion Rd.

City, state, and ZIP code
Apopka, FL 32703

Requester's name and address (optional)

List account number(s) here (optional)

Print or type
See Specific instructions on page 2.

Part I Taxpayer Identification Number (TIN)

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

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

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

Employer identification number

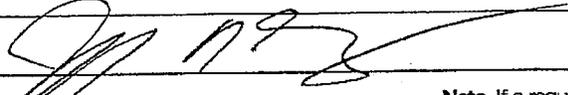
5	9	-	3	3	3	9	3	3	9
---	---	---	---	---	---	---	---	---	---

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).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶  Date ▶ **8-17-11**

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business.

Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/14/2011

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

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

PRODUCER Comegys Insurance Corner Florida Contractor Insurance One Beach Drive S. E. Ste. 230 Saint Petersburg FL 33701	CONTACT NAME: Rebecca Sengaroun	FAX (A/C, No): (727) 528-0626	
	PHONE (A/C, No, Ext): (727) 521-2100	E-MAIL ADDRESS: rebeccas@comegys.com	
INSURED Estep Construction, Inc 689 Binion Road Apopka FL 32703	PRODUCER CUSTOMER ID #: 00034564	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Mid-Continent Casualty	23148	
	INSURER B: Mt. Hawley Insurance Company		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: 10/11 GL 11/12 Umb 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			04GL000797547	8/1/2010	8/1/2011	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ Excluded
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMPOP AGG \$ 2,000,000
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			EMK0314621	3/24/2011	3/24/2012	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				OTH-ER \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

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

M Mercurio/SENGAR *Michelle Mercurio*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/9/2011

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

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

PRODUCER C F Insurance Services, Inc. P.O. Box 1189 Apopka FL 32704-1189	CONTACT NAME: House Agent
	PHONE (A/C No. Ext): (407) 884-7843 FAX (A/C No.): (407) 884-6014
	E-MAIL ADDRESS:
	PRODUCER CUSTOMER ID #: 00017339
INSURED Estep Construction Inc 689 Binion Rd Apopka FL 32703	INSURER(S) AFFORDING COVERAGE INSURER A: Chartis INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC #

COVERAGES

CERTIFICATE NUMBER: CL1152308341

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/>	N/A 1083246	5/25/2011	5/25/2012	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 104, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Proof of Insurance	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 Jon DeClue/JENN

PROGRESSIVE

CERTIFIED INS SRVCS
2636 W. SR 434 #112
LONGWOOD, FL 32779
407-215-7318

Policy number: 07789869-0

Underwritten by:
Progressive Express Ins Company
April 13, 2011
Page 1 of 1

Certificate of Insurance

Certificate Holder	Insured	Agent
Additional Insured	ESTEP CONSTRUCTION INC 689 BINION RD APOPKA, FL 32703	CERTIFIED INS SRVCS 2636 W. SR 434 #112 LONGWOOD, FL 32779

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Feb 1, 2011

Policy Expiration Date: Feb 1, 2012

Insurance coverage(s)

Limits

Bodily Injury/Property Damage

\$1,000,000 Combined Single Limit

Description of Location/Vehicles/Special Items

Scheduled autos only

Certificate number

10311TS1869

Please be advised that additional insureds and loss payees will be notified in the event of a mid-term cancellation.



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L10070100965

DATE	BAUGH NUMBER	LICENSE NBR
07/01/2010	100001616	CGC1508481

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2012

ESTEP, JEFFREY R
ESTEP CONSTRUCTION INC
689 S BINION RD
APOPKA FL 32703

CHARLIE CRIST
GOVERNOR

CHARLIE LIEM
INTERIM SECRETARY

DISPLAY AS REQUIRED BY LAW

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L09061201003

DATE	BAUGH NUMBER	LICENSE NBR
06/12/2009	080526474	OB08034

The BUSINESS ORGANIZATION
Named below IS QUALIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2011

(THIS IS NOT A LICENSE TO PERFORM WORK. THIS ALLOWS
COMPANY TO DO BUSINESS ONLY IF IT HAS A QUALIFIER.)

ESTEP CONSTRUCTION INC
689 BINION RD
APOPKA FL 32703

CHARLIE CRIST
GOVERNOR

CHARLES W. DRAGO
SECRETARY

DISPLAY AS REQUIRED BY LAW

CONTRACTOR'S QUESTIONNAIRE
E-BID #20110095

Bridge Deck & Joint Rehabilitation for
Becker Road Bridge over Florida's Turnpike – Bridge #941001
&
Port St. Lucie Blvd. over C-24 Canal – Bridge #945272

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

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 of Port St. Lucie any pertinent information requested by the City deemed necessary to verify the information on this questionnaire.

Dated this 17th day of August, 2011.

Estep Construction, Inc.
Name of Organization / Proposer

Submitted by: Jeffrey R. Estep / President
Name and Title

(If more space is needed, please attach additional sheets.)

1. Type of Organization: Corporation, Partnership, Joint Venture, Individual or other?
(circle one)

2. If a Corporation answer the following:

When incorporated Sept 1995

In what State Florida

Name of Officers: President Jeffrey R. Estep

Vice President Elbert D. Estep

Secretary N/A

Treasurer N/A

3. If a Partnership, answer the following:

Date of organization _____

General Limited Partnership _____

Name and address of each partner:

(Attach additional pages if necessary)

4. Firm's name and main office address, telephone, fax number, and e-mail address, contact person:

Estep Construction, Inc.
689 Bivion Rd. Apopka, FL. 32703
Ph 407-325-5998 Fax 407-884-6904
jeff@estepconstruction.com

5. Firm's previous names (if any) N/A What year(s) N/A

6. Area of expertise: General Contractor

7. How many years has your organization been in business? 16+

8. Describe organization profile, including the size, range of activities, licenses, etc.
General Contractor

(Attached additional pages if necessary.)

9. Number of full time personnel:

	Current	Maximum	Minimum
a. Partners	—		
b. Managers	1		
c. Supervisors Senior Staff	2		
d. Other Professional Staff			
g. Total number of full time personnel	16		

10. What is the drainage construction experience of the principals and supervisory personnel of your organization?

(Add resumes of person that will be assigned to this project – limit one page per person.)

Name	Title	Years of Experience	% of Time to be Spent on City Projects	In What Capacity and With Whom
<u>Jeffrey R. Estep</u>	<u>President</u>	<u>16+</u>	<u>100%</u>	
<u>Dustin Ankney</u>	<u>Superintendent</u>	<u>10+</u>	<u>100%</u>	

11. Firm's experience with similar contracts. Indicate which team member(s) was part of similar contracts. Indicate specifically the nature and extent of the work performed by the individual(s) or firms on prior similar contracts.

Bridge Deck & Joint Rehab - Bridges #941001 & #945272

Name	Work Performed	
Jeff Esky	F.D.O.T.	Bridge Spalls & Joints
Dustin Ankney	F.D.O.T.	Bridge Spalls & Joints
Bob Teague	F.D.O.T.	Bridge Spalls & Joints

12. Provide an organizational chart identifying relationship of entity and sub-contractors (if any) and the role description of key personnel proposed. *N/A*

13. State your firm's commitment to perform in a timely fashion:
16+ years All contracts completed Ahead of Schedule
& 0 Warranty Callbacks To Present Day.

14. Submit the current and projected workloads of identified key personnel to be assigned to this contract.

Name	Current and Projected Workloads
Jeffrey R. Esky	President - F.D.O.T. Contracts
Dustin Ankney	Superintendent - F.D.O.T. Contracts
Bob Teague	Superintendent - F.D.O.T. Contracts

15. State your firm's ability to meet budget and schedule:
Budget & Schedule Have Been Met on All Projects To Present Day

16. Provide information regarding any favorable cost containment approaches or ideas that have been successful for you:
N/A

17. Identify any sub-contractor(s) that will be involved, including address(s) and a description of qualification(s).

Name	Address	Qualifications
<i>N/A</i>		

18. Has the Bidder or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years; or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? If yes, please explain:

No

(Attached additional pages if necessary.)

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

Yes ()

No ()

If yes, please explain:

20. List any lawsuits pending or completed involving the corporation, partnership or individuals with more than ten percent (10 %) interest:

N/A

21. List all litigation/judgments from lawsuits in the last five (5) years:

N/A

22. List any criminal violations and/or convictions of the Bidder and/or any of its principals:

N/A

23. Is firm claiming to be a Certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, and in accordance with Florida State Statutes, #287.09451?

Yes () No ()

If "Yes" was checked, include a copy of certificate with proposal.

24. Has the Bidder obtained a Payment & Performance Bond within the last five (5) years?

Yes () No ()

If "Yes" was checked, state the bonding capacity of the firm. \$ 1,250,000.00

25. Describe any significant or unique accomplishment in previous contracts. Include any additional data pertinent to firm's capabilities. (Please limit to two (2) pages)

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

E-Bid #20110095

State of Florida }

County of Orange }

Jeffrey R. Estep, being first duly sworn, disposes and says that:
(Name/s)

1. They are President of Estep Construction, Inc. the Bidder that
(Title) (Name of Company)

has submitted the attached bid/PROPOSAL;

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

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

4. Neither the said Bidder/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 Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding 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

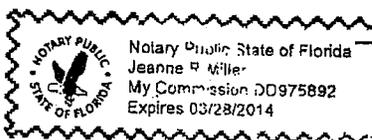
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) [Signature]
(Title) President

STATE OF FLORIDA }
COUNTY OF ST. LUCIE }SS:
(Orange)

The foregoing instrument was acknowledged before me this 8/17/11
(Date)

by: Jeffrey R. ESTEP who is personally known to me or who has produced
FL DL XP 10/12 as identification and who did (did not) take an oath.



[Signature]
Notary (print & sign name)
Commission No. DD 975892

CITY OF PORT ST. LUCIE
E-BID # 20110095

PROJECT TITLE: Bridge Deck & Joint Rehabilitation for Becker Rd. Bridge over Florida's Turnpike #941001 and Port t. Lucie Blvd. Bridge over the C-24 Canal #945272

CONTRACTOR VERIFICATION FORM

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

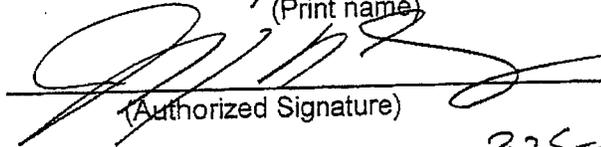
Name of Firm: Estep Construction, Inc.

Corporate Title: President

Address: 689 Binion Rd.

Apopka, FL 32703
(Zip Code)

By: Jeffrey R. Estep President
(Print name) (Print title)


(Authorized Signature)

Telephone: (407) 325-5998

Fax: (407) 884-6904

State License # CGC1508481 (ATTACH COPY)

County License # 1801-0962138 Orange (ATTACH COPY)

City License: (ATTACH PROOF OF REGISTRATION WITH THE CITY)

Type of License: General Contractor

Unlimited yes (yes/no)

If "NO", Limited to what trade? _____

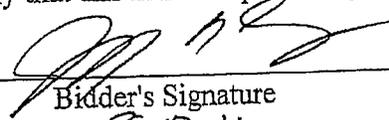
DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes hereby certifies that

Estep Construction, 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 bid 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 bid, 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 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
8-17-11

Date

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of ESTEP CONSTRUCTION, INC., a Florida corporation, filed on September 25, 1995, as shown by the records of this office.

The document number of this corporation is P95000074422.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-seventh day of September, 1995



CR2EO22 (2-95)

Sandra B. Northam

Sandra B. Northam
Secretary of State

CHECKLIST

E-Bid #20110095

EWIP Landscaping & Irrigation / Various EWIP Sites

Name of Bidder: Estep Construction, Inc.

This checklist is provided to assist Bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid response fully compliant. This checklist is only a guideline -- it is the responsibility of each Bidder to read and comply with the Sealed E-Bid in its entirety.

- E-Bid Reply Sheet #20110095 with proper signature uploaded to Demandstar.
- E-Bid Reply Excel Spreadsheet uploaded to Demandstar.
- Drug-Free Workplace Form uploaded to Demandstar.
- 5% Bid Bond uploaded to Demandstar and mailed in immediately after opening.
- All pricing has been mathematically reviewed and all corrections have been initialed.
- All price extensions and totals have been thoroughly checked.
- Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #20110095.
- Required W-9 as per Section 1.24.1 uploaded to Demandstar.
- Copy of Insurance Certificate in accordance with Section 5 of the E-Bid documents uploaded to Demandstar.
- Copy of all required licenses and certifications to do work in the City of Port St. Lucie uploaded to Demandstar.
- Have reviewed the Contract and accept all City Terms and Conditions.
- Contractor's Questionnaire uploaded to Demandstar.
- Required forms: Non-Collusion Affidavit of Prime Bidder and the Contractor Verification Form. All forms are to be uploaded to Demandstar.
- N/A List of all sub-contractors on the Questionnaire. All requested information is to be uploaded to Demandstar.
- 5 completed Reference Check Forms uploaded to Demandstar.
- Copy of the Checklist uploaded to Demandstar.

THIS FORM SHOULD BE RETURNED WITH YOUR E-BID REPLY SHEET

3:00:00 PM

	Yes		Yes		Yes		1 submitted		Yes		Yes
ever been declared bankrupt or put into receivership?	No		No		No		Unknown		No		No
awsuits involving the corporation, an 10% interest?	N/A		N/A		All Listed		Unknown		N/A		None
st 5 years?	N/A		N/A		All Listed		Unknown		N/A		None
ons of the Bidder and/or any of the	N/A		N/A		N/A		Unknown		N/A		None
	\$2.5 mil		\$1.25 mil		\$100 mil +		Unknown		\$2 mil		\$2 mil
	No		No		Yes		No		No		Yes
	N/A		N/A		0%		N/A		N/A		0%
	Yes		Yes		Yes		Yes		Yes		Yes

**E-Bid Opening
E-BID #20110095**

**Bridge Deck & Joint Rehabilitation for Becker Rd. over Florida's Turnpike
& Port St. Lucie Blvd. over C-24 Canal
August 17, 2011 @ 3:00 pm**

	Name (Please <u>PRINT</u> legibly)	Company Name	E-Mail Address	Telephone # & FAX #
1.	Robyn Holder	City of PSL - EMS	rholder@cityofpsl.com	T 1772-344-4293 F 772-871-7337
2.				T F
3.				T F
4.				T F
5.				T F
6.				T F
7.				T F

E-Bid Documents

- E-Bid Specifications
 - Attachment A
 - Attachment B
 - Attachment C
 - E-Bid Reply Excel Spreadsheet
-
- Agenda for Pre Bid Meeting
 - Sign In Sheet for Pre Bid Meeting
 - Addendum #1 - Pre Bid Meeting Summary
 - CD of the Pre Bid Meeting
 - Addendum #1A
 - Addendum #2



"A City for All Ages"



CITY OF PORT ST. LUCIE

**Sealed Electronic Bid #20110095
(E-Bid)**

**Bridge Deck & Joint Rehabilitation
For
Becker Road Bridge over Florida's Turnpike
Bridge #941001
&
Port St. Lucie Boulevard over C-24 Canal
Bridge #945272**

Prepared By:
Robyn Holder, CPPB
Office of Management & Budget
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
772-344-4293
rholder@cityofpsl.com

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INVITATION TO E-BID

Sealed Electronic Bid #20110095 for Bridge Deck and Joint Rehabilitation for the Becker Road over Florida's Turnpike, Bridge #941001 and the Port St. Lucie Boulevard over C-24 Canal, Bridge #945272 will be received by the Office of Management and Budget of the City of Port St. Lucie no later than **3:00:00 p.m. on August 17, 2011**. Specifications are attached.

All bids must be received by the date and time specified above, when they will be opened and publicly read aloud. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids uploaded to Demandstar.com after the time specified be accepted or considered. It is the sole responsibility of the Bidder to ensure that his or her bid is uploaded on or before the closing date and time. The City shall in no way be responsible for delays caused by any power outages or internet failures. No exceptions will be made.

Electronic replies will be the **only** method allowed for Bidders to respond to this solicitation. All submittals must be compatible with Microsoft Office 2003. E-Bidding will be done through a secure locked box. Bidders can only view/submit their E-Bid and will not have access to any other Bidder's submittals. The Bidder's E-Bid may be changed at the Bidder's discretion until the due date and time have been reached at which time the Bidder will no longer change or have access to the electronic bid submittal. The City will then open the E-Bids. Bidders who are e-bidding for the first time are strongly encouraged to contact Demandstar at (800) 771-1712 or obtain assistance by e-mailing questions to supplierservices@onvia.com

A Pre-Bid Conference for all Bidders will be held in the Office of Management & Budget Conference Room #390, Building A, located at 121 SW Port St. Lucie Blvd, Port St. Lucie, FL 34984, on **August 4, 2011 at 2:00 pm**. At this time, the specifications and other bidding documents will be explained, and questions regarding the project will be discussed.

The City of Port St. Lucie reserves the right to reject any and all bids, to waive any and all informalities or irregularities, and to accept or reject all or any part of any bid as it may deem to be in the best interest of the citizens of the City.

Each Bidder(s) must deposit with his/her bid, a bid bond, or bid guaranty, in the amount of five percent (5%) of the bid total, made payable to the City of Port St. Lucie. This must be uploaded at time of submittal and then mailed immediately after opening. Thus showing evidence that a bid bond was obtained. Contractors will send the Bond to the City via regular mail immediately after the opening date.

For the purpose of this bid, the term Bidder, E-Bidder and Contractor may be used interchangeably.

Documents required for this E-Bid:

- E-Bid Specifications, pages 1 - 43.
- E-Bid Reply Sheet #20110095, pages 17 - 19 (included in E-Bid Specifications).
- E-Bid Reply Excel Spreadsheet, page 1 (not included in E-Bid Specifications).
- Attachment A – Technical Specifications, Parts 1, 2, 3, 4 & 5, pages 1 - 46 (not included in E-Bid Specifications).
- Attachment B – Becker Road Drawings, page 1 (not included in E-Bid Specifications).
- Attachment C- PSL Blvd. Drawing, page 1 (not included in E-Bid Specifications).

Robyn Holder, CPPB
Contract Specialist
E-Bid #20110095

CAUTION: *Bidders should take caution if United States mail or mail delivery services are utilized for the submission of bids. Internal mail distribution in City Hall frequently does not occur prior to 2:00 pm. It is suggested that you mail your response in adequate time to assure that it will arrive on the day prior to the closing date.*

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SPECIFICATIONS

E-BID #20110095

**Bridge Deck & Joint Rehabilitation For
Becker Road Bridge over Florida's Turnpike – Bridge #941001
&
Port St. Lucie Boulevard over C-24 Canal – Bridge #945272**

OVERVIEW

The City of Port St. Lucie desires to obtain quotations from qualified contractors, individuals, firms, and legal entities relative to the rehabilitation of the bridges on Becker Road over the Florida Turnpike and the Port St. Lucie Boulevard Bridge over the C-24 Canal. Contract period will be sixty (60) calendar days with no option for renewal.

NOTE: The City may not accept proposals from firms, that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, employees and financial or legal interests.

INTENT

It is the intent of the City to enter into a per unit fixed price basis contract with one (1) qualified Contractor to rehabilitate the bridges on Becker Road over the Florida Turnpike and the Port St. Lucie Boulevard Bridge over the C-24 Canal. The all prices shall include all labor, materials, equipment guarantees and warranties.

Scope of Work: The extent of the concrete repair work shown on the drawings. It also includes any additional repair work due to any damage of removal of existing joints and surface preparation. The area that requires concrete repair work must be a minimum of 2" wide by 2" deep. The bridge will be beveled per manufacturer recommendations and all areas that are spalled shall be cleaned out. That spalled area will either be filled in by the joint material, depending on the size and manufacturer recommendation, or be cut out in a 1ft wide x 2" deep section for concrete repair. All areas will have the edges clean, sandblasted, and beveled per joint manufacturer's recommendation and be included in the joint item. When the condition of a certain location is unclear, the Engineer or Record will determine the appropriate method of repair.

1. GENERAL REQUIREMENTS

1.1 Invitation to Bid - All requirements contained in the Invitation to Bid are hereby incorporated in this specification.

1.2 Cost of Preparation of Bid - The City will not be responsible for any cost incurred by any Bidder in the preparation of his/her bid.

1.3 Examination of Drawings and Contract Documents - Bidders shall thoroughly examine these specifications and all other drawings, documents or other materials referred to herein and conduct such investigations and visits as may be necessary to thoroughly inform themselves regarding existing plant, facility, personnel and other conditions relative to compliance with this specification. No plea of ignorance by the Bidder of conditions that exist or may hereafter exist, as a result of failure or omission on the part of the Bidder to make said investigations and visits, and/or failure to fulfill in every detail the requirements of

this specification and documents promulgated therein, will be accepted as a basis for varying the requirements of the City or the compensation of the Bidder(s).

1.4 Bid Price - Bidders must agree to furnish all item(s) that are awarded to them as a result of their response to this specification at the unit price(s) indicated on their respective E-Bid Reply Excel Spreadsheet. Bidders shall guarantee that said price(s) shall be firm, not subject to escalation, for the 90 days after bid opening period. Submittal of a bid shall be prima facie evidence of the Bidder's intent to comply with this requirement. Any bid submitted with escalation clauses shall be rejected.

1.5 Qualifications - Bidders shall have the necessary organization, experience, capital, and equipment to carry out the provisions of the Contract to the satisfaction of the City. Bidders will submit all required licenses and certifications required to perform these projects with the E-Bid Reply Sheet #20110095. References from five (5) existing firms/entities to which it has provided these types of services in the past or with which it is under Contract for such services presently and the names of company representatives who may be contacted for references shall be furnished on the Reference Check Form and returned with the E-Bid Reply Sheet #20110095. The City of Port St. Lucie shall **NOT** be used as a reference. References are subject to verification by the City and will be utilized as part of the award process. Performance history, list of projects recently completed and in process, major equipment available for this project and experience of the principal members of the Bidder's organization must be furnished within seven (7) days, *if requested*.

1.6 Award of Contract – The City shall take measures as deemed necessary to determine the ability of the Bidder to perform the obligations of the Contract. The City may reject any bid where an investigation of the available information indicates a Bidder is not the most qualified to perform the obligation of the Contract. The City may require a Bidder to furnish additional statements of qualifications. Some or all of the following criteria may be used to select the bid(s) that will provide the best value to the City:

- ◆ Have sufficient financial resources to complete the order.
- ◆ Can meet quoted delivery considering all other business commitments.
- ◆ Have a satisfactory record of performance.
- ◆ Have adequate staffing to fulfill requirements.
- ◆ Has the necessary production, technical equipment and facilities (or ability to readily obtain them).
- ◆ Have necessary organization experience, operational controls, and technical skills (or ability to readily obtain them).
- ◆ The Bidder is a manufacturer, supplier, authorized distributor or vendor for the requirement.
- ◆ The Bidder is qualified and eligible to receive an award under applicable laws and regulations.
- ◆ Has bid within a competitive price range in relation to the needed goods, services or construction.
- ◆ Have the skill and experience demonstrated by the Bidder in performing contracts of a similar nature.
- ◆ The Bidder's past performance with City.
- ◆ Have met all requirements of the solicitation (delivery, quality and price).
- ◆ Have met bounds of commonality. Absolute conformity is not required, just substantial or material compliance.
- ◆ Have met bid security requirements. Lack of security, where required, is a material nonconformity.
- ◆ Price: The element of price is but one of the criteria elements. When considering a proposal:

Bridge Deck & Joint Rehab – Bridges #941001 & #945272

Evaluate the pricing offered by the Bidder; consider lifecycle costing, and depreciation.

- ◆ Determine what proposal provides the best value to the City for the selected items.
- ◆ City Ordinance Section 35.12 Local Preference will apply.

The award date is the date that City Council executed the motion to award the bid(s) regardless of the date Bidder received the notification of award. Notification of the award may be given by e-mail, facsimile, U.S. mail system, courier, or on the web site.

1.7 Variances to Specifications - Bidders must indicate any variances to the Specifications. Additionally, if bids are based on alternate products, Bidder must indicate the manufacturer's name and number of the alternate item(s) being offered and attach appropriate specifications. If variations and/or alternates are not stated in Bidder's reply, it shall be construed that the bid fully conforms to the specifications.

1.8 OSHA Compliance - Bidders must agree that the products furnished and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970. These requirements shall include all primary and refresher training mandated under the OSHA guidelines.

1.9 Submittal of E-Bid - Unless otherwise provided herein, all bids shall be submitted by completing and returning the E-Bid Reply Sheet and any other documentation that is required by this bid. The E-Bid Reply Sheet #20110095 should be typed or printed and signed in black ink. The individual signing the bid must initial all changes. All submittals are required to be electronic. No hard copies will be accepted.

- A. Request Bid Specifications, #20110095 from Onvia, via phone 800-711-1712 or via internet www.cityofpsl.com
- B. Download the E-Bid Reply Excel Spreadsheet and save to your hard drive, program is in Excel Office 2003 Professional. Enter unit prices on the E-Bid Reply Excel Spreadsheet and save. The form will automatically total the unit prices.
- C. Complete company information on E-Bid Reply Sheet #20110095.
- D. Enter total price on E-Bid Reply Sheet #20110095. Totals shall agree with the E-Bid Reply Excel Spreadsheet that is to be uploaded at time of submittal. Discrepancies between the E-Bid Excel Spreadsheet uploaded on Demandstar, the dollar amount listed on the web page at time of submittal and the E-Bid Reply Sheet #20110095 uploaded on Demandstar will be resolved in favor of the E-Bid Excel Spreadsheet that is uploaded at time of submittal.
- E. Electronically sign the E-Bid Reply Sheet #20110095 where indicated.
- F. Upload and submit the E-Bid Reply Sheet #20110095, E-Bid Reply Excel Spreadsheet, Contractor's Questionnaire, Non-Collusion Affidavit of Prime Bidder, Contractor Verification Form, 5% Bid Bond (**MUST** be received within 3 days after the opening or your bid will not be considered), Five (5) completed Reference Check Forms (top portion only), Insurance Certificate(s), Drug Free Workplace Form, W-9 Form and the Checklist onto Demandstar by the due date and time. Acknowledge all Addenda on the E-Bid Reply Sheet #20110095.

- G. Upload and submit a copy of your license for this type of work; or in compliance with Florida Statute Chapter 489, a copy of the certificate issued by the State of Florida authorizing the Bidder(s) to transact business within the state.

**** Only electronic replies are required. No hard copies will be accepted.**

1.9.1 Bid Documents for the project include the following:

- Bid Specifications– Pages 1 – 43.
- Bid Reply Sheet #20110095.
- Contractor’s Questionnaire.
- Reference Check Form (5 to be submitted with Bid).
- E-Bid Reply Excel Spreadsheet.
- Non-Collusion Affidavit of Prime Bidder.
- Contractor Verification Form.
- Drug Free Workplace Form.
- E-Bid Reply Excel Spreadsheet – Page 1
- Attachments:
 - Attachment A – Technical Specifications, Parts 1, 2, 3 4 & 5, pages 1 - 46.
 - Attachment B – Becker Road Drawing, page 1.
 - Attachment C – Port St. Lucie Blvd Drawing, page 1.

1.9.2 Right to Reject -The City reserves the right to waive irregularities, reject and/or accept any and all bids, in whole or in part, to solicit and re-advertise for new bids, abandon the project in its entirety, or take other such action as serves the best interests of the City.

1.9.3 Timeliness of Submittal - All bids must be uploaded by the date and time specified above, when they will be opened and publicly read aloud. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids uploaded after the time specified be considered. It is the sole responsibility of the Bidder to ensure that his or her bid is uploaded to Demandstar.com on or before the closing date and time. The City shall in no way be responsible for delays caused by power outages or internet failures.

1.9.4 E-Bid Opening Extension – The City reserves the right to extend the bid opening date when no responses or only one (1) response is received. The City will return the received response unopened.

1.9.5 Checklist - Bidders are requested to return the attached Checklist that is contained in the bid package with the Bid Reply Sheet.

1.9.6 Bid Security Bond - All Contractors shall include a Bid Security payable to the City of Port St. Lucie, Florida, in the amount of five percent (5%) of the total bid price. Security shall be either certified check, cashier’s check, Irrevocable Letter of Credit from a solvent national or state bank, or Bid Bond issued by a Surety licensed to conduct business in the State of Florida. Surety shall have a rating of A or A+ by “Best’s Rating Guide”. This must be uploaded on Demandstar.com with all other required responses. Then the 5% Bid Bond must be mailed immediately after the opening and **MUST** be received within 3 days after the opening or your bid will not be considered. Thus showing evidence that a Bid Bond was obtained.

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The accepted Contractor's security will be retained until execution of the Contract. The City will retain the remaining Contractors' security until a Contract has been executed, or until ninety (90) calendar days after the quote opening date, whichever is shorter.

1.10 Shipping Terms - Bidders shall quote F.O.B. Destination.

1.11 Payment Terms - Invoices shall be submitted once a month, by the 10th of the month and payments shall be made Net thirty - (30) days from receipt of an acceptable invoice, unless Contractor has chosen to use the Purchasing Card. Cash discounts for using the Purchasing Card will be considered when evaluating bids.

PLEASE NOTE

The City has implemented a **Purchasing Card Program**. The Bidder can take advantage of this program and in consideration receive payment within several days instead of the City's policy of Net 30 Days After Receipt of Invoice (ARI). Any percentage off the bid price for the acceptance of Visa will be considered in the bid award. If no such percentage is given, the City shall assume 0% discount applies.

Bidders are requested to state on the Bid Reply Sheet #20110095 if they will honor the VISA Purchasing Card. In the event of failure on the part of the Bidder to make this statement the City shall assume the purchase or Contract price shall be governed by the Net 30 ARI.

1.12 Execution of Contract or Purchase Order - The Bidder will be required to execute a Standard City Contract within ten (10) days after notification by the City that Contract is available and thereafter comply with the terms and conditions contained therein. No Contract shall be considered binding upon the City until all parties have properly executed it and a purchase order or Visa order form has been issued.

NOTE: The Bidder will be required to accept the terms and conditions of the City's Contract as provided in this proposal. Read the insurance requirements carefully. If Bidder cannot accept these terms and conditions do not submit a bid.

1.13 Failure to Execute Contract – Failure on the part of the Bidder to execute the Contract as required may be justification for the annulment of the award.

1.14 Subcontracting or Assigning of the Contract – The Bidder shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein, to any person, firm or corporation without the written consent of the City. Each Bidder shall list all subcontractors and the work provided by the suppliers in the area provided on the Contractor's Questionnaire form.

1.15 Time of Award - The City reserves the right to hold bid guarantees for a period not to exceed 90 days after the date of the bid opening stated in the Invitation to Bid before making award.

1.16 Public Entity Statement - A person or affiliate who has been placed on the convicted vendor list following a conviction for any public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity,

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may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.16.1 Discrimination – An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.17 City's Public Relations Image – The Bidder's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the Bidder involved in the execution of work that is deemed to be conducting him/her self in an unacceptable manner shall be removed from the project at the request of the City Manager, or his/her designee.

1.18 Dress Code – All personnel in the employ of the selected Bidder(s) shall be appropriately attired. Employees engaged in the course of work shall wear company uniforms neat and clean in appearance, readily identifiable to all City employees and the public. No tee shirts with obscene pictures or writings will be allowed. Swimsuits, tank tops, shorts and sandals are also prohibited. Safety toed shoes shall be worn at all times.

1.19 Patent Fees, Royalties, and Licenses – If the Bidder requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Bidder and his surety shall indemnify and hold harmless the City from any and all claims for infringement in connection with the work agreed to be performed. The Bidder shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

1.20 Tie Bid Statement - Identical tie bids, in accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Please submit the form that is enclosed with your bid response.

1.21 Cooperative Purchasing Agreement - This bid may be expanded to include other governmental agencies provided a cooperative Purchasing Agreement exists or an Inter-local Agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. Bidders may agree to allow other public agencies to contract with them for the same items at the same terms and conditions as this bid, during the period of time that this bid is in effect. Each political entity will be responsible for execution of its own requirements with the Bidder.

1.22 Material Safety Data Sheets – Bidders shall provide MSDS's and description literature for each chemical/compound/mixture used in the performance of the Contract to the City before the commencement of any work. All MSDS's shall be of the latest version and comply with 29 CFR1910.1200. Hazardous

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products shall not be used except with prior approval of the City, and must be disposed of properly by the bidder in accordance with U.S. Environmental Protection Agency 40-CFR 260-265. The Bidder shall maintain and have readily accessible on-site a complete MSDS book of all chemicals, compounds/mixtures used in the execution of the contract.

1.23 Personal Protective Equipment (PPE) - All personnel are required to wear PPE in the process of the work including eye protection, hearing protection, respiratory protection as necessary, gloves, approved safety boots with steel or composite toes, reflective vests and any other PPE as necessary for the work.

1.24 Permits – The Bidder shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

1.24.1 The selected Bidder shall be required to complete a **W-9 Taxpayer Identification Form** provided with the City's contract and return it with the contract and insurance documents.

1.25 Familiarity with Laws – The Bidder is assumed to be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect the work. Ignorance on the part of the Bidder will in no way relieve him from responsibility. Bidder will submit all proposals in compliance with the 28 C.F.R. § 35.151.

1.26 Damage to Property – The Bidder shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal, or destruction of which is not called for by the plans. This applies to public and private property, public and private utilities, trees, shrubs, crops, signs, monuments, fences, guardrail, pipe and underground structures, public highways, etc. Whenever such property is damaged due to the activities of the Bidder, it shall be immediately restored to a condition equal to or better than existing before such damage or injury was done by the Bidder, and at the Bidders expense. The Bidder's special attention is directed to protection of any geodetic monument, horizontal, vertical or property corner, located within the limits of construction.

National Geodetic Vertical Datum 1929 (NGVD '29) or North American Vertical Datum 1988 (NAVD '88) monuments shall be protected. If in danger of damage, notify:

Geodetic Information Center
6001 Executive Boulevard
Rockville, MD 20852
Attn: Mark Maintenance Center
(301) 443-8319

City of Port St. Lucie vertical or horizontal datum shall also be protected. In case of damage or if relocation is needed, notify:

City of Port St. Lucie
Engineering Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
(772) 871-5175

2. SPECIAL REQUIREMENTS

2.1 Implied Warranty of Merchantability - It is understood that the implied warranty of merchantability and fitness for the specified purpose are not disclaimed notwithstanding any representation to the contrary.

2.2 Warranty and Guarantee – Bidders shall warrant that all materials are to be free of defects in workmanship and substance for a period of not less than seven hundred thirty (730) days; said warranty period shall commence on the date materials are installed, or accepted by the City, whichever is the latter of the two (2) dates.

2.2.1 Repair or Replacement - Should any defect appear during this warranty period, the Bidder(s) shall, at Bidder's sole cost and expense, repair or replace any and all defective items upon receipt of written notice from the City of said defect. Said repair or replacement must be accomplished within 7 days after receipt of notification from the City of the defect.

2.3 Samples - Samples of items, when required, must be furnished free of charge to the City and, if not destroyed, will upon written request, be returned at the Bidder's expense. Request for the return of samples must be made within 30 days following opening of bids. Each individual sample must be labeled with Bidder's name, bid number, and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Office of Management and Budget, or designated site.

2.4 Safety Precautions - The Bidder shall erect and maintain all necessary safeguards for the protection of the Bidder's employees and subcontractors, City personnel, and the general public; including, but not limited to, posting danger signs, and other warnings against hazards as is prudent and/or required by law to protect the public interest. All damage, injury or loss to persons and/or property caused, directly or indirectly, in whole or in part, by the Bidder's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Bidder.

2.5 Discrepancies - If, in the course of performing work resulting from an award under this specification, the Bidder finds any discrepancy between the area defined in these specifications and the actual area where work is being performed, the Bidder shall discontinue work on the subject area and inform the Contract Supervisor of the discrepancy. The Bidder shall thereafter proceed as authorized by the Contract Supervisor who will document any modification to these specifications that he/she authorized in writing as soon as possible.

2.6 Suspension of Work - The City may at any time suspend work on the entire job or any part thereof by giving three (3) calendar days written notice, signed by the Contract Supervisor, to the Bidder. The Bidder shall resume the work within three (3) calendar days after a written notice to resume work, signed by the Contract Supervisor, is issued to the Bidder.

2.7 Emergencies - In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Bidder, or his designee, without special instruction or authorization from the City, is obligated to act, at the Bidder's discretion, to prevent threatened damage, injury or loss. In the event such actions are taken, the Bidder shall promptly give to the Contract Supervisor written notice of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the Contract Supervisor a written authorization signed by the Contract Supervisor

covering the approved changes and deviations will be issued. Appropriate compensation adjustments will be approved, provided the cause of the emergency was beyond the control of the Bidder.

2.8 Deductions - In the event the City deems it expedient to perform work which has not been done by the Bidder as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Bidder as required in these Specifications, all expenses thus incurred by the City, at the City's option, will be invoiced to the Bidder and/or deducted from payments due to the Bidder. Deductions thus made will not excuse the Bidder from other penalties and conditions contained in the Contract.

3. SPECIFIC REQUIREMENTS

3.1 Pre-Bid Conference - A pre-bid conference for all Bidders will be held at the City of Port St. Lucie in the Office of Management and Budget at **2:00 p.m. on August 4, 2011**, at this time, the specifications and other bidding documents will be explained, and questions regarding the project will be discussed. This is not a mandatory meeting.

3.2 Interpretation of the Approximate Quantities - The Bidder's attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished under the specifications as shown on the proposed form, or elsewhere, is approximate only and not guaranteed. The City does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work, or other condition pertaining thereto.

3.3 Scope of Work - The extent of the concrete repair work shown on the drawings. It also includes any additional repair work due to any damage of removal of existing joints and surface preparation. The area that requires concrete repair work must be a minimum of 2" wide by 2" deep. The bridge will be beveled per manufacturer recommendations and all areas that are spalled shall be cleaned out. That spalled area will either be filled in by the joint material, depending on the size and manufacturer recommendation, or be cut out in a 1ft wide x 2" deep section for concrete repair. All areas will have the edges clean, sandblasted, and beveled per joint manufacturer's recommendation and be included in the joint item. When the condition of a certain location is unclear, the Engineer or Record will determine the appropriate method of repair.

3.4 Hours of Service - The standard hours of work allowed in the City of Port St. Lucie's right-of-way are from 7:00 a.m. to sundown Monday through Friday. Any work performed by the Contractor outside of the aforementioned time limit requires special authorization from the City and requires that the Contractor obtain a noise permit from the City Police Department. All equipment operated at night shall comply with the noise levels established by the City of Port St. Lucie noise ordinance. Any additional costs associated with work outside of the hours of work allowed shall be borne solely by the Contractor. This shall include, but not be limited to costs of inspection, testing, police assistance, and construction administration.

All night, Saturday, Sunday, and/or Holiday work must be authorized by the City and requires that the Contractor obtain a noise permit from the City Police Department. All night work within the City's right-of-way requires a minimum 48-hour prior notice to the City. This clause shall not pertain to crews organized to perform maintenance work on equipment or to operate and maintain special equipment such as dewatering pumps, which may be required to work 24 hours per day.

4. BID, PERFORMANCE AND PAYMENT BOND REQUIREMENTS

4.1 Proposal Guaranty - A Bid Bond, certified check, cashiers check, bank money order, bank draft on any national or state bank, or cash, in the amount of five percent (5%) of the total bid price made payable to the “City of Port St. Lucie”, shall accompany each proposal as a guaranty that the Bidder will execute the required Contract and promptly deliver the required Insurance Certificates, and other documentation required by these Specifications. Bid Bonds must be executed by a fully authorized Surety licensed by the State of Florida. The failure on the part of the Bidder to comply with this requirement and send the original Bid Bond in immediately after the opening will be cause for the rejection of the bid.

4.2 Return of Proposal Guaranty - After the bids have been reviewed, the Purchasing Agent may, at his/her discretion, return the guaranty deposit accompanying such proposals as in his/her judgment would not likely be considered in making the award. All other proposal guaranties will be held until the Contract has been executed, after which the proposal guaranty will be returned to the respective Bidders whose proposals they accompanied.

4.3 Payment & Performance Bonds - The selected Bidder shall furnish an acceptable Performance and Payment Bond, if required, complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of 100% of the Contract price. The City will execute the Contract, however it is agreed and understood that the City will not be bound unless and until it has been duly authorized by the City Council and has been executed by the City Manager. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force a minimum of one (1) year after the work required has been completed and final acceptance by the City.

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the selected Bidder shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended. The City, by and through its Risk Management Department, reserves the right, but not the obligation, to review and reject any insurer providing coverage.

The failure on the part of the selected Bidder to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation may be cause for the annulment of the award.

4.4 Execution of Contract - After the recipient of an award has been determined and necessary approvals obtained, the City will prepare a formal Contract to be executed by the parties. The Contract will be in substance the same as the Contract given to the Bidder with these Specifications. The Bidder shall execute the Contract, deliver the required Insurance Certificates and policies, and other documentation, and furnish an acceptable Performance and Payment Bond (when required) complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of 100% of the Contract price, when required. The City will execute the Contract, however, it is agreed and understood that the City will not be bound by the Contract unless and until it has been duly authorized by the City Council and has been executed by the City Manager and a purchase order or Visa order form has been issued.

4.5 Failure to Execute - The failure on the part of the Bidder to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation may be cause for the annulment of the award. In the event of the annulment of the award, the amount of guaranty deposited with the proposal will be retained or be paid upon demand to the City, not as a forfeiture, but rather as liquidated damages

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for the breach of the Contract, it being agreed to by each Bidder in advance that the City will sustain certain damages by reason of the failure of the Bidder to sign the Contract and/or deliver the required Insurance Certificates and other documentation and that such damages equal the amount of the bid security, or exceed the same, and in no event shall the Bidder thereafter be permitted to contest to the contrary and does waive such right upon submitting a bid.

5. INSURANCE REQUIREMENTS – Bidder(s) are required to submit a copy of their current insurance certificates with the Bid Reply Sheet. The Bidder shall maintain insurance coverage reflecting the minimum amounts and conditions as required by the City. **Insurance requirements are defined in the Contract Form.**

5.1 Indemnification – The Bidder shall indemnify and hold harmless the City, and its Officers and their employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Bidder and all persons employed or utilized by the Bidder in the performance of the Contract. As consideration for this indemnity provision the Bidder shall be paid the sum of \$10.00 (ten dollars), which will be added to the Contract price and paid prior to commencement of work.

5.2 Right to Review - The City by and through its Risk Management Department reserves the right, but not the obligation, to review and reject any insurer providing coverage.

6. ADDITIONAL INFORMATION

6.1 Brand Names - The use of any manufacturer's name, trade name, brand name, or catalog number in this specification is for the sole purpose of describing and establishing the minimum requirements for levels of quality, standards of performance and design required, and is in no way intended to prohibit the bidding of any other manufacturer's items of equal quality. The Bidder or his/her designee shall be the sole judge of the equality of alternate products proposed and his/her decision shall be final.

6.2 Collusion - The City reserves the right to disqualify bids, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder. More than one (1) bid from an individual, partnership, corporation, association, firm, or other legal entity under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is interested in more than one (1) proposal for the same work will be cause for rejection of all proposals in which such Bidders are believed to be interested. Any or all proposals will be rejected if there is any reason to believe that collusion exists among the Bidders.

6.3 Withdrawal of Bids - A Bidder may withdraw his bid without prejudice no later than the day and hour set in the "Invitation to Bid" by communicating his purpose in writing to the City at the address given in the "Invitation for Bid". When received, it will be returned to him unopened.

6.4 Bid Information - For information concerning procedures for responding to this bid, contact Robyn Holder at (772) 344-4293. Such contact is to be for clarification purposes only. To ensure fair consideration for all Bidders, it must be clearly understood that Robyn Holder is the only individual who is authorized to represent the City. Questions submitted to any other person in any other department will not be addressed. Additionally, the City prohibits communications initiated by a Bidder to **any** City Official or employee evaluating or considering the bids (**up to and including the Mayor and City Council**), prior to the time an award decision has been made.

It is the responsibility of the Bidder to receive any and all bid information and documents. Material changes, if any, to the scope of services, or bidding procedures will be transmitted only by addendum by Onvia.com. The Bidder, in turn, shall acknowledge receipt of the addendum by marking the Bid Reply Sheet with the Addendum number and the date of issuance. The City will not be responsible for any interpretation, other than those transmitted by Addendum to the bid, made or given prior to the bid award. The Bidder is responsible for verifying it has received all Bid Addenda.

If you have obtained this document from a source other than directly from the City or from DemandStar by Onvia.com you are not on record as a plan holder. The Office of Management & Budget takes no responsibility to provide Addenda to parties not listed by the City as plan holders. It is the Bidder's responsibility to check with our office prior to submitting your proposal to ensure you have a complete, up-to-date package. The Bidder is responsible for verifying they have received all Bid Addenda.

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E-Bid Reply Sheet #20110095

**Bridge Deck & Joint Rehabilitation for
Becker Road Bridge over Florida's Turnpike – Bridge #941001
&
Port St. Lucie Blvd. over C-24 Canal – Bridge #945272**

1. **COMPANY NAME:** _____

DIVISION OF: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: () _____ FAX NO. () _____

CONTACT PERSON: _____ E-MAIL: _____

2. **ORGANIZATIONAL PROFILE:** (complete all appropriate information)

Is the firm incorporated? Yes--No If yes, in what state? _____

President

Vice President

Treasurer

How long in present business: _____ How long at present location: _____

Is firm a minority business: Yes--No; Does firm have a drug-free workplace program: Yes--No
If no, is your company planning to implement such a program? _____

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

Addendum Number	Date Issued

4. **VENDOR'S LIST** – If your company offers commodities other than the one specified for this bid, and you wish to be put on the vendor's list, please contact Onvia.com at (800) 711-1712. Bid Tabulation Reports are advertised on the City's Web Site at www.Cityofpsl.com.

5. **BID RESPONSE:**

5.1 Bidder will / will not accept the Purchasing Card (Visa).
(please circle one)

5.2 Percentage of discount when payment is made with Visa: _____ %

5.3 Bid Reply Sheet Totals from Schedule "A": \$ _____.

(This figure must match the E-Bid Excel Reply Spreadsheet and the figure that is to be used on the Demandstar submittal page. Discrepancies between the E-Bid Excel Spreadsheet uploaded on Demandstar, the dollar amount listed on the web page at time of submittal and the E-Bid Reply Sheet #20110095 uploaded on Demandstar will be resolved in favor of the E-Bid Excel Spreadsheet that is uploaded at time of submittal.)

Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item offered shall be shown, and such price shall include all labor, materials, equipment and warranties unless otherwise specified. A total shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will be presumed correct.

6. **INSURANCE CERTIFICATES LICENSE** - Bidders are required, in accordance with Section 5, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain. Bidders are required to submit all licenses and certifications required to perform this project.

7. **COMPLETION OF FORM** - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals and bid guarantees for a period not to exceed 90 days after the date of the bid opening stated in the Invitation to Bid before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the bid.

8. **CONTRACT** - Bidder agrees to comply with all requirements stated in the specifications for this bid.

9. **CERTIFICATION**

This bid is submitted by: Name (print) _____ who is an officer of the above firm duly authorized to sign bids and enter into Contracts. I certify that this bid is made without prior understanding, Contract, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid.

Signature Date

10. Bidder has read and accepts the terms and conditions of the City's standard Contract:

Signature

Title

If a corporation renders this Bid, the corporate seal attested by the secretary shall be affixed below. Any agent signing this Bid shall attach to this form evidence of legal authority.

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**CONTRACTOR'S QUESTIONNAIRE
E-BID #20110095**

**Bridge Deck & Joint Rehabilitation for
Becker Road Bridge over Florida's Turnpike – Bridge #941001
&
Port St. Lucie Blvd. over C-24 Canal – Bridge #945272**

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

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 of Port St. Lucie any pertinent information requested by the City deemed necessary to verify the information on this questionnaire.

Dated this _____ day of _____, 2011.

Name of Organization / Proposer

Submitted by: _____
Name and Title

(If more space is needed, please attach additional sheets.)

1. Type of Organization: Corporation, Partnership, Joint Venture, Individual or other?
(circle one)

2. If a Corporation answer the following:
When incorporated _____
In what State _____
Name of Officers: President _____
Vice President _____
Secretary _____
Treasurer _____

3. If a Partnership, answer the following:
Date of organization _____
General Limited Partnership _____
Name and address of each partner:

(Attach additional pages if necessary)

4. Firm's name and main office address, telephone, fax number, and e-mail address, contact person:

5. Firm's previous names (if any) What year(s)

6. Area of expertise: _____

7. How many years has your organization been in business? _____

8. Describe organization profile, including the size, range of activities, licenses, etc.

(Attached additional pages if necessary.)

9. Number of full time personnel:

	Current	Maximum	Minimum
a. Partners			
b. Managers			
c. Supervisors Senior Staff			
d. Other Professional Staff			
g. Total number of full time personnel			

10. What is the drainage construction experience of the principals and supervisory personnel of your organization?

(Add resumes of person that will be assigned to this project – limit one page per person.)

Name	Title	Years of Experience	% of Time to be Spent on City Projects	In What Capacity and With Whom

11. Firm's experience with similar contracts. Indicate which team member(s) was part of similar contracts. Indicate specifically the nature and extent of the work performed by the individual(s) or firms on prior similar contracts.

Bridge Deck & Joint Rehab – Bridges #941001 & #945272

Name	Work Performed

12. Provide an organizational chart identifying relationship of entity and sub-contractors (if any) and the role description of key personnel proposed.

13. State your firm's commitment to perform in a timely fashion:

14. Submit the current and projected workloads of identified key personnel to be assigned to this contract.

Name	Current and Projected Workloads

15. State your firm's ability to meet budget and schedule:

16. Provide information regarding any favorable cost containment approaches or ideas that have been successful for you:

17. Identify any sub-contractor(s) that will be involved, including address(s) and a description of qualification(s).

Name	Address	Qualifications

18. Has the Bidder or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years; or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? If yes, please explain:

(Attached additional pages if necessary.)

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

Yes () No ()

If yes, please explain:

20. List any lawsuits pending or completed involving the corporation, partnership or individuals with more than ten percent (10 %) interest:

21. List all litigation/judgments from lawsuits in the last five (5) years:

22. List any criminal violations and/or convictions of the Bidder and/or any of its principals:

23. Is firm claiming to be a Certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, and in accordance with Florida State Statutes, #287.09451?

Yes () No ()

If "Yes" was checked, include a copy of certificate with proposal.

24. Has the Bidder obtained a Payment & Performance Bond within the last five (5) years?

Yes () No ()

If "Yes" was checked, state the bonding capacity of the firm. \$ _____.

25. Describe any significant or unique accomplishment in previous contracts. Include any additional data pertinent to firm's capabilities. (Please limit to two (2) pages)

*****(THIS IS A SAMPLE ONLY - DO NOT EXECUTE)*****

**CITY OF PORT SAINT LUCIE
CONTRACT FORM**

This CONTRACT, executed this _____ day of _____, 2011, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and *name of Contractor, address, Telephone No. () _____ Fax No. () _____*, hereinafter called "Contractor", party of the second part.

RECITALS

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

CONTRACT SUPERVISOR

As used herein the Contract Supervisor shall mean Larry Nadeau, Engineering/Public Works Department at (772) 871-5100, or his designee

Engineer of Record shall mean Mr. Joseph W. Capra, P.E., Captec Engineering and he can be reached at (772) 692-4344, or his designee.

**SECTION I
DESCRIPTION OF SERVICES TO BE PROVIDED**

The specific work that the Contractor has agreed to perform pursuant to the E-Bid Specifications #20110095 consisting of pages 1 - 43, all Addenda, Attachment A - Technical Specifications Parts 1, 2, 3 & 4 consisting of pages 1 - 46, Attachments B & C for the Bridge Deck & Joint Rehabilitation for the Becker Road Bridge over the Florida Turnpike – Bridge #941001 and the Port St. Lucie Boulevard Bridge over the C-24 Canal – Bridge #945272 are hereby incorporated herein by this reference.

**SECTION II
TIME OF PERFORMANCE**

Contract period shall commence on _____ and terminate sixty (60) calendar days thereafter on _____, 2011. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Contract Supervisor until all work specified in the bid specifications has been rendered.

**SECTION III
COMPENSATION**

The total amount to be paid by the City to the Contractor is on a per unit fixed price basis in the amount of \$ _____ as indicated on Schedule A attached hereto and made a part of this contract, which includes a one-time ten-dollar (\$10.00) payment for indemnification as provided in Section V of this Contract herein below. Payments will be disbursed in the following manner:

The Contract Sum - Work to be paid for on the basis of per unit prices: each, lump sum, linear feet, square yards, system, etc.

Progress Payments- The City will make partial payments during the progress of the work as follows: Partial payments, calculated from quantities of work in place multiplied by the Contract unit prices will be made Net 30 days after the receipt of the Pay Request. Retainage, if applicable, will be held as per Florida Statutes Section 218.735 (8) (a) (b) of ten percent (10%) on each invoice submitted. The City will make payment unless the City feels there are grounds for withholding the payment of Retainage. If the City makes payment of the Retainage to the Contractor then the Contractor shall timely remit payment of such Retainage to all subcontractors and suppliers attributable to the labor, services or material supplied. All remaining retained amounts will be released to the Contractor Net 30 days after final completion of work and the City's acceptance of project. Partial Release of Liens from all Contractor's, subcontractors, suppliers for materials and sub-sub contractors are to be attached to each pay request. Retainage and progress payments may be negotiated if payment is made by the Visa Procurement Card.

Acceptance and Final Payment - Upon receipt of written notice that the work is ready for final inspection and acceptance, the City will promptly make such inspection. When City finds the work acceptable under the terms of the Contract and the Contract is fully performed, City will promptly issue a final certificate, stating that the work provided for in this Contract has been completed, and that the City's final acceptance of the Contractor's work under the terms and the conditions of the Contract is recommended, and the entire balance due the Contractor, subject to the covenants in the Standard Specifications and subject to any liquidated damages, if any assessed against the Contractor, will be paid to the Contractor net thirty (30) calendar days after the date of City's issuance of said final certificate of work completion and acceptance.

Before the City issues the final payment, the Contractor shall submit evidence that all payrolls, material bills and other indebtedness connected with the work have been paid. Final Release of Liens from all Contractors, subcontractors, suppliers for materials and sub-sub contractors are to be attached to the final invoice.

Invoices for services shall be submitted once a month, by the 10th day of each month, and payments shall be made net thirty calendar (30) days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payment shall be made Net thirty calendar days (30) of receipt of Contractor's valid invoice, provided invoice is accompanied by adequate supporting documentation, partial release of liens and approved by the Contract Supervisor as provided in Section XII of the Contract.

No payment for projects involving improvements to real property shall be due until Contractor delivers to City a complete release of all claims arising out of the Contract or receipts in full in lieu thereof, and an affidavit asserting personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

All invoices and correspondence relative to this Contract must contain the City's Contract number and Purchase Order number or Visa Authorization number.

The Contractor shall not be paid additional compensation for any loss or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by, or as a consequence of the suspension or discontinuance of the work.

**SECTION IV
CONFORMANCE WITH BID**

It is understood that the materials and/or work required herein are in accordance with the bid made by the Contractor pursuant to the Invitation to Bid and Specifications on file in the Office of Management and Budget of the City. All documents submitted by the Contractor in relation to said bid, and all documents promulgated by the City for inviting bids are, by reference, made a part hereof as if set forth herein in full.

**SECTION V
INDEMNIFICATION/INSURANCE**

The Contractor agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract. As consideration for this indemnity provision the Contractor shall be paid the sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work.

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that may be obtained pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its sovereign immunity pursuant to Section 768.28, Florida Statutes, under its self insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, or any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000

Bridge Deck & Joint Rehab – Bridges #941001 & #945272

Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG20101185 or CG20371001 & CG20100704) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of 5 years from the date of possession by owner or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause. There shall be no exclusion for Mold, Silica or Respirable Dust or Bodily Injury or Property Damage arising out of heat, smoke, fumes or ash from a hostile fire.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents, and Contract #20110095 for the Bridge Deck & Joint Rehabilitation for Becker Road Bridge over the Florida Turnpike – Bridge #941001 and the Port St. Lucie Blvd. Bridge over the C-24 Canal – Bridge #945272 shall be listed as additionally insured.**" The Certificate of Insurance and policy shall unequivocally provide thirty- (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be accepted by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon receipt of thirty - (30) days written notice from the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each accident covering any auto, owned, non-owned, hired or otherwise used by the Contractor. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.

It shall be the responsibility of the Contractor to ensure that all subcontractors comply with the same insurance requirements referenced above.

All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

Payment & Performance Bonds: The Contractor, if required, shall furnish an acceptable Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of 100% of the Contract price. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force for a minimum of two (2) years after the work required under this Contract has been completed and a final certificate of acceptance has been issued by the City.

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as herein provided.

SECTION VI PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any Subcontractor, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION VII WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Any and all changes must be authorized by a written change order signed by the City Manager or his designee as representing the City. Work shall be changed and the Contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties.

**SECTION VIII
COMPLIANCE WITH LAWS**

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances and codes. Further, Contractor shall, at Contractor's sole cost and expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and work performed pursuant to the Contract, and any amendments or change orders thereto shall comply with all local, state and federal laws and regulations. Contractor will comply with the requirements of 28 C.F.R. § 35.151.

**SECTION IX
CLEANING UP**

Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. On completion of the work, Contractor shall remove all Contractors' equipment and all excess materials, and put the work area in a neat, clean and sanitary condition.

**SECTION X
NOTICE OF PERFORMANCE**

Following delivery of materials and Contractor's performance of work required under this Contract, Contractor shall submit a written request for inspection to the Contract Supervisor. Such written request for inspection is the Contractor's Notice of Performance, which is further addressed in Section XII of this Contract.

**SECTION XI
DELIVERY DOCUMENTATION**

Not applicable.

**SECTION XII
INSPECTION AND CORRECTION OF DEFECTS**

In order to determine whether the required material has been delivered or the required work was performed in accordance with the terms and conditions of the Contract documents, the Contract Supervisor shall conduct the inspection as soon as practicable after receipt of the Contractor's Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with the terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Contract Supervisor shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section III of this Contract. If the inspection conducted by the Contract Supervisor reveals that the work performed is not satisfactory, or substandard, then the Contract Supervisor shall, as soon as practicable, inform the representatives or contact persons of the respective parties hereto, of the specific findings of the inspection. The City shall provide Contractor with the opportunity to correct, remedy, or fix, within a reasonable time but no longer than thirty (30) days from the date of being informed of the unfavorable inspection, the items deemed unsatisfactory or substandard, at no additional charge to the City. Such examination, inspection, or tests made by the Contract Supervisor, shall not relieve Contractor of the responsibility or obligation to remedy any deviation, deficiency, or defect in the materials used or work performed.

**SECTION XIII
ADDITIONAL REQUIREMENTS**

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply. If there is a conflict between the Contract and specifications, the Contract will control.

**SECTION XIV
LICENSING**

Contractor warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. Contractor warrants that his license and certificates are current and will be maintained throughout the duration of the Contract.

**SECTION XV
SAFETY PRECAUTIONS**

Precaution shall be exercised at all times for the protection of persons, including employees and members of the public, and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

**SECTION XVI
ASSIGNMENT**

Contractor shall not delegate, assign or subcontract any part of the work required to be performed under this Contract or assign any monies due to the Contractor hereunder without first obtaining the written consent of the City.

**SECTION XVII
TERMINATION, DELAYS AND LIQUIDATED DAMAGES**

A. Termination of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work. The City may also, in the event of termination, obtain undelivered materials, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional costs incurred for such material. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work, such materials, tools, equipment and facilities as may be on the site of the work, and therefore necessary to accomplish the work.

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time specified in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City five hundred (\$500.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is

completed. The Contractor and his sureties shall be jointly and severally liable to the City for the total amount that is due to the City as a result of said delay of work completion.

C. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargos and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly provide written notice of the delay in performing work. Contractor shall provide such written notice of delay within two (2) days of the event that caused the delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable, then the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

D. The City may terminate this Contract with or without cause by giving the Contractor thirty (30) days notice in writing. Upon delivery of said notice and upon expiration of the thirty (30) day period, the Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed.

SECTION XVIII LAW AND VENUE

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida.

SECTION XIX REIMBURSEMENT FOR INSPECTION

The Contractor agrees to reimburse the City for any expenditures incurred by the City in the process of testing materials supplied by the Contractor against the specifications under which said materials were procured, if said materials prove to be defective, improperly applied, and/or in other manners not in compliance with specifications. Expenditures as defined herein shall include, but not be limited to, the replacement value of materials destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies provided in the Contract.

**SECTION XX
APPROPRIATION APPROVAL**

The Contractor acknowledges that the City of Port Saint Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed against the City.

**SECTION XXI
RENEWAL OPTION**

Not applicable to this contract.

**SECTION XXII
ENTIRE CONTRACT**

The written terms and provisions of this Contract shall supersede all prior and contemporaneous verbal or written statements of any official or other representative of the City. Any such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

Balance of page left intentionally blank

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA
By: _____
City Manager

ATTEST:
By: _____
City Clerk

By: _____
Authorized Representative of (company name)

State of: _____

County of: _____

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.
(he/she)

WITNESS my hand and official seal, this _____ day of _____, 2011.

Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(seal)

Bridge Deck & Joint Rehab – Bridges #941001 & #945272
CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type)

E-Bid Number: 20110095

Title: Bridge Deck & Joint Rehabilitation for Becker Rd. Bridge over the Florida Turnpike #941001 and Port St. Lucie Blvd. Bridge over the C-24 Canal #945272

Bidder: _____

Reference: _____ Fax #: _____

Email: _____ Telephone #: _____

Person to contact: _____

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax within five (5) days to 772-871-7337.

Describe the scope of work of the contract awarded by your firm to this Contractor.

Was the project completed on time and within budget?
What was the project completion date?
How many projects has this vendor completed for you within the past 5 years?

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism _____	Final Product _____
Qualifications _____	Cooperation _____
Budget Control _____	Reliability _____

Would you contract with this Contractor again? Yes [] No [] Maybe []
Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

E-Bid #20110095

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

E-Bid #20110095

State of _____ }

County of _____ }

_____, being first duly sworn, disposes and says that:
(Name/s)

1. They are _____ of _____ the Bidder that
(Title) (Name of Company)
has submitted the attached bid/PROPOSAL;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid/PROPOSAL;
3. Such Bid/Proposal is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder/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 Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding 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) _____

(Title) _____

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

The foregoing instrument was acknowledged before me this _____
(Date)

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

Notary (print & sign name)
Commission No. _____

CITY OF PORT ST. LUCIE
E-BID # 20110095

PROJECT TITLE: Bridge Deck & Joint Rehabilitation for Becker Rd. Bridge over Florida's Turnpike #941001 and Port t. Lucie Blvd. Bridge over the C-24 Canal #945272

CONTRACTOR VERIFICATION FORM

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of Firm: _____

Corporate Title: _____

Address: _____

(Zip Code)

By: _____
(Print name) (Print title)

(Authorized Signature)

Telephone: () _____

Fax: () _____

State License # _____ (ATTACH COPY)

County License # _____ (ATTACH COPY)

City License: (ATTACH PROOF OF REGISTRATION WITH THE CITY)

Type of License: _____

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes hereby certifies that _____ 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 bid 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 bid, 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 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

Date

STATEMENT OF NO BID

To: City of Port St. Lucie
Office of Management & Budget
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099

E-Bid: # _____

E-Bid Title: _____

We, the undersigned have declined to bid on the subject bid for the following reasons:

- Insufficient time to respond to the Invitation to Bid
- We do not offer this product or service.
- Our schedule would not permit us to perform.
- We are unable to meet specifications.
- We are unable to meet bond requirements.
- Specifications are unclear (Explain below).
- We are unable to meet insurance requirements.
- Other (Specify below).

Remarks: _____

Company Name: _____ Telephone: () _____

Division: _____

Address: _____

Signature: _____ Date: _____

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of \$ _____, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through _____, to _____

(Insert name of customer)

on the job of _____
(Insert name of owner)

to the following described property:

(Description of property)

This waiver and release does not cover any retention of labor, services, or materials furnished after the date specified.

DATED on _____, _____.

By: _____
Lienor

I am ___ I am not ___ a Certified Minority Business.

___ I have attached the Standard Form-LLL "Disclosure Form to Report Lobbying".

CHECKLIST
E-Bid #20110095
EWIP Landscaping & Irrigation / Various EWIP Sites

Name of Bidder: _____

This checklist is provided to assist Bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid response fully compliant. This checklist is only a guideline -- it is the responsibility of each Bidder to read and comply with the Sealed E-Bid in its entirety.

- _____ E-Bid Reply Sheet #20110095 with proper signature uploaded to Demandstar.
- _____ E-Bid Reply Excel Spreadsheet uploaded to Demandstar.
- _____ Drug-Free Workplace Form uploaded to Demandstar.
- _____ 5% Bid Bond uploaded to Demandstar and mailed in immediately after opening.
- _____ All pricing has been mathematically reviewed and all corrections have been initialed.
- _____ All price extensions and totals have been thoroughly checked.
- _____ Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #20110095.
- _____ Required W-9 as per Section 1.24.1 uploaded to Demandstar.
- _____ Copy of Insurance Certificate in accordance with Section 5 of the E-Bid documents uploaded to Demandstar.
- _____ Copy of all required licenses and certifications to do work in the City of Port St. Lucie uploaded to Demandstar.
- _____ Have reviewed the Contract and accept all City Terms and Conditions.
- _____ Contractor's Questionnaire uploaded to Demandstar.
- _____ Required forms: Non-Collusion Affidavit of Prime Bidder and the Contractor Verification Form. All forms are to be uploaded to Demandstar.
- _____ List of all sub-contractors on the Questionnaire. All requested information is to be uploaded to Demandstar.
- _____ 5 completed Reference Check Forms uploaded to Demandstar.
- _____ Copy of the Checklist uploaded to Demandstar.

THIS FORM SHOULD BE RETURNED WITH YOUR E-BID REPLY SHEET

ATTACHMENT A

Technical Specifications Parts 1, 2, 3, 4 & 5

*City of Port St. Lucie
Bridge Deck & Joint Rehabilitation for
Becker Rod Bridge over Florida's Turnpike – Bridge #941001
&
Port St. Lucie Blvd. Bridge over the C-24 Canal – Bridge #945272
City of Port St. Lucie, Florida*

(46 pages follow as a separate attachment)

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ATTACHMENT B

Becker Road Bridge over the Florida Turnpike - Bridge #941001 Drawing

City of Port St. Lucie
Bridge Deck & Joint Rehabilitation for
Becker Rod Bridge over Florida's Turnpike – Bridge #941001
&
Port St. Lucie Blvd. Bridge over the C-24 Canal – Bridge #945272
City of Port St. Lucie, Florida

(1 page follow as a separate attachment)

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ATTACHMENT C

Port St. Lucie Bridge over the C-24 Canal – Bridge #945272 Drawing

*City of Port St. Lucie
Bridge Deck & Joint Rehabilitation for
Becker Rod Bridge over Florida's Turnpike – Bridge #941001
&
Port St. Lucie Blvd. Bridge over the C-24 Canal – Bridge #945272
City of Port St. Lucie, Florida*

(1 page follow as a separate attachment)

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CITY OF PORT ST. LUCIE

Sealed Electronic Bid (E-Bid) #20110095 – Attachment A

Bridge Deck and Joint Rehabilitation

For

Becker Road Bridge over Florida's Turnpike / Bridge #941001

And

Port St. Lucie Boulevard over C-24 Canal / Bridge #945272

TECHNICAL SPECIFICATIONS – PART 1

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5	LEGAL RESPONSIBILITY AND PUBLIC SAFETY
6	PROGRESS AND COMPLETION OF WORK
7	MEASUREMENT AND PAYMENT
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ARTICLE 1

DEFINITION OF TERMS

1.1 GENERAL

Whenever in these specifications or in other documents pertaining to the Contract the following terms appear, their intent and meaning shall, unless specifically stated otherwise, be interpreted as shown.

1.2 ACT OF GOD

The words "Act of God" means an earthquake, flood, hurricane or other cataclysmic phenomenon of nature. Rain, wind or other natural phenomenon of normal intensity, including extreme rainfall, for the locality shall not be construed as an Act of God and no reparation shall be made to the CONTRACTOR for damages to the work resulting there from, and no extension of time shall be allowed the CONTRACTOR because of such phenomena. Additionally, the "Act of God" must have an adverse effect on the work scheduled on the Critical Path Method (CPM) for that day to qualify for extension of time.

1.3 ASBESTOS

Any material that contains more than one percent asbestos and is friable, or is releasing asbestos fibers into the air above current action level established by the United States Occupational Safety and Health Administration.

1.4 A.S.T.M. DESIGNATION

Wherever the letters "A.S.T.M." are used in these Specifications, it shall be understood as referring to the American Society for Testing Materials. When reference is made to a certain Designated Number of a specification or test as set out or given by the American Society for Testing Materials, it shall be understood to mean the current, up-to-date standard specification or tentative specification for that particular process, material or test as currently published by that group.

1.5 BID

The bid or proposal is the written offer of a Bidder to perform the work and to furnish the labor and materials described by the contract documents at the prices quoted when made out and submitted on the prescribed bid or proposal form properly sealed and guaranteed. The bid or proposal shall be considered as part of the contract documents.

1.6 BID OR PROPOSAL GUARANTEE

Proposal guarantee will be defined as the security furnished by the Bidder as a guarantee that the Bidder will enter into the contract for the work if the CITY accepts the bid or proposal.

1.7 BIDDER

An individual, firm, partnership, or corporation submitting a bid or proposal for the work contemplated; acting directly or through a duly authorized representative. The term "Bidder" may be used interchangeably with the term "CONTRACTOR".

1.8 CHANGE ORDER

A written order issued by the CONTRACTOR and accepted by the CITY covering minor field changes in the plans, specifications, or quantities of work within the scope of the contract, when prices for the items of work effected are previously established in the contract.

1.9 CONTRACT AMENDMENT

A written description of the scope of work, a listing of the contract documents and other special provision(s) covering the terms and conditions of the contract. The Contract Amendment shall be considered as part of the Contract Documents.

1.10 CONTRACT

The term "contract" means the entire and integrated agreement between the parties there under and supersedes all prior negotiations, representations, or agreements either written or oral. The contract documents form a contract between the CITY and the CONTRACTOR setting forth the obligations of the parties there under, including but not limited to, the performance of the work and the basis of payment.

1.11 CONTRACT DOCUMENTS

The instructions to bidders, CONTRACTOR's proposal, plans, general conditions, specifications, contract, performance and payment bond and any addenda, change orders, amendments and supplemental written agreements relating to the project.

The intention of the documents is to set forth requirements of performance, type of equipment and structures, and standards of materials and construction. It is also intended to include all labor and materials, equipment, permits, and transportation necessary for the proper execution of the work, to require new material and equipment unless otherwise indicated, and to require complete performance of the work in spite of omission of specific reference to any minor component part.

1.12 CONTRACT SUPERVISOR

The Contract Supervisor is the City of Port St. Lucie Engineering/Public Works Department representative as identified in the Special Conditions.

1.13 CONTRACTOR

The word "CONTRACTOR" shall mean an individual, firm, partnership, or corporation, and his, their or its heirs, executors, administrators, successors and assigns or the lawful agent of any such individual, firm, partnership, covenantor or corporation, or his, their or its surety under any contract bond, constituting one of the principals to the Contract and undertaking to perform the

work herein specified. Where any pronoun is used as referring to the word "CONTRACTOR", it shall mean the CONTRACTOR as defined herein.

1.14 DEPARTMENT (FDOT)

Department or FDOT refers to the State of Florida, Department of Transportation

1.15 DIRECTED, ORDERED, APPROVED & ETC.

Wherever in the specifications, plans, change orders amendments, or supplemental written agreements the words "directed", "ordered", "approved", "permitted", "acceptable", or words of similar import are used, it shall be understood that the direction, order, approval or acceptance of the CITY is intended unless otherwise stated.

1.16 ENGINEER

ENGINEER: The "Engineer of Record" for the project is a Professional Engineer duly licensed and registered in the State of Florida.

Construction Engineering and Inspection (CEI) Engineer: The "Construction Engineering and Inspection Engineer (CEI) shall be a Professional Engineer duly licensed and registered in the State of Florida and designated by CITY as ENGINEER.

1.17 GENERAL REQUIREMENTS

The directions, provisions and requirements contained herein entitled General Requirements and Technical Specifications and any addenda, amendments, supplemental written agreements and change orders that may be issued for the contract, all describing the general manner of performing the work including detailed technical requirements relative to labor, material, equipment, and methods by which the work is to be performed and prescribing the relationship between the CITY and the CONTRACTOR.

1.18 HAZARDOUS WASTE

The term hazardous waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

1.19 INSPECTOR

A duly authorized representative of the ENGINEER or CITY, assigned to make official inspections of the materials furnished and of the work performed by the CONTRACTOR.

1.20 LABORATORY

Any licensed and qualified laboratory designated by or acceptable to the CITY to perform necessary testing of materials.

1.21 MILESTONE

A principal event specified in the Contract Documents relating to an Intermediate Completion date or time prior to Substantial Completion of all the work.

1.22 CITY

CITY is the City of Port St. Lucie, a political subdivision of the State of Florida, governed by the City of Port St. Lucie Council Members.

1.23 PLANS

The official, approved plans, including reproduction thereof, showing the location, character, dimensions and details of the work to be done. All shop drawings submitted by the CONTRACTOR and approved by ENGINEER shall be considered as part of the Contract Documents.

1.24 SAMPLES

Physical examples of materials, equipment, or workmanship that are representative of some portion of the work, and which establish the standards by which such portion of the work will be judged.

1.25 SPECIAL CONDITIONS

Special clauses or provisions, supplemental to the Plans, General Requirements and other Contract Documents, setting forth conditions varying from or additional to the General Requirements for a specific project.

1.26 SPECIFICATIONS

The directions, provisions, and technical requirements together with all written agreements made or to be made, setting forth or relating to the method and manner of performing the work, or to the quantities and qualities of materials, labor and equipment to be furnished under the Contract.

1.27 SUBCONTRACTOR

An individual, partnership, or corporation supplying labor, equipment or materials under a direct contract with the CONTRACTOR for work on the project site. Included is the one who supplies materials fabricated or formulated to a special design according to the plans and specifications for the particular project.

1.28 SURETY

The definition for surety is the corporate body that is bound by the contract bond with and for the CONTRACTOR responsible for the performance of the contract and for payment of all legal debts pertaining thereto.

1.29 UNDERGROUND FACILITIES

All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems, or water mains of any type.

1.30 UNIT PRICE WORK

Work to be paid for on the basis of unit prices: each, lump sum, linear feet, square yards, system, etc.

1.31 WORK

The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. All labor, materials, furnishing documents and incidentals required executing and completing the requirements of the contract including superintendents, use of equipment and tools, and all services and responsibilities prescribed or implied.

1.32 WORK CHANGE DIRECTIVE

A written directive to the CONTRACTOR, issued on or after the Effective Date of the Contract, and signed by the CITY and recommended by the ENGINEER, ordering an addition, deletion, or revision in the work, or responding to differing or unforeseen physical conditions under which the work is to be performed, or to emergencies. A Work Change Directive will be incorporated in a subsequently issued Change Order.

1.33 WRITTEN NOTICE

Written notice shall be considered as served when delivered to the designated representative of the CONTRACTOR and receipt acknowledged or sent by registered mail to the individual, firm, or corporation to the business address stated in Bid Proposal.

It shall be the duty of each party to advise the other parties to the Contract as to any changes in his business address until completion of the Contract.

ARTICLE 2 **PLANS, SPECIFICATIONS AND RELATED DATA**

2.1 INTENT OF PLANS AND SPECIFICATIONS

The intent of the plans (found in Attachment B), specifications and other contract documents is that the CONTRACTOR furnishes all labor and materials, equipment, supervision and transportation necessary for the proper execution of the work unless specifically noted otherwise. The CONTRACTOR shall do all the work shown on the Plans and described in the Specifications and other Contract Documents and all incidental work considered necessary to complete the work or improvement ready for use, occupancy, or operation in a manner acceptable to the ENGINEER and CITY.

2.2 CONFLICT

These Specifications, the Plans, Special Conditions and all supplementary documents are integral parts of the Contract; a requirement occurring in the one is as binding as though occurring in all. All parts of the Contract are complementary and describe and provide for a complete work. In addition to the work and materials specified in the Specifications as being included in any specific pay item, include in such pay items additional, incidental work, not specifically mentioned, when so shown in the plans, or if indicated, or obvious and apparent, as being necessary for the proper completion of the work under such pay item and not stipulated as being covered under other pay items.

The computed dimensions govern over scaled dimensions. In case of discrepancy, the governing order of the Contract Documents is as follows:

- A. City of Port St. Lucie's Contract Documents
- B. Special Provisions/Conditions
- C. Technical Special Provisions
- D. Plans/Construction Drawings
- E. Road Design, Structures and Traffic Operations Standards
- F. Supplemental Specifications
- G. Standard Specifications
- H. Computed dimensions govern over scaled dimensions

2.3 DISCREPANCIES IN PLANS

Any discrepancies found between the Plans and Specifications and site conditions or any errors or omissions in the Plans or Specifications shall be immediately reported to the ENGINEER and CITY in writing in the form of an official Request for Information (RFI). The ENGINEER shall promptly correct such error or omission in writing. Any work done by the CONTRACTOR after his discovery of such discrepancies, errors or omissions shall be done at the CONTRACTOR's risk.

Discrepancies include any correction, errors or omissions in Plans and Specifications that may be made by the ENGINEER when such correction is necessary for the proper fulfillment of their intention as construed by him. Where said correction of errors or omissions, except as provided in the next three (3) paragraphs below, adds to the amount of work to be done by the CONTRACTOR, compensation for said additional work shall be made under the General Requirements. Changes in the work, except where the additional work may be classed under some item of work for which a unit price is included in the proposal, errors or omissions must be presented to the "Engineer of Record" in writing within five (5) days of discovery, in the form of an official Request.

The fact that specific mention of any part of work is omitted in the Specifications, whether intentionally or otherwise, when the same is clearly shown or indicated on the Plans, or is usually and customarily required to complete fully such work as is specified herein, will not entitle the CONTRACTOR to consideration in the matter of any claim for extra compensation, but the said work must be installed or done the same as if called for by both the Plans and Specifications.

All work indicated on the Plans and not mentioned in the Specifications or vice versa, and all work and material usual and necessary to make the work complete in all its parts, whether or not they are indicated on the Plans or mentioned in the Specifications, shall be furnished and executed the same as if they were called for by both the Plans and Specifications.

The CONTRACTOR will not be allowed to take advantage of any errors or omissions in the Plans and Specifications. The ENGINEER will provide full information when errors or omissions are discovered.

2.4 DRAWINGS AND SPECIFICATIONS AT JOB SITE

One (1) complete set of all Contract Documents shall be maintained at the job site and shall be available to the ENGINEER and CITY at all times. Each crew installing the work items shall have a set of Project Specifications and Project Plan Drawings that are pertinent to the work efforts being performed by the crew, including all current revisions.

2.5 DIMENSIONS

Plans consist of general drawings showing such details as are necessary to give a comprehensive idea of the construction contemplated. In general, roadway plans will show alignment, profile grades, typical cross-sections and general cross-sections. In general, structure plans will show in detail all dimension of the work contemplated. When the structure plans do not show the dimensions in detail, they will show general features and such details as are necessary to give a comprehensive idea of the structure.

2.6 SHOP DRAWINGS

The CONTRACTOR shall provide shop drawings, setting schedules and other drawings as may be necessary for the prosecution of the work in the shop and in the field as required by the Plans and Specifications or ENGINEER's instructions. Deviations from the Plans and Specifications shall be called to the attention of the ENGINEER and CITY at the time of the first submission of shop drawings and other drawings. The ENGINEER's review and approval of any shop drawings shall not release the CONTRACTOR from responsibility for errors, corrections of details, or conformance with the Contract. Shop drawings shall be submitted according to the following schedule:

Seven (7) copies of each shop drawing shall be submitted to the ENGINEER at least thirty (30) days before the materials indicated thereon are to be needed or earlier if required to prevent delay of work or to comply with subparagraph D.

DEFINITIONS FOR THIS SECTION 2.7:

- A. Shop Drawings. All working, shop and erection drawings, associated trade literature, calculations, schedules, manuals and similar documents submitted by the CONTRACTOR to define some portion of the project work. The type of work includes both permanent and temporary works as appropriate to the project.
- B. Permanent Works. All the permanent structures and parts thereof required of the completed Contract.
- C. Temporary Works. Any temporary construction work necessary for the construction of the permanent works. This includes falsework, formwork, scaffolding, shoring, temporary earthworks, sheeting, cofferdams, special erection equipment and the like.
- D. Construction Affecting Public Safety. Construction that may jeopardize public safety such as structures spanning functioning vehicular roadways, pedestrian walkways, railroads, navigation channels of navigable waterways and walls or other structure foundations located in embankments immediately adjacent to functioning roadways. It does not apply to those areas of the site under the CONTRACTOR's control and outside the limits of normal public access.
- E. CONTRACTOR Responsibility for accuracy and Coordination of Shop Drawings: Coordinate, schedule, and control all submittals, with a regard for the required priority, including those of the various Subcontractors, suppliers, and engineers, to provide for an orderly and balanced distribution of the work.
 - 1. Coordinate, review, date, stamp, approve and sign all shop drawings prepared by the CONTRACTOR or agents (subcontractor, fabricator, supplier, etc.) prior to submitting them to the Engineer of Record for review. Submittal of the drawings confirms verification of the work requirements, units of measurement, field measurements, construction criteria, sequence of assembly and erection, access and clearances, catalog numbers, and other similar data. Indicate on each series of drawings the specification section and page or drawing number of the Contract plans to which the submission applies. Indicate on the shop drawings all deviations from the Contract drawings and itemize all deviations in the letter of transmittal. Likewise, whenever a submittal does not deviate from the Contract plans, clearly state so in the transmittal letter.
 - 2. Schedule the submission of shop drawings to allow for a three (3) week review period. The review period commences upon the Engineer of Record's receipt of the valid submittal or re-submittal and terminates upon the transmittal of the submittal back to the CONTRACTOR. A valid submittal includes all the minimum requirements outlined in FDOT Standard Specifications Section 5-1.4.4. Allow two (2) week review time for re-submittals.
 - 3. Submit shop drawings to facilitate expeditious review. The CONTRACTOR is discouraged from transmitting voluminous submittals

of shop drawings at one time. For submittals transmitted in this manner, allow for the additional review time that may result.

4. Only shop drawings distributed with the “red ink” stamps are valid and all work that the CONTRACTOR performs in advance of approval will be at the CONTRACTOR’s risk.

2.7 QUALITY OF EQUIPMENT AND MATERIALS

In order to establish standards of quality, the detail Specifications refer to certain products by name and catalog number. This procedure is not to be construed as eliminating from competition other products of equal or better quality by other manufacturers where fully suitable in design. Written requests for consideration of substitutions must be submitted at least fifteen (15) days prior to bid opening. Requests shall describe the product under consideration, including all data necessary to demonstrate acceptability. If the substitution is approved, an Addendum will be issued to all Bidders of Record, describing such.

The CONTRACTOR shall furnish to the CITY a complete list of his proposed desired substitution at least fifteen (15) days prior to bid opening, together with such engineering and Catalog data as the CITY may require. Substitutions may be submitted during the course of work, provided it does not delay the performance and completion of the work.

The CONTRACTOR shall abide by the CITY’s/ENGINEER’s judgment when proposed substitution of materials or items or equipment is judged to be unacceptable and shall furnish the specified material or item of equipment in such case. All proposals for substitutions shall be submitted to the ENGINEER in writing by the CONTRACTOR and not by individual trades or material suppliers. The ENGINEER will advise of approval or disapproval of proposed substitutions in writing within a reasonable time. No substitute materials shall be used unless approved by ENGINEER in writing.

Wherever the Specifications call for an item of material or equipment by a manufacturer's name and type, and additional features of the item are specifically required by the Specifications, the additional features specified shall be provided whether or not they are normally included in the Standard manufacturer's item listed.

Wherever the Specifications call for an item of material or equipment by a manufacturer's name and type, the specified item becomes obsolete and is no longer available, the CONTRACTOR shall provide an item equal in quality and performance which is currently available, at no change on Contract price.

2.8 EQUIPMENT AND MATERIAL APPROVAL DATA

The CONTRACTOR shall furnish one (1) copy of complete catalog data for every manufactured item of equipment and all components to be used in the work, including specific performance data, material description, rating, capacity, material gauge or thickness, brand name, catalog number and general type.

This submission shall be compiled by the CONTRACTOR and submitted to the ENGINEER for review and written approval before any of the equipment is ordered.

Each data sheet or catalog in the submission shall be indexed according to specification section and paragraph for easy reference.

After written approval is received by the CONTRACTOR, submission shall become a part of the Contract and may not be deviated from except upon written approval of the ENGINEER.

Catalog data for equipment approved by the ENGINEER does not in any case supersede the Contract Documents. The acceptance by the ENGINEER shall not relieve the CONTRACTOR from responsibility for deviations from Plans or Specifications, unless he has called the ENGINEER's attention, in writing, to such deviations at the time of submission, nor shall it relieve him from responsibility for errors of any sort in the items submitted. The CONTRACTOR shall check the work described by the catalog data with the Contract Documents for deviations and errors.

It shall be the responsibility of the CONTRACTOR to insure that items to be furnished fit the space available. He shall make necessary field measurements to ascertain space requirements, including those for connections, and shall order such sizes and shapes of equipment that the field installation shall suit the true intent and meaning of the Plans and Specifications.

Where equipment requiring different arrangement of connections from those shown is approved, it shall be the responsibility of the CONTRACTOR to install the equipment to operate properly, and in harmony with the intent of the Plans and Specifications, and to make all changes in the work required by the different arrangement of connections at his own expense.

Defective Materials: The CITY will consider the following materials as defective. All materials not meeting the requirements of these specifications; segregated materials, even though previously tested and approved; materials that are or have been improperly stored; and materials that are mixed with an excess of clay, coal, sticks, burlap, hay, straw, loam or earth, or other debris. The CITY/ENGINEER will reject all such materials, whether in place or not. Remove all rejected material immediately from the site of the work and from storage areas, at no expense to the CITY. Do not use rejected material, the defects of which have been subsequently corrected, until the CITY/ENGINEER has approved the material's use. Upon failure to comply promptly with any order of the CITY/ENGINEER made under the provisions of this article, the CITY/ENGINEER will remove and replace defective material and deduct the cost of removal and replacement from any moneys due or to become due the CONTRACTOR.

As an exception to the above, the CONTRACTOR may submit, upon approval of the CITY/ENGINEER, an engineering and/or laboratory analysis to evaluate the effect of the defective in place materials. Any such analysis shall be performed by a specialty engineer. The CITY/ENGINEER will determine the final disposition of the material after review of the information submitted by the CONTRACTOR. No additional monetary compensation or time extension will be granted for the impact of any such analysis or review.

The CITY/ENGINEER will consider any haul unit load of mineral aggregates received for a CITY project as defective without an individual certification as required by 6-3.3.

ARTICLE 3
ENGINEER-CITY-CONTRACTOR RELATIONS

3.1 ENGINEER'S RESPONSIBILITY AND AUTHORITY

All work shall be performed to the satisfaction of the ENGINEER and CITY. All work done shall be subject to the construction review of the ENGINEER or CITY, or both. Any and all technical questions which may arise as to the quality and acceptability of materials furnished, work performed, or work to be performed, interpretation of Plans and Specifications and all technical questions as to the acceptable fulfillment of the Contract on the part of the CONTRACTOR shall be referred to the CITY/ ENGINEER who will resolve such questions.

3.2 ENGINEER'S DECISION

All claims of a technical nature of the CONTRACTOR shall be presented to the ENGINEER for resolution and be approved by CITY. The CITY's construction ENGINEER will decide all questions, difficulties, and disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of the Contract, and as to the character, quality, amount, and value of any work done, and materials furnished, under or by reason of the Contract.

3.3 SUSPENSION OF WORK

The CITY or the ENGINEER shall have the authority to suspend the work wholly or in part, for such periods as may be deemed necessary and for whatever cause, to include but not be limited to, unsuitable weather or such other conditions as are considered unfavorable for prosecution of the work, or failure on the part of the CONTRACTOR to carry out the provisions of the Contract or to supply materials meeting the requirements of the Specifications, or the action of a governmental agency, by serving written notice of suspension to the CONTRACTOR. In the event that the ENGINEER shall become aware of any condition that may be cause for suspension of the work, the ENGINEER shall immediately advise the CITY of such condition. The CONTRACTOR shall not suspend operations under the provisions of this Paragraph without the CITY's permission, or direction.

The ENGINEER has the authority to suspend the CONTRACTOR's operations, wholly or in part with the CITY's permission. The ENGINEER will order such suspension in writing giving in detail the reasons for the suspension. Contract time will be charged during all suspension of CONTRACTOR's operations. The CITY may grant an extension of contract time in accordance with FDOT Standard Specification Section 8-7.3.2 when determined appropriate in the CITY's sole judgment.

No additional compensation or a time extension will be paid or granted to the CONTRACTOR when the operations are suspended for the following reasons:

- A. The CONTRACTOR fails to comply with the Contract Documents.
- B. The CONTRACTOR fails to carry out orders given by the ENGINEER.

- C. The CONTRACTOR causes conditions considered unfavorable for continuing the work.
- D. The CONTRACTOR fails to maintain the required insurance coverage throughout the life of the Contract.

Immediately Comply With any Suspension Order: Do not resume operations until authorized to do so by the ENGINEER in writing. Any operations performed by the CONTRACTOR, and otherwise constructed in conformance with the provisions of the contract, after issuance of the suspension order and prior to the ENGINEER's authorization to resume operations will be at no cost to the CITY. Further, failure to immediately comply with any suspension order will also constitute an act of default by the CONTRACTOR and is deemed sufficient basis in and of itself for the CITY to declare the CONTRACTOR in default, in accordance with FDOT Standard Specification Section 8-9, with the exception that the CONTRACTOR will not have ten calendar days to correct the conditions for which the suspension was ordered.

Prolonged Suspensions: If the ENGINEER suspends the CONTRACTOR's operations for an indefinite period, store all materials in such manner that they will not obstruct or impede the traveling public unnecessarily or become damaged in any way. Take every reasonable precaution to prevent damage to or deterioration of the work performed. Provide suitable drainage of the roadway by opening ditches, shoulder drains, etc., and provide any temporary structures necessary for public travel through the project.

Permission to Suspend CONTRACTOR's Operations: Do not suspend operations or remove equipment or materials necessary for completing the work without obtaining the ENGINEER's written permission. Submit all requests for suspension of operations in writing to the ENGINEER, and identify specific dates to begin and end the suspension. The CONTRACTOR is not entitled to any additional compensation for suspension of operations during such periods.

Suspension of CONTRACTOR's Operations - Holidays: Unless the CONTRACTOR submits a written request to work on a holiday at least ten days in advance of the request date and receives written approval from the ENGINEER, the CONTRACTOR shall not work on the following days: Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Labor Day, the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive. Contract Time will be charged during these holiday periods regardless of whether or not the CONTRACTOR's operations have been suspended. The CONTRACTOR is not entitled to any additional compensation for suspension of operations during such holiday periods.

During such suspensions, remove all equipment and materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet the requirements of FDOT Standard Specification Sections 102 and 104. The CONTRACTOR is not entitled to any additional compensation for the removal of equipment from clear zones or for compliance with FDOT Standard Specification Sections 102 and 104 during such holiday periods.

3.4 CONSTRUCTION REVIEW OF WORK

The ENGINEER may appoint such assistants and representatives as he desires. These assistants and representatives are authorized to inspect all work done and all materials furnished. Such inspection may extend to all or any part of the work and to the manufacture, preparation, or fabrication of the materials to be used. Such assistants and representatives are not authorized to revoke, alter, or waive any requirement of these specifications. Rather, they are authorized to call to the attention of the CONTRACTOR any failure of the work or materials to meet the contract documents, and have the authority to reject materials or suspend the work until any questions at issue can be referred to and decided by the ENGINEER. The ENGINEER will immediately notify the CONTRACTOR in writing of any suspension of the work, stating in detail the reasons for the suspension. The presence of the inspector or other assistant in no way lessens the responsibility of the CONTRACTOR.

3.5 FIELD TESTS AND PRELIMINARY OPERATION

Provide the ENGINEER with free entry at all times to such parts of the plant that concern the manufacture or production of the materials ordered, and bear all costs incurred in providing all reasonable facilities to assist the ENGINEER in determining whether the material furnished meets the requirements of these Specifications.

3.6 EXAMINATION OF COMPLETED WORK

The CITY/ENGINEER may request an examination of completed work of the CONTRACTOR at any time before acceptance by the ENGINEER of the work and shall remove or uncover such portions of the finished work as may be directed. After examination, the CONTRACTOR shall restore said portions of the work to the standard required by the Specifications. Should the work thus exposed or examined prove acceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed shall be paid for as extra work, but should the work so exposed or examined prove unacceptable, the uncovering, removing and replacing shall be at the CONTRACTOR's expense.

Do not perform work or furnish materials without obtaining inspection by the ENGINEER or his representative. Furnish the ENGINEER with every reasonable facility for ascertaining whether the work performed and materials used are in accordance with the requirements and intent of the contract documents. If the ENGINEER, so requests, at any time before final acceptance of the work remove or uncover such portions of the finished work as directed. After examination, restore the uncovered portions of the work to the standard required by the contract documents. If the CITY or ENGINEER determines that the work so exposed or examined is unacceptable, perform the uncovering or removal, and the replacing of the covering or making good of the parts removed, at no expense to the CITY. However, if the ENGINEER determines that the work thus exposed or examined is acceptable, the CITY will pay for the uncovering or removing, and the replacing of the covering or making good of the parts removed in accordance with Paragraph 4-6.

If, during or prior to construction operations, the ENGINEER fails to reject defective work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject in no way prevents the later rejection when such defect is discovered, or obligates the CITY to final acceptance. The CITY is not responsible for losses suffered due to any necessary removals or repairs of such defects.

If the CONTRACTOR fails or refuses to remove and renew any defective materials used or work performed, or to make any necessary repairs in an acceptable manner and in accordance with the requirements of the contract within the time indicated in writing, the ENGINEER has the authority to repair, remove, or renew the unacceptable or defective materials or work as necessary, all at the CONTRACTOR's expense. The CITY will obtain payment for any expense it incurs in making these repairs, removals, or renewals, that the CONTRACTOR fails or refuses to make, by deducting such expenses from any moneys due or which may become due the CONTRACTOR, or by charging such amounts against the contract bond.

3.7 CONTRACTOR'S SUPERINTENDENT

A qualified superintendent, who is acceptable to the CITY and or ENGINEER shall be maintained on the project and give sufficient supervision to the work until its completion. The superintendent shall have full authority to act on behalf of the CONTRACTOR, and all communications given to the superintendent shall be considered given to the CONTRACTOR. All such communications shall be in writing, either prior to giving direction or subsequent to giving the direction.

3.8 PRIVATE PROPERTY

The CONTRACTOR shall not enter upon private property for any purpose without obtaining permission, in writing, from the property Owner thereof, and supply same to ENGINEER for Project documentation. Further, he shall be responsible for the preservation of all public trees, monuments, etc., along and adjacent to the street and/or right-of-way, and shall use every precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent damage to pipes, conduits and other underground structures, and shall protect carefully from disturbance or damage all monuments and property marks until a land surveyor has witnessed or otherwise referenced their location and shall not remove them until so directed by the ENGINEER in writing.

CONTRACTOR shall be responsible for any damage caused by CONTRACTOR entering upon private property; the CONTRACTOR shall be responsible for all damages to private property as a result of construction in the vicinity of the private property.

3.9 CITY'S RIGHT TO TERMINATE CONTRACT AND COMPLETE WORK

The following acts or omissions constitute acts of default, and (except as to subparagraphs I and K) the CITY will give notice, in writing, to the CONTRACTOR and his surety for any delay, neglect or default, if the CONTRACTOR:

- A. Fails to begin the work under the Contract within the time specified in the Contract.
- B. Fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure prompt completion of the Contract.
- C. Performs the work unsuitably, or neglects or refuses to remove materials or to perform anew such work that the ENGINEER rejects as unacceptable and unsuitable.
- D. Discontinues the prosecution of the work, or fails to resume discontinued work within a reasonable time after the ENGINEER notifies the CONTRACTOR to do so.

- E. Becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily or involuntarily.
- F. Allows any final judgment to stand against him unsatisfied for a period of ten calendar days.
- G. Makes an assignment for the benefit of creditors.
- H. Fails to comply with contract requirements regarding minimum wage payments or EEO requirements.
- I. Fails to comply with the ENGINEER's written suspension of work order within the time allowed for compliance and which time is stated in that suspension of work order.
- J. For any other cause whatsoever, fails to carry on the work in an acceptable manner, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of the CITY.
- K. Fails to comply with FDOT Standard Specification Section 3.9.
- L. Failure to maintain all insurance requirements throughout the life of the Contract.

For a notice based upon reasons stated in Subparagraphs A through H and J: If the CONTRACTOR, within a period of ten (10) calendar days after receiving the written notice described above fails to correct the conditions of which complaint is made, the CITY will, upon written certificate from the ENGINEER of the fact of such delay, neglect, or default and the CONTRACTOR's failure to correct such conditions, have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of the CONTRACTOR and declare the CONTRACTOR in default.

If the CONTRACTOR, after having received a prior written notice described above for any reason stated in Subparagraphs B through F or H, commits a second or subsequent act of default for any reason covered by the same Subparagraphs B through F or H as stated in the prior notice, and regardless whether the specific reason is the same, then, regardless of whether the CONTRACTOR has cured the deficiency stated in that prior notice, the CITY will, upon written certificate from the ENGINEER of the fact of such delay, neglect or default and the CONTRACTOR's failure to correct such conditions, have full power and authority, without any prior written notice to the CONTRACTOR and without violating the contract, to take the prosecution of the work out of the hands of the CONTRACTOR and to declare the CONTRACTOR in default.

Regarding Subparagraph I, if the CONTRACTOR fails to comply with the ENGINEER's written suspension of work order within the time allowed for compliance and which time is stated in that suspension of work order, the CITY will, upon written certificate from the ENGINEER of the fact of such delay and the CONTRACTOR's failure to correct that condition, have full power and authority, without violating the contract, to immediately take the prosecution of the work out of the hands of the CONTRACTOR and to declare the CONTRACTOR in default.

Regarding Subparagraph K, if the CONTRACTOR fails to comply with Paragraph 3-9, the CITY will have full power and authority, without violating the contract, to immediately take the prosecution of the work out of the hands of the CONTRACTOR and to declare the CONTRACTOR in default.

Regarding Subparagraph L, if the CONTRACTOR fails to maintain proper insurance, the CITY will have full power to suspend the work until proper insurance is provided.

The CITY has no liability for anticipated profits for unfinished work on a contract that the CITY has determined to be in default.

Notwithstanding the above, the CITY shall have the right to declare the CONTRACTOR (or its "affiliate") in default and immediately terminate this contract, without any prior notice to the CONTRACTOR, in the event the CONTRACTOR (or its "affiliate") is at any time "convicted" of a "contract crime," as these terms are defined in Section 337.165(a), Florida Statutes. The CITY's right to default the CONTRACTOR (or its "affiliate") for "conviction" of a "contract crime" shall extend to and is expressly applicable to any and all CITY contracts that were either advertised for bid; for which requests for proposals or letters of interest were requested; for which an intent to award was posted or otherwise issued; for which a contract was entered into, after the date that the underlying or related criminal indictment, criminal information or other criminal charge was filed against the CONTRACTOR (or its "affiliate") that resulted in the "conviction." In the event the CITY terminates this contract for this reason, the CONTRACTOR shall hereby forfeit any claims for additional compensation, extra time, or anticipated profits. The CONTRACTOR shall only be paid for any completed work up to the date of termination. Further, the CONTRACTOR shall be liable for any and all additional costs and expenses the CITY incurs in completing the contract work after such termination.

Upon the declaration of default, the CITY will have full power to appropriate or use any or all suitable and acceptable materials and equipment on the site and may enter into an agreement with others to complete the work under the contract, or may use other methods to complete the work in an acceptable manner. The CITY will charge all costs that the CITY incurs because of the CONTRACTOR's default, including the costs of completing the work under the contract, against the CONTRACTOR. If the CITY incurs such costs in an amount that is less than the sum that would have been payable under the contract had the defaulting CONTRACTOR completed the work then the CITY will pay the difference to the defaulting CONTRACTOR. If the CITY incurs such costs in an amount that exceeds the sum that would have been payable under the contract, then the CONTRACTOR and the surety shall be liable and shall pay the CITY the amount of the excess.

If, after the ten (10) day notice period and prior to any action by the CITY to otherwise complete the work under the contract, the CONTRACTOR establishes his intent to prosecute the work in accordance with the CITY's requirements, then the CITY may allow the CONTRACTOR to resume the work, in which case the CITY will deduct from any monies due or that may be come due under the contract, any costs to the CITY incurred by the delay, or from any reason attributable to the delay.

3.10 RIGHTS OF VARIOUS INTERESTS

Wherever work being done by the CITY or by other CONTRACTORS is contiguous to work covered by the Contract, the respective rights of the various interests involved shall be established by the CITY, to secure the completion of the various portions of the work in general harmony.

3.11 SEPARATE CONTRACTS

The CITY may let other contracts in connection with the work of the CONTRACTOR. The CONTRACTOR shall cooperate with other CONTRACTORS with regard to storage of materials and execution of their work. It shall be the CONTRACTOR's responsibility to inspect all work by other CONTRACTORS affecting his work and to report to the ENGINEER any irregularities, which will not permit him to complete his work in a satisfactory manner. His failure to notify the ENGINEER of such irregularities shall indicate the work of other CONTRACTORS has been satisfactorily completed to receive his work. It shall be the responsibility of the CONTRACTOR to inspect the completed work in place and report to the ENGINEER immediately any difference between completed work by others and the Plans.

If CONTRACTOR is found to be responsible for damages or delays to the work performed by other CONTRACTORS, CONTRACTOR shall be required to make good any such damages or delays.

3.12 SUBCONTRACTS AND PURCHASE ORDERS

Prior to signing the Contract or at the time specified by the CITY, the CONTRACTOR shall submit in writing to the ENGINEER the names of the subcontractors proposed for the work. Subcontractors may not be changed except at the request or with the approval of the ENGINEER.

The CONTRACTOR is responsible to the CITY for the acts and omissions of his subcontractors and their direct or indirect employees, to the same extent as he is responsible for the acts and omissions of his employees. The Contract Documents shall not be construed as creating a contractual relation between any subcontractors and the CITY. The CONTRACTOR shall bind every subcontractor by the terms of the Contract Documents.

For convenience of reference the Specifications are separated into paragraphs. Such separations shall not, however, operate to make the ENGINEER or CITY an arbiter to establish limits to the contracts between the CONTRACTOR and subcontractors.

3.13 WORKS DURING AN EMERGENCY

The CONTRACTOR shall perform any work and shall furnish and install materials and equipment necessary during an emergency endangering life or property. In all cases, he shall notify the ENGINEER and CITY of the emergency as soon as practicable, but he shall not wait for instructions before proceeding to properly protect both life and property.

3.14 ORAL AGREEMENTS

No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

3.15 NIGHT, SATURDAY, SUNDAY, AND/OR HOLIDAY WORK; CITY RIGHT-OF-WAY

The standard hours of work allowed in the City of Port St. Lucie's right-of-way are from 7:00 a.m. to sundown Monday through Friday. Any work performed by the CONTRACTOR outside of the aforementioned time limit requires special authorization by the CITY and requires that the CONTRACTOR obtain a noise permit from the City Police Department. All equipment operated at night shall comply with the noise levels established by the City of Port St. Lucie noise ordinance. Any additional costs associated with work outside of the hours of work allowed shall be borne by the CONTRACTOR. This shall include, but not be limited to costs of inspection, testing, police assistance, and construction administration.

All night, Saturday, Sunday, and/or Holiday work must be authorized by the CITY and requires that the CONTRACTOR obtain a noise permit from the City Police Department. All night work within the CITY's right-of-way requires a minimum 48-hour prior notice to the CITY. This clause shall not pertain to crews organized to perform maintenance work on equipment or to operate and maintain special equipment such as dewatering pumps, which may be required to work 24 hours per day.

3.16 UNAUTHORIZED WORK

Work done without lines and/or grades having been established, work done without proper inspection, or any changes made or extra work done without written authority will be done at the CONTRACTOR's risk and will be considered unauthorized, and, at the option of the ENGINEER, may not be measured and paid for.

3.17 USE OF COMPLETED PORTIONS OF THE WORK

The CITY shall have the right to use, occupy, or place into operation any portion of the work that has been completed sufficiently to permit safe use, occupancy, or operation, as determined by the ENGINEER.

3.18 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until acceptance of the work by the CITY, it shall be under the charge and care of the CONTRACTOR, and he shall take every necessary precaution against injury or damage to the work by the action of the elements or from any other cause whatsoever, whether arising from the execution or from the non-execution of the work. The CONTRACTOR shall rebuild, repair, restore and make good, without additional compensation, all injury or damage to any portion of the work occasioned by any of the above causes before its completion and acceptance.

CONTRACTOR's Responsibility for Work. Until the CITY's acceptance of the work, take charge and custody of the work, and take every necessary precaution against injury or damage to the work by the action of the elements or from any other cause whatsoever, arising either from the execution or from the non-execution of the work. Rebuild, repair, restore, and make good, without additional expense to the CITY, all injury or damage to any portion of the work occasioned by any of the above causes before its completion and acceptance, except that in case of extensive or catastrophic damage, the CITY may, at its discretion, reimburse the

CONTRACTOR for the repair of such damage due to the unforeseeable causes beyond the control of and without the fault or negligence of the CONTRACTOR, including but not limited to Acts of God, of the public enemy, or of governmental authorities.

ARTICLE 4
MATERIALS AND WORKMANSHIP

4.1 GENERAL

All materials and workmanship shall meet the requirements of the City of Port St. Lucie Codes and Technical Specifications, the Florida Department of Environmental Protection requirements, and the Florida Department of Transportation “Standard Specifications for Road and Bridge Construction Specifications, latest Edition”, the “Design Standards, latest Edition”, these Contract Documents, and all applicable FDOT standards, manuals, and procedures and the City of Port St. Lucie Utility Systems Department technical specifications and construction standards.

4.2 MATERIALS FURNISHED BY THE CONTRACTOR

- A. All materials used in the work shall meet the requirements of the respective Specifications, and no materials shall be used until it has been approved in writing by the ENGINEER.
- B. Wherever the specifications call for an item of material or equipment by a manufacturer's name and type, and additional features of the item are specifically required by the specifications, the additional features specified shall be provided whether or not they are normally included in the standard manufacturer's item listed.
- C. Wherever the specifications call for an item of material or equipment by a manufacturer's name and type, and the specified item becomes obsolete and is no longer available, the CONTRACTOR shall provide a substitute item which is acceptable to the ENGINEER and CITY and is currently available, at no change in Contract Price.
- D. Source of Supply and Quality Requirements.
 - 1. Only Approved Materials to be Used. Use only materials in the work that meet the requirements of these specifications, and have the ENGINEER's approval. The ENGINEER may inspect or test any materials proposed for use at any time during their preparation and use. Do not use any material that, after approval, has in any way become unfit for use in the work. Do not use materials containing asbestos.
 - 2. Notification of Placing Order. Give sufficient notification prior to placing orders for materials, and order materials sufficiently in advance of their incorporation in the work to allow time for sampling and testing.

3. CITY Not Obligated to Make Inspection at Source. The CITY is not obligated to make an inspection at the source of supply. The CONTRACTOR is fully responsible for supplying satisfactory materials.
4. Retest of Materials. The City may retest materials that it has tested and accepted at the source of supply, after they have been delivered to the project. The CITY will reject all materials that, when retested, do not meet the requirements of these specifications.

4.3 SUBSTITUTION OF EQUIPMENT AND/OR MATERIAL

- A. After the execution of the Contract, the substitution of equipment and/or material for that specified will be considered if:
 1. The equipment and/or materials proposed for substitution is determined by the ENGINEER to be equal or superior to that specified in the Contract and is approved by the CITY.
 2. The equipment and/or material proposed for substitution is less expensive than that specified and that such savings to the CITY, as proposed by the CONTRACTOR, are submitted with the request for substitution. If the substitution is approved, the Contract price shall be reduced accordingly.
 3. The equipment and/or material proposed for substitution is readily available and its delivery and use, if approved as a substitution, will not delay the scheduled start and completion of the specified work for which it is intended or the scheduled completion of the entire work to be completed under the contract.
- B. No request will be considered unless submitted in writing to the ENGINEER and approval by the ENGINEER must also be in writing. To receive consideration, requests for substitutions must be accompanied by documentary proof of the actual difference in cost to the CONTRACTOR in the form of quotations to the CONTRACTOR covering the original equipment and/or material, and also equipment and/or material proposed for substitution or other proof satisfactory to the ENGINEER.
- C. It is the intention that the CITY shall receive the full benefit of the saving in cost involved in any substitution.
- D. In all cases, the burden of providing adequate proof that the equipment and/or material offered for substitution is equal or superior in construction and/or efficiency to that named in the Contract shall rest on the CONTRACTOR and the proof will be submitted to the ENGINEER. Request for substitution of equipment and/or material which the CONTRACTOR cannot prove to the satisfaction of the ENGINEER to be equal or superior in construction and/or efficiency to that named in the Contract will not be approved.

4.4 STORAGE OF MATERIALS (CONTRACTOR AND CITY FURNISHED)

Outdoor storage space may not be available at project site. Materials shall be stored so as to incur the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other hard clean surfaces, and not on the ground, and/or they shall be placed under cover. Stored materials shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposes unless permitted by the Private Property Owner. The CONTRACTOR shall be responsible for securing an area appropriate for storage. The costs for incidental work efforts necessary by the CONTRACTOR in order to prepare the storage site shall be included in the various bid items. The site shall be fenced, and be maintained to a level that will not create hazardous to the surrounding area, and shall maintain vegetative growth on the perimeter of area. The CITY is not responsible for loss of or damage to stored materials. The CITY may reject improperly stored materials.

4.5 CHARACTER OF WORKMEN

The CONTRACTOR shall at all times be responsible for the conduct and discipline of his employees and/or any subcontractor or persons employed by subcontractors. All workmen must have sufficient knowledge, skill and experience to perform properly the work assigned to them. Any superintendent, foreman, or workman employed by the CONTRACTOR or subcontractors who, in the opinion of the ENGINEER or the CITY, does not perform his work in a skillful manner, or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the CITY, be removed from the project immediately and shall not be employed again in any portion of the work without the approval of the CITY.

Provide competent, careful, and reliable superintendents, foreman and workmen. Provide workmen with sufficient skill and experience to properly perform the work assigned to them. Provide workmen engaged on special work, or skilled work, such as bituminous courses or mixtures, concrete bases, pavements, or structures, or in any trade, with sufficient experience in such work to perform it properly and satisfactorily and to operate the equipment involved. Provide workmen that shall make due and proper effort to execute the work in the manner prescribed in the Contract Documents, or the ENGINEER may take action as prescribed below.

Whenever the ENGINEER determines that any person employed by the CONTRACTOR is incompetent, unfaithful, intemperate, disorderly, or insubordinate, the ENGINEER will provide written notice and the CONTRACTOR shall remove from the project the person from the work. Do not employ any discharged person on the project without the written consent of the ENGINEER. If the CONTRACTOR fails to remove such person or persons, the ENGINEER may suspend the work until the CONTRACTOR complies with such orders. Protect, defend, indemnify, and hold the CITY, its agents, officials, and employees harmless from all claims, actions, or suit arising from such removal, discharge, or suspension of employees.

It is prohibited as a conflict of interest for a CONTRACTOR to subcontract with a consultant to perform CONTRACTOR Quality Control when the consultant is under contract with the CITY to perform work on any project described in the CONTRACTOR's contract with the CITY. Prior to approving a consultant for CONTRACTOR Quality Control, the CONTRACTOR shall submit to the CITY a certificate from the proposed consultant certifying that no conflict of interest exists.

4.6 REJECTED WORK AND MATERIAL

Any materials, equipment or work, which does not satisfactorily meet the Specifications, may be condemned by the ENGINEER or CITY by giving a written notice to the CONTRACTOR. All condemned materials; equipment or work shall be promptly taken out and replaced.

All materials which do not conform to the requirements of the Contract Documents, are not equal to samples approved by the ENGINEER, or are in any way unsatisfactory or unsuited to the purpose, for which they are intended, shall be rejected. Any defective work whether the result of poor workmanship, use of defective materials, damaged through carelessness or from other cause shall be removed within five (5) days after written notice is given by the ENGINEER, and the work shall be re-executed by the CONTRACTOR at his expense. The fact that the ENGINEER or the CITY may have previously overlooked such defective work shall not constitute an acceptance of any part of it. Should the CONTRACTOR fail to remove rejected work or materials within five (5) days after written notice to do so, the CITY may remove them and may store the materials. Costs for such removal will be the responsibility of the CONTRACTOR. Satisfaction of warranty work after final payment shall be in accordance with Paragraph 7.16.

4.7 MANUFACTURER'S DIRECTION

Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer unless herein specified to the contrary.

4.8 CLEANING UP

The CONTRACTOR shall at all times keep the premises free from accumulation of waste materials or rubbish caused by his employees or work, and at the completion of the work he shall remove all his rubbish, tools, scaffolding and surplus materials and shall leave his work "broom clean" or its equivalent, unless more exactly specified. In case of noncompliance the CITY may remove the rubbish and charge the cost to the CONTRACTOR or such costs shall be deducted from any payments due the CONTRACTOR.

4.9 OWNERSHIP OF MATERIALS

CONTRACTOR shall be responsible for disposal costs of any structures, trees, or unsuitable fill within the project's limit. Any and all materials whether structural or trees found within the limits of the project remain the property of the CONTRACTOR unless Ownership is specifically conveyed to the CITY.

All material, equipment and work become the sole property of the CITY as installed. These provisions shall not be construed as relieving the CONTRACTOR from the sole responsibility for all materials and work for which payments have been made, for the restoration of damaged work, or as a waiver of right of the CITY to require the fulfillment of all the terms of the Contract.

4.10 GUARANTEE

The CONTRACTOR shall warrant all equipment and materials furnished and work performed for a period of two (2) years from the date of final written acceptance of the work by CITY. The

CONTRACTOR shall assist the CITY in compiling the required information, related to the CONTRACTOR's construction activities, for the conveyance of the interchange to the Department.

Satisfaction of warranty work after final payment shall be as provided in Paragraph 7.16.

All equipment and material warranties or guarantees shall be drawn in favor of the CITY and the originals thereof furnished to the ENGINEER for review and acceptance prior to final payment.

ARTICLE 5

LEGAL RESPONSIBILITY AND PUBLIC SAFETY

5.1 PATENTS AND ROYALTIES

If any design, device, material or process covered by letters, patent or copyright is used by the CONTRACTOR, he shall provide for such use by legal agreement with the CITY of the patent or a duly authorized licensee. The CONTRACTOR shall protect and hold harmless the CITY against any and all claims or litigation by reason of infringement of any patent rights on any materials, equipment or construction furnished or used by the CONTRACTOR.

5.2 LAWS TO BE OBSERVED

The CONTRACTOR shall give all notices and comply with all federal, state and local laws, ordinances and regulations in any manner affecting the conduct of the work, and all such orders and decrees as enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the CITY and ENGINEER against any expense, claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

The CONTRACTOR shall keep fully informed of all existing and pending state and national laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or in any way affecting the conduct of tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Plans, Specifications, or Contract for this work in relation to any such law, ordinance, regulations, order or decree, shall forthwith report the same to the ENGINEER and CITY in writing. The CONTRACTOR shall at all times observe and comply with and cause all their agents, subcontractors, and employees to observe and comply with any such law, ordinance, regulation, order or decree; and shall protect and indemnify the CITY and ENGINEER, their officers, employees, and agents against any expense, claim or liability arising from or based upon violation of any such law, ordinance, regulations, orders or decree, whether by himself or his employees.

All building construction work alterations, repairs or mechanical installations and appliances connected therewith shall comply with the applicable building rules and regulations, restrictions and reservations of record, local ordinances and such other statutory provisions pertaining to this class of work.

5.3 PROTECTION OF PERSONS AND PROPERTY

A. Safety Precautions and Programs

1. The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work in accordance with the U.S. Department of Labor Occupational Safety and Health Act and the laws of the State of Florida.
2. This Contract requires that the CONTRACTOR and any and all subcontractors hired by the CONTRACTOR comply with all relevant standards of the Occupational Safety and Health Act. Failure to comply with the Act constitutes a failure to perform.
3. The CONTRACTOR agrees to reimburse the CITY for any fines and/or court costs arising from penalties charged to the CITY for violations of OSHA committed by the CONTRACTOR or any and all Subcontractors.

B. Safety of Persons and Property

1. The CONTRACTOR shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to all employees on the work and all other persons who may be affected thereby; all the work materials and equipment to be incorporated therein, whether in storage on or off the project site, under the care, custody or control of the CONTRACTOR or any of their Subcontractors; and other property on the project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
2. The CONTRACTOR shall be held fully responsible for such safety and protection until final written acceptance of the work.
3. The CONTRACTOR shall at all times so conduct their work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property in a manner satisfactory to the CITY. No road or street shall be closed to the public except with the permission of the CITY and proper governmental authority.

- C. Fire hydrants on or adjacent to the work shall be kept accessible to fire fighting equipment at all times. Temporary provisions shall be made by the CONTRACTOR to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, swale liners, and irrigation ditches, which shall not be obstructed except as approved by the CITY. The CONTRACTOR shall comply with FDOT Standard Specifications 7-11.1 through 7-11.5.3.

5.4 CROSSING

When new construction crosses highways, railroads, streets or utilities under the jurisdiction of state, county, CITY or other public agency, public utility or private entity, the CITY through the ENGINEER shall secure written permission prior to the commencement of construction of such crossing. The CONTRACTOR will be required to furnish evidence of compliance with

conditions of the permit from the proper authority before final acceptance of the work by CITY.

5.5 SANITARY PROVISION

The CONTRACTOR shall provide and maintain such sanitary accommodations for the use of their employees and those of his subcontractors as may be necessary to comply with the requirements and regulations of the local and state departments of health and as directed by the ENGINEER or CITY, and shall follow the progression of the work effort. Following the period of necessity for such accommodations, they and all evidence affixed thereto shall be removed.

5.6 WARNING SIGNS AND BARRICADES

The CONTRACTOR shall provide adequate signs, barricades, warning lights and flagmen, as required, and all such other necessary precautions for the protection of the work and the safety of the public. All barricades and obstructions shall be protected at night by lights that shall be kept in operation from sunset to sunrise. Suitable warning signs shall be so placed and illuminated at night as to show in advance where construction, barricades or detours exist. Warning signs and barricades shall be in conformance with the State of Florida, Manual of Traffic Control and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations, and the MUTCD latest edition. A Maintenance of Traffic Plan shall be submitted by the CONTRACTOR to the CITY through the ENGINEER, for review and approval.

ARTICLE 6 **PROGRESS AND COMPLETION OF WORK**

6.1 START OF CONSTRUCTION

The CONTRACTOR shall commence work not later than ten (10) calendar days after the CITY's acceptance and date as identified in the Contract, or as specifically noted in the Contract. However, in no case shall the CONTRACTOR commence work until the CITY has been furnished and acknowledges receipt of the CONTRACTOR's Certificates of Insurance and a properly executed Performance and Payment bond as required. Failure to provide the Certificates of Insurance to the CITY within the ten (10) days, shall subject CONTRACTOR to days being deleted from the contract time for every day of delay, or the CITY may elect to terminate this Contract for failure to commence construction in a timely manner and the CITY may contract with another CONTRACTOR.

6.2 CONTRACT TIME

The CONTRACTOR shall complete, in an acceptable manner, all of the work covered by the Contract Documents in sixty (60) calendar days as stated in the Contract or consistent with any change orders properly expedited and approved by the CITY, its Council and the CONTRACTOR.

6.3 SCHEDULE OF COMPLETION

The CONTRACTOR's schedules shall reflect a logical sequence of the various components of work and the anticipated rates of production necessary to complete the work covered by the Contract on or before the completion date stated in the Contract. Said schedules shall be submitted

within seven (7) days of the execution of the Contract by the CITY, and shall be updated and resubmitted to the CITY by the twenty-fifth (25th) day of every month with the CONTRACTOR's pay request. Pay requests submitted without a revised Project Schedule will not be forwarded to the CITY for payment.

6.4 COORDINATION OF CONSTRUCTION

The CONTRACTOR shall coordinate his work with other CONTRACTORS, the ENGINEER, CITY and Utilities to assure orderly and expeditious progress of work.

CONTRACTOR shall make his own arrangements for water and electrical service to meet his construction requirements.

6.5 PROTECTION OF EXISTING UTILITIES AND FACILITIES

All utilities and all structures of any nature, whether below or above ground, that may be affected by the work shall be protected and maintained by the CONTRACTOR and shall not be disturbed or damaged by him during the progress of the work; provided that, should the CONTRACTOR disturb, disconnect or damage any utility or any structure, all expenses of whatever nature arising from such disturbance or the replacement or repair and testing thereof shall be borne by the CONTRACTOR. FDOT Standard Specifications for Road and Bridge Construction Section 7-11.6, Utilities Section, shall also apply.

6.6 CHANGES IN THE WORK

Any review for time changes shall be based upon time schedules submitted by the CONTRACTOR. The CITY may order changes in the work through additions, deletions or modifications without invalidating the Contract; however, any change in the scope of work or substitution of materials shall require the written approval of the ENGINEER. Compensation and time of completion affected by the change shall be adjusted at the time of ordering such change. New and unforeseen items of work found to be necessary and which cannot be covered by any item or combination of items for which there is a contract price shall be classed as changes in the work. The CONTRACTOR shall do such changes in the work and furnish such materials, labor and equipment as may be required for the proper completion of construction of the work contemplated. **In the absence of such written order, no claim for changes in the work shall be considered.**

Changes in the work shall be performed in accordance with these specifications where applicable and work not covered by the specifications or special provisions shall be done in accordance with specifications issued for this purpose. Changes in the work required in an emergency to protect life and property shall be performed by the CONTRACTOR as required. CONTRACTOR must notify CITY (within 24 hours) and must document that there was an emergency as soon as practical.

6.7 EXTENSION OF CONTRACT TIME

A delay beyond the CONTRACTOR's control occasioned by an "Act of God" may entitle the CONTRACTOR to an extension of time in which to complete the work as determined by the CITY provided, however, the CONTRACTOR shall immediately give written notice to the CITY of the cause of such delay. No extension of time shall be valid unless given in writing by the ENGINEER,

and in all cases will be added at the end of the contract date, in the event the time becomes necessary for use.

6.8 COMPLIANCE WITH TIME REQUIREMENTS

Commence work in accordance with the approved working schedule and provide sufficient labor, materials and equipment to complete the work within the time limit set forth in the proposal. Should the CONTRACTOR fail to furnish sufficient and suitable equipment, forces, and materials as necessary to prosecute the work in accordance with the required schedule, the ENGINEER may withhold all estimates that are, or may become due, or suspend the work until the CONTRACTOR corrects such deficiencies.

6.9 SUBMISSION OF WORKING SCHEDULE

Within twenty-one (21) calendar days after the execution of the Contract or at the preconstruction conference, whichever is earlier, submit to the CITY/ENGINEER a work progress schedule for the project. The CITY/ENGINEER will review and respond to the CONTRACTOR within fifteen (15) calendar days of receipt.

6.10 PROVISIONS FOR CONVENIENCE OF PUBLIC

CONTRACTOR shall schedule construction operations to minimize any inconvenience to adjacent businesses or residences. Where necessary, the ENGINEER may require the CONTRACTOR to first construct the work in any areas along the project where inconveniences caused by construction operations would present a more serious handicap. In such critical locations, where there is no assurance of continuous effective prosecution of the work once the construction operations are begun, the ENGINEER may require the CONTRACTOR to delay removal of the existing (usable) facilities.

6.11 PRECONSTRUCTION CONFERENCE

Immediately after awarding the contract but before the CONTRACTOR begins work, the CITY/ENGINEER will schedule a preconstruction conference at a place the CITY/ENGINEER designates to review and discuss the construction aspects of the project. CONTRACTOR attendance at this meeting is required, along with the CITY and the various utility companies that will be involved with the project construction.

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ARTICLE 7

MEASUREMENT AND PAYMENT

7.1 DETAILED BREAKDOWN OF CONTRACT

Except in cases where unit prices form the basis for payment under the Contract, the CONTRACTOR shall submit a complete breakdown of the contract amount showing the value assigned to each part of the work, including an allowance for profit and overhead within ten (10) days of the execution of the Contract by the parties. Upon approval of the breakdown of the contract amount by the ENGINEER and the CITY, it shall be used as the basis for all requests for payment.

7.2 REQUEST FOR PAYMENT

The CONTRACTOR may submit to the CITY not more than once each month on the 10th of each month a request for payment for work completed. The CONTRACTOR shall furnish the ENGINEER and the CITY all reasonable facilities required for obtaining the necessary information relative to the progress and execution of the work. No payments shall be made for materials stored on site without approval of the CITY.

Progress payments shall be in accordance with the Contract and identified in Section III of the Contract.

Where unit prices are specified, the request for payment shall be based on the quantities completed.

Prior to submission of any request for payment by the CONTRACTOR, the ENGINEER shall review the request for payment to determine the following:

- A. That the work covered by the request for payment has been completed in accordance with the intent of the Plans and Specifications.
- B. That the quantities of work have been completed as stated in the request for payment, whether for a unit price contract or for payment on a lump-sum contract.

7.3 CITY'S ACTION ON A REQUEST FOR PAYMENT

- A. Within ten (10) days from the date of receipt of a request for payment the CITY shall review the request for payment and if it is incorrect, the CITY will do the following:
 - 1 Disapprove the request for payment in accordance with the General Conditions informing the CONTRACTOR in writing of the reasons for withholding payment, OR;
- B. Net thirty (30) days from the date of receipt of a request for payment the CITY shall do one of the following:
 - 1. Approve and pay the request for payment as submitted.

7.4 CITY'S RIGHT TO WITHHOLD PAYMENT OF A REQUEST FOR PAYMENT

The CITY may withhold payment in whole or in part on a request for payment to the extent necessary for any of the following reasons:

- A. Work not performed but included in the request for payment.
- B. Work covered by the request for payment which is not in accordance with the Plans, Specifications and generally accepted engineering and construction practices.
- C. In the event of a filing of a claim or lien or information received by CITY of a potential filing of a claim or lien against the CONTRACTOR or CITY.
- D. Failure of the CONTRACTOR to make payments to Subcontractors, material suppliers or labor.
- E. Damage to another CONTRACTOR as defined in Paragraph 3.11 of the General Requirements.
- F. Default of any of the provisions of the Contract Documents.
- G. Defective work which has not been corrected within the time specified in the Contract Documents.

7.5 PAYMENT FOR UNCORRECTED WORK

Should the ENGINEER direct, in writing, the CONTRACTOR not to correct work that has been damaged or that was not performed in accordance with the Contract Documents, an equitable deduction from the contract amount shall be made to compensate the CITY for the uncorrected work.

7.6 PAYMENT FOR REJECTED WORK AND MATERIALS

The removal of work and materials rejected under Paragraph 4.6 of the General Requirements, the re-execution of work by the CONTRACTOR shall be at the expense of the CONTRACTOR and the CONTRACTOR shall pay the cost of replacing the destroyed or damaged work of other CONTRACTORS by the removal of the rejected work or materials and the subsequent re-execution of that work.

Removal of rejected work or materials and storage of materials by the CITY in accordance with Paragraph 4.6 shall be paid for by the CONTRACTOR within thirty (30) days after written notice is given by the ENGINEER of Record. If the CONTRACTOR does not pay the expenses of such removal and after ten (10) days written notice being given by the ENGINEER of his intent to see the materials, the CITY may sell the materials and shall pay to the CONTRACTOR the net proceeds there from after deducting all the costs and expenses that are incurred by the CITY. The ENGINEER may act as the CITY's authorized representative in the aforementioned actions.

7.7 COMPENSATION FOR CHANGES IN THE WORK

If conditions require a change in the scope of work or additional work, varying from the original Plans or Specifications, such change shall be effected by the CONTRACTOR when a written Change Order is issued by the CITY/ENGINEER. The Change Order shall set forth in complete detail the nature of the change, the change in the compensation to be paid the CONTRACTOR and

whether it is an addition or a reduction of the original total contract cost. Should additional or supplemental drawings be required, they will be furnished by the ENGINEER. The Contract Supervisor shall have the authority to order minor changes in amounts up to \$25,000.00 or accumulated change orders totaling less than \$25,000.00, or minor extensions of the Contract Time. Such changes shall be effected by written order and signed by both the Contract Supervisor and the CONTRACTOR. The CONTRACTOR shall carry out such written orders promptly. All changes in work in the amount of \$25,000.00 or more will require City Council approval prior to payment.

Compensation to be paid to the CONTRACTOR for accomplishing the work of a Change Order shall be established in one of the following ways:

- A. By lump sum proposed by the CONTRACTOR and accepted by the CITY.
- B. By unit prices established and agreed to by all parties.
- C. By unit prices established for additional kinds of work.
- D. By other methods as may be mutually agreed upon.

Compensation for home office overhead and other related costs shall not be allowed in extra charges. No extra work shall be completed until the CITY and CONTRACTOR have agreed, in writing, on the method and compensation for the extra work.

7.8 CANCELLED ITEMS OF WORK

The CITY shall have the right to cancel those portions of the contract relating to the construction of any item provided therein. Such cancellation, when ordered by the CITY in writing, shall entitle the CONTRACTOR to the payment of a fair and equitable amount covering all costs incurred by him pertaining to the canceled items before the date of cancellation or suspension of the work. The CONTRACTOR shall be allowed a profit percentage on the materials used and on construction work actually done, at the same rates as provided for "Changes in the Work", but no allowance will be made for anticipated profits. Acceptable materials ordered by the CONTRACTOR or delivered on the site before the date of such cancellation or suspension shall be purchased from the CONTRACTOR by the CITY at actual cost and shall thereupon become the property of the CITY. Upon cancellation of an item, the CONTRACTOR shall not be compensated for home office and overhead costs.

7.9 PAYMENT FOR WORK SUSPENDED BY THE CITY

If the work or any part thereof shall be suspended by the CITY, as provided in General Requirements, the CONTRACTOR will not be entitled to payment for work done.

7.10 PAYMENT FOR WORK BY THE CITY

The cost of the work performed by the CITY removing construction equipment, tools and supplies and in correcting deficiencies shall be paid by the CONTRACTOR.

7.11 PAYMENT FOR WORK BY CITY FOLLOWING TERMINATION OF CONTRACT

Upon termination of the contract by the CITY no further payments shall be due the CONTRACTOR until the work is completed and accepted by the CITY. The cost incurred by

the CITY as herein provided shall include the cost of CONTRACTOR and other expenses incurred by the CITY through the CONTRACTOR's default.

7.12 PAYMENT FOR WORK SUSPENDED BY THE CONTRACTOR

Upon suspension of the work by the CONTRACTOR, and upon CITY approval, the CONTRACTOR shall recover payment from the CITY for the work performed.

7.13 RELEASE OF LIENS (INTERIM/FINAL)

The CONTRACTOR shall deliver, with each request for payment, a completed Affidavit and Release of Lien on a form supplied by the CONTRACTOR. Also, from each supplier or subcontractor who has notified the CITY of his right to file a lien (Notice to Owner) or who is listed in the CONTRACTOR's Affidavit and Release of Lien as an unpaid, potential lienor, a Lienor's Sworn Statement of Account, executed by the supplier or subcontractor, must be attached to each request for payment.

If the completed forms are not supplied with the request for payment, the CITY will request said completed form(s) from the potential Lienor by receipt mail, and hold payment until the provisions below are met.

If no reply is received within thirty (30) days and/or all of the CITY's Demand for a Lienor's Sworn Statement of Account indicates that no monies are due, payment in the amount of the approved request shall be made.

However, if there are outstanding payments due to any suppliers or Subcontractors, the CITY may make joint payments to the CONTRACTOR and the unpaid supplier(s) and/or Subcontractor(s).

7.14 ACCEPTANCE AND FINAL PAYMENT

The CONTRACTOR shall furnish full and final releases of lien for labor, materials and equipment incurred in connection with the work certified As-Built, following which the CITY will release the CONTRACTOR except as to the conditions of the performance bond, any legal rights of the CITY, required guarantees and satisfaction of all warranty work, and shall authorize payment of the CONTRACTOR's final request for payment.

Maintenance until Acceptance. Maintain all work until the ENGINEER has given final acceptance in accordance with FDOT Standard Specification Section 5-11.

Inspection for Acceptance. Upon notification that all contract or all contract work on the portion of the contract scheduled for acceptance, has been completed, the ENGINEER will make an inspection for acceptance. The inspection will be made within seven days of the notification. If the ENGINEER finds that all work has been satisfactorily completed, the CITY will consider such inspection as the final inspection. If any or all of the work is found to be unsatisfactory, the ENGINEER will detail the remedial work required to achieve acceptance. Immediately perform such remedial work. Subsequent inspections will be made on the remedial work until the ENGINEER accepts all work.

Upon satisfactory completion of the work, the CITY will provide written notice of acceptance, either partial, conditional or final, to the CONTRACTOR.

Until final acceptance in accordance with FDOT Standard Specification Section 5-11, replace or repair any damage to the accepted work. The cost of such work will be negotiated.

Partial Acceptance. At the ENGINEER's sole discretion, the ENGINEER may accept any portion of the work under the provisions of FDOT Standard Specification Section 5-10.2.

Conditional Acceptance. The ENGINEER will not make, or consider requests for conditional acceptance of a project.

Final Acceptance. When, upon completion of the final construction inspection of the entire project, the ENGINEER determines that the CONTRACTOR has satisfactorily completed the work, the ENGINEER will give the CONTRACTOR written notice of final acceptance.

7.15 TERMINATION OF CONTRACTOR'S RESPONSIBILITY

The Contract will be considered complete when all work has been finished, the final construction review is made by the "Engineer of Record," and the project accepted in writing by the CITY. The CONTRACTOR's responsibility shall then cease, except as set forth in his performance bond, as required by the guarantee period in accordance with the Paragraph 4.10, and as provided in Paragraph 7.16.

7.16 SATISFACTION OF WARRANTY WORK AFTER FINAL PAYMENT

The making of the final payment by the CITY to the CONTRACTOR shall not relieve the CONTRACTOR of responsibility for faulty materials or workmanship. The CITY shall promptly give written notice of faulty materials and workmanship and the CONTRACTOR shall promptly replace any such defects discovered within two (2) years from the date of final written acceptance of the work by the CITY.

ARTICLE 8 **MISCELLANEOUS**

8.1 ADDRESSES FOR NOTICES

All notices given under or in connection with any of the Contract Documents shall be delivered in person or by telegraph or registered or certified mail to the parties at the address as either party may by notice designate.

8.2 TAXES

CONTRACTOR shall pay all sales or other taxes of any type which may be incurred in connection with the work hereunder, and shall reimburse the CITY for any such taxes paid by the CITY.

8.3 NO WAIVER OF LEGAL RIGHTS

Neither the payment for, nor acceptance of the whole or any part of the work by the CITY or representatives of the CITY, nor any extension of time, nor the withholding of payments, nor any possession taken by the CITY, nor the termination of employment of the CONTRACTOR shall operate as a waiver of any portion of the Contract or any power therein reserved or any right therein reserved or any right therein provided.

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TECHNICAL SPECIFICATIONS – PART 2

SUPPLEMENTARY CONDITIONS

- 1.01.1 FDOT SPECIFICATIONS:** All work shall conform to the "Florida Department of Transportation Standard Specifications for Road and Bridge Construction" (current edition), unless stated otherwise in these specifications. Any reference in the "Standard Specifications" to the ENGINEER or Department shall mean the ENGINEER on this project. Specific references are made to certain portions of the "Standard Specifications" in these specifications to facilitate the CONTRACTOR.

Any reference to "FDOT Standard Indexes" shall mean the FDOT Roadway and Traffic Design Standards (current edition).

The technical specifications contained in Division II and III of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Current Edition, shall also apply to this Contract. In addition, the terms and conditions of the applicable permits and approvals issued by various Federal, State, and Local Government Agencies and their regulations and requirements affecting such work shall supersede these specifications.

- 1.02 STANDARD SPECIFICATIONS:** All materials and workmanship shall meet the requirements of the City of Port St. Lucie Codes and Technical Specifications, the Florida Department of Environmental Protection requirements, and the Florida Department of Transportation "Standard Specifications for Road and Bridge Construction Specifications Current Edition", the "Roadway and Traffic Design Standards Current Edition", these Contract Documents, and all applicable FDOT standards, manuals, and procedures and the City of Port St. Lucie Utility Systems Department technical specifications and construction standards.

- 1.03 MAINTENANCE OF TRAFFIC:** Two- (2) way traffic shall be maintained at all times during construction of this project unless otherwise approved by the CITY. Traffic control devices shall conform to the governing sections of the FDOT Specifications. CONTRACTOR to provide Maintenance of Traffic plans for CITY approval prior to construction.

If critical short-term construction operations require temporary road detours, the CITY will be given at least 48 hours prior written notice for consideration of approval. These operations should be planned for weekend, nighttime, and off-peak hours, when possible, subject to the approval of the CITY. CONTRACTOR will be required to provide off-duty Port St. Lucie Police Officers for this operation. The cost for police officers and required inspection personnel is to be included within the various payment items at no additional cost to the CITY.

The CONTRACTOR shall be responsible for keeping all law enforcement, fire protection, and ambulance agencies informed, in advance of his construction schedules, by notification to the City Engineering Department, **FORTY-EIGHT (48)** hours in advance, in the event of detour of any roadway. The City Engineering Department will

distribute the information to the appropriate agencies, including the news media, if required.

It is the CONTRACTOR'S responsibility to develop, at his own expense, a detailed Maintenance of Traffic Plan that maintains two (2) way traffic at all times. The Maintenance of Traffic Plan must be developed by a professional Engineer, duly licensed and registered in the State of Florida. CONTRACTOR is responsible for all costs and expenses associated with obtaining approval of the Traffic Control Plan from the City of Port St. Lucie, and any other applicable agency. CONTRACTOR'S Maintenance of Traffic Plan shall be submitted at the Pre-construction meeting and shall clearly show the location and type of all signing and pavement markings. CONTRACTOR shall specify construction phasing (at the contractor's discretion) including construction of drainage crossings and shall provide a concise written description of the plan including all phases.

CONTRACTOR shall coordinate any street closings or detours necessary for the maintenance of traffic with the City of Port St. Lucie.

Maintenance of Devices and Barriers will be enforced on this project. In addition, devices which are brought onto the project which are not in conformity to the FDOT standards, or are damaged or defaced, will be rejected by the ENGINEER and shall be replaced by the CONTRACTOR at no additional cost to the CITY.

The CONTRACTOR shall not block access to driveways except where same area is to be removed and replaced. The CONTRACTOR shall give twenty-four (24) hours advance written notice to the resident or occupant of the property of driveway removal and replacement operations and supply the City's representative a copy of same. Access shall be maintained to property of a commercial operation either via the driveway or a reasonable alternative route. The Contract shall coordinate such an alternative route with the operator of the commercial operation. Traffic control devices shall conform to Section 990 of the FDOT Standard Specifications.

The CONTRACTOR shall maintain access to the private properties located along the east side of the project limits at all times. The City needs access to this site 24-hours a day, 7 days a week.

The CONTRACTOR shall be responsible for the proper maintenance, control, and detour of traffic in the area during the construction. All traffic control and maintenance procedures shall be in accordance with the requirements of the FDOT Standard Specifications and the Contract Documents. Any and all costs associated, including any nighttime operations, with the approved M.O.T. Plans shall be included in the appropriate Bid item for M.O.T.

All traffic control signs and devices, barricades, flashers, flambeaus, and similar devices, shall be furnished and maintained by the CONTRACTOR.

Excavated or other material stored adjacent to or partially upon a roadway pavement shall be adequately marked for traffic and pedestrian safety at all times. Necessary access to adjacent property shall be provided at all times.

The CONTRACTOR shall be responsible for performing daily inspections, including weekends and holidays, with weekly inspections at nighttime, of the installations on the project and the replacement of all equipment and devices not conforming with the approved standards during that inspection. Additional nighttime inspections may be required if deemed necessary by the CITY or ENGINEER. The project personnel will be advised of the schedule of these inspections and be given the opportunity to join in the inspection as deemed necessary.

- 1.04 ACCESS AND RESTORATION:** The CONTRACTOR'S attention is directed to the access and restoration requirements for driveways and swales. These requirements are contained on the drawings and in the Technical Specifications. They include time limits for work completion by the CONTRACTOR and actions by the CITY for non-completion.

The CONTRACTOR shall not block access to driveways except where same area is to be removed and replaced. The CONTRACTOR shall give twenty-four (24) hours advance written notice to the resident or occupant of the property of driveway removal and replacement operations and supply the City's representative a copy of same. Access shall be maintained to property of a commercial operation either via the driveway or a reasonable alternative route. The CONTRACTOR shall coordinate such an alternative route with the operator of the commercial operation. Traffic control devices shall conform to Section 102-3 of the "FDOT Standard Specifications." Unless approved by the ENGINEER, each driveway shall be prepared so as to allow access by the residents, at the end of each workday.

- 1.05 PROTECTION OF WORK:** The CONTRACTOR shall protect his work throughout its length by the erection of suitable barricades and handrails, where required. He shall further indicate this work at night by the maintenance of suitable lights or flares, especially along or across thoroughfares. Whenever it is necessary to cross a public walk, he shall provide a suitable safe walkway with hand railings. He shall also comply with all laws of ordinances covering the protection of such work and the safety measures to be employed therein. The CONTRACTOR shall carry out his work so as not to deny access to private property. All utility access manholes, valves, fire hydrants, and letterboxes shall be kept accessible at all times.

- 1.06 DUST CONTROL:** The CONTRACTOR will be responsible to provide adequate dust control on the project. The CONTRACTOR at a minimum is required to provide watering of the project limits to avoid excessive dust. The CITY requests the use of non-potable water for dust control. The ENGINEER will only notify the CONTRACTOR one time of inadequate dust control. If the CONTRACTOR fails to respond within two (2) hours, then the CITY will provide dust control and back charge the CONTRACTOR. Blowing will be permitted only for cleaning off non-particulate debris, such as reinforcing bars. No sandblasting will be permitted unless the dust therefrom is confined, except in areas approved by the CITY.

- 1.07 NOISE CONTROL:** The CONTRACTOR shall be responsible for continuously monitoring the noise levels of equipment during construction. Noise levels must be kept to a minimum at all times, particularly during any work permitted beyond the normal working hours, classified as 7 AM to sundown. Any work performed before or after these

hours requires a noise permit from the CITY. The CONTRACTOR shall provide 48 hours of notice prior to construction at night.

The CONTRACTOR must comply with the applicable noise level limits and requirements of the City of Port St. Lucie Noise Ordinance Chapter 94. Citations for violations of this ordinance must be resolved by the CONTRACTOR at his expense, including, but not limited to, replacing equipment with quieter equipment, relocating equipment to a less bothersome location(s), providing temporary structures of sound deadening/dampening materials.

1.08 PROJECT PROGRESS MEETING: Project progress meetings will be held at a designated interval as determined by the pre-construction meeting at a mutually convenient location as designated by the CITY/ENGINEER. Representatives of CITY, ENGINEER, and CONTRACTOR are required to attend. Other representatives, such as utility company personnel may attend as necessary.

1.09 ENVIRONMENTAL PROTECTION: In order to prevent and to provide for abatement and control of any environmental pollution arising from the work of the CONTRACTOR and his Subcontractors in the performance of this Contract, the CONTRACTOR shall comply with all applicable Federal, State and Local laws and regulations concerning environmental pollution control and abatement, and all applicable provisions of the Army Corps of Engineers manual, EM 385-1-1, entitled General Safety Requirements, in effect on the date of the work, as well as the specifications, including the Corps of Engineers and Florida Department of Environmental Protection permits, if applicable to this project.

The CONTRACTOR shall provide and maintain environmental protection during the term of the Contract. Environmental protection measures shall be provided to control pollution that develops during normal dredging and/or excavation practices. The CONTRACTOR'S operations shall comply with all Federal, State, and Local regulations pertaining to water, air, solid waste and noise pollution. Compliance with the provisions of this Section by Subcontractors shall be the responsibility of the CONTRACTOR.

Method of Measurement and Basis of Payment: All materials, labor and equipment needed to prosecute the work required by this Specification shall be carried out by the CONTRACTOR as incidental to the bid price of the various bid items of this Contract, with no additional cost to be incurred by the CITY.

1.10 CONTROL AND DISPOSAL OF WASTE: Wastes shall be picked up and placed in containers that are emptied on a regular schedule. All handling and disposal shall be so conducted as to prevent contamination of the site and any other areas. On completion, the areas shall be left clean and natural looking. All sites of temporary construction and activities incidental to construction of the required permanent work in place shall be obliterated.

Disposal of Rubbish and Debris: CONTRACTOR shall transport all waste off of CITY'S property and dispose of it in a manner that complies with federal, state and local requirements.

END OF SECTION

TECHNICAL SPECIFICATIONS – PART 3

Summary of Work

PART 1.00-GENERAL

1.01 WORK COVERED UNDER CONTRACT DOCUMENTS

A. The Work specified in this Section consists of, but is not limited to, the furnishing of all labor, material and equipment necessary to replace the deck joints on the Becker Road Bridge over the Florida's Turnpike, Bridge # 941001 and the Port St Lucie Bridge over C-24 Canal, Bridge # 945272. The work shall also include the milling and resurfacing a section of pavement on Port St Lucie Boulevard (Option B). This work includes the removal of the old expansion joint material, repair of the damaged concrete bridge deck, surface preparation of the joint area, and replacement of the joints across the bridge deck in accordance with the contract documents. Maintenance of Traffic must be maintained during this operation.

1.02 **MEASUREMENT AND PAYMENT:** The Measurement and Payment for the various items shall be in accordance with the following requirements:

Payment shall be made at the Unit Prices or Lump Sum Prices as depicted in the Schedule of Contract Prices, and as outlined hereafter. These prices shall be full compensation for all costs associated with completion of all work in full conformity with the requirements as stated or shown, or both, by the Contract Documents. The cost of any item(s) of work which is not covered by a definite Unit Price or Lump Sum Price shall be included in the Unit Price or Lump Sum Price to which the item(s) is most applicable.

Error in Lump Sum Quantity. Where the CITY designates the pay quantity for an item to be a lump sum and the plans show an estimated quantity, the CITY will adjust the lump sum compensation only in the event that either the CONTRACTOR submits satisfactory evidence or the CITY determines and furnishes satisfactory evidence that the lump sum quantity shown is in substantial error as defined in FDOT Standard Specification 9-3.2.1.

Authorized Changes in Work. Where the CITY designates the pay quantity for an item to be a lump sum and the plans show an estimated quantity, the CITY will adjust compensation for that item proportionately when an authorized plan change is made, which results in an increase or decrease in the quantity of that item. When the plans do not show an estimated plan quantity or the applicable specifications do not provide adjustments for contingencies, the CITY will compensate for any authorized plan change resulting in an increase or decrease in the cost of acceptably completing the item by establishing a new unit price through a supplemental agreement as provided in FDOT Standard Specifications 4-3.2 subsequent to City Council approval of amounts exceeding \$25,000.00.

Deviation from Plan Dimensions. If the CONTRACTOR fails to construct any item to plan or to authorized dimensions within the specified tolerances, the ENGINEER, at his discretion will: require the CONTRACTOR to reconstruct the work to acceptable tolerances at no additional cost to the CITY; accept the work and provide the

CONTRACTOR no pay; or accept the work and provide the CONTRACTOR a reduced final pay quantify or reduced unit price. The CITY will not make reductions to final pay quantifies for those items designated to be paid on the basis of original plan quantity or a lump sum quantity under the provisions of this Paragraph unless such reduction results in an aggregate monetary change per item of more than \$100, except that for earthwork items, the aggregate change must be more than \$100, except that for earthwork items, the aggregate change must exceed \$5,000 or 5% of the original plan quantity, whichever is smaller.

If, in the opinion of the ENGINEER, the CONTRACTOR has made a deliberate attempt to take advantage of the construction tolerances as defined in FDOT Standard Specification 120-11.1 to increase borrow excavation in fill sections or to decrease the required volume of roadway measurements and will apply reductions in pay quantities. The CITY will not use the construction tolerance, as defined in FDOT Standard Specification 120-11.1, as a pay tolerance. The construction tolerance is not to be construed as defining a revised authorized template.

END OF SECTION

TECHNICAL SPECIFICATIONS – PART 4

EXISTING CONDITIONS

DEMOLITION

PART 1 - GENERAL

1.01 THE REQUIREMENT

- A. In general the items demolished and /or removed on this project are:

Existing joints material in both bridges

- B. The Contractor shall remove and dispose of old joint material or portions thereof, as shown on the Drawings or required to complete the project.
- C. All materials designated for disposal shall become the Contractor's property and shall be removed from the site to the Contractor's own place of disposal.

1.02 JOB CONDITIONS

- A. The Contractor shall execute the demolition and removal work to prevent damage or injury to structures, occupants thereof and adjacent features which might result from falling debris or other causes, and so as not to interfere with the use, and free and safe passage across the bridge.
- B. Closing or obstructing of roadways adjacent to the work by the placement or storage of materials will not be permitted. All operations shall be conducted with a minimum interference to traffic.
- C. The Contractor shall repair damage done to facilities to remain, or to any property belonging to the Owner. The Contractor shall repair any damage done by removal of the joints and surface preparation of the new joint.
- D. The Contractor shall carry out his operations so as to avoid interference with operations and work in the existing facilities.
- E. At least 48 hours prior to commencement of a demolition or removal, the Contractor shall notify the Engineer in writing of his proposed schedule therefore. No removals shall be started until it is acceptable to the Engineer.

1.04 DUST CONTROL: The Contractor shall use temporary enclosures and other suitable methods to limit the amount of dust and dirt rising and scattering in the air to the lowest practical level.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.01 GENERAL

CLEANUP: The Contractor shall remove from the project site all debris resulting from the demolition and removal operations as it accumulates. Upon completion of the demolition work, all materials, equipment, waste and debris of every sort shall be removed and the premises shall be left clean, neat and orderly.

END OF SECTION

TECHNICAL SPECIFICATIONS – PART 5

CONCRETE WORK

PART 1.00-GENERAL

1.01 WORK INCLUDED

A. The extent of the concrete repair work shown on the drawings. It also includes any additional repair work due to any damage of removal of existing joints and surface preparation. The area that requires concrete repair work must be a minimum of 2” wide by 2” deep. The bridge will be beveled per manufacturer recommendations and all areas that are spalled shall be cleaned out. That spalled area will either be filled in by the joint material, depending on the size and manufacturer recommendation, or be cut out in a 1ft wide x 2” deep section for concrete repair. All areas will have the edges clean, sandblasted, and beveled per joint manufacturer’s recommendation and be included in the joint item. When the condition of a certain location is unclear, the ENGINEER will determine the appropriate method of repair.

1.02 RELATED WORK

- A. SUBMITTALS: Technical Specifications – Part 1
- B. PRODUCT SUBSTITUTIONS: Technical Specifications – Part 1

1.03 QUALITY ASSURANCE

A. Reference Standards: Comply with provisions of the following, unless otherwise indicated or specified.

1. American Association of State Highway and Transportation Officials (AASHTO)
2. Florida Department of Transportation (FDOT)

1.04 SUBMITTALS

- A. Product Data: Submit product data for proprietary materials and items, including Reinforcement and forming accessories, admixtures, patching compounds, joint Systems, curing compounds, cementitious waterproofing, and others requested by the Department and City.
- B. Material Certificates: It is preferable to provide copies of materials certificates in lieu of materials laboratory test reports when permitted by the Department. Material certificates shall be signed by manufacturer and Contractor, certifying that each material item complies with, or exceeds, specified requirements.

PART 2.00-PRODUCTS

2.01 CONCRETE MATERIALS

A. General: The material used in the concrete must be certified from the source and shall conform to the requirements of Division III of the current edition of the FDOT Standard Specifications:

1. Bridge Deck Joints: Section 458

B. Materials: Provide elastomeric concrete that is self leveling, three component, modified elastomeric compound with specially blended aggregates to repair bridge decks.

Provide materials that comply with the following minimum requirements at either 7 days or at the end of the specified curing time.

ELASTOMERIC CONCRETE PROPERTIES	TEST METHOD	MINIMUM REQUIREMENT
Compressive Strength, psi	ASTM D695 (mod B)	2100
Resilience @ 5% deflection	ASTM D695	90%
Tensile Strength, psi	ASTM D638	775
Elongation	ASTM D638	110%-175%
Shore D Hardness	ASTM D2240	59 avg
Water Absorption	ASTM D570	<1%
Slant Shear Bond Strength: psi		
Concrete		250
Steel		250

In addition to the requirements above, provide elastomeric concrete that is resistant to water absorption, is resistant to chemical, UV, and ozone exposure, and is capable of withstanding temperature extremes.

Furnish a Manufacturer's certification verifying that the materials satisfy the above requirements. Provide samples of elastomeric concrete, if requested, to independently verify conformance to the above requirements.

Provide material in packages clearly marked by the Manufacturer with the following information:

- Manufacturer's name and address
- Product Name
- Date of Manufacture
- Expiration Date
- Batch Number
- Mixing Instructions
- Storage and Handling Requirements
- Material Safety Data Sheets

The recommended product is E Crete No. 57 by Canadian Construction Products or FDOT approved equal.

PART 3.00-EXECUTION

3.01 STORAGE

Prior to beginning construction, deliver sufficient materials to the job-site to complete the construction as indicated on the plans. Store materials delivered to the job-site in the original unopened containers with the appropriate facility of maintaining storage conditions consistent with the Manufacturer.

3.02 INSTALLATION

Provide a Manufacturer's representative on the job-site during the first installation of the elastomeric concrete to insure that all aspects of the installation is in compliance with the Manufacturer's requirements. The representative shall advise the CITY and the CONTRACTOR on the proper installation method. Do not proceed with installation until the weather conditions meet the requirements of the Manufacturer.

Clean and dry the bonding surfaces and prepare joint surfaces according to the manufacturer's instructions. Existing concrete should be cleaned of all oils, grease dirt, waxes, existing coatings, curing compounds, heavy laitance and sharp edges. Sandblasting with medium grit sand is the preferred method of surface preparation or the Manufacturer's recommended surface preparation. The surface should be prepared as to add a new profile to the concrete.

Prepare and apply a primer to areas specified by Manufacturer and in accordance with Manufacturer's instructions. Mix and place the elastomeric concrete, in accordance with the Manufacturer's instructions, into the prepared area on the deck next to the expansion joint.

3.03 EQUIPMENT

Use equipment recommended by the product Manufacturer and approved by the City.

3.04 WARRANTY

Provide a manufacturer's warranty that the elastomeric concrete will not delaminate, debond, rut or otherwise fail to perform for two (2) years. Acts of God, or failures adjacent to the installation would not be included. The manufacturer will replace or repair the installation using specification materials.

The warranty period will start on the date the City accepts the work and authorizes final payment.

The Warranty shall recite that the manufacturer through the Contractor is required to repair or replace, at the discretion of the City, all elastomeric concrete failures during

the warranty period at no additional cost to the CITY. The repairs shall be made within six (6) months of the CITY's written request.

END OF SECTION

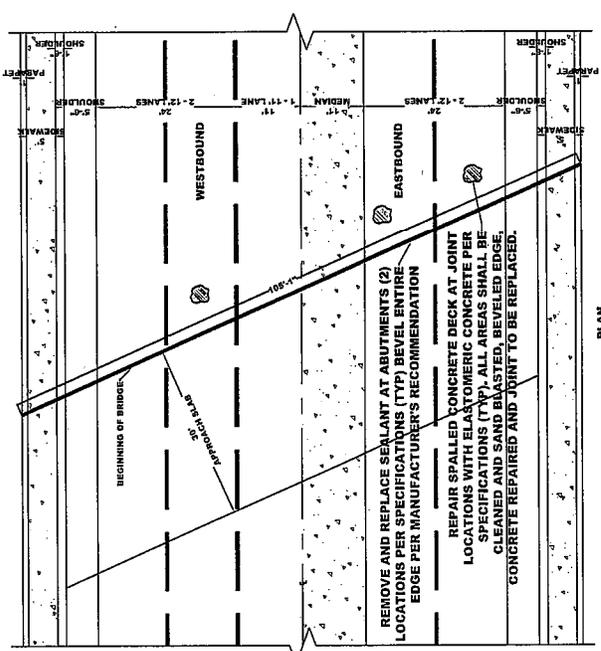
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PROJECT NO.	
DATE	
BY	
CHECKED	
APPROVED	
SCALE	
SHEET NO.	

UTILITY SYSTEMS DEPARTMENT
 900 S.E. OGDEN LANE
 PORT ST. LUCIE, FL 34983
 PHONE (772) 873-6400 FAX (772) 873-6433

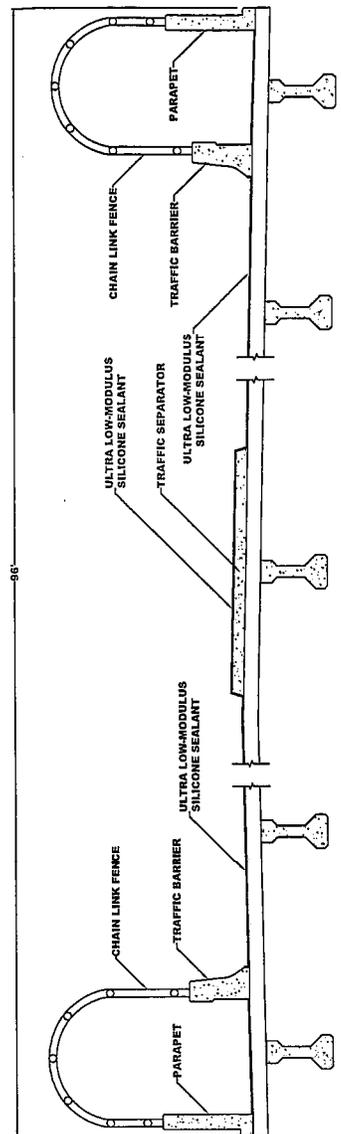
BRIDGE NUMBER 941001
 BECKER ROAD OVER FLORIDA'S TURNPIKE
 JOINT REPAIR
 ATTACHMENT "B"

SHEET
 01

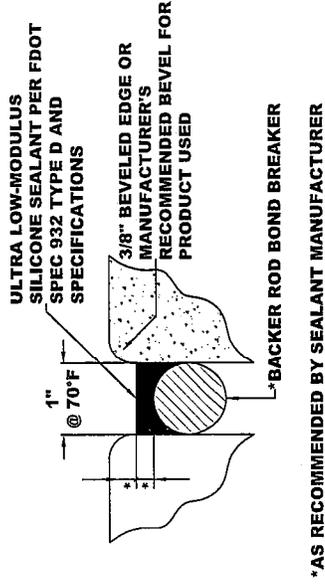


REMOVE AND REPLACE SEALANT AT ABUTMENTS (2) LOCATIONS PER SPECIFICATIONS (TYP) BEVEL ENTIRE EDGE PER MANUFACTURER'S RECOMMENDATION

REPAIR SPALLED CONCRETE DECK AT JOINT LOCATIONS WITH ELASTOMERIC CONCRETE PER SPECIFICATIONS (TYP). ALL AREAS SHALL BE CLEANED AND SAND BASTED, BEVELED EDGE. CONCRETE REPAIRED AND JOINT TO BE REPLACED.

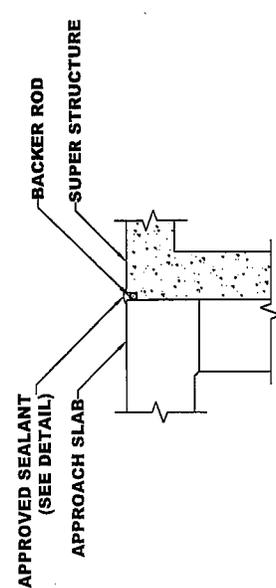


TYPICAL SECTION



SEALANT JOINT DETAIL

*AS RECOMMENDED BY SEALANT MANUFACTURER



END BENT JOINT DETAIL

E-Bid #20110095
 ATTACHMENT B

E-BID REPLY EXCEL SPREADSHEET
E-BID #20110095
CITY OF PORT ST. LUCIE
BRIDGE DECK & JOINT REHABILITATION FOR
BECKER ROAD OVER FLORIDA'S TUENPIKE - BRIDGE #941001
AND PORT ST. LUCIE BLVD. OVER C-24 CANAL - BRIDGE #945272

COMPANY NAME: _____

*Base Bid to include both Bridges - all joints on Becker, only abutment joints on PSL Blvd. - no asphalt repair.

Line Item	Pay Item	Description	Unit of Measure	Quantity	Unit Price	Total
1	101-1	Mobilization	LS	1		\$ -
2	102-1	Maintenance of Traffic	LS	1		\$ -
3	400-32	Concrete for Joint Repair	CF	10		\$ -
4	458-1-21	Bridge Deck Expansion Joint with Backer Rod	LF	212.2		\$ -
5	458-1-26	Bridge Deck Expansion Joint, Rehabilitation, Other	LF	216.2		\$ -
6		Indemnification Fee	LS	1	\$ 10.00	\$ 10.00
		TOTAL AMOUNT				\$ 10.00
		<i>(The award will be based on the Base Bid)</i>				
**Options to include asphalt repair, if fund allow.						
#1	458-1-26	Bridge Deck Expansion Joint, Rehabilitation, Other - Hot Pour	LF	216.2		\$ -
#2	327-70-5	Milling Existing Asphalt Pavement - 2" Avg.	SY	68		\$ -
#3	334-1-13	Superpave Asphalt Concrete - Traffic C	TN	0.283		\$ -

AGENDA

**Pre-Bid Conference
E-Bid #20110095
Bridge Deck & Joint Rehabilitation
For Becker Rd. over Florida's Turnpike
& Port St. Lucie Blvd. over C-24 Canal
August 4, 2011 at 2:00 pm**

This meeting is being recorded. During the question & answer period please clearly state your name and firm you are associated with before asking your questions. Thank you.

1. Sign-In Sheet
2. Introduction of key personnel
3. **Reminder:** Bid opening date is August 17, 2011 at 3:00 pm.

All Bids are to be submitted electronically. No hard copies will be accepted.

No Bid will be accepted after that date and time.

4. Review of Specifications requirements:
 - 5% Bid bond is required. This is to be scanned and uploaded and submitted with the required documents. Immediately after the opening, the Bid Bond is to be mailed to the City. If the **original** Bid Bond is not received within 3 days after the opening, the bid will be null & void.
 - Last date for questions is August 10, 2011. All questions must be submitted in writing to Robyn Holder at rholder@cityofpsl.com.
 - Refer to Section 1.9 on Page 7 of 43 for the e-bid submittal requirements.

The bid reply is an electronic spread sheet that is already formatted with formulas. Please submit on the electronic bid sheet only. Hand written sheets should not be submitted.

An Addendum will be issued after this meeting with all the questions and comments listed.

5. Turn over to: Larry Nadeau from the Engineering/Public Works Department.
6. Additional questions from Prospective Bidders.
7. Adjourn

Pre-Bid Conference
E-BID #20110095

Bridge Deck & Joint Rehabilitation for Becker Rd. over Florida's Turnpike
& Port St. Lucie Blvd. over C-24 Canal
August 4, 2011 @ 2:00 pm

1.	Name (Please PRINT legibly)	Company Name	E-Mail Address	Telephone # & FAX #
1.	Robyn Holder	City of PSL - CMB	Rholder@cityofpsl.com	T 344-4293 F 871-7339
2.	HEATH NOSS	CONE & GRAHAM	hnoss@conegraham.com	T 813-918-4134 F
3.	ANDY SHEPARD	FLORIDA CONSTRUCTION	ASHEPARD@FLORIDA CONSTRUCTION.COM	T 772-286-5123 F 772-286-5129
4.	JEFF ESTEP	ESTEP CONSTRUCTION, INC.	jeff@estepconstruction.com	T 407-325-5998 F 407-884-6909
5.	BILL WADSWORTH	ROADSHOT CONCRETE	billm@roadshotconcrete.com	T 256-764-5941 F 256-764-5946
6.	Steve Tungjohán	City of PSL Eng	stungjohán@cityofpsl.com	T 772-871-7640 F
7.	KAREY WADSWORTH	City of PSL	kwadswor@cityofpsl.com	T 772-871-5704 F

Pre-Bid Conference
E-BID #20110095

Bridge Deck & Joint Rehabilitation for Becker Rd. over Florida's Turnpike
& Port St. Lucie Blvd. over C-24 Canal
August 4, 2011 @ 2:00 pm

	Name (Please PRINT legibly)	Company Name	E-Mail Address	Telephone # & FAX #
8.	Denise Burton	City of PS USD	dburton@cityofps.com	T 772-807-4414 F
9.	Gina Jolly	City of PSL DWB		T 772-871-5223 F
10.				T F
11.				T F
12.				T F

Addendum #1
20110095 Pre-Bid Meeting Notes
Bridge Deck & Joint Rehabilitation
For Becker Rd. over Florida's Turnpike
& Port St. Lucie Blvd. over C-24 Canal
August 4, 2011 at 2:00 pm

This meeting is being recorded. During the question & answer period please clearly state your name and firm you are associated with before asking your questions. Thank you.

1. Sign-In Sheet
2. Introduction of key personnel
3. **Reminder**: Bid opening date is August 17, 2011 at 3:00 pm.

All Bids are to be submitted electronically. No hard copies will be accepted.

No Bid will be accepted after that date and time.

4. Review of Specifications requirements:
 - 5% Bid bond is required. This is to be scanned and uploaded and submitted with the required documents. Immediately after the opening, the Bid Bond is to be mailed to the City. If the **original** Bid Bond is not received within 3 days after the opening, the bid will be null & void.
 - Last date for questions is August 10, 2011. All questions must be submitted in writing to Robyn Holder at rholder@cityofpsl.com.
 - Refer to Section 1.9 on Page 7 of 43 for the e-bid submittal requirements.

The bid reply is an electronic spread sheet that is already formatted with formulas. Please submit on the electronic bid sheet only. Hand written sheets should not be submitted.

An Addendum will be issued after this meeting with all the questions and comments listed.

5. Turn over to: Larry Nadeau from the Engineering/Public Works Department.

Please make note of Section 3.3 - Suspension of work. The dates listed will be dates that the City will not allow transpire. The City will have an Engineer on hand as the CEI as listed in Section 3.4, to inspect all work done and materials furnished. There is private property that you will need to be aware of. South Florida Water Management District owns property around the C-24 Canal so if you need access to make the necessary repairs, you will need to get their permission. The Becker Road Bridge does not have these issues; the City owns all of the right-of-way.

The Maintenance of Traffic (MOT) allows for 2 lanes to be closed at night between 7:00 pm and 5:00 am. Night work may require a Noise Permit that may be obtained from the Port St. Lucie Police Department at no cost to the Contractor.

The Contract time is 60 calendar days. Retainage will be deducted from each pay request in the amount of ten percent (10%). However, if you accept Visa as the form of payment, Retainage may be negotiated.

A two (2) year manufacturer warranty being required from the vendor of the joint as well as the contractor for his product.

DOT recommended products are:

Becker: RC joint
PSL Blvd.: Hot poured
PSL Blvd. adding 10 linear ft. for sidewalk (hot pour)

Q: Does page 39 Option B only applies to PSL Blvd?

A: The bid tab has been modified to clarify. See Addendum #1A

Q: On PSL Blvd are there only 2 abutment joints that need done?

A: On the 5 span bridge, just the abutment ones needs to be redone. The intermediate bent joints are in good condition and do not require replacement at this time. The east side of the bridge has been repaved under another contract. The west side of the bridge will be the location of Option C should we decide to proceed with it. There is a substantial size deck repair on PSL Blvd. that is what the 10 cubic feet is for. The 10 cubic feet also includes all anticipated deck repair on both structures.

Q: Do you have deck repair on both bridges?

A: Yes.

Q: Have these been sounded so they are evident if we go look at the bridge?

A: Yes you will see it. There may be additional locations that become evident when the existing joint is removed that needs to be repaired. That repair will fall into the "Concrete for Joint Repair" item.

Q: They show asphalt repair on PSL Blvd, what line item do we put that under?

A: that is the option B. The Bid Reply form has been modified. See Addendum #1A

Q: In 1.06 - Dust control: In the bid it says no sandblasting?

A: Yes, you will have to sandblast it. You will have to keep the dust confined.

Q: Can you clarify confined?

A: Confined as a screen put up to protect the dust from the traffic/public.

Q: 2nd page of the bid packet, describe mail response?

A: That does not apply as this is an electronic bid. Please disregard.

Q: Do you know of any permits required for this work?

A: A Noise permit if working at night. We will need a ROW permit from SFWMD which the City will obtain.

Q: Page 36 Section 1.03 it says under MOT you are required to have a signed and sealed drawing from an Engineer?

A: We want the MOT Plan to be prepared by a certified advanced MOT person. They do not have to be an Engineer. If you set up your own MOT, the person on site must be certified

Q: For the joint seal on PSL Blvd. repair small concrete deck at joint locations is that part of the 10 cubic feet or is that part of the joint repair?

A: It is going to be paid for as part of line item for deck repair. We will be paying for concrete quantities as actual quantities.

Q: Are you performing the inspection as in-house or CEI

A: No, the City has contracted with The Corradino Group for the CEI work.

Q: IS there any additional cost for working nights i.e. inspectors etc. (page 19)?

A: No and they have a copy of the bid package so they have seen this.

Q: What was the reason for the hot pour on PSL Bridge?

A: The existing joint is too small to fit the RSC joint per the manufacturer's recommendation.

Corrections:

Section 4.3 on page 14 of 43 is replaced with the following:

4.3 Payment & Performance Bonds - The selected Bidder shall furnish an acceptable Performance and Payment Bond, if required, complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of 100% of the Contract price. The City will execute the Contract, however it is agreed and understood that the City will not be bound unless and until it has been duly authorized by the City Council and has been executed by the City Manager. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force a minimum of one (1) year after the work required has been completed and final acceptance by the City. A Maintenance Bond will be required for one (1) additional year.

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the selected Bidder shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended. The City, by and through its Risk Management Department, reserves the right, but not the obligation, to review and reject any insurer providing coverage.

The failure on the part of the selected Bidder to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation may be cause for the annulment of the award.

NOTE: The bid opening date has not been changed.

Instructions to Bidder:

Each bidder must acknowledge receipt of any addenda on the Bid Reply Sheet in order to have his/her bid or proposal to be accepted.

ADDENDUM #1A - AUGUST 9, 2011
"REVISED" E-BID REPLY EXCEL SPREADSHEET
E-BID #20110095
CITY OF PORT ST. LUCIE
BRIDGE DECK & JOINT REHABILITATION FOR
BECKER ROAD OVER FLORIDA'S TUNNEL PIKE - BRIDGE #941001
AND PORT ST. LUCIE BLVD. OVER C-24 CANAL - BRIDGE #945272

Company Name: _____

Option A - Becker Road Bridge Joint Repair

Line Item	Pay Item	Description	Unit of Measure	Quantity	Unit Price	Total
1	101-1	Mobilization	LS	1		\$ -
2	102-1	Maintenance of Traffic	LS	1		\$ -
3	400-32	Concrete for Joint Repair	CF	10		\$ -
4	458-1-21	Bridge Deck Expansion Joint, Rehabilitation Poured Joint with Backer Rod - Dow 902 RCS	LF	212.2		\$ -
5		Indemnification Fee	LS	1	\$ 10.00	\$ 10.00
SUB-TOTAL						\$ 10.00

Option B - PSL Blvd. Bridge Abutment Joint Repair

Line Item	Pay Item	Description	Unit of Measure	Quantity	Unit Price	Total
1	101-1	Mobilization	LS	1		\$ -
2	102-1	Maintenance of Traffic	LS	1		\$ -
3	400-32	Concrete for Joint Repair	CF	10		\$ -
4	458-1-26	Bridge Deck Expansion Joint, Rehabilitation Other - Hot Pour	LF	216.2		\$ -
SUB-TOTAL						\$ -
GRAND TOTAL						\$ 10.00

Award will be based on Options A & B

Option C - Optional PSL Blvd. Asphalt Repair (if funds are available)

Line Item	Pay Item	Description	Unit of Measure	Quantity	Unit Price	Total
1	101-1	Mobilization of Asphalt Items Only	LS	1		\$ -
2	102-1	Maintenance of Traffic	LS	1		\$ -
3	327-70-5	Milling Existing Asphalt Pavement - 2" Average	SY	68		\$ -
4	334-1-13	Superpave Asphalt Concrete - Traffic	TN	0.283		\$ -

Addendum #2 – August 9, 2011

“REVISED” Technical Specifications – Part 3

Summary of Work

PART 1.00-GENERAL

1.01 WORK COVERED UNDER CONTRACT DOCUMENTS

A. The Work specified in this Section consists of, but is not limited to, the furnishing of all labor, material and equipment necessary to replace the deck joints on the Becker Road Bridge over the Florida’s Turnpike, Bridge # 941001 (Option A) and the Port St Lucie Bridge over C-24 Canal, Bridge # 945272(Option B). The work shall also include the milling and resurfacing a section of pavement on Port St Lucie Boulevard (Option C). This work includes the removal of the old expansion joint material, repair of the damaged concrete bridge deck, surface preparation of the joint area, and replacement of the joints across the bridge deck in accordance with the contract documents. Maintenance of Traffic must be maintained during this operation.

1.02 **MEASUREMENT AND PAYMENT:** The Measurement and Payment for the various items shall be in accordance with the following requirements:

Payment shall be made at the Unit Prices or Lump Sum Prices as depicted in the Schedule of Contract Prices, and as outlined hereafter. These prices shall be full compensation for all costs associated with completion of all work in full conformity with the requirements as stated or shown, or both, by the Contract Documents. The cost of any item(s) of work which is not covered by a definite Unit Price or Lump Sum Price shall be included in the Unit Price or Lump Sum Price to which the item(s) is most applicable.

Error in Lump Sum Quantity. Where the CITY designates the pay quantity for an item to be a lump sum and the plans show an estimated quantity, the CITY will adjust the lump sum compensation only in the event that either the CONTRACTOR submits satisfactory evidence or the CITY determines and furnishes satisfactory evidence that the lump sum quantity shown is in substantial error as defined in FDOT Standard Specification 9-3.2.1.

Authorized Changes in Work. Where the CITY designates the pay quantity for an item to be a lump sum and the plans show an estimated quantity, the CITY will adjust compensation for that item proportionately when an authorized plan change is made, which results in an increase or decrease in the quantity of that item. When the plans do not show an estimated plan quantity or the applicable specifications do not provide adjustments for contingencies, the CITY will compensate for any authorized plan change resulting in an increase or decrease in the cost of acceptably completing the item by establishing a new unit price through a supplemental agreement as provided in FDOT Standard Specifications 4-3.2 subsequent to City Council approval of amounts exceeding \$25,000.00.

Deviation from Plan Dimensions. If the CONTRACTOR fails to construct any item to plan or to authorized dimensions within the specified tolerances, the ENGINEER, at his discretion will: require the CONTRACTOR to reconstruct the work to acceptable tolerances at no additional cost to the CITY; accept the work and provide the CONTRACTOR no pay; or accept the work and provide the CONTRACTOR a reduced final pay quantify or reduced unit price. The CITY will not make reductions to final pay quantifies for those items designated to be paid on the basis of original plan quantity or a lump sum quantity under the provisions of this Paragraph unless such reduction results in an aggregate monetary change per item of more than \$100, except that for earthwork items, the aggregate change must be more than \$100, except that for earthwork items, the aggregate change must exceed \$5,000 or 5% of the original plan quantity, whichever is smaller.

If, in the opinion of the ENGINEER, the CONTRACTOR has made a deliberate attempt to take advantage of the construction tolerances as defined in FDOT Standard Specification 120-11.1 to increase borrow excavation in fill sections or to decrease the required volume of roadway measurements and will apply reductions in pay quantities. The CITY will not use the construction tolerance, as defined in FDOT Standard Specification 120-11.1, as a pay tolerance. The construction tolerance is not to be construed as defining a revised authorized template.

END OF SECTION