

PORT ST. LUCIE CITY COUNCIL  
AGENDA ITEM REQUEST

RECEIVED

JUL 08 2012

City Manager's Office

Meeting Date: July 9, 2012

Public Hearing \_\_\_\_\_ Ordinance \_\_\_\_\_ Resolution \_\_\_\_\_ Motion X  
Advertised May 17, 2012

COUNCIL ITEM 13K  
DATE 7/9/12

Item: 20120050 Construct Sidewalk on Marion Avenue between Bayshore Blvd. and Curtis Street

Recommended Action:

1) Approval to enter into a Unit Price Contract with Melvin Bush Construction, Inc. for the total price of \$410,034.62 which includes \$10.00 for indemnification for the construction of the sidewalk on Marion Avenue between Bayshore Blvd. and Curtis Street. The project will be completed in 150 calendar days.

1) Vendor/Contractor has indicated that they do have a Drug-Free Workplace Program in place.

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

Copies of the Bid tabulation Report, Specifications, and the submitted Bid Reply Sheet.

NOTE: Offers from vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

Summary Explanation/Background Information: This project is to construct approximately one mile of five-foot wide concrete sidewalk on the south side of Marion Avenue from Bayshore Boulevard east to connect to the existing sidewalk at Curtis Street. The project includes, but is not limited to earthwork, clearing and grubbing, drainage modifications, swale relocation, driveway culvert replacement, replacement of driveways, utility relocations, record drawings, and all work and materials needed to provide a completed project as shown and described in the bid specifications and contract documents. The bid was advertised on May 17, 2012 to 1,479 suppliers with a result of 41 plan holders. Four (4) bids were received with Melvin Bush Construction, Inc. as the lowest, responsive, responsible bidder. This sidewalk project is funded by the Florida Department of Transportation Local Agency Program.

Purchase is not a replacement

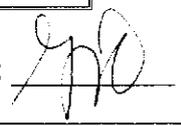
Purchase is budgeted.

Total Contract Price is \$410,034.62

Department requests expenditure from the following:

Fund	304	R & B CIP
Cost Center	4105	Road & Street
Object Code	563000	Imp other than Buildings
Project	Y1120	Marion Ave. Sidewalk

Director of OMB concurs with award: 

City Manager concurs with award: 

Department requests \_\_\_\_\_ minutes to make a presentation.

Submitted by: *Patricia Roebeling*

Title: City Engineer

Date Submitted: 7/2/12



"A City for All Ages"

# CITY OF PORT ST. LUCIE

Engineering Department

Accredited Agency – American Public Works Association

## MEMORANDUM

To: Cheryl Shanaberger – Assistant Director of OMB  
Thru: Patricia Roebing, P.E. – City Engineer  
From: Roxanne M. Chesser, P.E. – Civil Engineer   
Date: July 2, 2012  
Re: Contract #20120050  
Construction of Marion Avenue Sidewalk

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The City received bids to construct Marion Avenue sidewalk extending approximately one mile from Bayshore Boulevard to east of Curtis Street. The Engineering Department has no objection to OMB's recommendation to use the apparent low bidder for the work, Melvin Bush Construction, Inc.

The highlights of the contract include the following:

- The Contractor shall construct approximately one mile of five-foot wide concrete sidewalk on the south side of Marion Avenue
- Contract period shall start August 1, 2012, and terminate December 28, 2012 or 150 calendar days.
- The contract amount for the work outlined in the Contract is \$410,034.62.

The cost of this work is funded through account number 304-4105-563000-Y1120. The amount of this contract, in total, is reimbursed through a FDOT LAP grant. Please review the attached information and prepare for presentation at the July 9, 2012 City Council Meeting. Please let me know if I may be of further assistance in this matter.

RC/  
enclosure

c: Gregory J. Oravec – City Manager  
Jesus Merejo, Utility Systems Director  
James Angstadt, P.E. – Acting Assistant City Engineer  
Edith Majewski – Project Coordinator  
Sue Walsh – Office Manager

S:\projects\Sidewalks\LAP Sidewalks\425714-1 Marion Avenue - Bayshore Blvd to Curtis Street\MEM to OMB regarding selection of Contractor.doc

Bid Tab #20120050 Construction of Marion Sidewalk

#	Spec	DESCRIPTION	UNIT	Qty	Guettler Unit Price	Total	Mancil Total	Melvin B Total	West Total
1	NUMBER	DESCRIPTION							
2	101-1A	MOBILIZATION	LS	1.00	\$20,000.00	\$20,000.00	\$22,500.00	\$8,000.00	\$2,667.96
3	101-1B	PRE-CONSTRUCTION VIDEO	LS	1.00	\$640.00	\$640.00	\$250.00	\$660.00	\$690.00
4	102-1	MAINTENANCE OF TRAFFIC	LS	1.00	\$45,000.00	\$45,000.00	\$7,500.00	\$13,500.00	\$7,680.00
5	102-1A	MAINTENANCE OF EXISTING DRAINAGE	LS	1.00	\$23,900.00	\$23,900.00	\$5,000.00	\$2,000.00	\$1,014.00
6	104-10-3	SEDIMENT BARRIER	LF	4339.00	\$1.00	\$4,339.00	\$1.50	\$6,508.50	\$1.20
7	104-11	FLOATING TURBIDITY BARRIER	LF	210.00	\$12.25	\$2,572.50	\$10.00	\$2,100.00	\$8.70
8	104-15	SOIL TRACKING DEVICE	EA	1.00	\$2,150.00	\$2,150.00	\$1,000.00	\$1,000.00	\$6,912.00
9	108-1	CONSTRUCTION LAYOUT/RECORD DRAWINGS	LS	1.00	\$18,500.00	\$18,500.00	\$15,000.00	\$18,260.00	\$21,804.00
10	110-1-1	CLEARING AND GRUBBING	LS	1.00	\$26,300.00	\$26,300.00	\$15,000.00	\$31,532.00	\$3,600.00
11	110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	673.10	\$22.00	\$14,808.20	\$9.00	\$6,057.90	\$5.34
12	110-7	MALIBOX (RELOCATE)	EA	6.00	\$200.00	\$1,200.00	\$50.00	\$300.00	\$42.00
13	120-1	REGULAR EXCAVATION	CY	361.50	\$60.00	\$21,690.00	\$5.00	\$1,807.50	\$4.56
14	120-6	EMBANKMENT	CY	1311.30	\$30.00	\$39,339.00	\$12.00	\$15,735.60	\$38.16
15	286-1	TURNOUT CONSTRUCTION (6" CONCRETE DRIVEWAYS)	SY	653.50	\$30.00	\$19,605.00	\$30.00	\$19,605.00	\$41.62
16	400-0-1	CLASS NS CONCRETE (RETAINING WALL)	CY	28.40	\$550.00	\$15,620.00	\$575.00	\$16,330.00	\$475.96
17	425-1-0	YARD DRAIN	EA	1.00	\$1,010.00	\$1,010.00	\$1,226.50	\$154.05	\$947.52
18	425-1-521	INLETS, DITCH BOTTOM, TYPE C, < 10'	EA	1.00	\$2,310.00	\$2,310.00	\$2,425.50	\$2,036.75	\$1,545.49
19	425-1-551	INLETS, DITCH BOTTOM, TYPE E, < 10'	EA	1.00	\$3,420.00	\$3,420.00	\$2,662.00	\$1,360.25	\$2,105.17
20	425-1-559	INLETS, DITCH BOTTOM, TYPE E, (MODIFIED)	EA	1.00	\$3,610.00	\$3,610.00	\$5,241.50	\$3,860.00	\$2,246.50
21	425-1-589	INLETS, DITCH BOTTOM, TYPE H, < 10' (MODIFIED)	EA	1.00	\$6,850.00	\$6,850.00	\$8,772.50	\$7,382.25	\$3,437.23
22	425-1-607	INLETS, DITCH BOTTOM, TYPE J, < 10' (SPECIAL)	EA	1.00	\$7,600.00	\$7,600.00	\$4,553.00	\$3,527.75	\$4,521.74

Bid Tab #20120050 Construction of Marion Sidewalk

#	Spec	DESCRIPTION	UNIT	Qty	Guettler Unit Price	Total	Mancil Total	Melvin B Total	West Total			
1		DESCRIPTION										
23	425-2-71	MANHOLES, J-7, <10"	EA	3.00	\$9,060.00	\$27,180.00	\$8,497.50	\$25,492.50	\$5,493.60	\$16,480.80	\$6,525.07	\$19,575.1
24	425-11-	DRAINAGE STRUCTURE MODIFY	EA	3.00	\$860.00	\$2,580.00	\$1,771.00	\$5,313.00	\$1,218.75	\$3,656.25	\$1,962.41	\$5,887.1
25	430-174-104	PIPE CULVERT (OPTIONAL MATERIAL)(ROUND) (4" SD)	LF	97.00	\$8.00	\$776.00	\$11.50	\$1,115.50	\$6.00	\$582.00	\$12.32	\$1,195.6
26	430-174-115	PIPE CULVERT (OPTIONAL MATERIAL)(ROUND) (15" SD)	LF	24.00	\$26.00	\$624.00	\$37.29	\$894.96	\$23.40	\$561.60	\$27.54	\$660.9
27	430-174-118	PIPE CULVERT (OPTIONAL MATERIAL)(ROUND) (18" SD)	LF	40.00	\$33.00	\$1,320.00	\$43.00	\$1,720.00	\$29.45	\$1,178.00	\$41.23	\$1,649.1
28	430-174-215	PIPE CULVERT (OPTIONAL MATERIAL)(ELLIP) (15" SD)	LF	43.00	\$35.00	\$1,505.00	\$44.28	\$1,904.04	\$28.10	\$1,208.30	\$34.25	\$1,472.1
29	430-174-218	PIPE CULVERT (OPTIONAL MATERIAL)(ELLIP) (18" SD)	LF	1181.00	\$37.00	\$43,697.00	\$50.38	\$59,498.78	\$35.45	\$41,866.45	\$35.76	\$42,232.5
30	430-174-224	PIPE CULVERT (OPTIONAL MATERIAL)(ELLIP) (24" SD)	LF	150.00	\$60.00	\$9,000.00	\$63.47	\$9,520.50	\$51.30	\$7,695.00	\$51.18	\$7,677.0
31	430-174-230	PIPE CULVERT (OPTIONAL MATERIAL)(ELLIP) (30" SD)	LF	20.00	\$80.00	\$1,600.00	\$87.18	\$1,743.60	\$68.20	\$1,364.00	\$71.84	\$1,436.8
32	430-963-1	PVC PIPE FOR BACK OF SIDEWALK, 4"	LF	216.00	\$2.80	\$604.80	\$11.50	\$2,484.00	\$6.00	\$1,296.00	\$12.46	\$2,691.3
33	430-984-121	MITERED END SECTION (OPTIONAL ROUND) (15" SD)	EA	3.00	\$340.00	\$1,020.00	\$467.50	\$1,402.50	\$234.00	\$702.00	\$769.10	\$2,307.3
34	430-984-125	MITERED END SECTION (OPTIONAL ROUND) (18" SD)	EA	1.00	\$380.00	\$380.00	\$550.00	\$550.00	\$264.00	\$264.00	\$841.76	\$841.7
35	430-984-623	MITERED END SECTION (OPTIONAL ELLIP) (15" SD)	EA	1.00	\$400.00	\$400.00	\$522.50	\$522.50	\$276.00	\$276.00	\$771.08	\$771.0
36	430-984-625	MITERED END SECTION (OPTIONAL ELLIP) (18" SD)	EA	9.00	\$450.00	\$26,550.00	\$605.00	\$35,695.00	\$318.00	\$18,762.00	\$840.44	\$49,585.9
37	430-984-629	MITERED END SECTION (OPTIONAL ELLIP) (24" SD)	EA	3.00	\$570.00	\$1,710.00	\$797.50	\$2,392.50	\$487.00	\$1,461.00	\$1,162.60	\$3,487.8

Bid Tab #20120050 Construction of Marion Sidewalk

#	Spec	DESCRIPTION	UNIT	Qty	Guettler		Mancil		Melvin B		West	
					Unit Price	Total	Total	Total	Total	Total		
1	NUMBER	DESCRIPTION										
38	430-984-633	MITERED END SECTION (OPTIONAL ELLIP) (30" SD)	EA	1.00	\$710.00	\$710.00	\$1,034.00	\$1,034.00	\$618.00	\$618.00	\$1,381.38	\$1,381.38
39	455-1A	DEWATERING FOR CONSTRUCTION OPERATIONS	LS	1.00	\$25,700.00	\$25,700.00	\$6,479.00	\$6,479.00	\$5,000.00	\$5,000.00	\$5,610.00	\$5,610.00
40	514-72	LINER IMPERMEABLE PVC (SWALE LINER INSTALL ONLY)	LF	3102.10	\$3.45	\$10,702.25	\$3.00	\$9,306.30	\$10.00	\$31,021.00	\$2.40	\$7,445.00
41	515-1-2	ALUMINUM PEDESTRIAN RAILING	LF	513.00	\$90.00	\$46,170.00	\$17.50	\$8,977.50	\$41.80	\$21,443.40	\$51.60	\$26,470.80
42	522-1	CONCRETE SIDEWALK (4" THICK)	SY	2338.77	\$27.00	\$68,546.79	\$25.05	\$63,596.19	\$26.50	\$67,277.41	\$36.42	\$92,462.00
43	570-1-2	PERFORMANCE TURF SOD	SY	7883.00	\$1.75	\$13,795.25	\$1.55	\$12,218.65	\$2.80	\$22,072.40	\$2.59	\$20,416.90
44	700-20-40	SINGLE POST SIGN (RELOCATE)	EA	15.00	\$210.00	\$3,150.00	\$55.00	\$825.00	\$16.50	\$247.50	\$99.00	\$1,485.00
45	711-11-111	6" SOLID THERMOPLASTIC, STANDARD, WHITE	LF	1040.00	\$2.10	\$2,184.00	\$0.88	\$915.20	\$0.85	\$884.00	\$0.97	\$1,008.80
46	711-11-123	12" SOLID THERMOPLASTIC, STANDARD, WHITE	LF	1014.00	\$1.75	\$1,774.50	\$2.20	\$2,230.80	\$1.65	\$1,673.10	\$1.72	\$1,744.00
47	711-11-125	24" SOLID THERMOPLASTIC, STANDARD, WHITE	LF	156.00	\$5.75	\$897.00	\$4.95	\$772.20	\$3.16	\$492.96	\$3.96	\$617.50
48	711-11-211	TERMOPLASTIC, STANDARD, YELLOW, 6" SOLID	LF	208.00	\$3.50	\$728.00	\$0.88	\$183.04	\$0.85	\$176.80	\$0.97	\$201.70
49	1000-1	UTILITY COORDINATION	LS	1.00	\$5,700.00	\$5,700.00	\$2,585.00	\$2,585.00	\$2,000.00	\$2,000.00	\$1,980.00	\$1,980.00
50	1080-15C	UTILITY FIXTURE, ADJUST/MODIFY (WATER METER)	EA	10.00	\$350.00	\$3,500.00	\$319.00	\$3,190.00	\$105.00	\$1,050.00	\$627.00	\$6,270.00
51		Indemnification	LS	1.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
		<b>Total</b>				\$582,978.29	\$422,147.76	\$410,034.62	\$471,030.50			
							No	Yes	No	Yes	No	Yes
							CD					
							Drug F					
							Pricing Add					
							Ins					
							Licenses					

Bid Tab #20120050 Construction of Marion Sidewalk

#	Spec	UNIT	Qty	Guettler	Total	Mancil	Total	Melvin B	Total	West	Total
1	NUMBER	DESCRIPTION									
			CQ		1		1		1		
			Forms		1		1		1		
			Ref		1		1		1		
			Bond		1		1		1		
			CC		1		1		1		1
			days			180		150			244

CITY OF PORT ST. LUCIE  
OFFICE OF MANAGEMENT & BUDGET  
BID OPENING LOG

BID # 201200050  
OPENED: June 18, 2012  
TIME: 3:00 p.m.

BID TITLE: Marion Avenue Sidewalk Project

~~18 JUN PM 2:57 37s~~  
RECEIVED

Melvin  
Bush

\$ 410,034.62

18 JUN PM 2:37 57s

20120050

~~RECEIVED~~  
RECEIVED

18 JUN PM 2:45 14s

West Construction

471,030.95

18 JUN PM 2:45 31s

Gutler Bros.

RECEIVED

\$ 582,978.29

18 JUN PM 2:45 49s

18 JUN PM 2:45 49s

RECEIVED  
RECEIVED

Mancil's Tractor

\$ 422,147.76

BID OPENING ATTENDANCE  
 SEALED BID-20120050  
 Construct sidewalk Marion  
 May 31, 2012 @ 10:00 A.M.

	Name (Please <u>PRINT</u> legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	Steve Bush	Melvin Bush Const.	Steve@MBC-Inc.com	T 772-336-0623 F 772-336-0458
2.	Craig M Stolley	JMW Construction Corp.	JMW@Florida.com	T 561-752-0480 F 561-752-0481
3.	Eric Majewski	City of PSC ENGINEERING	Emajewski@Cityofps.com	T 772-344-4291 F
4.	Cary Jones	CAPTEC ENGINEERING	gjones@gocaptec.com	T 772-215-0307 F
5.	Veronica Rodriguez	West Construction	mcuppp@westconstruction.net	T 561-588-2027 F 561-582-9419
6.				T
				F
7.				T
				F

BID OPENING ATTENDANCE  
 SEALED BID-20120050  
 Construct sidewalk Marion  
 June 18, 2012 @ 3:00 P.M.

	Name (Please <u>PRINT</u> legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	Ben Gvetter	Gvetter Bros. Const.	ben@gvetterconstruction.com	T 772-461-8347 F 772-461-8039
2.	Rick Martinez	West Const. Inc.	rmartinez@westconstructioninc.net	T 561-588-2027 F 561-582-9419
3.	Steve Bush	Melvin Bush Const.	Steve@MBC-Inc.com	T 772-336-0623 F 772-336-0788
4.	Scott Deegan	MARCUS	# ESTIMATING@MARCUS.COM	F 772-288-0983 F 772-288-0951
5.	Chief Sharaberg	City P&I		T
6.				F
7.				T
				F

**Bid  
Enclosed**

18 JUN PM 2:37 43s

RECEIVED

Melvin Bush Construction, Inc  
2748 SW Casella Street  
Port St. Lucie, FL 34953

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To: City of Port St. Lucie  
Office of Management & Budget  
121 SW Port St. Lucie Blvd  
Port St. Lucie, FL 34984

**Bid # 20120050**  
**Marion Avenue Sidewalk Project**

**Bid Date: 6/18/12**  
**Bid Time: 3:00 PM**

Revised #3 Bid Reply #20120050 Construction of Marion Sidewalk

Name MELVIN BUSH CONSTRUCTION, INC						
Item #	Spec		UNIT	Qty	Unit Price	Total
1	NUMBER	DESCRIPTION				
2	101-1A	MOBILIZATION	LS	1.00	\$8,000.00	\$8,000.00
3	101-1B	PRE-CONSTRUCTION VIDEO	LS	1.00	\$660.00	\$660.00
4	102-1	MAINTENANCE OF TRAFFIC	LS	1.00	\$13,500.00	\$13,500.00
5	102-1A	MAINTENANCE OF EXISTING DRAINAGE	LS	1.00	\$2,000.00	\$2,000.00
6	104-10-3	SEDIMENT BARRIER	LF	4339.00	\$1.25	\$5,423.75
7	104-11	FLOATING TURBIDITY BARRIER	LF	210.00	\$12.00	\$2,520.00
8	104-15	SOIL TRACKING DEVICE	EA	1.00	\$1,000.00	\$1,000.00
9	108-1	CONSTRUCTION LAYOUT/RECORD DRAWINGS	LS	1.00	\$18,260.00	\$18,260.00
10	110-1-1	CLEARING AND GRUBBING	LS	1.00	\$31,532.00	\$31,532.00
11	110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	673.10	\$10.00	\$6,731.00
12	110-7	MAILBOX (RELOCATE)	EA	6.00	\$50.00	\$300.00
13	120-1	REGULAR EXCAVATION	CY	361.50	\$7.00	\$2,530.50
14	120-6	EMBANKMENT	CY	1311.30	\$9.75	\$12,785.18
15	286-1	TURNOUT CONSTRUCTION (6" CONCRETE DRIVEWAYS)	SY	653.50	\$30.05	\$19,637.68
16	400-0-11	CLASS NS CONCRETE (RETAINING WALL)	CY	28.40	\$546.25	\$15,513.50
17	425-1-0	YARD DRAIN	EA	1.00	\$154.05	\$154.05
18	425-1-521	INLETS, DITCH BOTTOM, TYPE C, < 10'	EA	1.00	\$2,036.75	\$2,036.75
19	425-1-551	INLETS, DITCH BOTTOM, TYPE E, < 10'	EA	1.00	\$1,360.25	\$1,360.25
20	425-1-559	INLETS, DITCH BOTTOM, TYPE E, (MODIFIED)	EA	1.00	\$3,860.00	\$3,860.00
21	425-1-589	INLETS, DITCH BOTTOM, TYPE H, < 10' (MODIFIED)	EA	1.00	\$7,382.25	\$7,382.25
22	425-1-607	INLETS, DITCH BOTTOM, TYPE J, < 10 (SPECIAL)	EA	1.00	\$3,527.75	\$3,527.75
23	425-2-71	MANHOLES, J-7, <10'	EA	3.00	\$5,493.60	\$16,480.80
24	425-11-	DRAINAGE STRUCTURE MODIFY	EA	3.00	\$1,218.75	\$3,656.25
25	430-174-104	PIPE CULVERT (OPTIONAL MATERIAL)(ROUND) (4" SD)	LF	97.00	\$6.00	\$582.00
26	430-174-115	PIPE CULVERT (OPTIONAL MATERIAL)(ROUND) (15" SD)	LF	24.00	\$23.40	\$561.60
27	430-174-118	PIPE CULVERT (OPTIONAL MATERIAL)(ROUND) (18" SD)	LF	40.00	\$29.45	\$1,178.00
28	430-174-215	PIPE CULVERT (OPTIONAL MATERIAL)(ELLIP) (15" SD)	LF	43.00	\$28.10	\$1,208.30

Revised #3 Bid Reply #20120050 Construction of Marion Sidewalk

MELVIN BUSH CONSTRUCTION, INC

Item #	Spec	DESCRIPTION	UNIT	Qty	Unit Price	Total
1	NUMBER	DESCRIPTION				
29	430-174-218	PIPE CULVERT (OPTIONAL MATERIAL)(ELLIP) (18" SD)	LF	1181.00	\$35.45	\$41,866.45
30	430-174-224	PIPE CULVERT (OPTIONAL MATERIAL)(ELLIP) (24" SD)	LF	150.00	\$51.30	\$7,695.00
31	430-174-230	PIPE CULVERT (OPTIONAL MATERIAL)(ELLIP) (30" SD)	LF	20.00	\$68.20	\$1,364.00
32	430-963-1	PVC PIPE FOR BACK OF SIDEWALK, 4"	LF	216.00	\$6.00	\$1,296.00
33	430-984-121	MITERED END SECTION (OPTIONAL ROUND) (15" SD)	EA	3.00	\$234.00	\$702.00
34	430-984-125	MITERED END SECTION (OPTIONAL ROUND) (18" SD)	EA	1.00	\$264.00	\$264.00
35	430-984-623	MITERED END SECTION (OPTIONAL ELLIP) (15" SD)	EA	1.00	\$276.00	\$276.00
36	430-984-625	MITERED END SECTION (OPTIONAL ELLIP) (18" SD)	EA	59.00	\$318.00	\$18,762.00
37	430-984-629	MITERED END SECTION (OPTIONAL ELLIP) (24" SD)	EA	3.00	\$487.00	\$1,461.00
38	430-984-633	MITERED END SECTION (OPTIONAL ELLIP) (30" SD)	EA	1.00	\$618.00	\$618.00
39	455-1A	DEWATERING FOR CONSTRUCTION OPERATIONS	LS	1.00	\$5,000.00	\$5,000.00
40	514-72	LINER IMPERMEABLE PVC (SWALE LINER INSTALL ONLY)	LF	3102.10	\$10.00	\$31,021.00
41	515-1-2	ALUMINUM PEDESTRIAN RAILING	LF	513.00	\$41.80	\$21,443.40
42	522-1	CONCRETE SIDEWALK (4" THICK)	SY	2538.77	\$26.50	\$67,277.41
43	570-1-2	PERFORMANCE TURF, SOD	SY	7883.00	\$2.80	\$22,072.40
44	700-20-40	SINGLE POST SIGN (RELOCATE)	EA	15.00	\$16.50	\$247.50
45	711-11-111	THERMOPLASTIC, STANDARD, WHITE, 6" SOLID	LF	1040.00	\$0.85	\$884.00
46	711-11-123	THERMOPLASTIC, STANDARD, WHITE, 12" SOLID	LF	1014.00	\$1.65	\$1,673.10
47	711-11-125	THERMOPLASTIC, STANDARD, WHITE, 24" SOLID	LF	156.00	\$3.16	\$492.96
48	711-11-211	TERMOPLASTIC, STANDARD, YELLOW, 6" SOLID	LF	208.00	\$0.85	\$176.80
49	1000-1	UTILITY COORDINATION	LS	1.00	\$2,000.00	\$2,000.00
50	1080-15C	UTILITY FIXTURE, ADJUST/MODIFY (WATER METER)	EA	10.00	\$105.00	\$1,050.00
51		Indemification	LS	1.00	\$10.00	\$10.00
<b>Total</b>						<b>\$410,034.62</b>

**CHECKLIST  
BID # 20120050**

**Marion Avenue Sidewalk Project Local Agency Program (LAP) Funded**

Name of Bidder: MELVIN BUSH 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 Invitation to Bid in its entirety.

- Bid Reply Sheet with proper signature and notarized.
- Mailing envelope has been addressed to: City of Port St. Lucie  
Office of Management & Budget  
121 SW Port St. Lucie Boulevard, Suite 390  
Port St. Lucie, FL 34984
- Mailing envelope must be sealed and identified on the front with:
  - Bidders Name and Address
  - Bid Number
  - Bid Title
  - Bid Opening Date & Time
- Drug-Free Workplace Form
- All pricing on Excel Spreadsheet Schedule "A" has been mathematically reviewed - all price extensions and totals have been thoroughly checked. No PDF files please, Excel only.
- Each Bid Addendum (when issued) is acknowledged.
- Copy of Insurance Certificate in accordance with Bid Section 5.
- Copy or all required licenses and certification
- N/A MSDS in accordance with Specifications
- Contractor's Questionnaire with list of subcontractors.
- Required completed forms: Trench Safety Affidavit; Florida Trench Safety Compliance; Noncollusion Affidavit of Prime Bidder; Buy America Certificate of compliance; Certification Regarding Lobbying; Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; Contractor Verification Form; Substitution Sheet (if submitting), FDOT Forms ( Certification of Current Capacity (FDOT Form 375-020-22) and Status of Contracts on Hand (FDOT Form 375-020-21), E-Verify Form.
- Have reviewed the Contract and accept all City Terms and Conditions
- List of Projects
- Five (5) completed Reference Sheets returned with bid
- One (1) original and four (4) copies of required documents (**NO RINGED BINDERS**)  
Electronic copy of Schedule "A" on diskette or CD (Excel Format) as well as printed hardcopy.
- Bid Bond (5%)

**\*THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET\***

**Bid Reply Form**  
**MARION AVENUE SIDEWALK PROJECT**  
**Local Agency Program (LAP) FUNDED**  
**Sealed Bid # 20120050**

1. **COMPANY NAME:** MELVIN BUSH CONSTRUCTION, INC

DIVISION OF: \_\_\_\_\_

PHYSICAL ADDRESS: 2748 SW CASELLA STREET

MAILING ADDRESS: 2748 SW CASELLA STREET

CITY, STATE, ZIP CODE: PORT ST. LUCIE, FL 34953

TELEPHONE NUMBER: ( ) 772-336-0623 FAX NO. ( ) 772-336-0488

CONTACT PERSON: MELVIN BUSH E-MAIL: Melvinbushconstr@bellsouth.net

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

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

MELVIN BUSH  
 \_\_\_\_\_  
 President

JOHANNE BUSH  
 \_\_\_\_\_  
 Vice President

MELVIN BUSH  
 \_\_\_\_\_  
 Treasurer

How long in present business: 23-YRS How long at present location: 18-YRS

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	Addendum Number	Date Issued
1	5/18/12	4	6/06/12
2	5/21/12	5	6/08/12
3	6/02/12	6	6/13/12

REVISED BID REPLY / REVISED BID REPLY #2 / REVISED BID REPLY - #3

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.



Revised #3 Bid Reply #20120050 Construction of Marion Sidewalk

Name MELVIN BUSH CONSTRUCTION, INC						
Item #	Spec	DESCRIPTION	UNIT	Qty	Unit Price	Total
1	NUMBER	DESCRIPTION				
2	101-1A	MOBILIZATION	LS	1.00	\$8,000.00	\$8,000.00
3	101-1B	PRE-CONSTRUCTION VIDEO	LS	1.00	\$660.00	\$660.00
4	102-1	MAINTENANCE OF TRAFFIC	LS	1.00	\$13,500.00	\$13,500.00
5	102-1A	MAINTENANCE OF EXISTING DRAINAGE	LS	1.00	\$2,000.00	\$2,000.00
6	104-10-3	SEDIMENT BARRIER	LF	4339.00	\$1.25	\$5,423.75
7	104-11	FLOATING TURBIDITY BARRIER	LF	210.00	\$12.00	\$2,520.00
8	104-15	SOIL TRACKING DEVICE	EA	1.00	\$1,000.00	\$1,000.00
9	108-1	CONSTRUCTION LAYOUT/RECORD DRAWINGS	LS	1.00	\$18,260.00	\$18,260.00
10	110-1-1	CLEARING AND GRUBBING	LS	1.00	\$31,532.00	\$31,532.00
11	110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	673.10	\$10.00	\$6,731.00
12	110-7	MAILBOX (RELOCATE)	EA	6.00	\$50.00	\$300.00
13	120-1	REGULAR EXCAVATION	CY	361.50	\$7.00	\$2,530.50
14	120-6	EMBANKMENT	CY	1311.30	\$9.75	\$12,785.18
15	286-1	TURNOUT CONSTRUCTION (6" CONCRETE DRIVEWAYS)	SY	653.50	\$30.05	\$19,637.68
16	400-0-11	CLASS NS CONCRETE (RETAINING WALL)	CY	28.40	\$546.25	\$15,513.50
17	425-1-0	YARD DRAIN	EA	1.00	\$154.05	\$154.05
18	425-1-521	INLETS, DITCH BOTTOM, TYPE C, < 10'	EA	1.00	\$2,036.75	\$2,036.75
19	425-1-551	INLETS, DITCH BOTTOM, TYPE E, < 10'	EA	1.00	\$1,360.25	\$1,360.25
20	425-1-559	INLETS, DITCH BOTTOM, TYPE E, (MODIFIED)	EA	1.00	\$3,860.00	\$3,860.00
21	425-1-589	INLETS, DITCH BOTTOM, TYPE H, < 10' (MODIFIED)	EA	1.00	\$7,382.25	\$7,382.25
22	425-1-607	INLETS, DITCH BOTTOM, TYPE J, < 10 (SPECIAL)	EA	1.00	\$3,527.75	\$3,527.75
23	425-2-71	MANHOLES, J-7, <10'	EA	3.00	\$5,493.60	\$16,480.80
24	425-11-	DRAINAGE STRUCTURE MODIFY	EA	3.00	\$1,218.75	\$3,656.25
25	430-174-104	PIPE CULVERT (OPTIONAL MATERIAL)(ROUND) (4" SD)	LF	97.00	\$6.00	\$582.00
26	430-174-115	PIPE CULVERT (OPTIONAL MATERIAL)(ROUND) (15" SD)	LF	24.00	\$23.40	\$561.60
27	430-174-118	PIPE CULVERT (OPTIONAL MATERIAL)(ROUND) (18" SD)	LF	40.00	\$29.45	\$1,178.00
28	430-174-215	PIPE CULVERT (OPTIONAL MATERIAL)(ELLIP) (15" SD)	LF	43.00	\$28.10	\$1,208.30

Revised #3 Bid Reply #20120050 Construction of Marion Sidewalk

MELVIN BUSH CONSTRUCTION, INC

Item #	Spec	DESCRIPTION	UNIT	Qty	Unit Price	Total
1	NUMBER	DESCRIPTION				
29	430-174-218	PIPE CULVERT (OPTIONAL MATERIAL)(ELLIP) (18" SD)	LF	1181.00	\$35.45	\$41,866.45
30	430-174-224	PIPE CULVERT (OPTIONAL MATERIAL)(ELLIP) (24" SD)	LF	150.00	\$51.30	\$7,695.00
31	430-174-230	PIPE CULVERT (OPTIONAL MATERIAL)(ELLIP) (30" SD)	LF	20.00	\$68.20	\$1,364.00
32	430-963-1	PVC PIPE FOR BACK OF SIDEWALK, 4"	LF	216.00	\$6.00	\$1,296.00
33	430-984-121	MITERED END SECTION (OPTIONAL ROUND) (15" SD)	EA	3.00	\$234.00	\$702.00
34	430-984-125	MITERED END SECTION (OPTIONAL ROUND) (18" SD)	EA	1.00	\$264.00	\$264.00
35	430-984-623	MITERED END SECTION (OPTIONAL ELLIP) (15" SD)	EA	1.00	\$276.00	\$276.00
36	430-984-625	MITERED END SECTION (OPTIONAL ELLIP) (18" SD)	EA	59.00	\$318.00	\$18,762.00
37	430-984-629	MITERED END SECTION (OPTIONAL ELLIP) (24" SD)	EA	3.00	\$487.00	\$1,461.00
38	430-984-633	MITERED END SECTION (OPTIONAL ELLIP) (30" SD)	EA	1.00	\$618.00	\$618.00
39	455-1A	DEWATERING FOR CONSTRUCTION OPERATIONS	LS	1.00	\$5,000.00	\$5,000.00
40	514-72	LINER IMPERMEABLE PVC (SWALE LINER INSTALL ONLY)	LF	3102.10	\$10.00	\$31,021.00
41	515-1-2	ALUMINUM PEDESTRIAN RAILING	LF	513.00	\$41.80	\$21,443.40
42	522-1	CONCRETE SIDEWALK (4" THICK)	SY	2538.77	\$26.50	\$67,277.41
43	570-1-2	PERFORMANCE TURF, SOD	SY	7883.00	\$2.80	\$22,072.40
44	700-20-40	SINGLE POST SIGN (RELOCATE)	EA	15.00	\$16.50	\$247.50
45	711-11-111	THERMOPLASTIC, STANDARD, WHITE, 6" SOLID	LF	1040.00	\$0.85	\$884.00
46	711-11-123	THERMOPLASTIC, STANDARD, WHITE, 12" SOLID	LF	1014.00	\$1.65	\$1,673.10
47	711-11-125	THERMOPLASTIC, STANDARD, WHITE, 24" SOLID	LF	156.00	\$3.16	\$492.96
48	711-11-211	TERMOPLASTIC, STANDARD, YELLOW, 6" SOLID	LF	208.00	\$0.85	\$176.80
49	1000-1	UTILITY COORDINATION	LS	1.00	\$2,000.00	\$2,000.00
50	1080-15C	UTILITY FIXTURE, ADJUST/MODIFY (WATER METER)	EA	10.00	\$105.00	\$1,050.00
51		Indemification	LS	1.00	\$10.00	\$10.00
<b>Total</b>						<b>\$410,034.62</b>

## CONTRACTOR'S QUESTIONNAIRE

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

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

Dated at ST. LUCIE COUNTY, this 18<sup>th</sup> day of JUNE, 2012  
(Location)

Name of Organization/Contractor: MELVIN BUSH CONSTRUCTION, INC

By: MELVIN BUSH, PRESIDENT  
Name and Title

Seal:

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

1. Corporation, Partnership, Joint Venture, Individual or other? CORPORATION

2. Firm's name and main office address, telephone and fax numbers

Name: MELVIN BUSH CONSTRUCTION, INC

Address: 2748 SW CASELLA STREET

PORT ST. LUCIE, FL 34953

Telephone Number: 772-336-0623

Fax Number: 772-336-0488

3. Firm's previous names (if any). N/A

4. How many years has your organization been in business as a contractor? 23-YRS

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

Project Number 1

Project Name: Kitterman Road at Las Palmas Way Crosswalk  
Description: Installation of new Sidewalk and Crosswalk

Location: St. Lucie County

Client Name and Phone Number: St. Lucie County Engineering Division (772) 462-

Value of Total Contract: 14,485.00 2153

Firm's Percentage of Total Contract: 99%

Number of Change Orders: -0-

Value of Change Orders: NONE

Was Project Completed on Schedule: YES

Was Project Completed within Budget? YES

Project Number 2

Project Name: 8th Street Sidewalk Improvements - US#1 to 6th St

Description: Installation of new sidewalk on 8th Street

Location: Indian River County

Client Name and Phone Number: Indian River County (772) 644-0028

Value of Total Contract: 31,000.00

Firm's Percentage of Total Contract: 98%

Number of Change Orders: 1

Value of Change Orders: (660.00)

Was Project Completed on Schedule: YES

Was Project Completed within Budget? YES

Project Number 3

Project Name: Port St. Lucie Blvd - Greco Ln to Sansom Lane

Description: Remove/Replace Sidewalk, Manhole, etc.

Location: Port St. Lucie

Client Name and Phone Number: Community Asphalt Corp. (772) 201-1389

Value of Total Contract: 99,000.00

Firm's Percentage of Total Contract: 90%

Number of Change Orders: 3

Value of Change Orders: 10,500.00

Was Project Completed on Schedule: YES

Was Project Completed within Budget? YES

Project Number 4

Project Name: Ferndale Avenue Sidewalk

Description: Installation of New Sidewalk and Drainage Pipe

Location: Stuart

Client Name and Phone Number: Martin County Engineering (772) 288-5430

Value of Total Contract: 35,000.00

Firm's Percentage of Total Contract: 100%

Number of Change Orders: -0-

Value of Change Orders: NONE

Was Project Completed on Schedule: YES

Was Project Completed within Budget? YES

Project Number 5

Project Name: SCHOOL SIDEWALK / CITY OF PORT ST. LUCIE

Description: INSTALLATION OF NEW SIDEWALKS AT:  
MORNINGSIDE ELEMENTARY, FLORESTA ELEMENTARY, OAK HAMMOCK SCHOOL  
WEST GATE SCHOOL, WINDMILL POINT SCHOOL, TIFFANY AVENUE

Location: PORT ST. LUCIE

Client Name and Phone Number: CITY OF PORT ST. LUCIE (772)781-5177

Value of Total Contract: 2,600,000.00 + / From Annual Contract

Firm's Percentage of Total Contract: 100%

Number of Change Orders: -0-

Value of Change Orders: NONE

Was Project Completed on Schedule: YES

Was Project Completed within Budget? YES

6. List subcontractors and major material suppliers for the project. Include telephone numbers. Attach additional sheets if necessary.

Mosley & Son Construction, Inc (772) 287-6962

Betsey Lindsay, Inc (772) 286-5753

Rite Fence Company, Inc (772) 340-0777

Palm City Sod (772) 287-5944





# DRUG-FREE WORKPLACE FORM

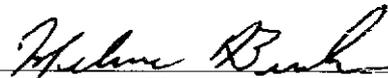
The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

MELVIN BUSH 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

6/18/12

Date

CITY OF PORT ST LUCIE  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, Florida, 34984  
772-871-5223

**REFERENCE FORM**

**Bidder's Instructions: Fill out top portion only. The City will send form to reference company for completion by them after City's receipt of form in BID Response.**

**(Please print or type)**

<b>BID #20120050-BM</b>			
<b>Title: Marion Avenue Sidewalk Project, LAP Funded</b>			
Bidder Name/Company:	MELVIN BUSH CONSTRUCTION, INC		
Reference Name:	Ken Vreeland	Fax #:	(772) 288-5789
Email:	Kvreeland@martin.fl.us	Telephone #:	(772) 288-5430
Person to contact:	Ken Vreeland		

**Reference Company Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Referenced company to 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 Bidder. \_\_\_\_\_

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) if any? \_\_\_\_\_

How many change orders were requested by this Bidder? \_\_\_\_\_

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 Company again? Yes [ ] No [ ] Maybe [ ]

Comments: \_\_\_\_\_

Signature of Reference: \_\_\_\_\_

For OMB Use Only	
Reference Checked	
Clerk Checked	

CITY OF PORT ST LUCIE  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, Florida, 34984  
772-871-5223

**REFERENCE FORM**

**Bidder's Instructions: Fill out top portion only. The City will send form to reference company for completion by them after City's receipt of form in BID Response.**

**(Please print or type)**

<b>BID #20120050-BM</b>	
<b>Title: Marion Avenue Sidewalk Project, LAP Funded</b>	
Bidder Name/Company:	MELVIN BUSH CONSTRUCTION, INC
Reference Name: Dickerson Florida, Inc	Fax #: (772) 429-4445
Email: Ldale@dfifl.com	Telephone #: (772) 439-4444
Person to contact:	Larry Dale

**Reference Company Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Referenced company to 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 Bidder. \_\_\_\_\_

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) if any? \_\_\_\_\_

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Qualifications _____	Cooperation _____
Budget Control _____	Reliability _____

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

Comments: \_\_\_\_\_

Signature of Reference: \_\_\_\_\_

For OMB Use Only	
Reference Checked	
Clerk Checked	

CITY OF PORT ST LUCIE  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, Florida, 34984  
772-871-5223

**REFERENCE FORM**

**Bidder's Instructions: Fill out top portion only. The City will send form to reference company for completion by them after City's receipt of form in BID Response.**

**(Please print or type)**

<b>BID #20120050-BM</b> <b>Title: Marion Avenue Sidewalk Project, LAP Funded</b> Bidder Name/Company: <u>MELVIN BUSH CONSTRUCTION, INC</u> Reference Name: <u>Indian River County Engineering</u> Fax #: <u>(772) 778-9391</u> Email: <u>cboyette@ircgov.com</u> Telephone #: <u>(772) 633-0028</u> Person to contact: <u>Chip Boyette</u>
---

**Reference Company Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Referenced company to 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 Bidder. \_\_\_\_\_

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) if any? \_\_\_\_\_

How many change orders were requested by this Bidder? \_\_\_\_\_

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 Company again? Yes [ ] No [ ] Maybe [ ]

Comments: \_\_\_\_\_

Signature of Reference: \_\_\_\_\_

For OMB Use Only	
Reference Checked	_____
Clerk Checked	_____

CITY OF PORT ST LUCIE  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, Florida, 34984  
772-871-5223

**REFERENCE FORM**

**Bidder's Instructions: Fill out top portion only. The City will send form to reference company for completion by them after City's receipt of form in BID Response.**

**(Please print or type)**

<b>BID #20120050-BM</b>
<b>Title: Marion Avenue Sidewalk Project, LAP Funded</b>
Bidder Name/Company: <u>MELVIN BUSH CONSTRUCTION, INC</u>
Reference Name: <u>St. Lucie County</u> Fax #: <u>(772)462-2362</u>
Email: <u>DayanP@stlucieco.org</u> Telephone #: <u>(772) 462-2153</u>
Person to contact: <u>Patrick Dayan</u>

**Reference Company Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Referenced company to 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 Bidder. \_\_\_\_\_

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) if any? \_\_\_\_\_

How many change orders were requested by this Bidder? \_\_\_\_\_

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 Company again? Yes [ ] No [ ] Maybe [ ]

Comments: \_\_\_\_\_

Signature of Reference: \_\_\_\_\_

For OMB Use Only	
Reference Checked	
Clerk Checked	

CITY OF PORT ST LUCIE  
121 SW Port St. Lucie Boulevard  
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**Bidder's Instructions: Fill out top portion only. The City will send form to reference company for completion by them after City's receipt of form in BID Response.**

**(Please print or type)**

<b>BID #20120050-BM</b> <b>Title: Marion Avenue Sidewalk Project, LAP Funded</b> Bidder Name/Company: <u>MELVIN BUSH CONSTRUCTION, INC</u> Reference Name: <u>Indian River County Utilities</u> Fax #: <u>(772) 770-5143</u> Email: <u>Gsparks@ircgov.com</u> Telephone #: <u>(772) 226-1823</u> Person to contact: <u>Gordon Sparks</u>
---

**Reference Company Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Referenced company to 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 Bidder. \_\_\_\_\_

Was the project completed on time and within budget? \_\_\_\_\_

What was the project completion date? \_\_\_\_\_

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Qualifications _____	Cooperation _____
Budget Control _____	Reliability _____

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

Comments: \_\_\_\_\_

Signature of Reference: \_\_\_\_\_

For OMB Use Only	
Reference Checked	_____
Clerk Checked	_____

**CITY OF PORT ST. LUCIE, FLORIDA**  
**SEALED BID NO. 20120050-BM**  
**PROJECT NO. 425714-1-58-01**  
**PROJECT TITLE: Marion Avenue Sidewalk Project**  
**Local Agency Program (LAP) Funded**

**SUBSTITUTION SHEET**

DESCRIPTION OR BID ITEM NO.	MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
N/A			\$ _____	\$ _____
			\$ _____	\$ _____
			\$ _____	\$ _____
			\$ _____	\$ _____
			\$ _____	\$ _____
			\$ _____	\$ _____

CITY OF PORT ST. LUCIE, FLORIDA  
SEALED BID NO. 20120050-BM  
PROJECT NO. 425714-1-58-01  
PROJECT TITLE: Marion Avenue Sidewalk Project  
Local Agency Program (LAP) Funded

**CONTRACTOR VERIFICATION FORM**

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of Firm: Melvin Bush Construction, Inc

Corporate Title: President

Address: 2748 SW Casella Street

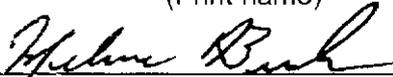
Port St. Lucie, FL 34953

(Zip Code)

By: Melvin Bush President

(Print name)

(Print title)



(Authorized Signature)

Telephone: ( ) 772-336-0623

Fax: ( ) 772-336-0488

State License # CUC1223819 (ATTACH COPY)

County License # 1799-00902146 (ATTACH COPY)

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

Type of License: PSL12-11767 Concrete Form/Pl/Finish

Unlimited yes (yes/no)

If "NO", Limited to what trade? \_\_\_\_\_

AC# 6140870

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12052500993

DATE	BATCH NUMBER	LICENSE NBR
05/25/2012	118190730	CUC1223819

The UNDERGROUND UTILITY & EXCAVATION CO  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2014

BUSH, MELVIN A  
MELVIN BUSH CONSTRUCTION INC  
2748 SW CASELLA STREET  
PORT SAINT LUCIE FL 34953

RICK SCOTT  
GOVERNOR

KEN LAWSON  
SECRETARY

DISPLAY AS REQUIRED BY LAW

2011 / 2012

ST. LUCIE COUNTY LOCAL BUSINESS TAX RECEIPT

RECEIPT # 1799-00902146

BOB DAVIS, CPA, CGFO, CFC, ST. LUCIE COUNTY TAX COLLECTOR

EXPIRES SEPTEMBER 30, 2012

FACILITIES OR MACHINES / ROOMS SEATS EMPLOYEES 30

TYPE OF BUSINESS 1799 MISC/SPECIALTY CONTRACTOR  
(UNDERGROUND UTILITIES)

BUSINESS/ Melvin A Bush

DBA NAME Melvin Bush Construction Inc

MAILING ADDRESS Melvin Bush  
Melvin A Bush  
2748 Casella St  
Port St Lucie, FL 34952

BUSINESS LOCATION 2748 Casella Street  
Port St Lucie, FL 34952

City of Pt St Lucie

RU 0054441

NONEXEMPT

Paid 07/25/2011 27.55

0033-20110725-002084



RENEWAL ORIGINAL TAX \$27.55  
PENALTY  
COLLECTION COST  
TOTAL \$27.55

CITY OF PORT ST. LUCIE  
BUILDING DEPARTMENT  
COMPUTER SERVICE MEMBER  
EXPIRE: 09/30/12

100356

CITY OF PORT ST. LUCIE  
BUILDING DEPARTMENT  
CERTIFICATE OF COMPETENCY  
EXPIRE: SEPTEMBER 30, 2012

BUSH, MELVIN A  
MELVIN BUSH CONSTRUCTION INC  
2748 CASELLA STREET  
PORT ST LUCIE, FL 34953

SIGNATURE

*Melvin Bush*  
UNDERGROUND UTILITIE

FL#: CUC 1223819

PSL12\*2006

BUSH, KEVIN D.  
MELVIN BUSH CONSTRUCTION, INC.  
2748 SW CASELLA STREET  
PORT SAINT LUCIE, FL 34953

SIGNATURE

*Kevin D. Bush*  
CONCRETE FORM/PL/FINISH

FL#

PSL12-11767

**CITY OF PORT ST. LUCIE, FLORIDA**  
**SEALED BID NO. 20120050-BM**  
**PROJECT NO. 425714-1-58-01**  
**PROJECT TITLE: Marion Avenue Sidewalk Project**  
**Local Agency Program (LAP) Funded**

**LIST OF REFERENCES**

<b>OWNER'S NAME &amp; ADDRESS</b>	<b>PROJECT</b>	<b>CONTACT PERSON</b>	<b>TELEPHONE NUMBER</b>
<u>City of Melbourne</u> 900 East Strawbridge Ave., Melbourne, FL 32901	<u>University Blvd</u>	<u>Tami Gillen</u>	<u>(321)608-7311</u>
<u>Indian River County Utilities</u> 1801 27th Street, Vero Beach, FL 32960	<u>Labor Contract</u>	<u>Gordan Sparks</u>	<u>(772)226-1823</u>
<u>St. Lucie County</u> 2300 Virginia Ave., Ft. Pierce, FL 34982	<u>Kitterman Sidewalk</u>	<u>Patrick Dayan</u>	<u>(772) 462-2153</u>
<u>Indian River County Engineering</u> 1800 27th Street, Vero Beach, FL 32960	<u>8th St. Sidewalks</u>	<u>Chip Boyette</u>	<u>(772)633-0028</u>
<u>Dickerson Florida, Inc</u> P.O. Box 910, Ft. Pierce, FL 34954	<u>53rd Street</u>	<u>Larry Dale</u>	<u>(772) 439-4444</u>
<u>Martin County</u> 2401 SE Monterey Road, Stuart, FL 34996	<u>Ferndale Ave Sidewalks</u>	<u>Ken Vreland</u>	<u>(772)288-5430</u>
<u>City of Port St. Lucie</u> 121 SW Port St. Lucie Blvd, Port St. Lucie, FL 34984	<u>School Sidewalk</u>	<u>Steve Jungjohan</u>	<u>(772)871-5177</u>
<u>Community Asphalt Corp</u> 5100 29th Court, Vero Beach, FL 32967	<u>PSL Improvements</u>	<u>Rodney Temple</u>	<u>(772) 770-3771</u>

**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**

**SEALED BID NO. 20120050-BM**

**PROJECT NO. 425714-1-58-01**

**Marion Avenue Sidewalk Project**

**Local Agency Program (LAP) Funded**

State of Florida }

County of St. Lucie }

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

1. They are President of Melvin Bush Construction the Bidder that  
(Title) (Name of Company)  
has submitted the attached bid; 20120050 Marion Avenue Sidewalk Project
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid; 20120050 Marion Avenue Sidewalk Project
3. Such Bid is genuine and is not a collusive or sham Bid; 20120050 Marion Avenue Sidewalk
4. Neither the said Bidder 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 Bidder, 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 Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, 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 Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) Melvin Bush  
(Title) President

STATE OF FLORIDA }  
COUNTY OF St. Lucie}SS:

The foregoing instrument was acknowledged before me this 6/18/12  
(Date)

by: Melvin Bush who is personally known to me or who has produced  
personally known as identification and who did (did not)

Mary E. Oehler  
Mary E. Oehler Notary (print & sign name)  
Commission No. DD802112

NOTARY PUBLIC STATE OF FLORIDA  
Mary E. Oehler  
Commission # DD802112  
Expires: AUG. 14, 2012  
BONDED THRU ATLANTIC BONDING CO., INC.

**CITY OF PORT ST. LUCIE, FLORIDA**  
**SEALED BID NO. 20120050-BM**  
**PROJECT NO. 425714-1-58-01**  
**PROJECT TITLE: Marion Avenue Sidewalk Project**  
**Local Agency Program (LAP) Funded**

**FLORIDA TRENCH SAFETY COMPLIANCE**

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96), Laws of Fl., effective October 1, 1990. The Bidder further identifies the costs to be summarized below:

	Trench Safety Measure {Description}	Units of Measure {LF,SY}	Unit Quantity	Unit Cost	Extended Cost
A.	N/A - DOES NOT APPLY				
B.					
C.					
D.					
E.					
F.					

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.

CITY OF PORT ST. LUCIE, FLORIDA  
SEALED BID NO. 20120050-BM  
PROJECT NO. 425714-1-58-01  
PROJECT TITLE: Marion Avenue Sidewalk Project  
Local Agency Program (LAP) Funded

**BUY AMERICA CERTIFICATE OF COMPLIANCE**  
**CERTIFICATE OF COMPLIANCE**



**COMPLIANCE**

The Bidder hereby certifies that it will comply with the requirements of 23 C.F.R. 635.410, as amended, and utilize only iron or steel manufactured in the United States, or components made with iron or steel that meet the Buy America requirements. Bidder acknowledges that it will be required to produce Buy America certification(s) from the producer(s) of the steel or iron or components prior to incorporating any such materials into the work or project.

Company Name: Melvin Bush Construction, Inc

Authorized By: *Melvin Bush* Melvin Bush  
(Sign) (Print Name)

Title: President Date: 6/18/12

**CITY OF PORT ST. LUCIE, FLORIDA**  
**SEALED BID NO. 20120050-BM**  
**PROJECT NO. 425714-1-58-01**  
**PROJECT TITLE: Marion Avenue Sidewalk Project**  
**Local Agency Program (LAP) Funded**

**CERTIFICATION REGARDING LOBBYING**

The undersigned Bidder/Contractor certifies, to the best of his or her knowledge and belief, that:

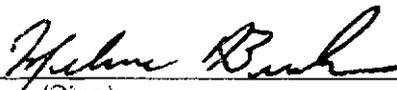
- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying", 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (3) The undersigned shall require that the language of this certification be included in the awards documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352 (1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure]

The Bidder/Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Company Name: Melvin Bush Construction, Inc

Authorized By:  Melvin Bush  
(Sign) (Print Name)

Title: President Date: 6/18/12

**CITY OF PORT ST. LUCIE, FLORIDA**  
**SEALED BID NO. 20120050-BM**  
**PROJECT NO. 425714-1-58-01**  
**PROJECT TITLE: Marion Avenue Sidewalk Project**  
**Local Agency Program (LAP) Funded**

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

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

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

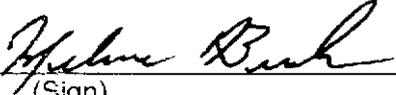
(b) have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

(c) are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

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

Company Name: Melvin Bush Construction, Inc

Authorized By:  Melvin Bush  
(Sign) (Print Name)

Title: President Date: 6/18/12



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**E-VERIFY**

375-040-68  
PROCUREMENT  
06/11

Contract No: 20120050

Financial Project No(s): 425714-1-58-01

Project Description: Marion Avenue Sidewalk Project

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant :

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

Company/Firm: Melvin Bush Construction, Inc

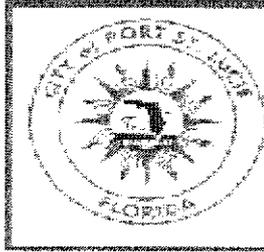
Authorized Signature: 

Title: Vice President

Date: 6/18/12



**SEALED BID DOCUMENTS  
FOR**



**CITY OF PORT ST. LUCIE**

**MARION AVENUE SIDEWALK PROJECT  
Local Agency Program (LAP) FUNDED**

**Sealed Bid # 20120050**

Prepared by:  
Cheryl Shanaberger, CPPO  
City of Port St. Lucie  
Office of Management & Budget

Mayor – JoAnn Faiella  
District 4 - Vice-Mayor - Jack Kelly  
District 1 - Councilwoman -Linda Bartz  
District 2 - Councilwoman – Michelle Berger  
District 3 - Councilwoman – Shannon Martin

City Manager – Gregory J. Oravec

City Engineer – Patricia Roebing, P.E.

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## INVITATION TO BID

Sealed Bid #20120050 for Marion Avenue Sidewalk Local Agency Program (LAP) Funded Project, in the City of Port Saint Lucie, will be received by the City of Port St. Lucie, in the Office of Management & Budget, 3rd Floor, Suite 390, Building "A" of the Municipal Complex located at 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984-5099, until **June 18, 2012 at 3:00:00 p.m.** Specifications are attached.

This project is for the construction of sidewalk improvements within and along Marion Avenue between Baysshore Boulevard and Curtis Street, City of Port St. Lucie. The project is to be completed per Contract Plan Sheets 1 through Sheet 42, FDOT specifications, grant requirements and LAP specifications. All work and materials needed to provide a complete project are to comply with all specifications, standards and requirements as described in the bid documents and Contract documents.

A one-time only pre-bid conference for all Bidders will be held in the Conference Room of the Office of Management & Budget, Suite 390, Building "A" of the Municipal Complex, located at 121 SW Port St. Lucie Blvd, Port St. Lucie, FL 34984 on **Thursday, May 31, 2012 at 10:00 A.M.** At this time, the specifications and other bidding/proposal documents will be explained, and questions regarding the project will be discussed.

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, in surety or certified funds.

A critical reporting component is a requirement for prime consultants/contractors to have a Dun and Bradstreet (DUNS) number. This is a unique nine-digit firm identification number issued by Dun & Bradstreet. It is not the same as a firm's Tax ID Number. Firms who don't already have a DUNS number can register for it thru the following website: <http://www.dnb.com/us>. Firms who do not already have a DUNS number should begin the application process. According to the D&B website, it takes a minimum of 30 business days for a new D&B DUNS Number to be processed.

Bidding contractors must comply with all FDOT standards/specifications required for the work and materials to complete this project. Bidding contractors are required to be FDOT certified.

DBE shall comply with FDOT's DBE program Plan approved by the USDOT. FDOT currently has a race neutral program with an 8.60% goal. Use DBEs certified under the Florida Unified Certification Program Directory: <http://www.bipincwebapps.com/biznetflorida/>

All proposals 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 delivered after the time specified be considered. Such bids will be returned to the vendor unopened. It is the sole responsibility of the Bidder to ensure that his or her bid reaches the Office of Management and Budget on or before the closing date and time. The City shall in no way be responsible for delays caused by any other occurrence.

The City reserves the rights to waive irregularities, reject and/or accept any and all bids, in whole or in part, or take such other action as serves the best interests of the City. It is the Bidder's responsibility to insure that bids are received in the Office of Management & Budget prior to the date and time specified above. Receipt of a bid in any other City office does not satisfy this requirement.

This project is funded through a FDOT LAP grant. The award will be to the lowest, responsive and responsible Bidder.

Pursuant to Section 337.11, Florida Statutes, any person adversely affected by a bid solicitation shall file both a notice of protest and bond within 72 hours of the receipt of the bid documents, and shall file a formal written protest within ten (10) days after filing the notice of protest. The formal written protest shall state with particularity the facts and law upon which the protest is based. Any person who files a notice of protest as to a bid solicitation, bid rejection, or contract award pursuant to this rule shall post with the City of Port Saint Lucie, at the time of filing the notice of protest, a bond payable to the City of Port Saint Lucie in the amount of \$2,500.00, certified funds. The required notice of protest, bond and formal protest must each be timely filed with Cheryl Shanaberger, Deputy Director of the Office of Management and Budget, City of Port Saint Lucie, 121 SW Port Saint Lucie Blvd., Port St. Lucie, FL 34984, telephone number of (772)871-7390. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

A protest is not timely filed unless the notice of protest, bond and the formal protest are each received by Cheryl Shanaberger, Deputy Director of the Office of Management and Budget, City of Port Saint Lucie, within the required time limits.

Cheryl Shanaberger, CPPO

## 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.*

**SPECIFICATIONS**  
**SEALED BID # 20120050**  
**MARION AVENUE SIDEWALK PROJECT**  
**Local Agency Program (LAP) FUNDED**

**OVERVIEW**

The City of Port St. Lucie desires to obtain quotations from qualified individuals, firms, and legal entities relative to the CONSTRUCTION OF SIDEWALK IMPROVEMENTS WITHIN AND ALONG Marion Avenue, City of Port St. Lucie, between Bayshore Boulevard and Curtis Street under the Local Agency Program (LAP), based on plans and specifications of bid documents.

**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 procure the services for the construction of sidewalk improvements within and along Marion Avenue between Bayshore Boulevard and Curtis Street. This project is to construct approximately one mile of five-foot wide concrete sidewalk on the south side of Marion Avenue from Bayshore Boulevard east to connect to the existing sidewalk at Curtis Street. The project includes, but is not limited to earthwork, clearing and grubbing, drainage modifications, swale relocation, driveway culvert replacement, replacement of driveways, utility relocations, record drawings, and all work and materials needed to provide a completed project as shown and described in the bid specifications and contract documents. This sidewalk project is FDOT LAP funded. The contractor shall be on the FDOT pre-qualified contractor's list and have all required certifications and licenses necessary to perform this work. It is the City's intent to have this project completed within an estimated time frame of eight (8) months from contract start date.

**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, Site 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. Before submitting bids, each Bidder(s) is recommended to visit the location of the proposed work to fully understand the existing site/surface/subsurface/above surface conditions, and examine the Contract Documents, to become familiar with all provisions affecting the work. Failure to fully understand the existing site conditions, or Contract Documents, will not relieve the contractual obligations or be cause for additional compensation.

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).

It is the responsibility of the Bidder(s) to consider federal, state, and local laws and regulations that may affect cost, progress, performance or furnishing of the work; to study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and to promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies, which any Bidder has discovered in or between the Contract Documents and such other related documents.

Submit all questions regarding the Bid and Contract Documents, in writing, to Cheryl Shanaberger, CPPO in the City of Port St. Lucie Office of Management & Budget, 121 SW Port St. Lucie Boulevard, Port St. Lucie, FL 34984, Phone (772) 871-7390, Fax (772) 871-7337, and email: [cheryls@cityofpsl.com](mailto:cheryls@cityofpsl.com). The City will not be responsible for oral clarification of questions. Questions received after June 21, 2012 may not be answered, and will not be cause for additional compensation. Bidder(s) must clearly understand that Ms. Shanaberger is the only individual authorized to represent the City during the Bidding and contract award time frame.

Questions submitted to any other person in any department, including the Mayor, will not be addressed. Questions will be answered in the form of an addendum. The Bidder(s), in turn, shall acknowledge receipt of the addendum by statement of the Addendum number and the date of issuance in the submittal of his/her bid. 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(s) is responsible for verifying they have received all Bid Addenda.

**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 price(s) indicated on their respective Bid Reply Sheet. 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 this project with the bid reply, including FDOT Certification. References from five (5) existing firms 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 Bid Reply Sheet. References are subject to verification by the City and will be utilized as part of the award process. Performance history, financial statements, 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. This project is funded through the American Recovery and Reinvestment Act and therefore federal law applies with regard to the award. The award will be to the lowest, responsive and responsible Bidder.

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.

**1.9 Submittal of Bid** - Unless otherwise provided herein, all bids shall be submitted by completing and returning the Bid Reply Sheet and any other documentation that is required by this bid. The Bid Reply Sheet should be typed or printed and signed in black ink. The individual signing the bid must initial all changes.

**1.9.1** Bid Documents for the project include the following:

- Bid Specifications– Pages 1 -87
- Bid Reply Form (also include Contractor's Questionnaire)
- Attachment H Bid Reply Sheet.(Excel-enter amounts)
- Buy America Certification of Compliance Form
- Certification Regarding Lobbying
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Substitution Sheet
- Contractor Verification Form
- Noncollusion Affidavit of Prime Bidder
- Certification of Current Capacity (FDOT Form 375-020-22) and Status of Contracts on Hand (FDOT Form 375-020-21).
- Trench Safety Form and Trench Safety Compliance Form
- E Verify Form
- Attachments:
  - A - Federal Compliance
  - B - Federal Required Contract Provisions
  - C- FHWA-1273
  - D - Davis Bacon – Regulations-29CFR 5.5
  - E - Legal Requirements/Responsibilities
  - F - Davis Bacon – Fact Sheet #66
  - G - FDOTC-PAM Sect. 1.2
  - H - Schedule "A" Bid Reply Sheet (Excel)
  - I - Technical Specifications
  - J - Contract Plans

**NOTE:** Bidders shall submit one (1) unbound original and four (4) copies of the required bid documents. The documents must be returned in an envelope marked with the vendor's name, bid number, title of bid, and date and time of opening on the outside of the envelope. Responses by telephone, telegram or facsimile shall not be accepted.

**1.9.2 Preparation of Bids:** The Bidder shall complete and return the submittal requirements as in Section 1.9.3 below. The City will not be responsible for any costs incurred by any Bidder(s) in the preparation of the bid.

**1.9.3 Bid Submittal:** The Bid submittal requirements are summarized below.

A. Request Bid Specifications, #20120050 from DemandStar.com or contact the Office of Budget & Management, 772-871-5223.

B. Enter unit prices on Bid Reply Sheet, Attachment H. The spreadsheet (Excel) contains formulas for calculations for each line item. Copy the completed Attachment H to a compact disc (CD) (Excel format) and include with bid submittal. Enter total price on Bid Reply Form where applicable for Attachment H.

C. Print hard copy of Attachment H to be included in bid submittal.

D. Complete company information on Bid Reply.

E. Sign the Bid Reply Sheet where indicated.

F. Return one (1) original Bid Reply submittal packet and four (4) copies including one electronic copy of Attachment H. (CD-Excel format-NO pdfs). Please label CD with company name and Bid number and include company name on hard copy print out.

G. Submit completed Questionnaire, Bid Bond, Trench Safety Affidavit, Drug Free Workplace Form and any other requested information/forms.

H. Submit in Bid Reply packet a copy of Bidder's license for sidewalk improvement 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; FDOT Certification.

I. Complete Bid Reply packet is to be submitted in sealed envelope/box marked on the outside with the bid number, title of bid, date and time of opening, and the Bidder's name and address.

J. A Bidder(s) may withdraw or revise a proposal after submitting it, provided the City receives a written request to withdraw or revise the proposal prior to the time set for opening of bids. The resubmission of any proposal withdrawn under this provision is subject to the provisions of the Invitation to Bid.

**1.9.4 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.

**1.9.5 Timeliness of Submittal** - 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 delivered after the time specified be considered. It is the sole responsibility of the Bidder to ensure that his or her bid reaches the Office of Management and Budget (located on the 3<sup>rd</sup> Floor, Suite 390, of Building "A") on or before the closing date and time. The City shall in no way be responsible for delays caused by any occurrence.

**1.9.6 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.

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

**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 within 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 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. If Bidder cannot accept these terms and conditions do not submit a bid.**

**1.12.1 Contract Time:** The Contract Period will be (to be determined by awarded bid) calendar days. The City would like this project completed within an estimated time frame of eight (8) months. The successful Bidder(s) will be required to commence work under this contract within ten (10) calendar days after the date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the successful Bidder(s) agrees to provide work as authorized by the Contract Supervisor until all work specified in the bid specifications has been rendered. Written

requests shall be submitted to the Engineer for consideration of extension of contract completion time due to weather, strikes, unavailable materials, or other similar causes over which the successful Bidder(s) has no control. Requests for time extension shall be submitted immediately but in no event more than two (2) weeks after occurrence of conditions, which, in the opinion of the successful Bidder(s), warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the successful Bidder(s) control.

**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 Bid Reply Sheet.

The successful Bidder(s) shall provide a listing of all subcontractors, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment), other than those identified in the Bid Reply, to the City within ten (10) days after the bid opening. Such list shall be accompanied by an experience statement for each such subcontractor, supplier, person or organization if requested by City. The City or Engineer who, after due investigation, has reasonable objection to any proposed subcontractor, supplier, other person or organization, may, before the Notice of Award is given, request apparent successful Bidder to submit an acceptable substitute without an increase in Bid price.

If apparent successful Bidder(s) declines to make any such substitution, City may award the Contract to the next acceptable Bidder(s) that proposes to use acceptable subcontractors, suppliers, and other persons and organizations. Declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder(s). Any subcontractor, supplier, other person or organization listed and to whom City or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to City and Engineer subject to revocation of such acceptance after the effective date of the Contract as provided in the General Requirements.

**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 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 public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided 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 Miscellaneous Testing** – The Bidder(s) must agree to reimburse the City for any expenditures incurred by the City in the process of testing products supplied by the Bidder if said products prove to be defective and/or in other manners not in compliance with the specifications. Expenditures as defined therein shall include, but not limited to, the replacement value of products 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 Bidder from other remedies.

**1.18 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.

**1.19 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** – If there are 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. Bidder(s) may agree to allow other public agencies 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** – The Bidder is required to provide a copy of the Material Safety Data Sheets (MSDS) for all chemicals used in the execution of their work. The MSDS must be maintained by the user agency.

NOTE: Other forms that must be completed and submitted by Bidder(s):

- Noncollusion Affidavit of Prime Bidder

- Florida Trench Safety Compliance
- Buy America Certificate of Compliance
- Certification Regarding Lobbying
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—  
Primary Covered Transactions
- Certification of Current Capacity (FDOT Form 375-020-22)
- Status of Contracts on Hand (FDOT Form 375-020-21).
- E Verify

**1.23 Florida Produced Lumber** – The Bidder agrees to comply with the provisions of Section 255.20, Florida Statutes, and as may be amended from time to time.

**1.24 Permits** – The Bidder shall be responsible for obtaining at their expense, 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 with the requirements of said legislation. Certain aspects of construction may not be allowed to occur until after these permits have been obtained. All building permits, licenses and certificates of inspection issued in connection with the work shall be delivered to the Engineer or City with successful Bidder(s) application for final payment. All permit fees shall be included in the contract amount and paid by the successful Bidder(s). This amount will also include the utility hook up to potable water and any associated fees.

**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 their signed contracts (2 sets) 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.

There will be grant reporting requirements, such as monthly reports on the number of jobs created and the number of jobs retained by the project for both the Contractor and Subcontractors, which the successful Bidder/Contractor will have to satisfy. The exact nature and extent of the reporting requirements are unknown at this time. When the reporting requirements are known, the Contractor will be required to provide the information on a form provided by the FDOT.

**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. A video tape is required prior to commencement 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** - All products furnished by the Bidder(s) shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the Bidder(s) to be free of defects in workmanship and material for a period of not less than 365 calendar days; said period to commence upon the date products are installed, or accepted by the City, whichever last occurs.

**2.2.1 Repair or Replacement** - Should any defect appear during this period, the Bidder(s) shall, at their expense, have repaired or replaced such item upon receipt of written notice from the City of said defect. Said repair or replacement must be accomplished within fourteen (14) calendar days after receipt of notification from the City of the defect.

**2.3 Samples** - Samples of items, when required, must be furnished free of expense and, if not destroyed, will upon 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.

**2.4 Construction Sequence/Project Schedule** - The construction sequence shall be established by the successful Bidder(s) and forwarded to the City and Engineer for approval through the Project Schedule. The schedule shall be prepared using a Critical Path Method or other approved project-scheduling tool.

The successful Bidder(s) shall submit to the Engineer/City a complete project schedule within seven (7) days prior to the execution of the Construction Contract. Said schedules shall be updated and resubmitted to the City on the twenty-fifth (25th) day of every month along with the successful Bidder(s) pay request. Pay Requests submitted without a revised Project Schedule will not be forwarded to the City for payment. The project schedule must be approved by the Engineer/City prior to Contract execution, and shall include, at a minimum, a detailed breakdown of the standard construction operations for the improvements. The submitted and approved schedule shall not change unless approved in writing by the Engineer. In the event a modification is approved to the

schedule and additional inspections will be required, the additional cost shall be paid by the successful Bidder(s) to the City.

**2.5 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.

**2.6 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 authorized in writing as soon as possible.

**2.7 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.

**2.8 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 his 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.

**2.9 Standard Production Items** - All products offered must be standard production items that have been available to the trade for a period of not less than two (2) years and are expected to remain available in future years.

**2.10 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, Ste. 390 Conference Room, 121 SW Port St. Lucie Boulevard, Bldg. A, Port St. Lucie, FL 34984, **Thursday, May 31, 2012 at 10:00 A.M** at which time the specifications and other bidding documents will be explained, and

questions regarding the project will be discussed. A site visit for this project may be available after this pre-bid conference.

**3.2 Premises/Site Exploration:** Location of project site is on Marion Avenue between Bayshore Boulevard and Curtis Street, City of Port St. Lucie, St. Lucie County, Florida including.

Any site investigations, explorations, tests, studies that the Bidder deems necessary for submission of a Bid will require approval of the City before they can be conducted with Bidder restoring the site to its former condition upon completion of such explorations, investigations, tests, and studies. Failure to conduct site explorations shall not be cause for additional compensation.

**3.3 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 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.

### **3.4 Scope of Work to be Performed**

This project is to construct approximately one (1) mile of five (5) foot wide concrete sidewalk on the south side of Marion Avenue from Bayshore Boulevard east to connect to the existing sidewalk at Curtis Street. The project includes, but is not limited to, earthwork, clearing and grubbing, drainage modifications, swale relocation, driveway culvert replacement, replacement of driveways, utility relocations, record drawing, and all work and materials needed to provide a complete project as shown and described in the contract documents, bid specifications and project plan set, Sheets 1 through 42. Contractor to provide all materials, supplies, labor, and equipment necessary for a complete project based on all specifications and any contract amendments that may be deemed necessary. This project is an FDOT LAP project and the contractor shall be on the FDOT Prequalified Contractors List.

Listed below are items that are to be included on the Bid Reply Sheet, Excel Spreadsheet "Schedule "A", completed electronically by Bidder and submitted with bid packet. Award will be based on, along with other criteria, the total of all line item as shown on Bid Reply Sheet, Schedule "A". Also to be included on Bid Reply are number of calendar days contractor will need for completion of project.

ITEM NUMBER	ITEM DESCRIPTION	UNITS	AMOUNT
101-1A	MOBILIZATION	LS	1
101-1B	PRE-CONSTRUCTION VIDEO	LS	1
102-1	MAINTENANCE OF TRAFFIC	LS	1
102-1A	MAINTENANCE OF EXISTING DRAINAGE	LS	1
104-10-3	SEDIMENT BARRIER	LF	4339
104-11	FLOATING TURBIDITY BARRIER	LF	210
104-15	SOIL TRACKING DEVICE	EA	1
108-1	CONSTRUCTION LAYOUT/RECORD DRAWINGS	LS	1
110-1-1	CLEARING AND GRUBBING	LS	1
110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	673.1
110-7	MAILBOX (RELOCATE)	EA	6
120-1	REGULAR EXCAVATION	CY	361.5
120-6	EMBANKMENT	CY	1311.3
286-1	TURNOUT CONSTRUCTION (6" CONCRETE DRIVEWAYS)	SY	653.5
400-0-11	CLASS NS CONCRETE (RETAINING WALL)	CY	10.4
425-1-0	YARD DRAIN	EA	1
425-1-521	INLETS, DITCH BOTTOM, TYPE C, < 10'	EA	1
425-1-551	INLETS, DITCH BOTTOM, TYPE E, < 10'	EA	1
425-1-559	INLETS, DITCH BOTTOM, TYPE E, (MODIFIED)	EA	1
425-1-589	INLETS, DITCH BOTTOM, TYPE H, < 10' (MODIFIED)	EA	1
425-1-607	INLETS, DITCH BOTTOM, TYPE J, < 10 (SPECIAL)	EA	1
425-2-71	MANHOLES, J-7, <10'	EA	3
425-11-	DRAINAGE STRUCTURE MODIFY	EA	3
430-174-104	PIPE CULVERT (OPTIONAL MATERIAL)(ROUND) (4" SD)	LF	97
430-174-115	PIPE CULVERT (OPTIONAL MATERIAL)(ROUND) (15" SD)	LF	24
430-174-118	PIPE CULVERT (OPTIONAL MATERIAL)(ROUND) (18" SD)	LF	40
430-174-215	PIPE CULVERT (OPTIONAL MATERIAL)(ELLIP) (15" SD)	LF	43
430-174-218	PIPE CULVERT (OPTIONAL MATERIAL)(ELLIP) (18" SD)	LF	1181
430-174-224	PIPE CULVERT (OPTIONAL MATERIAL)(ELLIP) (24" SD)	LF	150
430-174-230	PIPE CULVERT (OPTIONAL MATERIAL)(ELLIP) (30" SD)	LF	20
430-963-1	PVC PIPE FOR BACK OF SIDEWALK, 4"	LF	216
430-984-121	MITERED END SECTION (OPTIONAL ROUND) (15" SD)	EA	3
430-984-125	MITERED END SECTION (OPTIONAL ROUND) (18" SD)	EA	1
430-984-623	MITERED END SECTION (OPTIONAL ELLIP) (15" SD)	EA	1
430-984-625	MITERED END SECTION (OPTIONAL ELLIP) (18" SD)	EA	59
430-984-629	MITERED END SECTION (OPTIONAL ELLIP) (24" SD)	EA	3
430-984-633	MITERED END SECTION (OPTIONAL ELLIP) (30" SD)	EA	1
455-1A	DEWATERING FOR CONSTRUCTION OPERATIONS	LS	1
514-72	LINER IMPERMEABLE PVC (SWALE LINER INSTALL ONLY)	LF	3102
515-1-2	ALUMINUM PEDESTRIAN RAILING	LF	477
522-1	CONCRETE SIDEWALK (4" THICK)	SY	2539
570-1-2	PERFORMANCE TURF, SOD	SY	7883
700-20-40	SINGLE POST SIGN (RELOCATE)	EA	15
711-11-111	THERMOPLASTIC, STANDARD, WHITE, 6" SOLID	LF	1040
711-11-123	THERMOPLASTIC, STANDARD, WHITE, 12" SOLID	LF	1014
711-11-125	THERMOPLASTIC, STANDARD, WHITE, 24" SOLID	LF	156
711-11-211	TERMOPLASTIC, STANDARD, YELLOW, 6" SOLID	LF	208
1000-1	UTILITY COORDINATION	LS	1
1080-15C	UTILITY FIXTURE, ADJUST/MODIFY (WATER METER)	EA	10

**All repairs and resurfacing work performed in this total project shall be in compliance with the LAP specifications. All work must comply with the ADA and the FDOT Specifications.**

**3.5 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.

### **3.6 FDOT Wage Schedule for Contractors per LAP Requirements:**

#### **Wage Rate Provision**

For this Contract, payment of predetermined minimum wages applies. The U.S. Department of Labor Wage Rates applicable to this Contract are listed in Wage Rate Decision Number(s) **FL120239 01/06/2012 FL239** as modified up through ten days prior to the opening of bids. Obtain the applicable General Decision(s) (Wage Tables) through the Department's website and ensure that employees receive the minimum wages applicable. Review the General Decisions for all classifications necessary to complete the project. If additional classifications are needed, request them through the Engineer's office.

When multiple wage tables are assigned to a Contract, general guidance of their use and examples of applicability are available on the Department's website. Contact the Department's Wage Rate Coordinator before bidding if there are any questions concerning the applicability of multiple wage tables. The URL for obtaining the Wage Rate Decisions is [www.dot.state.fl.us/construction/wage.htm](http://www.dot.state.fl.us/construction/wage.htm).

Contact the Department's Wage Rate Coordinator at (850) 414-4251 if the Department's website cannot be accessed or there are questions.

General Decision Number: FL120239 01/06/2012 FL239

Superseded General Decision Number: FL20100338

State: Florida

Construction Type: Highway

County: St Lucie County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number      Publication Date

0                              01/06/2012

ELEC0323-003 09/05/1993

**NOTE: Complete Wage Decision information for this project is listed in Section VIII of City's Contract (see sample of contract in this document).**

## **4. BID, PERFORMANCE AND PAYMENT BOND REQUIREMENTS**

**4.1 Bid Guaranty (Bid Bond)** - A Bid Bond, certified check, cashiers check, bank money order, bank draft of any national or state bank, or cash, in a sum of not less than 5% of the amount of the bid, made payable to the "City of Port St. Lucie", shall accompany each proposal as a guarantee 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 will be cause for the rejection of the bid.

**4.2 Return of Bid Guaranty** - After the bid submissions have been reviewed and evaluated, the Purchasing Agent may, at his/her discretion, return the guaranty deposit accompanying such proposals as in his/her judgment, based on evaluation, would not be considered in making the award. All other proposal guaranties will be held until the Contract has been executed, after which bid guaranty will be returned to the respective Bidder's whose proposals they accompanied.

**4.3 Payment & Performance Bonds** - The awarded Contractor 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. The City will execute the Contract, it being 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 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 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. 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 Contractor 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. 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 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

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain 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 immunity pursuant to Florida Statutes, Section 768.28 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, 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.

Bidders are required to submit a copy of their current insurance certificates with the Bid Reply Sheet. The Bidder including any and all independent contractors and subcontractors utilized must comply with the insurance requirements as outlined below. It shall be the responsibility of the Bidder to insure that all independent contractors and subcontractors comply with these requirements. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the City shall not accept claims-made policies. Specific endorsements as well as increased limits of liability may be requested depending upon the type and scope of work to be performed. All insurance must be acceptable by and approved by the City as to form and types of coverage. Coverages outlined below shall apply on a primary and non-contributory basis.

**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 construction 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 Workers Compensation** - The Bidder 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.

**5.3 Business Auto Policy** - The Bidder shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for any auto, owned, non-owned and hired automobiles. In the event, the Bidder does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Bidder 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 list the City as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

**5.4 Commercial General Liability** - 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
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 shall 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.

**5.5 Additional Insured Requirements & Certificates of Insurance** - Immediately following notification of the award of this Contract, Bidder shall agree to deliver to the City a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Bid have been obtained and are in full force and effect. Such Certificate(s) of Insurance and policy shall unequivocally provide a minimum thirty-(30) day written notice to the City prior to cancellation, non-renewal or adverse change of coverage. In the "Description of Operations ..." Certificate shall list Contract #20120050 for the Marion Avenue Sidewalk Project Lap No. 425714-1-58-01. 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, Contract #20120050. Said policies shall be specifically endorsed to 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 acceptable 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 thirty – (30) days written notice by 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.

**5.6 Waiver of Subrogation** The Bidder 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 agreement to waive subrogation without an endorsement then Bidder 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 Bidder enter into such an agreement on a pre-loss basis.

**5.7 Subcontractors** - It shall be the responsibility of the Bidder to insure that all subcontractors comply with the same insurance requirements referenced above.

**5.8 Deductible Amounts** - All deductible amounts shall be paid for and be the responsibility of the Bidder for any and all claims under this Contract.

**5.9 Certificate(s) of Insurance** - Immediately following notification of the award of this Contract, Bidder shall agree to deliver to the City a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Bid have been obtained and are in full force and effect. Such Certificate(s) of Insurance and policy shall unequivocally provide a minimum thirty-(30) day written notice to the City prior to cancellation, non-renewal or adverse change of coverage. In the "Description of Operations ..." Certificate shall list Contract #20120050, LAP Funded.

**5.10 Umbrella or Excess Liability** - The Bidder may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, or 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 Employer's 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."

## 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 Contract Supervisor 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 Cheryl Shanaberger, 772-871-7390, Fax 772-871-7337, Email: [cheryls@cityofpsl.com](mailto:cheryls@cityofpsl.com).

Such contact is to be for clarification purposes only. To ensure fair consideration for all Bidders, it must be clearly understood that Ms. Shanaberger is the only individual who is authorized to represent the City during this Bid process. Questions submitted to any other person in any other department will not be addressed. Final date for question, in writing, is TO BE DETERMINED, 2011. 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.

*(Balance of page intentionally left blank.)*

**Bid Reply Form**  
**MARION AVENUE SIDEWALK PROJECT**  
**Local Agency Program (LAP) FUNDED**  
**Sealed Bid # 20120050**

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	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](http://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 Total from **Attachment H**: \$ \_\_\_\_\_

5.4 Number of calendar days needed for completion of project: \_\_\_\_\_ calendar days.

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 entered on Attachment H, Excel Bid Reply Sheet for each line item, and such price shall include total cost unless otherwise specified. A total shall be figured and entered on 5.3 above. In case of discrepancy between the unit price and the extended price, the unit price will be presumed correct. Enter number of calendar days as requested.

**6. INSURANCE/CERTIFICATES/LICENSE** - Bidders are required, in accordance with Bid document 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 construction of 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.

(seal)

## CONTRACTOR'S QUESTIONNAIRE

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

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

Dated at \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
(Location)

Name of Organization/Contractor: \_\_\_\_\_

By: \_\_\_\_\_  
Name and Title

Seal:

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

1. Corporation, Partnership, Joint Venture, Individual or other? \_\_\_\_\_

2. Firm's name and main office address, telephone and fax numbers

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

3. Firm's previous names (if any). \_\_\_\_\_

4. How many years has your organization been in business as a contractor? \_\_\_\_\_

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

Project Number 1

---

Project Name:

---

Description:

---

---

Location:

---

Client Name and Phone Number:

---

Value of Total Contract:

---

Firm's Percentage of Total Contract:

---

Number of Change Orders:

---

Value of Change Orders:

---

Was Project Completed on Schedule:

---

Was Project Completed within Budget?

---

Project Number 2

---

Project Name:

---

Description:

---

---

Location:

---

Client Name and Phone Number:

---

Value of Total Contract:

---

Firm's Percentage of Total Contract:

---

Number of Change Orders:

---

Value of Change Orders:

---

Was Project Completed on Schedule:

---

Was Project Completed within Budget?

---

Project Number 3

---

Project Name:

---

Description:

---

---

Location:

---

Client Name and Phone Number:

---

Value of Total Contract:

---

Firm's Percentage of Total Contract:

---

Number of Change Orders:

---

Value of Change Orders:  
Was Project Completed on Schedule:  
Was Project Completed within Budget?

Project Number 4

Project Name:  
Description:  
  
Location:  
Client Name and Phone Number:  
Value of Total Contract:  
Firm's Percentage of Total Contract:  
Number of Change Orders:  
Value of Change Orders:  
Was Project Completed on Schedule:  
Was Project Completed within Budget?

Project Number 5

Project Name:  
Description:  
  
Location:  
Client Name and Phone Number:  
Value of Total Contract:  
Firm's Percentage of Total Contract:  
Number of Change Orders:  
Value of Change Orders:  
Was Project Completed on Schedule:  
Was Project Completed within Budget?

6. List subcontractors and major material suppliers for the project. Include telephone numbers. Attach additional sheets if necessary.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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6. Financial statement (optional) listing assets and liabilities. Attach additional sheets if necessary. May be requested after bid openings in process of bid evaluations.
8. List projects where failure to complete work awarded to you occurred. List the name of project, location, client, engineer, date and reason. Use additional pages if needed.

Total Number of Projects where Failure to Complete Work Occurred: \_\_\_\_\_

Project Number 1

Project Name: \_\_\_\_\_

Project Location: \_\_\_\_\_

Client Name and Phone Number: \_\_\_\_\_

Engineer Name and Phone Number: \_\_\_\_\_

Date: \_\_\_\_\_

Reason: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

9. Status of current contracts. Please provide the number of current contracts as well as a sample list of the projects currently underway. Use additional pages if needed.

Number of Current Contracts: \_\_\_\_\_

Contract 1

Project: \_\_\_\_\_

Client: \_\_\_\_\_

Contract Value: \_\_\_\_\_

Percent Complete: \_\_\_\_\_

Anticipated Completion Date: \_\_\_\_\_

Contract 2

Project: \_\_\_\_\_

Client: \_\_\_\_\_

Contract Value: \_\_\_\_\_

Percent Complete: \_\_\_\_\_



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

**CITY OF PORT SAINT LUCIE  
CONTRACT FORM**

This CONTRACT, executed this \_\_\_\_\_ day of \_\_\_\_\_, 2012, 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:

**NOTIFICATIONS**

- |   |  |
|---|--|
| As used herein the Project Manager shall mean:                | Edith Majewski, or her designee.<br>City's Engineering Department<br>(772) 344-4035                                      |
| As used herein the Contract Supervisor shall mean:            | Roxanne Chesser, P.E. or her designee.<br>City's Engineering Department<br>(772) 871-7340.                               |
| As used herein the Consulting Engineers of Record shall mean: | Culpepper & Terpening, Inc.<br>Nathaniel R. Willbur, P.E.<br>2980 South 25 <sup>th</sup> Street<br>Fort Pierce, FL 34981 |
| As used herein the CEI for this project shall mean:           | TBD  |
| As used herein the Contract Administrator shall mean:         | City Contract Specialist, as assigned by<br>the City's Office of Management &<br>Budget (772) 871-5223.                  |

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

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20120050-BM, **Marion Avenue Sidewalk Project, Local Agency Program (LAP) Funded** including Contract Plans, sheets #1 through #42, any Plan revisions; Federal Required Contract Provisions; FDOT Specifications, LAP Specifications and Technical Specifications and all other restrictions and requirements.

## SECTION II TIME OF PERFORMANCE

The Contract Period start date will be to be added and will terminate to be added calendar days thereafter on to be added. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. 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. Written requests shall be submitted to the Contract Supervisor for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels he has no control. Requests for time extensions shall be submitted immediately but in no event more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

## SECTION III COMPENSATION

The total amount to be paid by the City to the Contractor is on a per unit price basis at \$ to be added after award, which includes the one time ten-dollar (\$10.00) payment for indemnification as provided in Section V herein. 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 payment 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 within 30 days after the receipt of the Pay Request. Retainage will be held as per Florida Statute Section 218.735 8(a)-(b) of ten percent (10%) on each invoice submitted until the City has expended 50% of the total cost of the construction. After 50-percent completion of the construction services a 5% Retainage will be withheld from each subsequent progress payment made to the Contractor. The Contractor may, after 50% completion of the construction services purchased as per this Contract, request payment for up to one-half of the held Retainage. 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 within 30 days after final completion of work and the City's acceptance of project. Partial Release of Liens from all contractors, subcontractors, suppliers for materials and sub-sub contractors are to be attached to each invoice. 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 fully performed, City will promptly issue a final certificate, stating that the work provided for in this Contract has been completed and that acceptance under the terms and the conditions thereof is recommended and the entire balance due the Contractor, subject to the Standard Specifications and to any liquidated damages, if any assessed against the Contractor, will be paid to the Contractor within thirty (30) calendar days after the date of said final certificate.

Payment shall be made within thirty (30) calendar days of receipt of Contractor's valid invoice, provided invoice is accompanied by adequate supporting documentation, partial release of liens and approved by the City's Project Manager.

Before issuance of final certificate, 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.

Such compensation includes all expenses incurred by the Contractor for all 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 prosecution of the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work.

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

This Bid requires Compliance with FDOT requirements. The Florida Department of Transportation (FDOT) will withhold progress payments from the Contractor for failure to comply with the requirements.

#### **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 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 Contractor and all persons employed or utilized by the Contractor in the performance of the Contract. As consideration for this indemnity provision the Contractor shall be paid the sum of \$10.00 (ten dollars), before execution of this contract.

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 Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes.

Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for any auto, owned, non-owned and hired automobiles. 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.

Commercial General Liability for public liability during the lifetime of this Contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements, Pollution/Hazardous Material Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the City shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

Except as to Workers' Compensation and Employers' Liability, said Certificate shall clearly state that coverage required by the contract has been endorsed to include FDOT and 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, to its Commercial General Liability Policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipal corporation of the State of Florida, its officers, employees and agents and shall include Contract #20120050 Marion Avenue Sidewalk Project, LAP (Local Agency Program) Funded, City of Port St. Lucie and the Florida Department of Transportation"**. The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage there under. Said liability insurance must be acceptable 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 agreement to exceed the above limits, the Selected Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

The Contractor is required to list the Florida Department of Transportation (FDOT) as an additional insured on all required insurance certificate. The Contractor is responsible for coordinating the required language with FDOT.

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 an 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.

Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's 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 Employer's 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 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. The City will execute the Contract, it being 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 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 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. 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 Contractor to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation may be cause for the annulment of the award.

## **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. All changes will 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. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, and so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence before starting the work involved in the change.

**SECTION VIII  
COMPLIANCE WITH LAWS**

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all local, state and federal laws and regulations. Contractor will comply with the requirements of 28 C.F.R. § 35.151.

**Wage Rate Provision**

For this Contract, payment of predetermined minimum wages applies. The U.S. Department of Labor Wage Rates applicable to this Contract are listed in Wage Rate Decision Number(s) **FL120239 01/06/2012 FL239** as modified up through ten days prior to the opening of bids. Obtain the applicable General Decision(s) (Wage Tables) through the FDOT's website and ensure that employees receive the minimum wages applicable. Review the General Decisions for all classifications necessary to complete the project.

When multiple wage tables are assigned to a Contract, general guidance of their use and examples of applicability are available on the FDOT's website. Contact the Department's Wage Rate Coordinator before bidding if there are any questions concerning the applicability of multiple wage tables. The URL for obtaining the Wage Rate Decisions is [www.dot.state.fl.us/construction/wage.htm](http://www.dot.state.fl.us/construction/wage.htm).

Contact the FDOT's Wage Rate Coordinator at (850) 414-4251 if the FDOT's website cannot be accessed or there are questions.

General Decision Number: FL120239 01/06/2012 FL239

Superseded General Decision Number: FL20100338

State: Florida

Construction Type: Highway

County: St Lucie County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/06/2012

ELEC0323-003 09/05/1993

	Rates	Fringes
ELECTRICIAN.....	\$ 15.88	21.5%

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ENGI0487-018 01/01/2010

	Rates	Fringes
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OPERATOR: Crane Group 1 - All Tower Cranes Mobile, Rail, Climbers, Static-Mount; All Cranes with Boom Length 150 Feet & Over (With or without jib) Friction, Hydro, Electric or Otherwise; Cranes 150 Tons & Over; Cranes with 3 Drums (When 3rd drum is rigged for work); Gantry & Overhead Cranes; Hydro Cranes Over 25 Tons but not more than 50 Tons; Hydro/Friction Cranes; All Type of Flying Cranes; Finish Grader; Concrete Pumping Machine with Boom Attachments.....	\$ 28.30	8.78
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Group 2 - Cranes with Boom Length Less than 150  
 Feet (With or without jib; Hydro Cranes 25 Tons &  
 Under, & Over 50 Tons.....

	\$ 27.57	8.78
OPERATOR: Ciler.....	\$ 22.24	8.78

-----  
 \* IRON0402-005 10/01/2011

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 22.22	7.65

-----  
 SUFL2009-235 08/05/2009

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER.....	\$ 12.00	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 11.97	2.23
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 13.16	0.00
IRONWORKER, REINFORCING.....	\$ 15.42	0.00
LABORER: Asphalt Shoveler.....	\$ 10.70	0.00
LABORER: Common or General.....	\$ 9.57	0.73
LABORER: Flagger.....	\$ 10.82	3.15
LABORER: Grade Checker.....	\$ 10.50	0.55
LABORER: Landscape and Irrigation.....	\$ 10.10	0.00
LABORER: Luteman.....	\$ 10.32	0.00
LABORER: Mason Tender-Cement/Concrete.....	\$ 12.00	1.80
LABORER: Pipelayer.....	\$ 14.01	2.15
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws.....	\$ 11.27	2.33
OPERATOR: Asphalt Paver.....	\$ 12.00	2.05
OPERATOR: Asphalt Plant.....	\$ 12.20	0.00
OPERATOR: Asphalt Spreader.....	\$ 10.76	0.00
OPERATOR: Auger.....	\$ 19.40	0.44
OPERATOR: Backhoe Loader - Combo.....	\$ 18.00	1.39
OPERATOR: Backhoe.....	\$ 10.75	0.00
OPERATOR: Boom.....	\$ 16.61	0.00
OPERATOR: Bulldozer.....	\$ 15.96	1.96
OPERATOR: Distributor.....	\$ 12.43	0.00
OPERATOR: Drill.....	\$ 13.00	1.59
OPERATOR: Grader/Blade.....	\$ 16.34	1.78
OPERATOR: Loader.....	\$ 16.13	0.00
OPERATOR: Mechanic.....	\$ 16.20	3.25
OPERATOR: Milling Machine.....	\$ 11.50	1.68
OPERATOR: Paver.....	\$ 12.85	0.00

OPERATOR: Piledriver.....	\$ 14.15	2.26
OPERATOR: Roller.....	\$ 9.86	1.53
OPERATOR: Scraper.....	\$ 12.25	1.83
OPERATOR: Screed.....	\$ 12.85	0.00
OPERATOR: Tractor.....	\$ 13.63	1.00
OPERATOR: Trencher.....	\$ 12.05	0.40
PAINTER: Spray and Steel.....	\$ 16.62	0.00
TRUCK DRIVER: Distributor.....	\$ 13.22	2.01
TRUCK DRIVER: Dump Truck.....	\$ 10.48	1.97
TRUCK DRIVER: Lowboy Truck.....	\$ 12.00	0.00
TRUCK DRIVER: Material Truck.....	\$ 13.15	9.80
TRUCK DRIVER: Tractor Haul - Truck.....	\$ 10.64	0.00
TRUCK DRIVER: Water Truck.....	\$ 10.50	0.00
TRUCK DRIVER: 10 Yard Haul Away.....	\$ 12.50	0.00

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses(29CFR 5.5 (a) (1) (ii)).  
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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

## **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**

When required materials have been delivered and required work performed Contractor shall submit a request for inspection in writing to the Contract Supervisor.

## **SECTION XI DELIVERY DOCUMENTATION**

Where Contract provides in whole or in part, for the sale and purchase of materials Contractor shall prepare a delivery ticket in triplicate for each shipment of material delivered to the City. The delivery ticket shall be signed by the Project Manager or his/her designee receiving the material. One copy shall be given to the Contract Supervisor or his/her designee with the material. The Contractor shall retain one copy, and one copy shall accompany the Contractor's invoice.

## **SECTION XII INSPECTION AND CORRECTION OF DEFECTS**

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Contract Supervisor shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section III. If, on such inspection the Contract Supervisor is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Upon failure of the Contractor to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five (5) days written notice to the Contractor, the City may, without prejudice to any other remedy he may have, correct such deficiencies. The Contractor shall be charged all costs incurred to correct deficiencies. Such examination, inspection, or tests made by the Contract Supervisor, at any time, shall not relieve Contractor of his responsibility to remedy any deviation, deficiency, or defect.

## **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.

The City shall be listed as an original owner on all manufacturers' warranties, if any, for materials and services. The warranties shall include a load rating at the end of construction that meets or exceeds AASHTO and Department standards and requirements.

#### **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 property. The safety provisions of all applicable laws and building and construction codes shall be observed.

#### **SECTION XVI ASSIGNMENT**

The Contractor shall not delegate, sublet or subcontract any part of the work, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title of interest therein or his obligations there under, or monies due or to become due under this Contract, without prior written consent of the City. Contractor must perform at least thirty percent (30%) of the contracted scope of work. In case the Contractor assigns remaining percent or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this Contract. Any assignment of the Contract shall in no way affect any provisions of Specifications or the Contract Documents.

#### **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, or as modified as provided 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 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 cost incurred by it in its completion of the work and/or materials. 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 necessary therefore.

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated 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 One Thousand One-Hundred Forty-Eight dollars and 00/100 dollars (\$1,148.00) 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 amount thereof.

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 embargoes 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 notify the City in writing within two (2) days of official notice of scheduled delivery or scheduled work of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable 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 vendor/Contractor thirty (30) days notice in writing. Upon delivery of said notice and upon expiration of the thirty (30) day period, the vendor/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. All design work performed will become the property of the City at termination of contract and submitted to City in the format the City dictates.

#### **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  
OWNER-FURNISHED PRODUCTS**

The City may not pre-purchase material on behalf of the Contractor for use on this project. Local agency tax savings programs are not allowed for this federal project. The Contractor is responsible for purchasing any needed materials for this project.

**SECTION XXI  
FIELD CHANGES**

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 extension of the Contract Time. Such changes shall be effected by written order and signed by the City, the Project Manager and the Contractor. The Contractor shall carry out such written orders promptly. Change orders in amounts exceeding \$25,000.00 require City Council approval.

**SECTION XXII  
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.

**SECTION XXIII  
RENEWAL OPTION**

**"Not Applicable"**

**SECTION XXV  
ENTIRE CONTRACT**

The written terms and provisions of this Contract shall supersede all prior verbal statements of any official or other representative of the City. 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 intentionally left 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)

\_\_\_\_\_  
Print Representative's Name

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Before me personally appeared: \_\_\_\_\_ )  
(please print)

Please check one:

Personally known \_\_\_\_\_

Produced Identification: \_\_\_\_\_  
(type of identification)

SAMPLE PAGE ONLY

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 \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Signature

Notary Public-State of \_\_\_\_\_ at Large.

My Commission Expires \_\_\_\_\_.

(seal)

# DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 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

CITY OF PORT ST LUCIE  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, Florida, 34984  
772-871-5223

## REFERENCE FORM

**Bidder's Instructions: Fill out top portion only. The City will send form to reference company for completion by them after City's receipt of form in BID Response.**

(Please print or type)

**BID #20120050-BM**

**Title: Marion Avenue Sidewalk Project, LAP Funded**

Bidder Name/Company: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Person to contact: \_\_\_\_\_

**Reference Company Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Referenced company to 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 Bidder. \_\_\_\_\_

\_\_\_\_\_

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) if any? \_\_\_\_\_

\_\_\_\_\_

How many change orders were requested by this Bidder? \_\_\_\_\_

\_\_\_\_\_

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 Company again? Yes [ ] No [ ] Maybe [ ]

Comments: \_\_\_\_\_

\_\_\_\_\_

Signature of Reference: \_\_\_\_\_

For OMB Use Only	
Reference Checked	
Clerk Checked	

**CITY OF PORT ST. LUCIE, FLORIDA**  
**SEALED BID NO. 20120050-BM**  
**PROJECT NO. 425714-1-58-01**  
**PROJECT TITLE: Marion Avenue Sidewalk Project**  
**Local Agency Program (LAP) Funded**

**SUBSTITUTION SHEET**

DESCRIPTION OR BID ITEM NO.	MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
			\$ _____	\$ _____
			\$ _____	\$ _____
			\$ _____	\$ _____
			\$ _____	\$ _____
			\$ _____	\$ _____
			\$ _____	\$ _____

**CITY OF PORT ST. LUCIE, FLORIDA**  
**SEALED BID NO. 20120050-BM**  
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**Local Agency Program (LAP) Funded**

**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? \_\_\_\_\_



**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**  
**SEALED BID NO. 20120050-BM**  
**PROJECT NO. 425714-1-58-01**  
**Marion Avenue Sidewalk Project**  
**Local Agency Program (LAP) Funded**

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;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder 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 Bidder, 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 Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, 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 Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder 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, FLORIDA**  
**SEALED BID NO. 20120050-BM**  
**PROJECT NO. 425714-1-58-01**  
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**Local Agency Program (LAP) Funded**

**FLORIDA TRENCH SAFETY COMPLIANCE**

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96), Laws of Fl., effective October 1, 1990. The Bidder further identifies the costs to be summarized below:

	Trench Safety Measure {Description}	Units of Measure {LF, SY}	Unit Quantity	Unit Cost	Extended Cost
A.	_____	_____	_____	_____	_____
B.	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____
D.	_____	_____	_____	_____	_____
E.	_____	_____	_____	_____	_____
F.	_____	_____	_____	_____	_____

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.

CITY OF PORT ST. LUCIE, FLORIDA  
SEALED BID NO. 20120050-BM  
PROJECT NO. 425714-1-58-01  
PROJECT TITLE: Marion Avenue Sidewalk Project  
Local Agency Program (LAP) Funded

**BUY AMERICA CERTIFICATE OF COMPLIANCE**

**CERTIFICATE OF COMPLIANCE**



**COMPLIANCE**

The Bidder hereby certifies that it will comply with the requirements of 23 C.F.R. 635.410, as amended, and utilize only iron or steel manufactured in the United States, or components made with iron or steel that meet the Buy America requirements. Bidder acknowledges that it will be required to produce Buy America certification(s) from the producer(s) of the steel or iron or components prior to incorporating any such materials into the work or project.

Company Name: \_\_\_\_\_

Authorized By: \_\_\_\_\_  
(Sign) (Print Name)

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**CITY OF PORT ST. LUCIE, FLORIDA**  
**SEALED BID NO. 20120050-BM**  
**PROJECT NO. 425714-1-58-01**  
**PROJECT TITLE: Marion Avenue Sidewalk Project**  
**Local Agency Program (LAP) Funded**

**CERTIFICATION REGARDING LOBBYING**

The undersigned Bidder/Contractor certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying", 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (3) The undersigned shall require that the language of this certification be included in the awards documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352 (1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure]

The Bidder/Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Company Name: \_\_\_\_\_

Authorized By: \_\_\_\_\_  
(Sign) (Print Name)

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**CITY OF PORT ST. LUCIE, FLORIDA**  
**SEALED BID NO. 20120050-BM**  
**PROJECT NO. 425714-1-58-01**  
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***Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--  
Primary Covered Transactions***

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

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

(c) are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

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

Company Name: \_\_\_\_\_

Authorized By: \_\_\_\_\_  
(Sign) (Print Name)

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**CITY OF PORT ST. LUCIE, FLORIDA**  
**SEALED BID NO. 20120050-BM**  
**PROJECT NO. 425714-1-58-01**  
**PROJECT TITLE: Marion Avenue Sidewalk Project**  
**Local Agency Program (LAP) Funded**

**TRENCH SAFETY ACT COMPLIANCE STATEMENT**

Project Name: **Marion Avenue Sidewalk Project Local Agency Program (LAP) Funded –SB#20120050**

Project Location: Port St. Lucie, Florida

Project Number: 428660-1-58-01

Project Location: Port St. Lucie Boulevard, City of Port St. Lucie, State of Florida

**Instructions:**

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

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

**Certification**

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
  
2. The estimated cost imposed by compliance with The Trench Safety Act will be:  
  
\_\_\_\_\_ Dollars  
(Written) (Figures)
  
3. The amount listed above has been included within the Base Bid.

Certified: \_\_\_\_\_  
(Company-Contractor)

By: \_\_\_\_\_  
(President's Signature)  
(President's Typed or Printed Name)

Sworn to and subscribed before me in \_\_\_\_\_ County, Florida on the \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**E-VERIFY**

375-040-68  
PROCUREMENT  
06/11

Contract No: \_\_\_\_\_

Financial Project No(s): \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant :

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

Company/Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ADDITIONAL GENERAL REQUIREMENTS**  
**TABLE OF CONTENTS**

<u>Article</u>	<u>Description</u>
1	DEFINITION OF TERMS
2	PLANS, SPECIFICATIONS AND RELATED DATA
3	ENGINEER - CITY - CONTRACTOR RELATIONS
4	MATERIALS AND WORKMANSHIP
5	INSURANCE, LEGAL RESPONSIBILITY AND PUBLIC SAFETY
6	PROGRESS AND COMPLETION OF WORK
7	MEASUREMENT AND PAYMENT
8	MISCELLANEOUS

**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 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, covenanter 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) - 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. The Engineer of Record is designated in the Special Conditions.

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.

Engineer: The Director, Office of Construction, acting directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them.

Note: In order to avoid cumbersome and confusing repetition of expressions in these Specifications, it is provided that whenever anything is, or is to be done, if, as, or, when, or where "acceptable, accepted, approval, approved, authorized, condemned, considered necessary, contemplated, deemed necessary, designated, determined, directed, disapproved, established, given, indicated, insufficient, ordered, permitted, rejected, required, reserved, satisfactory, specified, sufficient, suitable, suspended, unacceptable, or unsatisfactory," it shall be understood as if the expression were followed by the words "by the Engineer," "to the Engineer," or "of the 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 Agreement.

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, 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.

The technical specifications contained in the LAP Specifications 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.

It shall be the Contractor's responsibility to ensure all bidding, construction, inspections, certifications, and considerations for the construction of the utility portion of this contract be in strict conformance with the City of Port St Lucie Utilities Systems Department's Technical Specifications and Construction Standards, latest revision.

#### **2.1.1 LAP SPECIFICATIONS FOR THIS SCOPE OF WORK – DETAILS IN ATTACHMENTS A, B, C, D, E, F and G OF THIS BID DOCUMENT**

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. Change Orders
- B. Addendums
- C. Amendments
- D. Special Provisions/Conditions
- E. Plans/Construction Drawings
- F. Supplemental Specifications
- G. 2010 FDOT Standard Specifications for Road and Bridge Construction

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 SAMPLING AND TESTING - Except as otherwise provided, sampling and testing of all materials, and the laboratory methods and testing equipment required under these specifications shall be in accordance with the latest standards or tentative of the American Society for Testing Materials and the Florida Department of Transportation.

The Contractor shall furnish any required samples without charge. The City / Engineer shall be given sufficient notification of the placing of orders for materials to permit testing. When the Contractor represents a material or an item of work as meeting Specifications and under recognized test procedures it fails, the Contractor shall be responsible for all expenses associated with failed tests, billed at the Testing Laboratory's standard rate for individual tests.

It is expected that all inspections and testing of materials and equipment will be done locally. If the Contractor desires that inspections or tests be made outside of the local area all expenses, including per diem for the Engineer or Inspectors, shall be borne by the Contractor. The selected location will be reviewed and approved by the Engineer and City.

The Contractor shall give the Engineer and the Geotechnical Engineer at least one (1) day's prior notice of readiness of the work for all required inspections, tests or approvals. Should standby time occur by the testing field technician, time in excess of one (1) hour waiting for scheduled work to be completed prior to performing any required test per working day will be charged directly to the Contractor, unless previously approved by City. Any test not meeting specification requirements shall be charged directly to the Contractor.

2.7 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 definitions/instructions:

- A. 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.
- B. 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.
- C. Permanent Works. All the permanent structures and parts thereof required of the completed Contract.
- D. 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.

- E. 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.
- M. 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 LAP Specifications. 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.

2.8 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. Substitutions approved and accepted by the City 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 of Contract price.

2.9 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.

### **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 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 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 LAP Standard Specification when determined appropriate in the City's sole judgment.

Neither additional compensation nor 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.

**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 Standard Specification, 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

LAP Standard Specification. The Contractor is not entitled to any additional compensation for the removal of equipment from clear zones or for compliance with LAP Standard Specification Sections.

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.

Contractor shall 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, the Contractor shall remove or uncover such portions of the finished work as directed. After examination, the Contractor shall 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, the Contractor shall perform the uncovering or removal, and the replacing of the covering or making good of the parts removed, at no expense to the City.

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 LAP Standard Specification.
- L. Fails to maintain required insurance per contract documents.

For a notice based upon reasons stated in Subparagraphs A through L: 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 Article 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.

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 then the Contractor and the surety shall be liable and shall pay the City the amount of costs.

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 Articles. 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 as well as any night work that may become necessary to complete project.

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 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 2010 Edition", the "Design Standards 2010 Edition", these Contract Documents, and all applicable LAP 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. Notification of Quality Assurance Inspection Arrangements for Fabrication of Critical Items (if applicable). Submit to the Engineer a fabrication schedule for all items requiring commercial inspection, before or at the pre-construction meeting. These items include, but are not limited to steel bridge components, overhead cantilevered sign supports with cantilevered arms exceeding 45 feet (14 m), moveable bridge components or any other item identified as an item requiring commercial inspection in the contract documents.
4. Approval of Source of Supply. Before delivering material obtain the Engineer's approval of the source of supply. Submit for examination representative preliminary samples, of the character and quantity prescribed. The City will test the samples in accordance with the method referred to under LAP Standard Specification. If, after trial, the City determines that an approved source of supply does not contain a uniform, acceptable product, or the product from any source is unacceptable at any time, furnish material from other approved sources.

Use only mineral aggregates that are produced under a Department approved Producer Quality Control Program (QC) that is in accordance with the Department's requirements and procedures for obtaining and maintaining Department approval of developed and operational mineral aggregate sources (mines and redistribution terminals), and with the Department's Mineral Aggregate Manual. Furnish an individual certification with each haul unit load of materials shipped, attesting that those specific materials were produced under a Department-approved QC and that they fully meet the requirements of these specifications.

Do not use materials that were produced after July 1, 1991, by convict labor for federal-aid highway construction projects unless the prison facility has been producing convict-made materials for the federal-aid highway construction projects before July 1, 1987. Use materials that were produced prior to July 2, 1991, by convicts on federal-aid highway construction projects free from the restrictions placed on the use of these materials by 23 U.S.C. 114.

The City will limit the use of materials produced by convict labor for use in federal-aid highway construction projects to (1) materials produced by convicts on parole, supervised release, or probation from a prison, or (2) materials produced in a qualified prison facility. The amount of such materials produced for federal-aid highway construction during any 12-month period shall not exceed the amount produced in such facility for use in such construction during the 12-month period ending July 1, 1987.

5. Source of Supply-Steel (Federal-Aid Contracts Only): For Federal-aid Contracts, only use steel and iron produced in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melding and mixing and continuing through the bending and coating stages. A manufactured steel or iron product is complete only when all grinding, drilling, welding, finishing and coating have been

completed. If a domestic product is taken outside the United States for any process, it becomes foreign source material. When using steel and iron as a component of any manufactured product incorporated into the project (e.g., concrete pipe, pre-stressed beams, corrugated steel pipe, etc.), these same provisions apply, except that the manufacturer may use minimal quantities of foreign steel and iron when the cost of such foreign materials does not exceed 0.1% of the total Contract amount or \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Provide a certification from the producer of steel or iron, or any product containing steel or iron as a component, stating that all steel or iron furnished or incorporated into the furnished product was manufactured in the United States in accordance with the requirements of this specification and the Buy America provisions of 23 CFR 635.410, as amended. Such certification shall also include (1) a statement that the product was produced entirely within the United States, or (2) a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at \$ (actual value). Furnish each such certification to the Engineer prior to incorporating the material into the project. When FHWA allows the use of foreign steel on a project, furnish invoices to document the cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project.

E. Inspection and Tests at Source of Supply

1. General. If the volume, progress of the work, and other considerations warrant, the Engineer may inspect the materials at the source of supply.
2. Cooperation by the Contractor. 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. City Not Obligated to Make Inspection at Source. The City is not obligated to make an inspection of materials 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.

F. Control by Samples and Tests.

1. Materials to be Tested, Samples. The Engineer may test materials by means of samples, or otherwise, at production points and after delivery. The City will perform and pay for such tests. Afford such facilities as the Engineer requires for collecting and forwarding samples, and do not make use of, or incorporate in the work, any materials represented by the samples until the Engineer tests and finds the materials acceptable. Furnish and deliver the required material necessary to take samples, to the point that the Engineer designates, at no expense to the City.

2. Pavement Samples: For both based course and surface course pavements, furnish samples taken from the completed work at any location that the Engineer indicates, and immediately replace the areas so removed with materials and construction that meet the requirements of these specifications and to the line and grade of the immediate surrounding pavement surface. The City will not allow additional compensation for furnishing such samples and replacing the areas with new pavement.
3. Applicable Standards: Methods of sampling and testing materials are in accordance with Florida Methods as covered therein. Otherwise, they shall be in accordance with standards of AASHTO, ASTM, or other criteria as specifically designated. Where an AASHTO, ASTM or other non-Florida Method is designated, and a Florida Method which is similar exists, the City will require sampling and testing in accordance with the Florida Method.

Whenever any Florida, AASHTO, ASTM or other standards are referenced in these specifications without identification of the specific time of issuance, use the most current issuance, including interims or addendums thereto, at the time of advertisement for bids for a project.

4. Soil Bearing Tests: The City will determine the bearing value of soils using the City's Florida Soil Bearing Tests or by the methods required for the Limerock Bearing Ratio Method, whichever is designated in the plans.
5. Sieves. Use sieves meeting the requirements of AASHTO M 92.
6. Acceptance on Tests of Producer's Samples: The City, in order to expedite the work, may accept certain materials on the basis of tests made on advance samples taken and submitted by the producer, provided that the Engineer tests a representative number of samples of the material after the material arrives at the worksite and the City confirms that the material meets the requirements of these specifications. In the event that the Engineer's tests of these samples do not substantiate those made on the advance samples submitted by the producer, and the Engineer determines that there is evidence that this privilege of expediting the use of the material is being abused, then the City will no longer extend this privilege to the such producer.
7. Preparation and Shipping of Samples: Attach a card to each producer's sample, showing the following information: Project designation, intended use of material, name of producer, source of supply, quantity represented by sample, date sampled, and any other information pertinent to the material or work. Use care in preparing and shipping samples. Check that packages are clean before placing material therein. Tie or close and securely wrap the packages.
8. Inspection at Plants: Provide the Engineer with access to all parts of all paving or other plants connected with the work to verify weights or proportions and character of materials, and to determine temperatures used in preparing materials and mixtures. Facilitate and assist in the Engineer's verification of the accuracy of all scales, measures, and other devices, and protect such devices from the wind and elements whenever such protection is necessary.
9. Aggregate Samples: The Engineer will select and take all samples from all aggregates entering into asphalt concrete mixes. Advise the Engineer as to location and source

three weeks prior to the time the aggregates are needed for the design of the mix, so that the Engineer can arrange to take the samples.

10. Asphalt Concrete Mix Design: For the designs of asphalt concrete mixes that are to be provided by the Contractor, the Contractor will establish not more than three design mixes, without charge, for each type of mixture on any one contract.
11. Materials Accepted Based on Producer's Certification: Identify materials that the Engineer has accepted based on producers' certification by production LOT or other acceptable means that shows a direct tie between the certification and the material being used. The City will use such identification when doing verification testing. Ensure that the certification is signed by a legally responsible person from the producer and is provided on the producer's letterhead.
12. Materials Accepted Based on Manufacturer's Certification: The Engineer will accept certain manufactured products for use on City contracts upon receipt of a satisfactory certification stating that the product meets the acceptance criteria requirements of the City's specifications. Manufactured products whose acceptance is based on a manufacturer's certification are so identified in the LAP Standard Specifications. The Engineer reserves the right to sample these materials in accordance with the provisions of this specification.
13. Manufacturer's may obtain the sample certification forms through the Department's web site.
14. It is the sole responsibility of the Contractor to obtain, verify completeness and submit the certification to the Engineer before incorporating such manufactured products into the project.

#### 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, to facilitate prompt inspection, and to minimize noise impacts on sensitive receivers. More detailed specifications concerning the storage of specific materials are prescribed under the applicable specifications. The City may reject improperly stored materials. Private property shall not be used for storage purposes unless permitted by the Private Property Owner.

If the City allows, the Contractor may use a portion of the right-of-way for storage purposes and for placing the Contractor's plant and equipment. Use only the portion of right-of-way that is outside the clear zone, which is the portion not required for public vehicular or pedestrian travel.

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 conditions 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.

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 withhold all estimates that are or may become due, or 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 the General Requirements.

**4.7 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 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 Engineer has approved the material's use. Upon failure to comply promptly with any order of the Engineer made under the provisions of this article, the 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 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 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 Engineer will consider any haul unit load of mineral aggregates received for a City project as defective without an individual certification as required by LAP Standard Specification.

**4.8 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.

**4.9 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.

**4.10 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 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.

4.11 GUARANTEE - The Contractor shall warrant all equipment and materials furnished and work performed by him for a period of one (1) year 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 the General Requirements. 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**

### **RESPONSIBILITY AND PUBLIC SAFETY FOR COMPLIANCE WITH LAWS.**

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 himself 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, he shall forthwith report the same to the Engineer and City in writing. He shall at all times himself observe and comply with and cause all his 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 his 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 his 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 LAP Standard Specifications.

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 his 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 in the time stated in the Contract or consistent with any change orders properly expedited and approved by the City and 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 (25<sup>th</sup>) 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. LAP Standard Specification, 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 Contract award or at the preconstruction conference, whichever is earlier, submit to the Engineer a work progress schedule for the project. The Engineer will review and respond to the Contractor within fifteen (15) calendar days of receipt.

6.10 PROVISIONS FOR CONVENIENCE OF PUBLIC - Schedule construction operations as 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 Engineer will call a preconstruction conference at a place the Engineer designates to go over the construction aspects of the project. Attend this meeting, along with the City and the various utility companies that will be involved with the milling and resurfacing construction.

## **ARTICLE 7**

### **MEASUREMENT AND PAYMENT**

7.1 PAYMENT - 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.

7.2 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 LAP Standard Specification. City will require dump/fill tickets from the City fill site.

7.3 CONSTRUCTION TOLERANCES - If, in the opinion of the Engineer, the Contractor has made a deliberate attempt to take advantage of the construction tolerances as defined in LAP Standard Specification 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 LAP

Standard Specification, as a pay tolerance. The construction tolerance is not to be construed as defining a revised authorized template.

7.4 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.

7.4 REQUEST FOR PAYMENT - The Contractor may submit to the City not more than once each month on the 10<sup>th</sup> 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.
- C. All partial release of liens have been submitted.
- D. Invoices include purchase order number or Visa number and contract number.

#### 7.6 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. Within 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.
  2. Contractor to be informed in writing of the reasons for not paying the amended amount. Contractor to resubmit request for payment at the amended amount.

7.7 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 Article 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.

H. No purchase order number and/or contract number referenced on request for payment.

7.9 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.

7.10 PAYMENT FOR REJECTED WORK AND MATERIALS - The removal of work and materials rejected under Article 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 Article 4.6 of the General Requirements shall be paid for by the Contractor within thirty (30) days after written notice is given by the Engineer. 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.

7.11 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. 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.

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 Change Order.

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.

7.12 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.

7.13 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.

7.14 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.

7.15 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.

7.16 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.

7.17 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 suppliers or, the City may make joint payments to the Contractor and supplier or Subcontractor.

7.18 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-Builts, 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 LAP Standard Specification.

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 LAP Standard Specification, replace or repair any damage to the accepted work.

**Partial Acceptance:** At the Engineer's sole discretion, the Engineer may accept any portion of the work under the provisions of LAP Standard Specification.

**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.

**7.19 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 General Requirements.

**7.20 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 one (1) year 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.

**8.4 MAINTENANCE OF TRAFFIC** - If critical short-term construction operations require temporary road detours, the City will be given at least forty-eight (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.

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 LAP 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 maintenance of traffic (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 night time, of the installations on the project and the replacement of all equipment and devices not conforming to the approved standards during that inspection. Additional night time 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.

**8.5 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 the LAP Standard Specifications. Unless approved in writing by the Engineer, each driveway shall be prepared so as to allow access by the residents, at the end of each workday.

**8.6 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.

**8.7 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.

8.8 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 7:00 AM to sundown. Any work performed before or after these hours requires a noise permit from the City. The Contractor shall provide forty-eight (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. 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, providing temporary structures of sound deadening/dampening materials.

8.9 SALVAGEABLE ITEMS - Unless otherwise specified, all salvageable items or materials (including fill), as determined by Engineer, shall remain the property of the City. The Contractor will stockpile salvaged items or materials at a location to be designated within five (5) miles of the project boundary limits. Typical examples of salvaged items are valves, hydrants, etc. Items deemed not to be salvageable shall be disposed of by the Contractor.

*(Balance of page intentionally left blank.)*

**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

Bid: # 20120050

Bid Title: **Marion Avenue Sidewalk Project Local Agency Program (LAP) Funded**

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: \_\_\_\_\_

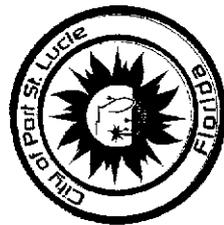


PLANS PREPARED FOR

**CITY OF PORT ST. LUCIE, FLORIDA  
ENGINEERING DEPARTMENT**

**CONTRACT PLANS**

**MARION AVENUE SIDEWALK DESIGN  
FINANCIAL PROJECT ID 425714-1-58-01  
CITY OF PORT ST. LUCIE PROJECT NO. 2011-0061**



**COMPONENTS OF CONTRACT PLANS SET**  
SIDEWALK CONSTRUCTION PLANS

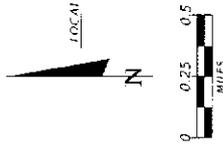
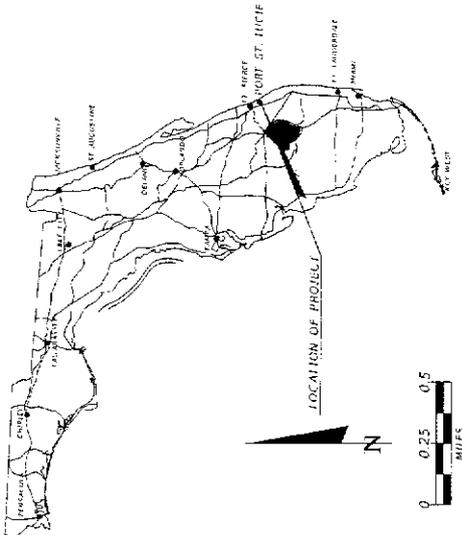
**INDEX OF PLANS**

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	GENERAL NOTES
3	SUMMARY OF PAY ITEMS
4	GENERAL NOTES
5	TYPICAL SECTION
6	TYPICAL DETAILS
7	SUMMARY OF QUANTITIES
8	SUMMARY OF DRAINAGE STRUCTURES
9	PROJECT LAYOUT
10	PLAN & PROFILE
11	SIDEWALK SOIL SURVEY
12	CROSS SECTIONS
13	SYNTHETIC CONTROL PLAN GENERAL NOTES
14	SYNTHETIC CONTROL PLAN CONSTRUCTION PLAN
15	PROPOSED CONSTRUCTION DATED 2010
16	PROPOSED CONSTRUCTION DATED 2010
17	PROPOSED CONSTRUCTION DATED 2010
18	PROPOSED CONSTRUCTION DATED 2010
19	PROPOSED CONSTRUCTION DATED 2010
20	PROPOSED CONSTRUCTION DATED 2010
21	PROPOSED CONSTRUCTION DATED 2010
22	PROPOSED CONSTRUCTION DATED 2010
23	PROPOSED CONSTRUCTION DATED 2010
24	PROPOSED CONSTRUCTION DATED 2010
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37	PROPOSED CONSTRUCTION DATED 2010
38	PROPOSED CONSTRUCTION DATED 2010
39	PROPOSED CONSTRUCTION DATED 2010
40	PROPOSED CONSTRUCTION DATED 2010
41	PROPOSED CONSTRUCTION DATED 2010
42	PROPOSED CONSTRUCTION DATED 2010

**GOVERNING STANDARDS AND SPECIFICATIONS:**  
CONSTRUCTION STANDARDS AND SPECIFICATIONS, DESIGN STANDARDS FOR ROADWAY CONSTRUCTION, AND STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION DATED 2010, AS AMENDED BY CONTRACT DOCUMENTS.  
**APPLICABLE DESIGN STANDARDS MODIFICATIONS:** 1117  
For Design Standards Modifications click on Design Standards at the following web site:  
<http://www.fdot.state.fl.us/design/>

**CITY COUNCIL:**  
JANIS H. ENRIOLA Mayor  
LINDA RAYLE Debralet 1  
MICHELLE LEE BISHOP Debralet 2  
SHANNON M. MARINO Debralet 3  
JACK KOLBY Debralet 4  
JESSE A. BENSCHKE - City Manager  
TERESA WILBUR, P.E. - City Engineer

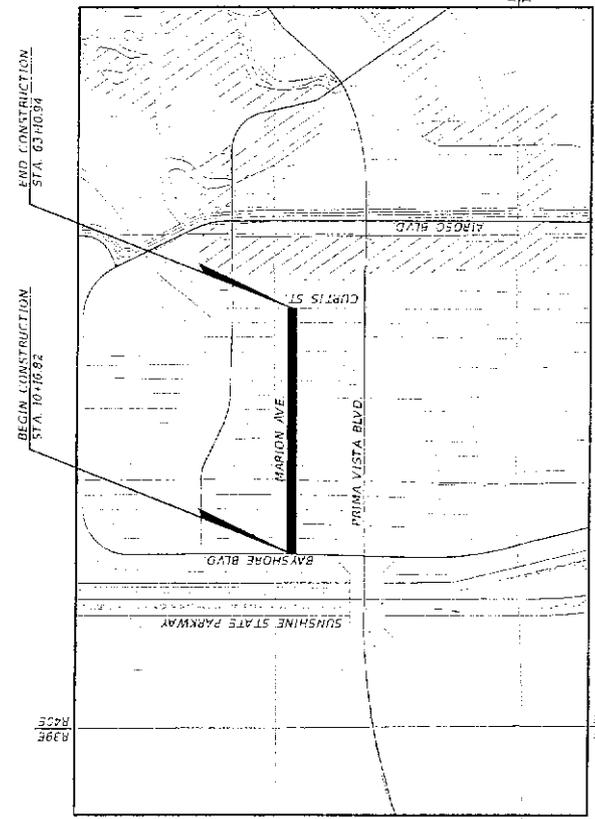
REVISIONS



CONSTRUCTION SHOP DRAWINGS TO BE SUBMITTED TO:  
NATHANIEL R. WILBUR, P.E.  
CULPEPPER & TERPENING, INC.  
2008 SOUTH 25TH STREET  
PORT ST. LUCIE, FLORIDA 34987

PLANS PREPARED BY:  
**CULPEPPER & TERPENING, INC.**  
CONSULTING ENGINEERS | LAND SURVEYORS  
2008 SOUTH 25TH STREET  
PORT ST. LUCIE, FLORIDA 34987  
PH: 888.222.8822 | FAX: 888.222.8822  
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS - REGISTRATION NO. 12128

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION



1:200  
7/3/15

1:200  
7/3/15

100% SUBMITTAL  
DECEMBER 22, 2011



DATE	KEY SHEET REVISIONS	DESCRIPTION

	LENGTH OF PROJECT	MILES
UTILITY		
BRIDGES		
NET LENGTH OF PROJ.	5.29412 LF	1.00
EXCEPTIONS		
GROSS LENGTH OF PROJ.	5.29412 LF	1.00

SB\_20120050-Sidewalk LAP Project

Attachment J

FISCAL YEAR	11
SHEET NO.	7

C&T JOB NO. 11-154

**BID ADDENDUM # 2**  
**BID # 20120050**  
**Addendum Date: May 21, 2012**

**Bid Name: Construction of Marion Avenue Sidewalk**

Please make the following changes/modifications to the subject bid:

The construction plans, Attachment J, have been split into three (3) "equal" sections. The previous split was not split into equal sections. This new split should assist with the download speed.

NOTE: The bid opening date is unchanged.

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/bid to be accepted.

**BID ADDENDUM # 3**  
**BID # 20120050**  
**Addendum Date: June 2, 2012**

**Bid Name: Construction of Marion Avenue Sidewalk**

Please make the following changes/modifications to the subject bid:

Page 3, 6 paragraph last sentence: Please change to Bidding contractors **are not required to be** FDOT certified.

Bid submittals: **Please submit hard copy bids as required on page 7 and page 8.** This is not an E-bid as stated during the pre-bid meeting.

NOTE: The bid opening date is unchanged.

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/bid to be accepted.

**BID ADDENDUM # 4**  
**BID # 20120050**  
**Addendum Date: June 6, 2012**

**Bid Name: Construction of Marion Avenue Sidewalk**

Please make the following changes/modifications to the subject bid:

1. What is the contractor to remove; Pipe?, if so what size and length? The light area next to remove specifies what is to be removed. Sheet 13 is saying to remove the existing concrete headwall)
- 2.. Does the pipe footage include Miter End Section? (Yes)
3. No Detail on Gravity Wall (All gravity walls are per FDOT Index 520)
4. No Detail on Yard Drains (Sheet 7 has a detail of yard drain)
5. Clarify, Optional Pipe Material? (Unfortunately we cannot clarify. The FDOT mandated optional material. We can only dictate the size and capacity not the material.)
6. Please Clarify the bid plan item for Class NS concrete gravity wall calls for 10.4 CY Summary Sheet for item totals 28.4 CY. (Please use the 28.4 CY. The Summary Sheet is correct)

NOTE: The bid opening date is unchanged.

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/bid to be accepted.

**BID ADDENDUM # 5**  
**BID # 20120050**  
**Addendum Date: June 8, 2012**

**Bid Name: Construction of Marion Avenue Sidewalk**

Please make the following changes/modifications to the subject bid:

The total budget for this project including engineering services and construction is \$635,148.00.

NOTE: The bid opening date is unchanged.

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/bid to be accepted.

**BID ADDENDUM # 6**  
**BID # 20120050**  
**Addendum Date: June 13, 2012**

**Bid Name: Construction of Marion Avenue Sidewalk**

Please make the following changes/modifications to the subject bid:

There is a discrepancy in the following:  
Item # 41 - 515-1-2 Aluminum Pedestrian Railing  
Bid Reply Sheet has 477/LF  
Plans have 513/LF

**Please use the plan quantities. A revised bid reply sheet is issued and reflects the correct amounts.**

NOTE: The bid opening date is unchanged.

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/bid to be accepted.



## Florida Department of Transportation

RICK SCOTT  
GOVERNOR

3400 West Commercial Boulevard  
Fort Lauderdale, FL 33309

ANANTH PRASAD, P.E.  
SECRETARY

February 8, 2012

Ms. Patricia Roebing  
City Engineer  
City of Port St. Lucie  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, FL 34984

### **SUBJECT: NOTICE TO PROCEED FOR CONSTRUCTION**

FM No.:	425258-1-58-01	<b>CFDA #20.205</b>
County:	St. Lucie County	
Contract No.:	AQK-52	
Description:	SR-716/Port St. Lucie from Bayshore Blvd. to Petunia Ave.	
Agency:	City of Port St. Lucie	

Dear Ms Roebing:

City of Port St. Lucie is hereby notified of this Notice to Proceed for Construction for the subject project. The total amount of federal funds authorized is \$997,788.00.

Please remember that the City must receive bid concurrence from the Department prior to awarding to the lowest responsible bidder/contractor.

Please note this project must be Advertised and Awarded to a contractor within three months of this Notice to Proceed. Please provide a notice of the preconstruction meeting to Mr. Pat McCann, FDOT District 4 Construction office, 3400 West Commercial Boulevard, Ft. Lauderdale, FL 33309-3421

In order to be eligible for reimbursement by the Department/FHWA, the Agency must comply with all applicable procedures, standards, and directives as described in the Department's Local Agency Program Manual.

For reimbursement from the Department, please provide 4 original invoices with back up material including copies of cancelled checks issued by the Agency to the consultant/contractor. Progressive invoicing is REQUIRED; it is the agency's responsibility to ensure the contractor is invoicing, and the Agency, in turn, are regularly invoicing the Department. This project was authorized by the Federal Highway Administration in January 2012. Should billing not occur by

December 2012, FHWA will consider the project inactive and will move toward de-obligating the funding

Please be advised that this contract will expire on **December 31, 2013**, and any costs incurred after the contract expiration date are not eligible for reimbursement. If you anticipate that the project will not be completed prior to the expiration date, a request for a time extension will need to be submitted to the Department for consideration. This request is needed a minimum of 90 days prior to the expiration date.

Please provide the Department a copy of the Agency Audit Report each year during the life of the project. Send this report to Ms. Karen Maxon, Work Program Office, at the same address as shown above.

After the project is completed please provide a signed original copy of the Final Inspection and Acceptance of Federal-Aid Project, Form 700-010-32 and Material Certification Letter as shown in the LAP Manual Chapter 23. Send this to Mr. Jeffrey LeClaire, FDOT District 4 (Treasure Coast Operations Office), 3601 Orleander Ave. Ft. Pierce, FL 34982.

Thank you for your continuing support of the Local Agency Program.

Should you have any questions, please call your LAP Coordinator Uyen Dang (954) 777-4522 or email at [uyen.dang@dot.state.fl.us](mailto:uyen.dang@dot.state.fl.us).

Sincerely,



Ellen Daniel, PE, CPM  
Local Program Engineer  
Florida Department of Transportation  
District Four

Cc: Pat McCann  
Elizabeth Jett  
Jo Simpson  
File

Revised #2 Bid Reply #20120050 Construction of Marion Sidewalk

Name						
Item #	Spec	DESCRIPTION	UNIT	Qty	Unit Price	Total
1	NUMBER					
2	101-1A	MOBILIZATION	LS	1		\$0.00
3	101-1B	PRE-CONSTRUCTION VIDEO	LS	1		\$0.00
4	102-1	MAINTENANCE OF TRAFFIC	LS	1		\$0.00
5	102-1A	MAINTENANCE OF EXISTING DRAINAGE	LS	1		\$0.00
6	104-10-3	SEDIMENT BARRIER	LF	4339		\$0.00
7	104-11	FLOATING TURBIDITY BARRIER	LF	210		\$0.00
8	104-15	SOIL TRACKING DEVICE	EA	1		\$0.00
9	108-1	CONSTRUCTION LAYOUT/RECORD DRAWINGS	LS	1		\$0.00
10	110-1-1	CLEARING AND GRUBBING	LS	1		\$0.00
11	110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	673.1		\$0.00
12	110-7	MAILBOX (RELOCATE)	EA	6		\$0.00
13	120-1	REGULAR EXCAVATION	CY	361.5		\$0.00
14	120-6	EMBANKMENT	CY	1311.3		\$0.00
15	286-1	TURNOUT CONSTRUCTION (6" CONCRETE DRIVEWAYS)	SY	653.5		\$0.00
16	400-0-11	CLASS NS CONCRETE (RETAINING WALL)	CY	28.4		\$0.00
17	425-1-0	YARD DRAIN	EA	1		\$0.00
18	425-1-521	INLETS, DITCH BOTTOM, TYPE C, < 10'	EA	1		\$0.00
19	425-1-551	INLETS, DITCH BOTTOM, TYPE E, < 10'	EA	1		\$0.00
20	425-1-559	INLETS, DITCH BOTTOM, TYPE E, (MODIFIED)	EA	1		\$0.00
21	425-1-589	INLETS, DITCH BOTTOM, TYPE H, < 10' (MODIFIED)	EA	1		\$0.00
22	425-1-607	INLETS, DITCH BOTTOM, TYPE J, < 10 (SPECIAL)	EA	1		\$0.00
23	425-2-71	MANHOLES, J-7, <10'	EA	3		\$0.00
24	425-11-	DRAINAGE STRUCTURE MODIFY	EA	3		\$0.00
25	430-174-104	PIPE CULVERT (OPTIONAL MATERIAL)(ROUND) (4" SD)	LF	97		\$0.00
26	430-174-115	PIPE CULVERT (OPTIONAL MATERIAL)(ROUND) (15" SD)	LF	24		\$0.00
27	430-174-118	PIPE CULVERT (OPTIONAL MATERIAL)(ROUND) (18" SD)	LF	40		\$0.00
28	430-174-215	PIPE CULVERT (OPTIONAL MATERIAL)(ELLIP) (15" SD)	LF	43		\$0.00

Revised #2 Bid Reply #20120050 Construction of Marion Sidewalk

Item #	Spec	DESCRIPTION	UNIT	Qty	Unit Price	Total
1	NUMBER	DESCRIPTION				
29	430-174-218	PIPE CULVERT (OPTIONAL MATERIAL)(ELLIP) (18" SD)	LF	1181		\$0.00
30	430-174-224	PIPE CULVERT (OPTIONAL MATERIAL)(ELLIP) (24" SD)	LF	150		\$0.00
31	430-174-230	PIPE CULVERT (OPTIONAL MATERIAL)(ELLIP) (30" SD)	LF	20		\$0.00
32	430-963-1	PVC PIPE FOR BACK OF SIDEWALK, 4"	LF	216		\$0.00
33	430-984-121	MITERED END SECTION (OPTIONAL ROUND) (15" SD)	EA	3		\$0.00
34	430-984-125	MITERED END SECTION (OPTIONAL ROUND) (18" SD)	EA	1		\$0.00
35	430-984-623	MITERED END SECTION (OPTIONAL ELLIP) (15" SD)	EA	1		\$0.00
36	430-984-625	MITERED END SECTION (OPTIONAL ELLIP) (18" SD)	EA	59		\$0.00
37	430-984-629	MITERED END SECTION (OPTIONAL ELLIP) (24" SD)	EA	3		\$0.00
38	430-984-633	MITERED END SECTION (OPTIONAL ELLIP) (30" SD)	EA	1		\$0.00
39	455-1A	DEWATERING FOR CONSTRUCTION OPERATIONS	LS	1		\$0.00
40	514-72	LINER IMPERMEABLE PVC (SWALE LINER INSTALL ONLY)	LF	3102		\$0.00
41	515-1-2	ALUMINUM PEDESTRIAN RAILING	LF	513		\$0.00
42	522-1	CONCRETE SIDEWALK (4" THICK)	SY	2539		\$0.00
43	570-1-2	PERFORMANCE TURF, SOD	SY	7883		\$0.00
44	700-20-40	SINGLE POST SIGN (RELOCATE)	EA	15		\$0.00
45	711-11-111	THERMOPLASTIC, STANDARD, WHITE, 6" SOLID	LF	1040		\$0.00
46	711-11-123	THERMOPLASTIC, STANDARD, WHITE, 12" SOLID	LF	1014		\$0.00
47	711-11-125	THERMOPLASTIC, STANDARD, WHITE, 24" SOLID	LF	156		\$0.00
48	711-11-211	TERMOPLASTIC, STANDARD, YELLOW, 6" SOLID	LF	208		\$0.00
49	1000-1	UTILITY COORDINATION	LS	1		\$0.00
50	1080-15C	UTILITY FIXTURE, ADJUST/MODIFY (WATER METER)	EA	10		\$0.00
51		Indemification	LS	1	\$10.00	\$10.00
<b>Total</b>						<b>\$10.00</b>

Revised #3 Bid Reply #20120050 Construction of Marion Sidewalk

Name						
Item #	Spec	DESCRIPTION	UNIT	Qty	Unit Price	Total
1	NUMBER					
2	101-1A	MOBILIZATION	LS	1.00		\$0.00
3	101-1B	PRE-CONSTRUCTION VIDEO	LS	1.00		\$0.00
4	102-1	MAINTENANCE OF TRAFFIC	LS	1.00		\$0.00
5	102-1A	MAINTENANCE OF EXISTING DRAINAGE	LS	1.00		\$0.00
6	104-10-3	SEDIMENT BARRIER	LF	4339.00		\$0.00
7	104-11	FLOATING TURBIDITY BARRIER	LF	210.00		\$0.00
8	104-15	SOIL TRACKING DEVICE	EA	1.00		\$0.00
9	108-1	CONSTRUCTION LAYOUT/RECORD DRAWINGS	LS	1.00		\$0.00
10	110-1-1	CLEARING AND GRUBBING	LS	1.00		\$0.00
11	110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	673.10		\$0.00
12	110-7	MAILBOX (RELOCATE)	EA	6.00		\$0.00
13	120-1	REGULAR EXCAVATION	CY	361.50		\$0.00
14	120-6	EMBANKMENT	CY	1311.30		\$0.00
15	286-1	TURNOUT CONSTRUCTION (6" CONCRETE DRIVEWAYS)	SY	653.50		\$0.00
16	400-0-11	CLASS NS CONCRETE (RETAINING WALL)	CY	28.40		\$0.00
17	425-1-0	YARD DRAIN	EA	1.00		\$0.00
18	425-1-521	INLETS, DITCH BOTTOM, TYPE C, < 10'	EA	1.00		\$0.00
19	425-1-551	INLETS, DITCH BOTTOM, TYPE E, < 10'	EA	1.00		\$0.00
20	425-1-559	INLETS, DITCH BOTTOM, TYPE E, (MODIFIED)	EA	1.00		\$0.00
21	425-1-589	INLETS, DITCH BOTTOM, TYPE H, < 10' (MODIFIED)	EA	1.00		\$0.00
22	425-1-607	INLETS, DITCH BOTTOM, TYPE J, < 10 (SPECIAL)	EA	1.00		\$0.00
23	425-2-71	MANHOLES, J-7, <10'	EA	3.00		\$0.00
24	425-11-	DRAINAGE STRUCTURE MODIFY	EA	3.00		\$0.00
25	430-174-104	PIPE CULVERT (OPTIONAL MATERIAL)(ROUND) (4" SD)	LF	97.00		\$0.00
26	430-174-115	PIPE CULVERT (OPTIONAL MATERIAL)(ROUND) (15" SD)	LF	24.00		\$0.00
27	430-174-118	PIPE CULVERT (OPTIONAL MATERIAL)(ROUND) (18" SD)	LF	40.00		\$0.00
28	430-174-215	PIPE CULVERT (OPTIONAL MATERIAL)(ELLIP) (15" SD)	LF	43.00		\$0.00

Revised #3 Bid Reply #20120050 Construction of Marion Sidewalk

Item #	Spec	DESCRIPTION	UNIT	Qty	Unit Price	Total
1	NUMBER	DESCRIPTION				
29	430-174-218	PIPE CULVERT (OPTIONAL MATERIAL)(ELLIP) (18" SD)	LF	1181.00		\$0.00
30	430-174-224	PIPE CULVERT (OPTIONAL MATERIAL)(ELLIP) (24" SD)	LF	150.00		\$0.00
31	430-174-230	PIPE CULVERT (OPTIONAL MATERIAL)(ELLIP) (30" SD)	LF	20.00		\$0.00
32	430-963-1	PVC PIPE FOR BACK OF SIDEWALK, 4"	LF	216.00		\$0.00
33	430-984-121	MITERED END SECTION (OPTIONAL ROUND) (15" SD)	EA	3.00		\$0.00
34	430-984-125	MITERED END SECTION (OPTIONAL ROUND) (18" SD)	EA	1.00		\$0.00
35	430-984-623	MITERED END SECTION (OPTIONAL ELLIP) (15" SD)	EA	1.00		\$0.00
36	430-984-625	MITERED END SECTION (OPTIONAL ELLIP) (18" SD)	EA	59.00		\$0.00
37	430-984-629	MITERED END SECTION (OPTIONAL ELLIP) (24" SD)	EA	3.00		\$0.00
38	430-984-633	MITERED END SECTION (OPTIONAL ELLIP) (30" SD)	EA	1.00		\$0.00
39	455-1A	DEWATERING FOR CONSTRUCTION OPERATIONS	LS	1.00		\$0.00
40	514-72	LINER IMPERMEABLE PVC (SWALE LINER INSTALL ONLY)	LF	3102.10		\$0.00
41	515-1-2	ALUMINUM PEDESTRIAN RAILING	LF	513.00		\$0.00
42	522-1	CONCRETE SIDEWALK (4" THICK)	SY	2538.77		\$0.00
43	570-1-2	PERFORMANCE TURF, SOD	SY	7883.00		\$0.00
44	700-20-40	SINGLE POST SIGN (RELOCATE)	EA	15.00		\$0.00
45	711-11-111	THERMOPLASTIC, STANDARD, WHITE, 6" SOLID	LF	1040.00		\$0.00
46	711-11-123	THERMOPLASTIC, STANDARD, WHITE, 12" SOLID	LF	1014.00		\$0.00
47	711-11-125	THERMOPLASTIC, STANDARD, WHITE, 24" SOLID	LF	156.00		\$0.00
48	711-11-211	TERMOPLASTIC, STANDARD, YELLOW, 6" SOLID	LF	208.00		\$0.00
49	1000-1	UTILITY COORDINATION	LS	1.00		\$0.00
50	1080-15C	UTILITY FIXTURE, ADJUST/MODIFY (WATER METER)	EA	10.00		\$0.00
51		Indemification	LS	1.00	\$10.00	\$10.00
<b>Total</b>						\$10.00

User: **Jolly, Gina** Organization: **City of Port St. Lucie - Office of Management and Budget**

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Bid Identifier	Agency Name	Bid Status	Broadcast Date	Date Due	Name	Actions
NSPE-2012NS509-0-2012/jwp	City of Port St. Lucie - Office of Management and Budget	Awarded	5/1/2012	5/18/2012	Repair and Rehabilitation of 2002 SW Aquarius Avenue, Port St. Lucie, Florida	<a href="#">Tab Sheet</a> , <a href="#">Reminder</a> , <a href="#">Planholders</a> , <a href="#">Broadcast List</a> , <a href="#">Details</a>
EBID-20120048-0-2012/CS	City of Port St. Lucie - Office of Management and Budget	Under Evaluation	4/30/2012	5/18/2012	CEI PSL Landscape & Irrigation	<a href="#">Tab Sheet</a> , <a href="#">Reminder</a> , <a href="#">Planholders</a> , <a href="#">Broadcast List</a> , <a href="#">Add Planholder</a> , <a href="#">Log Tab/Award</a> , <a href="#">Details</a>
RFF-20120002-0-2012/jwp	City of Port St. Lucie - Office of Management and Budget	Under Evaluation	4/3/2012	5/18/2012	Affordable Housing Homeownership and/or Rental for Neighborhood Stabilization Program (NSP) Residential Properties.	<a href="#">Reminder</a> , <a href="#">Planholders</a> , <a href="#">Broadcast List</a> , <a href="#">Add Planholder</a> , <a href="#">Log Tab/Award</a> , <a href="#">Details</a>
EBID-20120042-0-2012/RH	City of Port St. Lucie - Office of Management and Budget	Under Evaluation	3/14/2012	5/17/2012	Water Main Relocations - South Side of Easy Street in Indian River Estates	<a href="#">Tab Sheet</a> , <a href="#">Reminder</a> , <a href="#">Planholders</a> , <a href="#">Broadcast List</a> , <a href="#">Add Planholder</a> , <a href="#">Log Tab/Award</a> , <a href="#">Details</a>
NSPE-2012NS512-SS-0-2012/jwp	City of Port St. Lucie - Office of Management and Budget	Awarded	4/27/2012	5/7/2012	Install Stucco Stops for 2025 SW Burlington Street, Port St. Lucie, Florida	<a href="#">Tab Sheet</a> , <a href="#">Reminder</a> , <a href="#">Planholders</a> , <a href="#">Broadcast List</a> , <a href="#">Details</a>
EBID-20120052-0-2012/CS	City of Port St. Lucie - Office of Management and Budget	Under Evaluation	4/19/2012	5/7/2012	Construction Engineering Inspection for Marion Sidewalk Project	<a href="#">Tab Sheet</a> , <a href="#">Reminder</a> , <a href="#">Planholders</a> , <a href="#">Broadcast List</a> , <a href="#">Add Planholder</a> , <a href="#">Log Tab/Award</a> , <a href="#">Details</a>
ANN-ANN-2012-0-2011/GJ	City of Port St. Lucie - Office of Management and Budget	Awarded	11/9/2011	5/5/2012	2012 INVITATION TO EXHIBITORS	<a href="#">Reminder</a> , <a href="#">Planholders</a> , <a href="#">Broadcast List</a> , <a href="#">Details</a>
NSPE-2012NS510-0-2012/jwp	City of Port St. Lucie - Office of Management and Budget	Awarded	4/12/2012	5/1/2012	Repair and Rehabilitation of 549 SW Grove Avenue, Port St. Lucie, Florida	<a href="#">Tab Sheet</a> , <a href="#">Reminder</a> , <a href="#">Planholders</a> , <a href="#">Broadcast List</a> , <a href="#">Details</a>
EBID-20120004-0-2012/HQ	City of Port St. Lucie - Office of Management and Budget	Under Evaluation	4/9/2012	4/25/2012	FURNISH A 2,100 GPM INJECTION WELL PUMP AND MOTOR	<a href="#">Tab Sheet</a> , <a href="#">Reminder</a> , <a href="#">Planholders</a> , <a href="#">Broadcast List</a> , <a href="#">Add Planholder</a> , <a href="#">Log Tab/Award</a> , <a href="#">Details</a>
SB-20110046-0-2012/lla	City of Port St. Lucie - Office of Management and Budget	Awarded	3/28/2012	4/18/2012	Pre-employment Background Screening	<a href="#">Reminder</a> , <a href="#">Planholders</a> , <a href="#">Broadcast List</a> , <a href="#">Details</a>

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CULPEPPER & TERPENING, INC  
CONSULTING ENGINEERS LAND SURVEYORS

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CITY OF PSL  
ENGINEERING

Sender's Email: [nwillbur@ct-eng.com](mailto:nwillbur@ct-eng.com)  
File: CPSL Eng  
C&T Project No.: 11-154

February 16, 2012

VIA: Hand Delivery

Ms. Roxanne Chesser, P.E.  
Project Manager  
City of Port St. Lucie Engineering  
121 S.W. Port St. Lucie Blvd.  
Port St. Lucie, FL 34984

RE: Marion Avenue Sidewalks  
FDOT REVISED Response to 100% Plan Review

Dear Ms. Chesser,

In response to comments from FDOT regarding not calling out RCP Pipe exclusively, and a response to comments from the Public Works Department please find enclosed:

- Three (3) Signed and Sealed copies of the REVISED 100% plans
- One (1) CD of the plans

As always, should you have any questions, please do not hesitate to contact me at (772)464-3537 or via the Email address referenced above.

Sincerely,

CULPEPPER & TERPENING, INC.

Nathaniel R. Willbur, P.E.  
Project Engineer

Cc: Edith Majewski, PSL Eng



CULPEPPER & TERPENING, INC.  
CONSULTING ENGINEERS LAND SURVEYORS

Sender's Email: [nwillbur@ct-eng.com](mailto:nwillbur@ct-eng.com)  
File: CPSL Eng  
C&T Project No.: 11-154

February 16, 2012

VIA: *HAND DELIVERY*

Mr. Jim Angstadt, P.E.  
City of Port St. Lucie Engineering  
121 S.W. Port St. Lucie Blvd.  
Port St. Lucie, FL 34984

RE: Marion Sidewalk  
100% Design Review – Response to Comments

Dear Mr. Angstadt,

Sheet # 2 (General Notes):

1. Please revise note # 17 that identifies work hours from 8:00 AM to 5:00 PM so it meet the City's allowed work hours of 7:00 AM to Dawn.  
**Response: Note 17 no longer states 8:00 AM to 5:00 PM it now conforms with the City standard of 7:00AM to Dusk.**
2. Fix note # 25 to require coordination for lane closures to be with the City of Port St. Lucie in addition to the St. Lucie County School Board.  
**Response: The City of Port St. Lucie has been added to note # 25.**
3. Please remove note # 29A from the plans.  
**Response: Note 29A referring to pipes in the subgrade has been removed.**
4. Provide text to Note # 30 that notes that the approval from the Engineer must be obtained to utilize the different materials.  
**Response: the addition of "and is approved by City Construction Engineer." has been added to note 30.**
5. Provide a note indicating that the limits of driveway removal are to be determined by the Engineer during the construction.  
**Response: Note 39 has been added to the plans. It states, "Limits of driveway removal are to be determined by construction engineer during construction."**

Sheet # 3 (Summary of Pay Items):

1. It appears the removal of the existing sidewalk on the east side of Curtis south side of Marion is not included in the quantities. Please review and revise accordingly.  
**Response: The line item for remove existing concrete has been increased to include the removal of some additional sidewalk.**
  
2. The plans do not identify the depths of the retaining walls on the plans. Please revise the plans by providing cross-sections at the areas where the retaining walls are being proposed.  
**Response: All gravity walls are to be 1' in height. A table for each gravity wall has been added to the plans to quantify cubic yardage of concrete.**
  
3. Please verify the quantities for the Type "C" (425-1-521) and "D" (421-1-551) inlets. Also, it appears the plans identify coring into an existing Type "C" and an existing Type "D" inlet but there is no line item for these cores. How will these improvements be paid for?  
**Response: The coring and modification of inlets has now been identified. As Pay Item 425-11 Drainage structure modify. The changes are also reflected on sheets 9 - 11.**
  
4. Please verify the Quantity for the 18" SD (Ellip) Optional Material Pipe (430-174-218). It appears the Quantity is low. Also the amount of Optional MES (430-984-625) for 18" SD.  
**Response: The values have been double checked and were adjusted slightly.**
  
5. Please verify that all proposed drainage pipes that are identified to be installed on the Plan and Profile Sheets are included on the Summary of Pay Items.  
**Response: Back of walk drainage is now included on the pay items.**
  
6. Where on the Plans does it identify the installation of Swale Liner?  
**Response: Please see sheet 3 for the pay items, Sheet 6 noting typical installation, sheet 8 summary of swale liner stating stations, and quantities.**
  
7. Please verify the Quantities for the 6" White, 24" White and 6" Yellow Stripe; they appear to be low by a little bit.  
**Response: A double check of all striping quantities was undertaken. They appear to be correct based on computer measurements.**
  
8. Is the relocation of Mailboxes covered in 700-20-40 "Single Sign Post (Relocation)"? If so, please review the Quantity for this line item. Also, please review the plans and verify that all Mailboxes that need to be relocated are identified on the plans and in the Quantities. It appears there may be some additional due to the aprons of the driveways being installed.  
**Response: No it was not covered under 700-20-40. Line item 110-7 has been added to the plans to denote mailbox relocation.**



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Sheet # 7 (Typical Details):

1. Please be advised that the detail for the Yard Drain-Shallow Ditch does not match what is being proposed. Please provide clarification as to the proposed construction detail.

Response: The detail on sheet 7 now matches what is being proposed.

Sheet # 8 (Summary of Quantities):

1. Add a Summary of Liner table.

Response: a table of summary of swale liner has been added to sheet eight.

Sheet # 9 (Summary of Drainage Structures):

1. Please verify the 14"x23" pipe lengths for S-16 and S-17. It appears they are identified shorter than what called for on the Plan and Profile Sheet (# 15).

Response: The call outs on sheet 15 now match the summary of Drainage structures sheet

2. Should the Quantity Type for the Ditch Bottom Inlets indicate J-Mod instead of "J" on the top of Sheets 9-11?

Response: Yes, where a J-MOD is used it is now called out on sheet nine.

3. Should the text ", Pipe" be added to the Description for S-11A, S-11B and S-22A? Please review and revise accordingly.

Response: Yes. Structures S-11A, S-11B, and S22A are all pipes and MES.

Sheet # 10 (Summary of Drainage Structures):

1. Should the text ", Pipe" be added to the Description for S-28? Please review and revise accordingly.

Response: No. S-27 has the designation of Pipe on it so S-28 does not need it.

Sheet # 11 (Summary of Drainage Structures):

1. Should the two Ditch Bottom Inlets (Type "C" and Type "D") be included in the final Quantity at the bottom of the sheets since they are just cores?

Response: yes. As a final tally they are included. However, in the description it is stated they are to be modified only. They are also paid for as modification and not construct new.

Sheet # 14 (Plan and Profile):

1. Please revise the pipe at STA ~17+90, 12" PVC pipe to 15" RCP or CPP.

Response: At the request of the FDOT all pipe call out is now just Pipe.



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2. It appears that at STA ~20+00, the pine tree roots will be severely impacted and could die over time. It is feasible to include the removal of this tree in the project.

**Response:** It is not, while using FDOT Funds. The FDOT specifies that all work must be done within the ROW. The City must obtain agreements from the property owner separate from this plan set if they wish to remove the tree.

3. Please provide a manhole top for Inlet S-11 for access/maintenance purposes.

**Response:** A manhole has been added to the plans.

Sheet # 15 (Plan and Profile):

1. Please depict the existing vegetation within the City's right-of-way at STA 23 +00 and provide notations for its removal as part of the project.

**Response:** The landscape area now has to be removed.

2. Please revise the pipe from S-22A (STA 26+40) to be a minimum of 15" RCP or CPP. Also, can the pipe be extended to the east to avoid the need to cut a section of pipe?

**Response:** The pipe size from S-22A to S-22 has been increased to 15." Also, the pipe was extended to a standard foot stick of pipe.

Sheet # 16 (Plan and Profile):

1. Please revise Structure S-23 to include a manhole opening for access/maintenance.

**Response:** A manhole top is now called out in the plans.

Sheet # 17 (Plan and Profile):

1. It appears a yard drain between Lots 22 and 23 is proposed to discharge too close to S-44. Please review and verify that the outfall's proximity to the drainage structure will not create future issues.

**Response:** The outfall and pipe have been moved to accommodate MES - S-44

2. Please provide a text call-out for the yard drain outfall piping.

**Response:** Yard drains are now called out and a typical detail for Back of Walk (B.O.W) drainage has been provided on sheet 7

Sheet # 34 (Traffic Control Plan - General Notes):

1. Note # 11: Please remove the text after Temporary Driveway Closures from (4<sup>th</sup> line down) "Shall be Limited" to (last line) "(Recycled Asphalt Pavement) Material".

**Response:** All temporary driveways are now called out to be RAP

2. Note # 15: Please remove the text "by the Traffic Control Operations Engineer" (3<sup>rd</sup> line down from the note.

**Response:** Traffic Control Operations Engineer is no longer in the note.



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3. Note # 16: Please remove the text "Except During Culvert Replacement" from the note.  
Response: the text, except during culvert replacement has been removed

Sheet # 40 (Signing & Pavement Marking - General Notes):

1. Please change Note # 12 to refer to FDOT from the current text.  
Response: The FDOT index 304 is now referenced on note 12.

General Comments:

1. Please revise all 12" Pipe to be a minimum of 15" RCP or CPP.  
Response: All 12" Pipe has been upsized to 15" Pipe.

2. Please verify all mailbox relocations are identified on the Plan and Profile Sheets. It appears some driveway apron replacements may require additional mail boxes to be relocated.  
Response: Currently, it's anticipated that 6 mailboxes will need to be relocated.

3. Are the arrows on the Plan and Profile sheets within the swale areas used to identify the drainage flow or are they also identifying areas to re-grade and install liner? If they are identifying the areas to re-grade and install liner; please provide an additional Legend item at the bottom of the plan sheets.  
Response: The arrows are used to indicate flow direction.

4. Please install steel grates on boxes rather than cast iron.  
Response: Steel grades are now called out on all boxes.

5. Provide a soil boring profile sheet for all boring taken for this project.  
Response: Soil Borings are identified on each cross section. A Key to the type and color of soil has been added to the plans.

6. Due to vegetation in some locations; floating turbidity curtains may not function as intended. Please evaluate alternative water quality control devices/systems to be used at these locations.  
Response: The plans indicate floating turbidity in areas where water was observed. It is up to the contractor at the time of construction to determine if a staked turbidity barrier or other BMP will work better.

7. It appears some items and text is cut-off at the edge of some Plan and Profile Sheets (ie. left side of Sheet 16). Please adjust plan views so that no plan items are cut-off.  
Response: The plans have been adjusted so any items that may have been cut-off no longer are.

8. Please verify that all swales being re-graded meet the minimum of .15% slope.  
Response: Slope call-outs have been added to every swale.



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9. The Plans should identify the removal of the existing sidewalk east of Curtis Street. Please also identify if it is asphalt or concrete.  
**Response: The plans now identify the callout of the existing sidewalk east of Curtis Street.**

As always, should you have any questions, please do not hesitate to contact me at (772)464-3537 or via the Email address referenced above.

Sincerely,

CULPEPPER & TERPENING, INC.



Nathaniel R. Willbur, P.E.  
Project Manager



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Pre Bid Meeting  
20120050-CS  
Marion Avenue Sidewalk Project  
(A LAP Funded Project on Marion Avenue between Bayshore Avenue & Curtis Street)  
May 31, 2012 10:00 AM

**Attendees:**

Cheryl Shanaberger, City of PSL OMB  
Steve Bush, Melvin Bush Construction  
Craig M. Shuley, JMW Construction Corp.  
Edith Majewski, City of PSL Engineering  
Gary Jones, CAPTEC Engineering  
Veronica Rodriguez, West Construction

Cheryl: Everything that is said in this Pre Bid, unless it is put out into an addendum, doesn't take precedence in what will be issued in an addendum. So even though it is said here, and the answer was given, if it wasn't in the specifications that precede and unless an addendum is issued on this bid that would supersede what's in this specifications or may act to clarify these specifications. This bid is going to open on June 18 at 3:00 pm. Each bidder will have to provide a bid bond or bid surety, which can be in the form of a cashier's check, cash, letter of credit or a surety bond, as per the Florida statute. It has to be five percent of your total bid. You will have to comply with all the FDOT standards for this particular job. Which means DBE will apply. We'll need to be able to do reporting and have a DUNS number and all that information is on page 3. All information and the website is on page 3.

It is very important that you read the insurance requirements, it will not change. Make sure if you have not done work for the City before and have not submitted bids before that you take the requirements for the insurance to your insurance company because what we require is what you must provide and sometimes we require things that cost more than other agencies in this area. But we are not going to amend the requirements that are within this document. There is a sample contract in here that you can review and that you sign an affidavit saying that you will sign that contract in so many days *as is*. That includes the indemnification clause and the subrogation clause. Is the contract onerous, absolutely; but, that's just the way it is. You want to do business with the City, you will sign that contract. Any questions on the bid process, itself and submittal of your bids? Okay, I'm going to turn it over to Edith, she's with the City and CAPTEC for any questions that you may have regarding the specifications.

There was discussion on the existing pipe size and that information will be addressed later in an addendum. A bidder stated he had some small issues and will be sending an email to OMB to get clarification.

It was also discussed if bidders had to be FDOT certified and this will be reviewed and answered in an addendum.

Cheryl: Right, so we'll check on that. Okay, I'll be waiting for your questions and we'll be issuing an addendum, is there anything else? Okay, thank you!

Revised Bid Reply #20120050 Construction of Marion Sidewalk

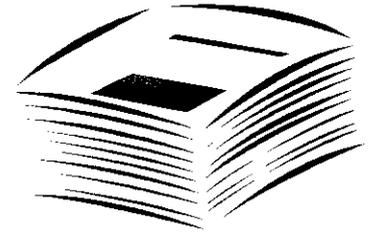
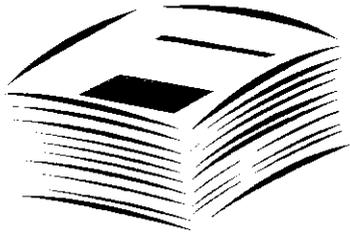
Name						
Item #	Spec	DESCRIPTION	UNIT	Qty	Unit Price	Total
1	NUMBER	DESCRIPTION				
2	101-1A	MOBILIZATION	LS	1		\$0.00
3	101-1B	PRE-CONSTRUCTION VIDEO	LS	1		\$0.00
4	102-1	MAINTENANCE OF TRAFFIC	LS	1		\$0.00
5	102-1A	MAINTENANCE OF EXISTING DRAINAGE	LS	1		\$0.00
6	104-10-3	SEDIMENT BARRIER	LF	4339		\$0.00
7	104-11	FLOATING TURBIDITY BARRIER	LF	210		\$0.00
8	104-15	SOIL TRACKING DEVICE	EA	1		\$0.00
9	108-1	CONSTRUCTION LAYOUT/RECORD DRAWINGS	LS	1		\$0.00
10	110-1-1	CLEARING AND GRUBBING	LS	1		\$0.00
11	110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	673.1		\$0.00
12	110-7	MAILBOX (RELOCATE)	EA	6		\$0.00
13	120-1	REGULAR EXCAVATION	CY	361.5		\$0.00
14	120-6	EMBANKMENT	CY	1311.3		\$0.00
15	286-1	TURNOUT CONSTRUCTION (6" CONCRETE DRIVEWAYS)	SY	653.5		\$0.00
16	400-0-11	CLASS NS CONCRETE (RETAINING WALL)	CY	10.4		\$0.00
17	425-1-0	YARD DRAIN	EA	1		\$0.00
18	425-1-521	INLETS, DITCH BOTTOM, TYPE C, < 10'	EA	1		\$0.00
19	425-1-551	INLETS, DITCH BOTTOM, TYPE E, < 10'	EA	1		\$0.00
20	425-1-559	INLETS, DITCH BOTTOM, TYPE E, (MODIFIED)	EA	1		\$0.00
21	425-1-589	INLETS, DITCH BOTTOM, TYPE H, < 10' (MODIFIED)	EA	1		\$0.00
22	425-1-607	INLETS, DITCH BOTTOM, TYPE J, < 10 (SPECIAL)	EA	1		\$0.00
23	425-2-71	MANHOLES, J-7, <10'	EA	3		\$0.00
24	425-11-	DRAINAGE STRUCTURE MODIFY	EA	3		\$0.00
25	430-174-104	PIPE CULVERT (OPTIONAL MATERIAL)(ROUND) (4" SD)	LF	97		\$0.00
26	430-174-115	PIPE CULVERT (OPTIONAL MATERIAL)(ROUND) (15" SD)	LF	24		\$0.00
27	430-174-118	PIPE CULVERT (OPTIONAL MATERIAL)(ROUND) (18" SD)	LF	40		\$0.00
28	430-174-215	PIPE CULVERT (OPTIONAL MATERIAL)(ELLIP) (15" SD)	LF	43		\$0.00

Revised Bid Reply #20120050 Construction of Marion Sidewalk

Item #	Spec	DESCRIPTION	UNIT	Qty	Unit Price	Total
1	NUMBER	DESCRIPTION				
29	430-174-218	PIPE CULVERT (OPTIONAL MATERIAL)(ELLIP) (18" SD)	LF	1181		\$0.00
30	430-174-224	PIPE CULVERT (OPTIONAL MATERIAL)(ELLIP) (24" SD)	LF	150		\$0.00
31	430-174-230	PIPE CULVERT (OPTIONAL MATERIAL)(ELLIP) (30" SD)	LF	20		\$0.00
32	430-963-1	PVC PIPE FOR BACK OF SIDEWALK, 4"	LF	216		\$0.00
33	430-984-121	MITERED END SECTION (OPTIONAL ROUND) (15" SD)	EA	3		\$0.00
34	430-984-125	MITERED END SECTION (OPTIONAL ROUND) (18" SD)	EA	1		\$0.00
35	430-984-623	MITERED END SECTION (OPTIONAL ELLIP) (15" SD)	EA	1		\$0.00
36	430-984-625	MITERED END SECTION (OPTIONAL ELLIP) (18" SD)	EA	59		\$0.00
37	430-984-629	MITERED END SECTION (OPTIONAL ELLIP) (24" SD)	EA	3		\$0.00
38	430-984-633	MITERED END SECTION (OPTIONAL ELLIP) (30" SD)	EA	1		\$0.00
39	455-1A	DEWATERING FOR CONSTRUCTION OPERATIONS	LS	1		\$0.00
40	514-72	LINER IMPERMEABLE PVC (SWALE LINER INSTALL ONLY)	LF	3102		\$0.00
41	515-1-2	ALUMINUM PEDESTRIAN RAILING	LF	513		\$0.00
42	522-1	CONCRETE SIDEWALK (4" THICK)	SY	2539		\$0.00
43	570-1-2	PERFORMANCE TURF, SOD	SY	7883		\$0.00
44	700-20-40	SINGLE POST SIGN (RELOCATE)	EA	15		\$0.00
45	711-11-111	THERMOPLASTIC, STANDARD, WHITE, 6" SOLID	LF	1040		\$0.00
46	711-11-123	THERMOPLASTIC, STANDARD, WHITE, 12" SOLID	LF	1014		\$0.00
47	711-11-125	THERMOPLASTIC, STANDARD, WHITE, 24" SOLID	LF	156		\$0.00
48	711-11-211	TERMOPLASTIC, STANDARD, YELLOW, 6" SOLID	LF	208		\$0.00
49	1000-1	UTILITY COORDINATION	LS	1		\$0.00
50	1080-15C	UTILITY FIXTURE, ADJUST/MODIFY (WATER METER)	EA	10	\$0.00	\$0.00
51		Indemification	LS	1	\$10.00	\$10.00
		<b>Total</b>				\$10.00

BID OPENING ATTENDANCE  
 SEALED BID-20120050  
 Construct sidewalk Marion  
 May 31, 2012 @ 10:00 A.M.

	Name (Please PRINT legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	Steve Bush	Melvin Bush Const.	Steve@MBC-Inc.com	T 772-336-0623 F 772-336-0488
2.	Craig M SHULEY	JMW Construction Corp.	JMW@Florida.com	T 561-752-0480 F 561-752-0481
3.	Eric Majewski	City of PSC ENGINEERING	emajewski@cityofps.com	T 772-344-4291 F
4.	GARY JONES	CAPTEC ENGINEERING	gjones@gocapter.com	T 772-215-0397 F
5.	Veronica Rodriguez	West Construction	mcupp@westconstruction.net	T 561-588-2027 F 561-582-9419
6.				T F
7.				T F



ADDITIONAL BACKUP  
FOR ITEM 13K  
IS AVAILABLE  
FOR REVIEW  
IN THE  
CLERK'S OFFICE

