

PORT ST. LUCIE CITY COUNCIL  
AGENDA ITEM REQUEST

COUNCIL ITEM 13e  
DATE 2/27/12

Meeting Date: February 27, 2012

Public Hearing  Ordinance  Resolution  Motion

Legal Ad: 12/22/2011 & 12/28/2011 Demandstar Broadcast Date: 12/17/2011

Item: E-Bid #20120020 - EWIP Paving Repairs/Milling & Resurfacing Various Roadways

Recommended Action:

Approval of Award and Contract Documents with Lynch Paving & Construction Company, Inc. Inc. for the EWIP Paving Repairs/Milling & Resurfacing Various Roadways in the amount of \$313,460.00. Contract period is one hundred eighty (180) calendar days with no option for renewal.

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

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

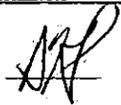
Summary Explanation/Background Information: Seven (7) proposals were received on February 1, 2012 from Contractors for the EWIP Paving Repairs/Milling & Resurfacing Various Roadways with Lynch Paving & Construction Company, Inc. providing the best value to the City with a bid of \$313,460.00 which is \$109,069.43 lower than the highest bid. Various roadways within the EWIP sites displayed deterioration prior to the City undertaking these projects and the addition of construction vehicles has added to the further decline of the roadways. The Engineering Department has reviewed the proposals and recommends City Council approve this request. Local Preference did not apply to this bid. The Contract period is one hundred eighty (180) calendar days.

Purchase is budgeted in the 403 Fund.

Expenditure: \$313,460.00

Department requests expenditure from the following:

Fund	403	EWIP Fund
Cost Center	4126	Street & Drainage
Object Code	568810	Roadways
Project	00000	n/a

Director of OMB concurs with award: 

City Manager concurs with award: 

**RECEIVED**

Department requests   -0-   minutes to make a presentation.

Submitted by: Patricia Roebing

FEB 17 2012  
Date Submitted: 2/14/2012

City Manager's Office

Title: City Engineer



"A City for All Ages"

# CITY OF PORT ST. LUCIE

Engineering Department

Accredited Agency – American Public Works Association

## MEMORANDUM

**TO:** CHERYL SHANABERGER – DEPUTY DIRECTOR OF OMB  
**FROM:** JAMES E. ANGSTADT, P.E., CIVIL ENGINEER JEA  
**DATE:** FEBRUARY 9, 2012  
**RE:** PAVING VARIOUS ROADWAYS, BID #20120020  
EASTERN WATERSHED IMPROVEMENT PROJECT  
LYNCH PAVING  
RECOMMENDATION OF AWARD

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The Engineering Department has recently identified the need to repave and repair several roadways within the area of the Eastern Watershed Improvement Project (EWIP). The roadways displayed deterioration prior to the City undertaking the project and the addition of construction vehicles has added to the further decline of the roadways. This project includes pavement rehabilitation to SE Tiffany Avenue, SE Simmons Street, SE Flintlock Road, SE Grand Drive, SE Patio Circle, SE Avalon Road, SE Burr Street, SE Van Kleff Avenue, SE Bryson Avenue, SE Dalhart Road, SE Maslan Avenue, SE Mary Terrace, SE Parrot Street, SE Leithgow Street and SE Mariposa Avenue. Attached are three maps depicting the areas where the rehabilitation will be undertaken.

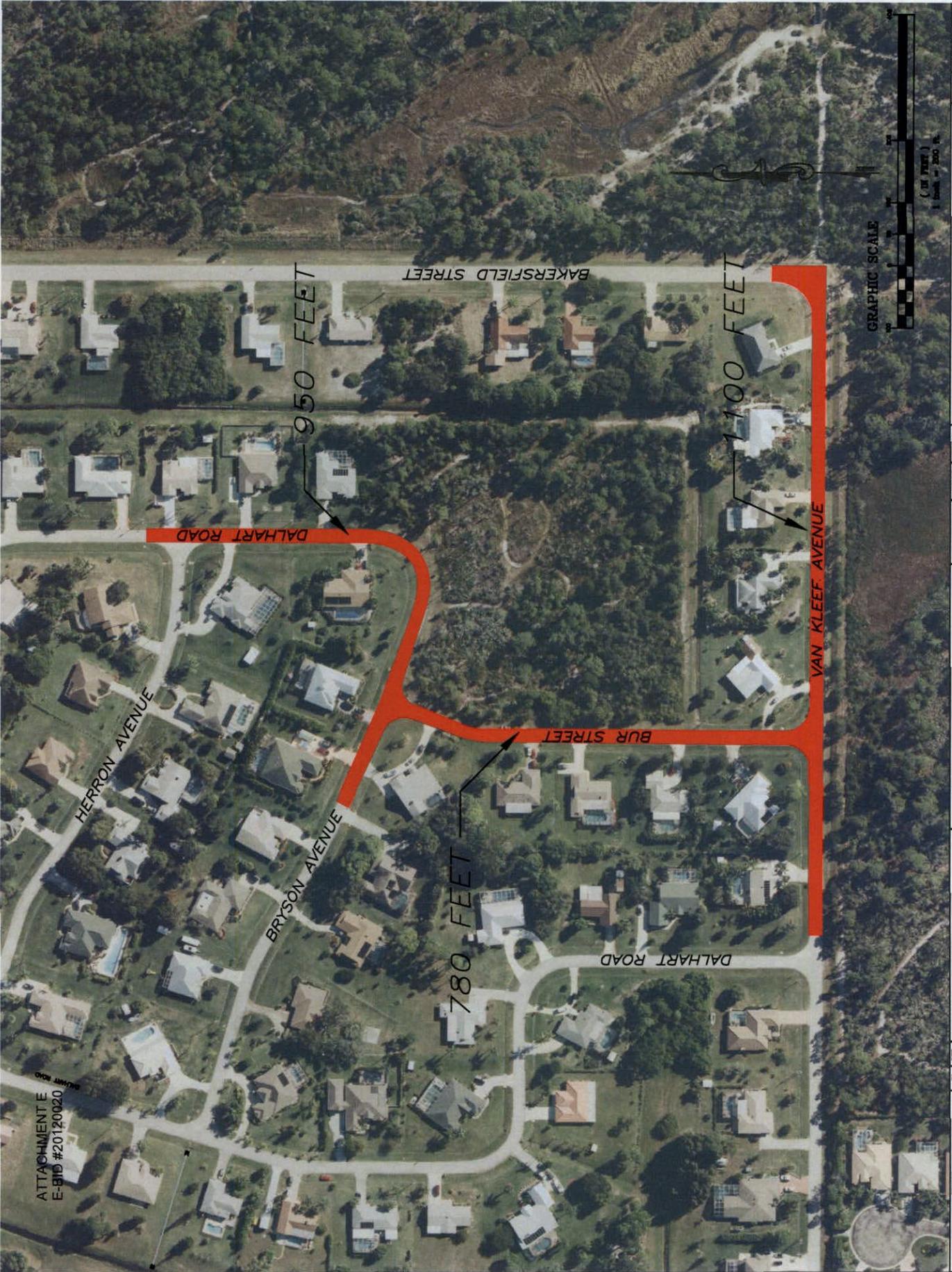
Bids for this project were received on February 1, 2012 with seven (7) contractors submitting proposals. Attached, please find a bid tabulation report for this project which has been reviewed by the staff of this Department. The Engineering Department recommends that Lynch Paving, Inc. be awarded this project contract with a bid of \$313,460.00.

We hereby request that this item be scheduled for the next available City Council meeting for their review and consideration. We anticipate the project construction will commence in March, and the project completion period is 180 days from the Notice to Proceed. This contract is funded by Acct. No. 403-4126-568810-00000. If you have any questions or require additional information, please do not hesitate to contact me.

/jea

c: Greg Oravec, Assistant City Manager  
Jesus Merejo, Utility Systems Director  
Patricia Roebling, P.E., City Engineer  
Kim Graham, P.E., Assistant City Engineer  
Dave Pollard, Director of OMB  
Dale Majewski, NPDES Program Manager  
Steve Jungjohan, Manager CIP

S:\projects\EWIP\3.0 Design\3.9 Bid Documents\3.9.11 Paving Repair\12-02-09\OMB EWIP PAVE LYNCH RECOMMD to OMB.doc



ATTACHMENT E  
E-BID #20120020

HERRON AVENUE

BRYSON AVENUE

780 FEET

BUR STREET

DALHART ROAD

DALHART ROAD

950 FEET

BAKERSFIELD STREET

1100 FEET

VAN KLEEFF AVENUE

GRAPHIC SCALE

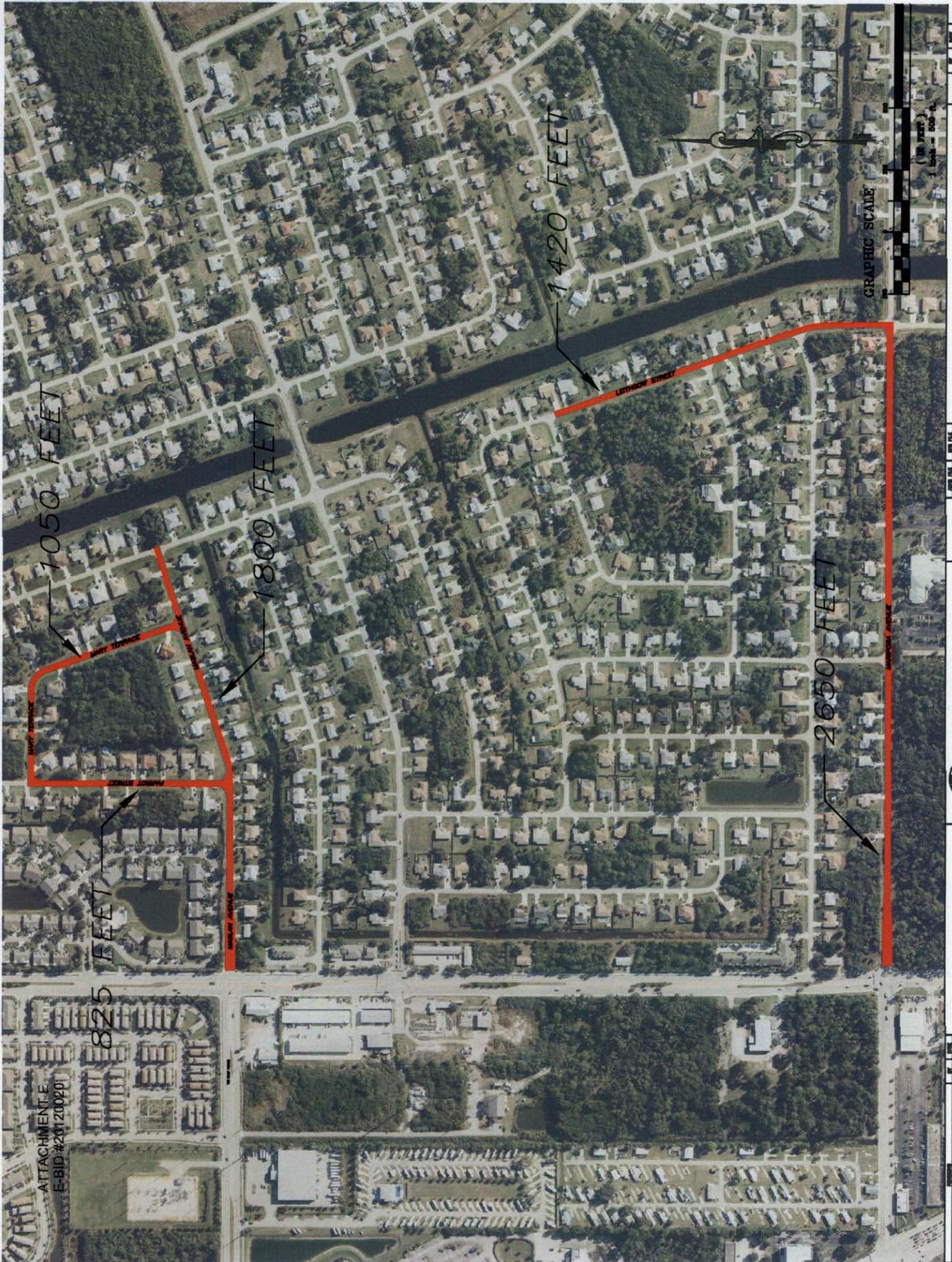
(1" = 200 FT.)  
1" = 200 FT.

ENGINEERING DEPARTMENT

CITY OF PORT ST. LUCIE  
121 S.W. PORT ST. LUCIE BLVD.  
PORT ST. LUCIE, FL. 34984

PAVEMENT OVERLAY

1 of 3



ATTACHMENT E  
E-BID #20120020

ENGINEERING DEPARTMENT



CITY OF PORT ST. LUCIE  
121 S.W. PORT ST. LUCIE BLVD.  
PORT ST. LUCIE, FL 34984

PAVEMENT OVERLAY

ATTACHMENT E  
E-BID #20120020

2680 FEET

1240 FEET

675 FEET

579 FEET

670 FEET

700 FEET

2400 FEET



DATE	
BY	
SCALE	
PROJECT	
SHEET	3 of 3

PAVEMENT OVERLAY

CITY OF PORT ST. LUCIE  
121 S.W. PORT ST. LUCIE BLVD.  
PORT ST. LUCIE, FL. 34904



ENGINEERING DEPARTMENT

DATE	
BY	
SCALE	
PROJECT	
SHEET	



E-Bid Opening  
E-BID #20120020

EWIP Paving Repairs/Milling & Resurfacing Various Roadways  
February 1, 2012 @ 3:00 pm

	Name (Please PRINT legibly)	Company Name	E-Mail Address	Telephone # & FAX #
1.	Robyn Holder	City of PSI - GMS	rholder@cityofpsi.com	T 344-4293 F 871-7337
2.	DAD DUNDLAP	BICKERSON	DDUNDLAP@PSIFL.COM	T 429-4459 F 429-4445
3.				T F
4.				T F
5.				T F
6.				T F
7.				T F
8.				T

E-BID #20120020  
 E-BID REPLY EXCEL SPREADSHEET  
 CITY OF PORT ST. LUCIE

**EASTERN WATERSHED IMPROVEMENT PROJECT (EWIP)  
 PAVING VARIOUS ROADWAYS BID FORM**

Contractor is to fully understand that the Lump Sum or Unit Price for all items shall include a sufficient allowance for the completion of all work for this project, including but not limited to, all profit and overhead, incidentals, all labor, supervision, testing, machinery, equipment, tools, materials, dewatering, (incidental dewatering trenches / temporary ditch), services, utility restraints, glands, straps, coordination with utility companies, clean up and other means of construction necessary to complete the described work.

Company Name: Lynch Paving & Construction Co., Inc.

LINE NO.	PAY ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	BID TOTAL
<b>GENERAL ITEMS</b>						
1	101-1	MOBILIZATION (INCLUDES VIDEO)	LS	1	\$ 26,380.00	\$ 26,380.00
2	102-1	MAINTENANCE OF TRAFFIC	LS	1	\$ 10,500.00	\$ 10,500.00
3		INDEMNIFICATION FEE	LS	1	\$ 10.00	\$ 10.00
		<b>Total for General Items</b>				<b>\$ 36,890.00</b>
<b>ROADWAY AND DRAINAGE</b>						
5	327-70-1	MILL EXISTING ASPHALT PAVEMENT (1" DEPTH)	SY	3000	\$ 1.50	\$ 4,500.00
6	334-1-13	SUPERPAVE ASPHALTIC CONCRETE OVERLAY (1")	SY	46400	\$ 5.30	\$ 245,920.00
7	710-90	RETRO-REFLECTIVE PAVEMENT MARKERS (Y/Y)	EA	15	\$ 10.00	\$ 150.00
8	711-11111	THERMOPLASTIC STRIPING	LS	1	\$ 21,000.00	\$ 21,000.00
		<b>Total for Roadway and Drainage</b>				<b>\$ 271,570.00</b>
<b>UTILITIES</b>						
9	1000-0	UTILITY RELOCATION ALLOWANCE	ALLOW	1	\$ 5,000.00	\$ 5,000.00
		<b>Total for Utilities</b>				<b>\$ 5,000.00</b>
<b>PROJECT TOTAL:</b>						<b>\$ 313,460.00</b>

**BID BOND**

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Lynch Paving & Construction, Inc.

P.O. Box 1994, 503 NW 9th Street,, Okeechobee, FL 34973-1994

as Principal, hereinafter called the Principal,

and the Travelers Casualty and Surety Company of America

of 350 Granite Street, Braintree, MA 02184

, a corporation duly organized under

the laws of the State of Connecticut, as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Port St. Lucie

121 SW Port St. Lucie Boulevard, Port St. Lucie, FL 34984-5099

as Obligee, hereinafter called the Obligee.

in the sum of Five Percent of Bid Amount

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

WHEREAS, the Principal has submitted a bid for Sealed Electronic Bid #20120020 - Eastern Watershed Improvement Project (EWIP) Paving Repairs/Milling & Resurfacing Various Roadways

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

Signed and sealed this 1st day of February, 2012

Jackie Palmer

Witness

Lynch Paving & Construction, Inc.

(Seal)

Robert P. Dent

Principal

Title

Lauren A. Moore

Witness

Travelers Casualty and Surety Company of America

By Claire A. Cavanaugh

Claire A. Cavanaugh, Attorney-in-Fact



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 223428

Certificate No. 004605767

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint:

John C. Driscoll, Dennis W. Driscoll, Timothy P. Lyons, Claire Cavanaugh, Martin L. Donovan, and George G. Powers

of the City of Norwell, State of Massachusetts, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 24th day of October, 2011.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss:

By: [Signature]
George W. Thompson, Senior Vice President

On this the 24th day of October, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington-Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of February, 20 18

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

**E-Bid Reply Sheet #20120020**

**EWIP Paving Repairs/Milling & Resurfacing Various Roadways**

1. **COMPANY NAME:** Lynch Paving & Construction Co., Inc.

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

PHYSICAL ADDRESS: 503 NW 9th Street

MAILING ADDRESS: P.O. Box 1994

CITY, STATE, ZIP CODE: Okeechobee, Florida 34973

TELEPHONE NUMBER: (888) 763-7373 FAX NO. (888) 763-7379

CONTACT PERSON: Bob Gent E-MAIL: bgent@lynchpaving.com

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

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

Christopher M. Lynch

President

Robert P. Gent

Vice President

Christopher M. Lynch

Treasurer

How long in present business: 4yrs 11mo How long at present location: 4yrs 11mo

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

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

Addendum Number	Date Issued
1	January 17, 2012

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).

EWIP Paying Repairs/Milling & Resurfacing Various Roadways

5. **BID RESPONSE:**

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

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

5.3 Bid Reply Sheet Totals from Schedule "A": \$ 313,460.00

*(This figure must match the E-Bid Excel Reply Spreadsheet and the figure that is to be used on the Demandstar submittal page. Discrepancies between the E-Bid Excel Spreadsheet uploaded on Demandstar, the dollar amount listed on the web page at time of submittal and the E-Bid Reply Sheet #20120020 uploaded on Demandstar will be resolved in favor of the E-Bid Excel Spreadsheet that is uploaded at time of submittal.)*

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

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

**7. COMPLETION OF FORM** - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals and bid guarantees for a period not to exceed ninety (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) Robert P. Gent 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.

Robert P. Gent  
Signature

February 1, 2012  
Date

EWIP Paving Repairs/Milling & Resurfacing Various Roadways

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

Robert P. Gent  
Signature

February 1, 2012  
Title

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

*Balance of page left intentionally blank*

EWIP Paving Repairs/Milling & Resurfacing Various Roadways

**CONTRACTOR'S QUESTIONNAIRE**

**E-BID #20120020**

**EWIP PAVING REPAIRS/MILLING & RESURFACING VARIOUS ROADWAYS**

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

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

Dated this 1st day of February, 2012.

Lynch Paving & Construction Co., Inc.  
Name of Organization / Proposer

Submitted by: Robert P. Gent, Vice President  
Name and Title

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

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

2. If a Corporation answer the following:

When incorporated March 12, 2007

In what State Florida

Name of Officers: President Christopher M. Lynch

Vice President Robert P. Gent

Secretary Christopher M. Lynch

Treasurer Christopher M. Lynch

3. If a Partnership, answer the following:

Date of organization \_\_\_\_\_

General Limited Partnership \_\_\_\_\_

Name and address of each partner:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attach additional pages if necessary)

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

Lynch Paving & Construction Co., Inc, 503 NW 9th Street, Okeechobee, Florida 34972

Phone-863-763-7373, Fax-863-763-7379

Contact: Robert Gent, email: bgent@lynchpaving.com or jpalmer@lynchpaving.com

EWIP Paving Repairs/Milling & Resurfacing Various Roadways

5. Firm's previous names (if any) What year(s)  
None

6. Area of expertise: Heavy/Highway Construction

7. How many years has your organization been in business? 4yrs 11mo

8. Describe organization profile, including the size, range of activities, licenses, etc.  
 For over 4 1/2 years Lynch Paving and Construction Co. has built and maintained a great reputation for professionalism in our industry. Our strength comes from having a talented and motivated work force at every level within our company. Our team of employees supports our ability to excel in the many sectors of the civil construction industry. From all aspects of utility construction to hot mix asphalt manufacturing, our customers appreciate the value they receive from working with a company with such a diverse set of skills and accomplishments. Lynch Paving and Construction Co. is very proud of the products and services we deliver and look forward to the future opportunities that our past successes will afford us.  
 (Attached additional pages if necessary.)

9. Number of full-time personnel:

	Current	Maximum	Minimum
a. Partners			
b. Managers	2	2	2
c. Supervisors Senior Staff	3	3	3
d. Other Professional Staff	3	3	3
g. Total number of full time personnel	15	15	15

10. What is the drainage construction experience of the principals and supervisory personnel of your organization?  
 (Add resumes of person that will be assigned to this project -- limit one page per person.)

Name	Title	Years of Experience	% of Time to be Spent on City Projects	In What Capacity and With Whom
Robert P. Gent	Vice President	26	20%	See Resume
David Caisse	Proj. Mgr	9	50%	See Resume

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

Name	Work Performed
Robert P. Gent	project/construction management, construction layout, quantity verification, scheduling,
David Caisse	project/construction management, construction layout, quantity verification, scheduling
Peter Gent	project/construction management, construction layout

EWIP Paving Repairs/Milling & Resurfacing Various Roadways

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

13. State your firm's commitment to perform in a timely fashion:  
Through quality project management and planning, Lynch Paving is committed to provide a product which is both on schedule and within budget.

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

Name	Current and Projected Workloads
Robert P. Gent	Current-Sunrise, Oleander and N. 29th St. Improvements, S. Indian River Water Control, Islesworth, Projected-Heights Blvd., FPUA
David Caisse	Current-Sunrise, Oleander and N. 29th St. Improvements, Sebring Airport Projected-Sebring Airport, SR 70 Improvements

15. State your firm's ability to meet budget and schedule:  
Scheduling and completing a project in the time allowed has always been a high priority for Lynch Paving.

16. Provide information regarding any favorable cost containment approaches or ideas that have been successful for you:  
The two most favorable cost approaches which have helped our company succeed would be scheduling and a high quality of work. Reasonable and appropriate schedules help to eliminate costly, last minute mistakes while a high quality of work ensures that the work will be done correctly the first time.

17. Identify any sub-contractor(s) that will be involved, including address(s) and a description of qualification(s). **The "Certification Regarding Lobbying" form must be submitted with each subcontractor listed.**

Name	Address	Qualifications
Not available at this time.		

18. Has the Bidder or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years; or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? If yes, please explain: **No**

EWTP Paving Repairs/Milling & Resurfacing Various Roadways

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(Attached additional pages if necessary.)

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

Yes ( ) No (✓)

If yes, please explain:

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20. List any lawsuits pending or completed within the last five (5) years involving the corporation, partnership or individuals with more than ten percent (10 %) interest:  
Estate of James D. Prentice vs. Lynch Paving & Construction Co., Inc.

(N/A is not an acceptable answer - all must be listed)

21. List any judgments from lawsuits in the last five (5) years:  
Settled out of court

(N/A is not an acceptable answer - all must be listed)

22. List any criminal violations and/or convictions of the Bidder and/or any of its principals:  
No criminal violations

(N/A is not an acceptable answer - all must be listed)

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

Yes ( ) No (✓)

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

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

Yes (✓) No ( )

If "Yes" was checked, state the bonding capacity of the firm. \$50,000,000.00

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

EWIP Paving Repairs/Milling & Resurfacing Various Roadways  
CITY OF PORT ST LUCIE  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, Florida, 34984  
772-871-5223

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

E-Bid Number: 20120020	
Title: EWIP Paving Repairs/Milling & Resurfacing Various Roadways	
Bidder: <u>Lynch Paving &amp; Construction Co., Inc.</u>	
Reference: <u>Highlands County BOCC</u>	Fax #: _____
Email: <u>rgavarrete@hcbcc.org</u>	Telephone #: <u>863-402-6844</u>
Person to contact: <u>Ramone Gavarrete</u>	

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

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

Was the project completed on time and within budget?

What was the project completion date?

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

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

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

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

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

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

E-Bid #20120020

EWIP Paving Repairs/Milling & Resurfacing Various Roadways  
CITY OF PORT ST LUCIE  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, Florida, 34984  
772-871-5223

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

E-Bid Number: 20120020

Title: EWIP Paving Repairs/Milling & Resurfacing Various Roadways

Bidder: Lynch Paving & Construction Co., Inc.

Reference: South Indina River Water Control District

Fax #: 772-286-3925

Email: Amy.Eason@aecom.com

Telephone #: 772-286-3883

Person to contact: Amy Eason

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

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

*Furnish and install a Palm Beach County Standard Roadway surface (Asphalt) to ± 4.0 miles of roadway within Palm Beach Country Estates.*

Was the project completed on time and within budget? *Project is ongoing, but has been on time and under budget*  
What was the project completion date? *ongoing, completion March 2012*  
How many projects has this vendor completed for you within the past 5 years?  
*one (1)*

What problems were encountered (claims)?

*none*

How many change orders were requested by this Contractor?

*none by Contractor, Owner has added work to contract.*

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

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

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

Comments: *They have been very professional and have worked well on the project.*

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	



EWIP Paving Repairs/Milling & Resurfacing Various Roadways  
CITY OF PORT ST LUCIE  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, Florida, 34984  
772-871-5223

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

E-Bid Number: 20120020	
Title: EWIP Paving Repairs/Milling & Resurfacing Various Roadways	
Bidder: <u>Lynch Paving &amp; Construction Co., Inc.</u>	
Reference: <u>FDOT Sebring Operations</u>	Fax #: <u>863-386-6116</u>
Email: <u>Susan.Hindman@dot.state.fl.us</u>	Telephone #: <u>863-386-6112</u>
Person to contact: <u>Susan Hindman</u>	

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

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

Was the project completed on time and within budget?

What was the project completion date?

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

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

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

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

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

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

E-Bid #20120020

TRANSMISSION VERIFICATION REPORT

TIME : 02/02/2012 09:06  
NAME :  
FAX :  
TEL :  
SER.# : 000D1N798419

DATE, TIME	02/02 09:06
FAX NO./NAME	94603649
DURATION	00:00:00
PAGE(S)	00
RESULT	BUSY
MODE	STANDARD

BUSY: BUSY/NO RESPONSE

EWIP Paving Repairs/Milling & Resurfacing Various Roadways  
CITY OF PORT ST LUCIE  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, Florida, 34984  
772-871-5223

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

B-Bid Number: 20120020	
Title: EWIP Paving Repairs/Milling & Resurfacing Various Roadways	
Bidder: <u>Lynch Paving &amp; Construction Co., Inc.</u>	
Reference: <u>Sebring Airport Authority</u>	Fax #: <u>889-858-6447</u>
Email: _____	Telephone #: <u>863-656-6444</u>
Person to contact: <u>Mike Willingham</u>	

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

Describe the scope of work of the contract awarded by your firm to this Contractor.  
*Crack, Seal, Resurfaced runway 14/22 AND related drainage-runway markings.*

Was the project completed on time and within budget? *Yes*

What was the project completion date? *4/19/2010*

How many projects has this vendor completed for you within the past 5 years? *Runway 14/32*

\* Now in the process of reconstructing *Runway 18/36, DRAINAGE, Electrical, markings*

What problems were encountered (claims)? *None*

How many change orders were requested by this Contractor? *one for \$242,10 decrease*  
*one for 19,847.02 decrease*

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

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

Would you contract with this Contractor again? Yes  No  Maybe

Comments:

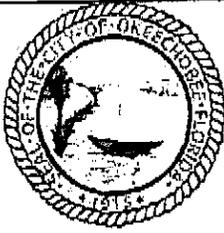
Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

B-Bid #20120020

\* *Crushing existing concrete pavement and reconstructing new asphalt pavement section.*





## MEMORANDUM

CITY OF OKEECHOBEE  
GENERAL SERVICES  
55 SE THIRD AVENUE  
OKEECHOBEE, FL 34974  
863-763-3372 EXT. 218

<b>TO:</b>	City of Port St. Lucie
<b>FROM:</b>	Donnie Robertson – Public Works Director <i>DR</i>
<b>SUBJECT:</b>	Reference check for E-Bid #20120020
<b>DATE:</b>	2/2/12

To whom it may concern,

Okeechobee Asphalt & Ready Mixed Concrete bid a job for Sidewalks for the City of Okeechobee. There was no asphalt work involved with the project. The work was satisfactory and I would recommend them for sidewalk jobs. Should you have any further questions or need to speak to me, just give me a call at 863-634-3635.

Thank you.

EWIP Paving Repairs/Milling & Resurfacing Various Roadways  
CITY OF PORT ST LUCIE  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, Florida, 34984  
772-871-5223

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

E-Bid Number: 20120020	
Title: EWIP Paving Repairs/Milling & Resurfacing Various Roadways	
Bidder: <u>Lynch Paving &amp; Construction Co., Inc.</u>	
Reference: <u>City of Okeechobee</u>	Fax #: <u>863-763-1686</u>
Email: <u>drobotson@cityofokeechobee.com</u>	Telephone #: <u>863-634-3636</u>
Person to contact: <u>Dannle Robertson</u>	

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

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

Was the project completed on time and within budget?

What was the project completion date?

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

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

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

Professionalism \_\_\_\_\_

Final Product \_\_\_\_\_

Qualifications \_\_\_\_\_

Cooperation \_\_\_\_\_

Budget Control \_\_\_\_\_

Reliability \_\_\_\_\_

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

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

E-Bid #20120020

EWIP Paving Repairs/Milling & Resurfacing Various Roadways  
**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**  
E-Bid #20120020

State of Florida }

County of Okeechobee }

Robert P. Gent, being first duly sworn, disposes and says that:  
(Name/s)

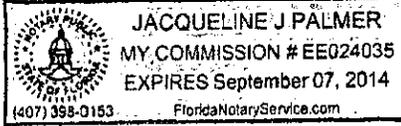
1. They are Vice President of Lynch Paving & Construction Co., Inc. the Bidder that  
(Title) (Name of Company)  
has submitted the attached bid/PROPOSAL;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid/PROPOSAL;
3. Such Bid/Proposal is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder/Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Port St. Lucie or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) Robert P. Gent  
(Title) Vice President

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

The foregoing instrument was acknowledged before me this 1st Day of February 2012  
(Date)

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



Jacqueline J. Palmer Jacqueline J. Palmer  
Notary (print & sign name)  
Commission No. EE024035

EWIP Paving Repairs/Milling & Resurfacing Various Roadways

E-Bid #20120020  
BUY AMERICA CERTIFICATE OF COMPLIANCE

**CERTIFICATE OF COMPLIANCE**



**COMPLIANCE**

The Contractor 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. Contractor 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: Lynch Paving & Construction Co., Inc.

Authorized By: Robert P. Gent Robert P. Gent  
(Sign) (Print Name)

Title: Vice President Date: February 1, 2012

**CERTIFICATION REGARDING LOBBYING**

The undersigned 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 of 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 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: Lynch Paving & Construction Co., Inc.

Authorized By: Robert P. Gent Robert P. Gent  
(Sign) (Print Name)

Title: Vice President Date: February 1, 2012

**(All Subcontractors are required to submit this form with the Prime Contractor's Bid)**

EWIP Paving Repairs/Milling & Resurfacing Various Roadways

**E-BID #20120020**

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

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

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

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

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

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

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

Company Name: Lynch Paving & Construction Co., Inc.

Authorized By: Robert P. Gent Robert P. Gent  
(Sign) (Print Name)

Title: Vice President Date: February 1, 2012

EWIP Paving Repairs/Milling & Resurfacing Various Roadways  
CITY OF PORT ST. LUCIE  
E-BID # 20120020

PROJECT TITLE: EWIP Paving Repairs/Milling & Resurfacing Various Roadways

CONTRACTOR VERIFICATION FORM

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of Firm: Lynch Paving & Construction Co., Inc.

Corporate Title: Lynch Paving & Construction Co., Inc.

Address: 503 NW 9th Street

Okeechobee, Florida 34973

(Zip Code)

By: Robert P. Gent Vice-President  
(Print name) (Print title)

Robert P. Gent  
(Authorized Signature)

Telephone: (863) 763-7373

Fax: (863) 763-7379

State License # CGC1507091 (ATTACH COPY)

County License # 25086 (ATTACH COPY)

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

Type of License: Paving

Unlimited No (yes/no)

If "NO", Limited to what trade? Paving

## DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes hereby certifies that  
Lynch Paving & Construction Co., 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

February 1, 2012

Date

EWIP Paving Repairs/Milling & Resurfacing Various Roadways

### CHECKLIST

E-Bid #20120020

### EWIP Paving Repairs/Milling & Resurfacing Various Roadways

Name of Bidder: Lynch Paving & Construction Co., Inc.

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

- E-Bid Reply Sheet #20120020 with proper signature uploaded to Demandstar.
- E-Bid Reply Excel Spreadsheet uploaded to Demandstar.
- Drug-Free Workplace Form uploaded to Demandstar.
- 5% Bid Bond uploaded to Demandstar and mailed in immediately after opening.
- All pricing has been mathematically reviewed and all corrections have been initialed.
- All price extensions and totals have been thoroughly checked.
- Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #20120020.
- Required W-9 as per Section 1.24.1 uploaded to Demandstar.
- Copy of Insurance Certificate in accordance with Section 5 of the E-Bid documents uploaded to Demandstar.
- Copy of all required licenses and certifications to do work in the City of Port St. Lucie uploaded to Demandstar.
- Have reviewed the Contract and accept all City Terms and Conditions.
- Contractor's Questionnaire uploaded to Demandstar.
- Required forms: Non-Collusion Affidavit of Prime Bidder; Buy America Certificate of Compliance; Certification Regarding Lobbying; Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions; and Contractor Verification Form. All forms are to be uploaded to Demandstar.
- List of all sub-contractors with required forms for "Certification Regarding Lobbying" and Minority Status Statement. (Use the Questionnaire for the Minority Status providing all sub-contractors are listed). All requested information is to be uploaded to Demandstar.
- 5 completed Reference Check Forms uploaded to Demandstar.
- Copy of the Checklist uploaded to Demandstar.

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

## **Robert P. Gent**

*1334 South West Cedar Cove  
Port Saint Lucie, FL 34986  
Home: 772-807-5520 Cell: 863-697-2621  
bgent59@yahoo.com*

### **Experience**

#### **Vice President**

##### **Current**

Lynch Paving & Construction Co., Inc.  
Okeechobee Asphalt & Ready Mixed Concrete, Inc.  
Okeechobee, Florida

- Full Responsibility for all day to day operations
- Estimate and bid all federal, state, local and private projects
- Supervision of all field personnel

#### **Project Manager/Superintendent/Estimator**

##### **1986-2006**

Lawrence-Lynch Corporation, Falmouth MA

- Quantity, take off and estimates for projects.
- Bidding of residential and commercial projects.
- Supervision of field personnel.
- Bidding and managing for government agencies and town contracts.

#### **Owner/Operator**

##### **1984-1988**

R.P. Gent Trucking, West Yarmouth, MA

- Responsible for all company operations

### Training/Seminars

2001 OHHA 10 Hour Construction Safety and Health.

1995 National Asphalt Pavement Association Superintendent's Paving Program

1994 National Fire and Medical Services  
Hazardous Waste Operation 8 Hour Supervisor Course

1994 OSHA Confined Space and Trenching Safety Course

1987 National Asphalt Pavement Association Superintendent Workshop

### Licenses

Numerous Florida County Specialty Contractor (Asphalt Paving & Concrete) Licenses  
Florida Asphalt Plant Level I Certification  
Massachusetts Construction Superintendent  
Florida Drivers License Class A  
D.O.T. Commercial Drivers License- All endorsements

### Projects Completed to Date

Project values range from \$25,000.00-\$2,500,000.00

Commercial parking lots  
Road and parking lot development for condominiums/subdivisions  
Various government projects  
Completed site development including underground utilities

### Education

Dennis-Yarmouth Regional High School  
South Yarmouth, MA  
General Education Diploma, 1977

AC# 5194414

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L10091405315

DATE	BATCH NUMBER	LICENSE NBR
09/14/2010	100084243	CGC1507891

The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 89, FS  
Expiration date: AUG 31, 2012



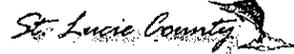
FISS, ASA FRANCIS  
LYNCH PAVING & CONSTRUCTION CON INC  
773 CREEKWATER TER #115  
LAKE MARY FL 32746

CHARLIE CRIST  
GOVERNOR

CHARLIE LIEM  
SECRETARY

DISPLAY AS REQUIRED BY LAW

**County Certification Number: 25086**



Building & Code Regulation Division  
2300 Virginia Avenue  
Ft. Pierce, FL 34982

Phone: (772) 462-1673 Fax: (772) 462-1148  
[http://www.stlucieco.org/public\\_works/contract\\_licen.htm](http://www.stlucieco.org/public_works/contract_licen.htm)  
<http://airs.slcf.vetrol.com/AIRSweb.php>

**Issued To: ROBERT P. GENT  
LYNCH PAVING & CONSTRUCTION CO., INC**

**P.O BOX 1994  
OKEECHOBEE, FL 34973**

**Class Code: Paving**

**License Type: County Certificate**

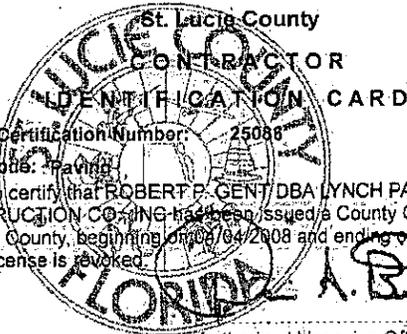
This Competency Card, issued by the St. Lucie County Contractor Certification Division, authorizes work for the Class Code stated, for the unincorporated areas of St. Lucie County. It does not authorize work for the City of Ft. Pierce, St. Lucie Village or the City of Port St. Lucie. It is the Contractor's responsibility to maintain this card in a current status by providing a Certificate of Insurance, current address and telephone information, and renewing this card annually as required.

**Effective Date: 4/4/2008**

**Expiration Date: 9/30/2012**

### Wallet Contractor ID Card

\* Cut on outside of line, then fold in half.



County Certification Number: 25086

Class Code: Paving

This is to certify that ROBERT P. GENT/DBA LYNCH PAVING & CONSTRUCTION CO. INC has been issued a County Certificate in St. Lucie County, beginning on 04/04/2008 and ending on 09/30/2012, unless license is revoked.

Authorized Licensing Official



Automated Inspection Line: (772) 462 - 1261  
Inspection Line: (772) 462 - 2172  
Contractor Licensing: (772) 462 - 1673  
Contractor Fax Line: (772) 462 - 1148

CITY OF PORT ST. LUCIE  
BUILDING DEPARTMENT  
CERTIFICATE OF COMPETENCY

109785

EXPIRE: 09/30/12

GENT. ROBERT P.  
LYNCH PAVING & CONSTRUCTION CO., INC.  
503 NW 8TH ST. PO BOX 1188  
OKEECHOBEE, FL 34973

SIGNATURE \_\_\_\_\_

PAVING CONTRACTOR

FL#:

PSL12-10155

# LYNCH PAVING & CONSTRUCTION CO. INC.

503 NW 9th Street • Okeechobee, FL 34972 • P.O. Box 1994 • Okeechobee, FL 34973  
office: (863) 763-7373 • fax: (863) 763-7379  
[www.lynchpaving.com](http://www.lynchpaving.com)

## Firm Members Qualifications

David Caisse, P.E. License # 69807 (Florida) ~ B.S. Degree Civil Engineering, Trained in Project Management and Leadership Development, FICE/FDOT Pond Design Course, DEP Qualified Storm Water Management Inspector, Certified in Intermediate MOT, Trained in the latest ADA Regulations and Certified CPR and AED.

Robert P. Gent ~ Project Management, Estimating, FDOT Asphalt Plant Technician Level 1, DEP Qualified Stormwater Management Inspector, National Asphalt Pavement Association Superintendent Program, OSHA Confined Space and Trench Safety and OSHA Construction Safety and Health.

Peter Gent ~ FDOT Asphalt Paving Technician Levels 1 & 2, DEP Stormwater Management Inspection, Construction Supervision.

James Haywood ~ FDOT Asphalt Plant Lab Technician Levels 1 & 2, FDOT Quality Control Manager.

Jackie Palmer ~ FDOT Asphalt Plant Lab Technician Levels 1 & 2, FDOT Certified Concrete Batch Plant Operator.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/1/2012

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

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

<b>PRODUCER</b> The Driscoll Agency, Inc. 93 Longwater Circle P.O. Box 9120 Norwell MA 02061	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 781-681-6656 FAX (A/C, No): 781-681-6686 E-MAIL ADDRESS: jbd@driscollagency.com PRODUCER CUSTOMER ID #: 3130	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Lynch Paving & Construction Co Inc Okeechobee Asphalt & Ready Mixed Concrete Inc 503 NW 9th Street Okeechobee FL 34973	<b>INSURER A:</b> Old Republic General Ins Corp	
	<b>INSURER B:</b> Star Indemnity & Liability Company	
	<b>INSURER C:</b> Travelers Indemnity Co. of CT 25682	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		<b>NAIC #</b>

**COVERAGES**

CERTIFICATE NUMBER: 1990124031

REVISION NUMBER:

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

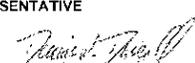
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS					
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blkt Contractual  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC			A2CG99941100	4/1/2011	4/1/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$					
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> \$1,000 Ded Comp/Coll			A2CA99941100	4/1/2011	4/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$					
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$N/A			SISCCCL00016411	4/1/2011	4/1/2012	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ \$					
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH). If yes, describe under DESCRIPTION OF OPERATIONS below <table style="float: right; margin-left: 20px;"> <tr> <td>Y/N</td> <td>N/A</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	Y/N	N/A	<input type="checkbox"/>	<input type="checkbox"/>			A2CW99941100	4/1/2011	4/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER USL&H E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000	
Y/N	N/A											
<input type="checkbox"/>	<input type="checkbox"/>											
C	<b>Contractors Equipment</b> Leased/Rented Equipment Installation Floater			QT660739X9338	4/1/2011	4/1/2012	Sched & Unsched See Policy Max Per Item: \$500,000 Limit Per Job Site: \$1,000,000					

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

E-BID #20120020/EASTERN WATERSHED IMPROVEMENT PROJECTS (EWIP) PAVING REPAIRS/MILLING &amp; RESURFACING VARIOUS ROADWAYS.

See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

CITY OF PORT ST. LUCIE OFFICE OF MANAGEMENT & BUDGET 121 SW PORT ST. LUCIE BLVD PORT ST. LUCIE FL 34984	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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**ADDITIONAL REMARKS SCHEDULE**

AGENCY The Driscoll Agency, Inc.		NAMED INSURED: Lynch Paving & Construction Co Inc Okeechobee Asphalt & Ready Mixed Concrete Inc 503 NW 9th Street Okeechobee FL 34973	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

CITY OF PORT ST. LUCIE are included as Additional Insureds for General Liability for ongoing and completed operations, and Excess Liability, as required by a signed written contract or agreement with the Named Insured.

The Additional Insured coverage for General Liability & Excess Liability detailed above applies on a primary and non-contributory basis where required by a signed written contract or agreement with the Named Insured.

CITY OF PORT ST. LUCIE are included as Additional Insured for Automobile Liability on a primary basis-for the conduct of the (Named) Insured, but only to the extent of that liability.

The General Liability, Umbrella Liability, Automobile Liability, and Worker's Compensation policies include a Waiver of Subrogation in favor of CITY OF PORT ST. LUCIE, on whose behalf the Named Insured is required to obtain this Waiver under a written contract or agreement. executed prior to a loss.

Notice of cancellation provision is 30 days, except 10 days applies for non-payment of premium.

**Request for Taxpayer  
Identification Number and Certification**

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

Name (as shown on your income tax return):  
**Lynch Paving & Construction Co. Inc.**

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required):  
 Individual/sole proprietor  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate  
 Limited liability company\* Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶  
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.):  
**PO BOX 1994 503 NW 9TH STREET**

City, state, and ZIP code:  
**OKEECHOBEE, FL 34973**

Requester's name and address (optional)

List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

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

**Social security number**

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

**Employer identification number**

2	0	-	8	6	1	0	4	3	7
---	---	---	---	---	---	---	---	---	---

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

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below).

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

**Sign Here** Signature of U.S. person ▶ *D Robertson*

Date ▶ *2-1-2012*

**General Instructions**

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

**Purpose of Form**

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

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

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

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

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

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

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

## E-Bid Submittals

### Awarded Contractor

- Lynch Paving & Construction Co., Inc.

### Non-Awarded Contractors

- Sunshine Land Design
- Community Asphalt
- JW Cheatham
- Ranger Construction
- Dickerson Florida
- Mancil's Tractor Service

**CITY OF PORT SAINT LUCIE  
CONTRACT #20120020**

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 **Lynch Paving & Construction Company, Inc.**, PO Box 1994 (503 NW 9th Street), Okeechobee, Florida 34973, Telephone No. (772) 763-7373 Fax No. (772) 763-7379, 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:

**PROJECT MANAGER**

As used herein the Project Manager shall mean James Angstadt, P.E., Engineering Department at (772) 344-4239, or his designee

**NOTICES**

City Project Manager:	James Angstadt, P.E. City of Port St. Lucie 121 SW Port St. Lucie Blvd. Port St. Lucie, Florida 34984 Telephone: 772-344-4239 Email: <a href="mailto:jangstadt@cityofpsl.com">jangstadt@cityofpsl.com</a>
City Contract Administrator:	Robyn Holder, CPPB City of Port St. Lucie 121 SW Port St. Lucie Blvd. Port St. Lucie, Florida 34984 Telephone: 772-871-5223 Fax: 772-871-7337 Email: <a href="mailto:rholder@cityofpsl.com">rholder@cityofpsl.com</a>
Contractor:	Lynch Paving & Construction Company, Inc. PO Box 1994 (503 NW 9th Street) Okeechobee, Florida 34973 Telephone: 863-763-7376 Fax: 863-763-7379 Email: <a href="mailto:bgent@lynchpaving.com">bgent@lynchpaving.com</a>

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

The specific work that the Contractor has agreed to perform pursuant to the E-Bid Specifications #20120020 consisting of pages 1 - 57, all Addenda, Technical Specifications Parts 1, 2 & 3 consisting of pages 1 -

51, Attachments A – E, for the Paving Repairs/Milling & Resurfacing Various Roadways in the Eastern Watershed Improvement Project area are hereby incorporated herein by this reference.

## SECTION II TIME OF PERFORMANCE

Contract period shall begin on \_\_\_\_\_ and terminate one hundred eighty (180) calendar days thereafter on \_\_\_\_\_, 2012. 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 Project Manager Supervisor until all work specified in the bid specifications has been rendered and completed to the full satisfaction of the City.

## SECTION III COMPENSATION

The total amount to be paid by the City to the Contractor is on a per unit fixed price basis in the amount of **\$313,460.00** as indicated on Schedule A attached hereto and made a part hereof for this Contract, which includes a one-time ten dollar (\$10.00) payment for indemnification as provided in Section V of this Contract herein below. Payments will be disbursed in the following manner:

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

**Progress Payments**- The City will make partial 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 Net thirty (30) days after the receipt of the Pay Request. Retainage, if applicable, will be held as per FS Section 218.735 (8)(a)-(b) of ten percent (10%) on each invoice submitted. The City will make payment unless the City feels there are grounds for withholding the payment of Retainage. If the City makes payment of the Retainage to the Contractor then the Contractor shall timely remit payment of such Retainage to all subcontractors and suppliers attributable to the labor, services or material supplied. All remaining retained amounts will be released to the Contractor Net thirty (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 pay request. Retainage and progress payments may be negotiated if payment is made by the Visa Procurement Card.

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

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

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

No payment for projects involving improvements to real property shall be due until Contractor delivers to City a complete release of all claims and liens arising out of or resulting from the Contractor's performance of the work under the contract, an affidavit asserting and confirming that to the Contractor's personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

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

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

#### **SECTION IV CONFORMANCE WITH BID**

It is understood that the materials and/or work required under this Contract 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 in full herein.

#### **SECTION V INDEMNIFICATION/INSURANCE**

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

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

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

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

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

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
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 are to be provided for a minimum of 5 years from the date of possession by owner or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is also to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause. There shall be no exclusion for Mold, Silica or Respirable Dust or Bodily Injury or Property Damage arising out of heat, smoke, fumes or ash from a hostile fire.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as an Additional Insured with a CG20101185 or CG20371001 & CG20100704-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents, and Contract #20120020 for the EWIP Paving Repairs/Milling & Resurfacing Various Roadways shall be listed as additionally insured**". 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 to and approved by the City as to the 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 described limits, the Contractor shall be required, upon receipt of a thirty (30) day written notice from the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each accident covering any auto, owned, non-owned 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. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

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

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

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

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

**Payment & Performance Bonds:** The Contractor shall furnish an acceptable Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of 100% of the Contract price. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect a minimum of one (1) year after the work has been completed and final acceptance of the work is issued by the City.

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

**SECTION VI  
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS**

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

**SECTION VII  
WORK CHANGES**

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

**SECTION VIII  
COMPLIANCE WITH LAWS**

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances and codes 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. Part 35.151.

Davis-Bacon Act Wage Rate Decision:

General Decision Number: FL100338 11/18/2011 FL338

Superseded General Decision Number: FL20080338

State: Florida

Construction Type: Highway

County: St Lucie County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/12/2010
1	04/01/2011
2	11/18/2011

ELEC0323-003 09/05/1993

Rates

Fringes

ELECTRICIAN.....\$ 15.88 21.5%

-----  
ENGI0487-018 01/01/2010

	Rates	Fringes
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
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: Oiler.....	\$ 22.24	8.78

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\* 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 (29 CFR 5.5(a)(1)(ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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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.

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 Project Manager.

### **SECTION XI DELIVERY DOCUMENTATION**

Not applicable.

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

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager 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 Project Manager 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. Such examination, inspection, or tests made by the Project Manager, shall not relieve Contractor of its 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. If there is a conflict between the Contract and specifications, the Contract will control.

### **SECTION XIV LICENSING**

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

### **SECTION XV SAFETY PRECAUTIONS**

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

## **SECTION XVI ASSIGNMENT**

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

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

A. Termination of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work. The City may also in 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 for such material. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and 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 five hundred sixty-six (\$566.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the 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 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 Contractor thirty (30) days notice in writing. Upon delivery of said notice and upon expiration of the thirty (30) day period, the Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this

paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed.

**SECTION XVIII  
LAW AND VENUE**

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

**SECTION XIX  
REIMBURSEMENT FOR INSPECTION**

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

**SECTION XX  
APPROPRIATION APPROVAL**

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

**SECTION XXI  
RENEWAL OPTION**

Not applicable to this contract.

**SECTION XXII  
ENTIRE CONTRACT**

The written terms and provisions of this Contract shall supersede all prior 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 left intentionally blank*

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

CITY OF PORT ST. LUCIE FLORIDA

By: \_\_\_\_\_  
City Manager

ATTEST:

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Authorized Representative of Lynch Paving & Construction Company, Inc.

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

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

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

Please check one:

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

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

Identification No. \_\_\_\_\_

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

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

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

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

(seal)

SCHEDULE A

LINE NO.	PAY ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	BID TOTAL
<b>GENERAL ITEMS</b>						
1	101-1	MOBILIZATION (INCLUDES VIDEO)	LS	1	\$26,380.00	\$ 26,380.00
2	102-1	MAINTENANCE OF TRAFFIC	LS	1	\$10,500.00	\$ 10,500.00
3		INDEMNIFICATION FEE	LS	1	\$ 10.00	\$ 10.00
<i>Total for General Items</i>			--	--	--	\$ 36,890.00
<b>ROADWAY AND DRAINAGE</b>						
5	327-70-1	MILL EXISTING ASPHALT PAVEMENT(1" DEPTH)	SY	3000	\$ 1.50	\$ 4,500.00
6	334-1-13	SUPERPAVE ASPHALTIC CONCRETE OVERLAY (1")	SY	46400	\$ 5.30	\$ 245,920.00
7	710-90	RETRO-REFLECTIVE PAVEMENT MARKERS (Y/Y/Y)	EA	15	\$ 10.00	\$ 150.00
8	711-11111	THERMOPLASTIC STRIPING,	LS	1	\$21,000.00	\$ 21,000.00
<i>Total for Roadway and Drainage</i>			--	--	--	\$ 271,570.00
<b>UTILITIES</b>						
9	1000-0	UTILITY RELOCATION ALLOWANCE	ALLOW	1	\$ 5,000.00	\$ 5,000.00
<i>Total for Utilities</i>			--	--	--	\$ 5,000.00
<b>PROJECT TOTAL</b>			--	--	--	<b>\$313,460.00</b>

## E-Bid Documents

- E-Bid Specification Document
- Attachment A - Technical Specifications
- Attachment B - Fact Sheet #66 The Davis Bacon & Related Acts
- Attachment C - 29 C.F.R. Contract Provisions & Related Matters
- Attachment D - Whistleblowers Know Your Rights Poster
- Attachment E - Maps
- Addendum #1 - Pre Bid Conference Summary
- Legal Advertisement Verification
- Pre Bid Agenda & Sign In Sheet
- Bid Request form



*"A City for All Ages"*

## **CITY OF PORT ST. LUCIE**

**Sealed Electronic Bid #20120020  
(E-Bid)**

**Eastern Watershed Improvement Project (EWIP)  
Paving Repairs/Milling & Resurfacing Various Roadways**

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

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## INVITATION TO E-BID

Sealed Electronic Bid #20120020 for the Eastern Watershed Improvement Project (EWIP) Paving Repairs/Milling & Resurfacing Various Roadways will be received by the Office of Management and Budget of the City of Port St. Lucie no later than **3:00:00 p.m. on February 1, 2012**. Specifications are attached.

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

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

A Pre-Bid Conference for all Bidders will be held in the Office of Management & Budget Conference Room #390, Building A, located at 121 SW Port St. Lucie Blvd, Port St. Lucie, FL 34984, on **January 17, 2012 at 2:00 pm**. At this time, the specifications and other bidding documents will be explained, and questions regarding the project will be discussed.

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

Each Bidder(s) must deposit with his/her bid, a bid bond, or bid guaranty, in the amount of five percent (5%) of the bid total, made payable to the City of Port St. Lucie. This must be uploaded at time of submittal and then mailed to the City immediately after opening. Thus showing evidence that a bid bond was obtained. Contractors are to send the Bid Bond to the City via regular mail, express mail or hand delivered within three (3) business days after the opening date. This **MUST** be received within three (3) business days or your Bid may not be considered.

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

Documents required for this E-Bid:

- E-Bid Specifications, pages 1 - 57.
- E-Bid Reply Sheet #20120020, pages 21 - 23 (included in E-Bid Specifications).
- E-Bid Reply Excel Spreadsheet, page 1 (not included in E-Bid Specifications).
- Attachment A – Technical Specifications Parts 1, 2 & 3, pages 1 - 51 (not included in E-Bid Specifications).
- Attachment B- Fact Sheet #66: The Davis-Bacon and Related Acts (DBRA), pages 1 - 2 (not included in E-Bid Specifications).
- Attachment C – Davis Bacon and Related Acts, pages 1 – 8 (not included in E-Bid Specifications).
- Attachment D – Whistleblowers Know Your Rights poster, page 1 (not included in E-Bid Specifications).

EWIP Paving Repairs/Milling & Resurfacing Various Roadways

- Attachment E - Maps, pages 1 - 3 (not included in E-Bid Specifications).

Robyn Holder, CPPB  
Contract Specialist

**CAUTION: *Bidders should take caution that the City is not responsible for any power outages or internet failures. It is suggested that you upload your response in adequate time to assure that it will post on the day prior to the closing date.***

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**SPECIFICATIONS**

**E-BID #20120020**

**Eastern Watershed Improvement Projects (EWIP)  
Paving Repairs / Milling & Resurfacing Various Roadways**

**OVERVIEW**

The City of Port St. Lucie desires to obtain quotations from qualified contractors, individuals, firms, and legal entities relative to the construction of the Eastern Watershed Improvement Project (EWIP) Paving Repairs/Milling & Resurfacing Various Roadways throughout the EWIP locations in the City of Port St. Lucie. Contract period will be one hundred eighty (180) calendar days with no option for renewal.

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

**INTENT**

It is the intent of the City to enter into a per unit fixed price basis contract with one (1) qualified Contractor to perform Paving Repairs/Milling & Resurfacing Various Roadways located in the eastern section of Port St. Lucie. The unit prices shall include all labor, materials, equipment guarantees and warranties.

**Scope of Work:** This project involves the milling and resurfacing and/or just resurfacing of selected roadways within the City of Port St. Lucie. The project is one of the final components of the Eastern Watershed Improvement Projects (EWIP).

Pavement Repair Sites & approximate footage:

1.	SE Tiffany Avenue	2,680 LF
2.	SE Simmons Street	1,240 LF
3.	SE Flintlock Road	670 LF
4.	SE Grand Drive	2,400 LF
5.	SE Patio Circle	675 LF
6.	SE Patio Circle	700 LF
7.	SE Avalon Road	580 LF
8.	SE Burr Street	780 LF
9.	SE Van Kleff Avenue	1,100 LF
10.	SE Bryson Ave/SE Dalhart Rd	950 LF
11.	SE Maslan Avenue	1,800 LF
12.	SE Mary Terrace	1,050 LF
13.	SE Parrot Street	825 LF
14.	SE Leithgow Street	1,420 LF
15.	SE Mariposa Avenue	2,650 LF

## 1. GENERAL REQUIREMENTS

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

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

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

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

**1.5 Qualifications** - Bidders shall have the necessary organization, experience, capital, and equipment to carry out the provisions of the Contract to the satisfaction of the City. Bidders will submit all required licenses and certifications required to perform these projects with the E-Bid Reply Sheet #20120020. 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 E-Bid Reply Sheet #20120020. The City of Port St. Lucie shall **NOT** be used as a reference. References are subject to verification by the City and will be utilized as part of the award process. Performance history, list of projects recently completed and in process, major equipment available for this project, and experience of the principal members of the Bidder's organization must be furnished within seven (7) days, *if requested*.

**1.6 Award of Contract** - The City shall take measures as deemed necessary to determine the ability of the Bidder to perform the obligations of the Contract. The City may reject any bid where an investigation of the available information indicates a Bidder is not the most qualified to perform the obligation of the Contract. The City may require a Bidder to furnish additional statements of qualifications. Award of Contract will be to the lowest responsive responsible Bidder for the bid price listed on the E-Bid Reply Sheet #20120020 Section 5.3. This total must agree with the amount stated in the E-Bid Reply Excel Spreadsheet project total for the "EWIP Paving Repairs/Milling & Resurfacing of Various Roadways Total". Discrepancies that occur between the dollar amounts listed on Demandstar (amount filled in when uploading bid documents), the dollar amount on the E-Bid Reply Excel Spreadsheet and the dollar amount list on the E-Bid Reply Sheet #20120020 will be resolved in favor of the E-Bid Reply Excel Spreadsheet.

- City Ordinance Section 35.12 Local Preference will not apply.

EWIP Paving Repairs/Milling & Resurfacing Various Roadways

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

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

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

**1.9 Submittal of E-Bid** - Unless otherwise provided herein, all bids shall be submitted by completing and returning the E-Bid Reply Sheet and any other documentation that is required by this bid. The E-Bid Reply Sheet #20120020 should be typed or printed and signed in black/blue ink. The individual signing the bid must initial all changes. All submittals are required to be electronic. No hard copies will be accepted.

- A. Request Bid Specifications, #20120020 from Onvia, via phone 800-711-1712 or via internet [www.cityofpsl.com](http://www.cityofpsl.com)
- B. Download the E-Bid Reply Excel Spreadsheet and save to your hard drive, program is in Excel Office 2003 Professional. Enter unit prices on the E-Bid Reply Excel Spreadsheet and save. The form will automatically total the unit prices.
- C. Complete company information on E-Bid Reply Sheet #20120020.
- D. Enter total price on E-Bid Reply Sheet #20120020. Totals shall agree with the E-Bid Reply Excel Spreadsheet that is to be uploaded at time of submittal. Discrepancies between the E-Bid Excel Spreadsheet uploaded on Demandstar, the dollar amount listed on the web page at time of submittal and the E-Bid Reply Sheet #20120020 uploaded on Demandstar will be resolved in favor of the E-Bid Excel Spreadsheet that is uploaded at time of submittal.
- E. Electronically sign the E-Bid Reply Sheet #20120020 where indicated.
- F. Upload and submit the E-Bid Reply Sheet #20120020, E-Bid Reply Excel Spreadsheet, Contractor's Questionnaire, Non-Collusion Affidavit of Prime Bidder, Buy America Certificate of Compliance, Certification Regarding Lobbying, Certification Regarding Debarment, Contractor Verification Form, 5% Bid Bond (**MUST** be received within 3 days after the opening or your bid may not be considered), Five (5) completed Reference Check Forms (top portion only), Insurance Certificate(s), Drug Free Workplace Form, W-9 Form and the Checklist onto Demandstar by the due date and time. Acknowledge all Addenda on the E-Bid Reply Sheet #20120020.
- G. Upload and submit a copy of your license for this type of work; or in compliance with Florida Statute Chapter 489, a copy of the certificate issued by the State of Florida authorizing the Bidder(s) to transact business within the state.

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

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

- Bid Specifications– Pages 1 – 57.
- Bid Reply Sheet #20120020.
- Contractor’s Questionnaire.
- Reference Check Form (5 to be submitted with Bid).
- E-Bid Reply Excel Spreadsheet.
- Non-Collusion Affidavit of Prime Bidder.
- Buy America Certificate of Compliance.
- Certification Regarding Lobbying.
- Certification Regarding Debarment.
- Contractor Verification Form.
- Drug Free Workplace Form.
- E-Bid Reply Excel Spreadsheet
- Attachments:
  - Attachment A – Technical Specifications Parts 1, 2 & 3, pages 1 - 51.
  - Attachment B – Fact Sheet #66: The Davis-Bacon and Related Act, pages 1-2.
  - Attachment C – Davis Bacon and Related Acts, pages 1 – 8.
  - Attachment D – Whistleblowers Know Your Rights poster, page 1.
  - Attachment E - Maps, pages 1 - 3.

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

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

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

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

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

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

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

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

**PLEASE NOTE**

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

Bidders are requested to state on the Bid Reply Sheet #20120020 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 thirty (30) ARI.

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

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

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

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

**1.15 Time of Award** - The City reserves the right to hold bid guarantees for a period not to exceed ninety (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,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. SPECIAL REQUIREMENTS

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

**2.2 Warranty and Guarantee** - All materials must be warranted by the Bidder(s) to be free of defects in workmanship and material for a period of not less than three hundred sixty-five (365) days; said period to commence upon the date materials 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 seven (7) days after receipt of notification from the City of the defect.

**2.3 Acts of God** - The Contractor shall be responsible for all preparation of the site for Acts of God, including but not limited to; earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind or other natural phenomenon of normal intensity, including extreme rainfall. No reparation shall be made to the Contractor for damages to the work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

**2.4 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, or designed site.

**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 Project Manager of the discrepancy. The Bidder shall thereafter proceed as authorized by the Project Manager 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 Project Manager, to the Bidder. The Bidder shall resume the work within three (3) calendar days after a written notice to resume work, signed by the Project Manager, 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

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

**3. SPECIFIC REQUIREMENTS**

**3.1 Pre-Bid Conference** - A pre-bid conference for all Bidders will be held at the City of Port St. Lucie in the Office of Management and Budget at 2:00 p.m. on January 17, 2012, at this time, the specifications and other bidding documents will be explained, and questions regarding the project will be discussed. This is not a mandatory meeting.

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

**3.3 Scope of Work** - This project involves the milling and resurfacing and/or just resurfacing of selected roadways within the City of Port St. Lucie. The project is one (1) of the final components of the Eastern Watershed Improvement Project (EWIP) in the City of Port St. Lucie. Contract period will be one hundred eighty (180) calendar days with no option for renewal.

Pavement Repair Sites & approximate footage:

1.	SE Tiffany Avenue	2,680 LF
2.	SE Simmons Street	1,240 LF
3.	SE Flintlock Road	670 LF
4.	SE Grand Drive	2,400 LF
5.	SE Patio Circle	675 LF
6.	SE Patio Circle	700 LF
7.	SE Avalon Road	580 LF
8.	SE Burr Street	780 LF
9.	SE Van Kleff Avenue	1,100 LF
10.	SE Bryson Ave/SE Dalhart Rd	950 LF
11.	SE Maslan Avenue	1,800 LF
12.	SE Mary Terrace	1,050 LF
13.	SE Parrot Street	825 LF

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- 14. SE Leithgow Street 1,420 LF
- 15. SE Mariposa Avenue 2,650 LF

**3.4 Hours of Service** - The standard hours of work allowed in the City of Port St. Lucie's right-of-way are from 7:00 a.m. to sundown Monday through Friday. Any work performed by the Contractor outside of the aforementioned time limit requires special authorization 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.

**3.5 Davis-Bacon Act** – The following General Decision, or latest decision, will apply.

General Decision Number: FL100338 11/18/2011 FL338

Superseded General Decision Number: FL20080338

State: Florida

Construction Type: Highway

County: St Lucie County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/12/2010
1	04/01/2011
2	11/18/2011

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

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& 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
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: Oiler.....	\$ 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

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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

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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.

=====  
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 (29 CFR 5.5(a)(1)(ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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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.

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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.

END OF GENERAL DECISION

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

**4.1 Proposal Guaranty**- A Bid Bond, certified check, cashiers check, bank money order, bank draft on any national or state bank, or cash, in the amount of five percent (5%) of the total bid price made payable to the "City of Port St. Lucie", shall accompany each proposal as a 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 and send the original Bid Bond in immediately after the opening will be cause for the rejection of the bid.

E-Bid #20120020

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

**4.3 Payment & Performance Bonds**- The selected Bidder 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, however it is agreed and understood that the City will not be bound unless and until it has been duly authorized by the City Council and has been executed by the City Manager. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force a minimum of one (1) year after the work required has been completed and final acceptance by the City.

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

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

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

**4.5 Failure to Execute** - The failure on the part of the Bidder to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation may be cause for the annulment of the award. In the event of the annulment of the award, the amount of guaranty deposited with the proposal will be retained or be paid upon demand to the City, not as a forfeiture, but rather as liquidated damages for the breach of the Contract, it being agreed to by each Bidder in advance that the City will sustain certain damages by reason of the failure of the Bidder to sign the Contract and/or deliver the required Insurance Certificates and other documentation and that such damages equal the amount of the bid security; or exceed the same, and in no event shall the Bidder thereafter be permitted to contest to the contrary and does waive such right upon submitting a bid.

**5. INSURANCE REQUIREMENTS** – Bidder(s) are required to submit a copy of their current insurance certificates with the Bid Reply Sheet. The Bidder shall maintain insurance coverage reflecting the

EWIP Paving Repairs/Milling & Resurfacing Various Roadways

minimum amounts and conditions as required by the City. **Insurance requirements are defined in the Contract Form.**

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

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

## 6. ADDITIONAL INFORMATION

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

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

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

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

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

EWIP Paving Repairs/Milling & Resurfacing Various Roadways

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 left intentionally blank*

**E-Bid Reply Sheet #20120020**

**EWIP Paving Repairs/Milling & Resurfacing Various Roadways**

1. **COMPANY NAME:** \_\_\_\_\_

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

PHYSICAL ADDRESS: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER: ( ) \_\_\_\_\_ FAX NO. ( ) \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

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

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

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Treasurer

How long in present business: \_\_\_\_\_ How long at present location: \_\_\_\_\_

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

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

Addendum Number	Date Issued

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

*(This figure must match the E-Bid Excel Reply Spreadsheet and the figure that is to be used on the Demandstar submittal page. Discrepancies between the E-Bid Excel Spreadsheet uploaded on Demandstar, the dollar amount listed on the web page at time of submittal and the E-Bid Reply Sheet #20120020 uploaded on Demandstar will be resolved in favor of the E-Bid Excel Spreadsheet that is uploaded at time of submittal.)*

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

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

7. **COMPLETION OF FORM** - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals and bid guarantees for a period not to exceed ninety (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:**

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Signature

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Title

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

*Balance of page left intentionally blank*

**CONTRACTOR'S QUESTIONNAIRE**

**E-BID #20120020**

**EWIP PAVING REPAIRS/MILLING & RESURFACING VARIOUS ROADWAYS**

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Name of Organization / Proposer

Submitted by: \_\_\_\_\_  
Name and Title

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

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

2. If a Corporation answer the following:

When incorporated \_\_\_\_\_

In what State \_\_\_\_\_

Name of Officers: President \_\_\_\_\_

Vice President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

3. If a Partnership, answer the following:

Date of organization \_\_\_\_\_

General Limited Partnership \_\_\_\_\_

Name and address of each partner:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Attach additional pages if necessary)

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

EWIP Paving Repairs/Milling & Resurfacing Various Roadways

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

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6. Area of expertise: \_\_\_\_\_

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

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

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(Attached additional pages if necessary.)

9. Number of full time personnel:

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

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

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

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

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

Name	Work Performed

EWIP Paving Repairs/Milling & Resurfacing Various Roadways

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

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

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

Name	Current and Projected Workloads

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

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

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17. Identify any sub-contractor(s) that will be involved, including address(s) and a description of qualification(s). **The "Certification Regarding Lobbying" form must be submitted with each subcontractor listed.**

Name	Address	Qualifications

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

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(Attached additional pages if necessary.)

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

Yes ( ) No ( )

If yes, please explain:

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

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(N/A is not an acceptable answer - all must be listed)

21. List any judgments from lawsuits in the last five (5) years:

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(N/A is not an acceptable answer - all must be listed)

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

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(N/A is not an acceptable answer - all must be listed)

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

Yes ( ) No ( )

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

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

Yes ( ) No ( )

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

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

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

**CITY OF PORT SAINT LUCIE  
CONTRACT FORM**

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

**PROJECT MANAGER**

As used herein the Project Manager shall mean James Angstadt, P.E., Engineering Department at (772) 344-4239, or his designee

**NOTICES**

City Project Manager: James Angstadt, P.E.  
City of Port St. Lucie  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, Florida 34984  
Telephone: 772-344-4239  
Email: [jangstadt@cityofpsl.com](mailto:jangstadt@cityofpsl.com)

City Contract Administrator: Robyn Holder, CPPB  
City of Port St. Lucie  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, Florida 34984  
Telephone: 772-871-5223 Fax: 772-871-7337  
Email: [rholder@cityofpsl.com](mailto:rholder@cityofpsl.com)

Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

The specific work that the Contractor has agreed to perform pursuant to the E-Bid Specifications #20120020 consisting of pages 1 - 57, all Addenda, Technical Specifications Parts 1, 2 & 3 consisting of pages 1 - E-Bid #20120020

EWIP Paving Repairs/Milling & Resurfacing Various Roadways  
51, Attachments A – E, for the Paving Repairs/Milling & Resurfacing Various Roadways in the Eastern Watershed Improvement Project area are hereby incorporated herein by this reference.

## SECTION II TIME OF PERFORMANCE

Contract period shall begin on \_\_\_\_\_ and terminate one hundred eighty (180) calendar days thereafter on \_\_\_\_\_, 2012. 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 Project Manager Supervisor until all work specified in the bid specifications has been rendered and completed to the full satisfaction of the City.

## SECTION III COMPENSATION

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

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

**Progress Payments**- The City will make partial 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 Net thirty (30) days after the receipt of the Pay Request. Retainage, if applicable, will be held as per FS Section 218.735 (8)(a)-(b) of ten percent (10%) on each invoice submitted. The City will make payment unless the City feels there are grounds for withholding the payment of Retainage. If the City makes payment of the Retainage to the Contractor then the Contractor shall timely remit payment of such Retainage to all subcontractors and suppliers attributable to the labor, services or material supplied. All remaining retained amounts will be released to the Contractor Net thirty (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 pay request. Retainage and progress payments may be negotiated if payment is made by the Visa Procurement Card.

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

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

EWIP Paving Repairs/Milling & Resurfacing Various Roadways

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

No payment for projects involving improvements to real property shall be due until Contractor delivers to City a complete release of all claims and liens arising out of or resulting from the Contractor's performance of the work under the contract, an affidavit asserting and confirming that to the Contractor's personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

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

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

#### **SECTION IV CONFORMANCE WITH BID**

It is understood that the materials and/or work required under this Contract 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 in full herein.

#### **SECTION V INDEMNIFICATION/INSURANCE**

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

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

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that 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 Section 768.28, Florida Statutes, under its self insured program. Any provision contained herein to the E-Bid #20120020

EWIP Paving Repairs/Milling & Resurfacing Various Roadways

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.

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

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

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
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 are to be provided for a minimum of 5 years from the date of possession by owner or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is also to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause. There shall be no exclusion for Mold, Silica or Respirable Dust or Bodily Injury or Property Damage arising out of heat, smoke, fumes or ash from a hostile fire.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as an Additional Insured with a CG20101185 or CG20371001 & CG20100704-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents, and Contract #20120020 for the EWIP Paving Repairs/Milling & Resurfacing Various Roadways shall be listed as additionally insured"**. 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 to and approved by the City as to the 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 described limits, the Contractor shall be required, upon receipt of a thirty (30) day

EWIP Paving Repairs/Milling & Resurfacing Various Roadways

written notice from the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each accident covering any auto, owned, non-owned 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. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

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

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

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

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

**Payment & Performance Bonds:** The Contractor shall furnish an acceptable Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of 100% of the Contract price. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect a minimum of one (1) year after the work has been completed and final acceptance of the work is issued by the City.

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

## SECTION VI PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

EWIP Paving Repairs/Milling & Resurfacing Various Roadways

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

**SECTION VII  
WORK CHANGES**

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

**SECTION VIII  
COMPLIANCE WITH LAWS**

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances and codes 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. Part 35.151.

Davis-Bacon Act Wage Rate Decision:

General Decision Number: FL100338 11/18/2011 FL338

Superseded General Decision Number: FL20080338

State: Florida

Construction Type: Highway

County: St Lucie County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/12/2010
1	04/01/2011
2	11/18/2011

ELEC0323-003 09/05/1993

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

-----  
ENGI0487-018 01/01/2010

	Rates	Fringes
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EWIP Paving Repairs/Milling & Resurfacing Various Roadways

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

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: Oiler.....\$ 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

EWIP Paving Repairs/Milling & Resurfacing Various Roadways

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

EWIP Paving Repairs/Milling & Resurfacing Various Roadways

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

-----  
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====  
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 (29 CFR 5.5(a)(1)(ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

-----  
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

EWIP Paving Repairs/Milling & Resurfacing Various Roadways

- 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.

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.

E-Bid #20120020

**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 Project Manager.

**SECTION XI  
DELIVERY DOCUMENTATION**

Not applicable.

**SECTION XII  
INSPECTION AND CORRECTION OF DEFECTS**

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager 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 Project Manager 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. Such examination, inspection, or tests made by the Project Manager, shall not relieve Contractor of its 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. If there is a conflict between the Contract and specifications, the Contract will control.

**SECTION XIV  
LICENSING**

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

**SECTION XV  
SAFETY PRECAUTIONS**

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

**SECTION XVI  
ASSIGNMENT**

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

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

A. Termination of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work. The City may also in 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 for such material. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and 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 five hundred sixty-six (\$566.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the 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 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 Contractor thirty (30) days notice in writing. Upon delivery of said notice and upon expiration of the thirty (30) day period, the Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this

paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed.

**SECTION XVIII  
LAW AND VENUE**

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

**SECTION XIX  
REIMBURSEMENT FOR INSPECTION**

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

**SECTION XX  
APPROPRIATION APPROVAL**

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

**SECTION XXI  
RENEWAL OPTION**

Not applicable to this contract.

**SECTION XXII  
ENTIRE CONTRACT**

The written terms and provisions of this Contract shall supersede all prior 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 left intentionally blank*

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

CITY OF PORT ST. LUCIE FLORIDA

By: \_\_\_\_\_  
City Manager

ATTEST:

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Authorized Representative of (company name)

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

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

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

Please check one:

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

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

Identification No. \_\_\_\_\_

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

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

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

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

(seal)

EWIP Paving Repairs/Milling & Resurfacing Various Roadways  
CITY OF PORT ST LUCIE  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, Florida, 34984  
772-871-5223

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

E-Bid Number: 20120020

Title: EWIP Paving Repairs/Milling & Resurfacing Various Roadways

Bidder: \_\_\_\_\_

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

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

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

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

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

Was the project completed on time and within budget?

What was the project completion date?

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

What problems were encountered (claims)?

How many change orders were requested by this Contractor?

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

Professionalism \_\_\_\_\_

Final Product \_\_\_\_\_

Qualifications \_\_\_\_\_

Cooperation \_\_\_\_\_

Budget Control \_\_\_\_\_

Reliability \_\_\_\_\_

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

Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

E-Bid #20120020

**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**

E-Bid #20120020

State of \_\_\_\_\_ }

County of \_\_\_\_\_ }

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

1. They are \_\_\_\_\_ of \_\_\_\_\_ the Bidder that  
(Title) (Name of Company)

has submitted the attached bid/PROPOSAL;

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

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

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

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

(Signed) \_\_\_\_\_

(Title) \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_  
(Date)

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

\_\_\_\_\_  
Notary (print & sign name)  
Commission No. \_\_\_\_\_

**E-Bid #20120020**  
**BUY AMERICA CERTIFICATE OF COMPLIANCE**

**CERTIFICATE OF COMPLIANCE**



**COMPLIANCE**

The Contractor 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. Contractor 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: \_\_\_\_\_

**E-BID #20120020**

**CERTIFICATION REGARDING LOBBYING**

The undersigned 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 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: \_\_\_\_\_

**(All Subcontractors are required to submit this form with the Prime Contractor's Bid)**

**E-BID #20120020**

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

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

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

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

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

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

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

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

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

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

**PROJECT TITLE: EWIP Paving Repairs/Milling & Resurfacing Various Roadways**

**CONTRACTOR VERIFICATION FORM**

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of Firm: \_\_\_\_\_

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

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

\_\_\_\_\_  
(Zip Code)

By: \_\_\_\_\_  
(Print name) (Print title)

\_\_\_\_\_  
(Authorized Signature)

Telephone: ( ) \_\_\_\_\_

Fax: ( ) \_\_\_\_\_

State License # \_\_\_\_\_ (ATTACH COPY)

County License # \_\_\_\_\_ (ATTACH COPY)

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

Type of License: \_\_\_\_\_

Unlimited \_\_\_\_\_ (yes/no)

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

## DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes hereby certifies that  
\_\_\_\_\_ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date

**STATEMENT OF NO BID**

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

E-Bid: # \_\_\_\_\_

E-Bid Title: \_\_\_\_\_

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

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

Remarks: \_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_ Telephone: ( ) \_\_\_\_\_

Division: \_\_\_\_\_

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

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

# WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

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

(Insert name of customer)

on the job of \_\_\_\_\_  
(Insert name of owner)

to the following described property:

\_\_\_\_\_  
\_\_\_\_\_  
(Description of property)

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

DATED on \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

By: \_\_\_\_\_  
Lienor

I am \_\_\_\_ I am not \_\_\_\_ a Certified Minority Business.

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

**CHECKLIST**

**E-Bid #20120020**

**EWIP Paving Repairs/Milling & Resurfacing Various Roadways**

Name of Bidder: \_\_\_\_\_

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

- \_\_\_\_\_ E-Bid Reply Sheet #20120020 with proper signature uploaded to Demandstar.
- \_\_\_\_\_ E-Bid Reply Excel Spreadsheet uploaded to Demandstar.
- \_\_\_\_\_ Drug-Free Workplace Form uploaded to Demandstar.
- \_\_\_\_\_ 5% Bid Bond uploaded to Demandstar and mailed in immediately after opening.
- \_\_\_\_\_ All pricing has been mathematically reviewed and all corrections have been initialed.
- \_\_\_\_\_ All price extensions and totals have been thoroughly checked.
- \_\_\_\_\_ Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #20120020.
- \_\_\_\_\_ Required W-9 as per Section 1.24.1 uploaded to Demandstar.
- \_\_\_\_\_ Copy of Insurance Certificate in accordance with Section 5 of the E-Bid documents uploaded to Demandstar.
- \_\_\_\_\_ Copy of all required licenses and certifications to do work in the City of Port St. Lucie uploaded to Demandstar.
- \_\_\_\_\_ Have reviewed the Contract and accept all City Terms and Conditions.
- \_\_\_\_\_ Contractor's Questionnaire uploaded to Demandstar.
- \_\_\_\_\_ Required forms: Non-Collusion Affidavit of Prime Bidder; Buy America Certificate of Compliance; Certification Regarding Lobbying; Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions; and Contractor Verification Form. All forms are to be uploaded to Demandstar.
- \_\_\_\_\_ List of all sub-contractors with required forms for "Certification Regarding Lobbying" and Minority Status Statement. (Use the Questionnaire for the Minority Status providing all sub-contractors are listed). All requested information is to be uploaded to Demandstar.
- \_\_\_\_\_ 5 completed Reference Check Forms uploaded to Demandstar.
- \_\_\_\_\_ Copy of the Checklist uploaded to Demandstar.

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

EWIP Paving Repairs/Milling & Resurfacing Various Roadways

**ATTACHMENT A**

Technical Specifications

*City of Port St. Lucie*  
*EWIP Paving Repairs/Milling & Resurfacing Various Roadways*  
*City of Port St. Lucie, Florida*

(51 pages follow as a separate attachment)

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**ATTACHMENT B**

Fact Sheet #66: The Davis-Bacon and Related Acts (DBRA), pages 1 – 2

*City of Port St. Lucie*  
*EWIP Paving Repairs/Milling & Resurfacing Various Roadways*  
*City of Port St. Lucie, Florida*

(2 pages follow as a separate attachment)

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**ATTACHMENT C**

Davis Bacon and Related Acts  
29 CFR Section 5.5, pages 1 – 8.

*City of Port St. Lucie*  
*EWIP Paving Repairs/Milling & Resurfacing Various Roadways*  
*City of Port St. Lucie, Florida*

(8 pages follow as a separate attachment)

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**ATTACHMENT D**

Whistleblowers Know Your Rights Poster

*City of Port St. Lucie*  
*EWIP Paving Repairs/Milling & Resurfacing Various Roadways*  
*City of Port St. Lucie, Florida*

(1 page follow as a separate attachment)

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**ATTACHMENT E**

Maps

*City of Port St. Lucie*  
*EWIP Paving Repairs/Milling & Resurfacing Various Roadways*  
*City of Port St. Lucie, Florida*

(3 pages follow as a separate attachment)

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**CITY OF PORT ST. LUCIE**

**Sealed Electronic Bid (E-Bid) #20120020 – Attachment A**

**Eastern Watershed Improvement Project (EWIP)**

**Paving Repairs/Milling & Resurfacing Various Roadways**

**TECHNICAL SPECIFICATIONS - PART 1**

**GENERAL REQUIREMENTS**

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

### DEFINITION OF TERMS

#### 1.1 GENERAL

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

#### 1.2 ACT OF GOD

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

#### 1.3 ASBESTOS

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

#### 1.4 A.S.T.M. DESIGNATION

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

#### 1.5 BID

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

#### 1.6 BID OR PROPOSAL GUARANTEE

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

#### 1.7 BIDDER

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

#### 1.8 CHANGE ORDER

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

#### 1.9 CONTRACT AMENDMENT

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

#### 1.10 CONTRACT

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

#### 1.11 CONTRACT DOCUMENTS

The instructions to bidders, CONTRACTOR's proposal, 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 PROJECT MANAGER

The Project Manager 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, covenantor or corporation, or his, their or its surety under any

contract bond, constituting one of the principals to the Contract and undertaking to perform the work herein specified. Where any pronoun is used as referring to the word "CONTRACTOR", it shall mean the CONTRACTOR as defined herein.

#### 1.14 DEPARTMENT (FDOT)

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

#### 1.15 DIRECTED, ORDERED, APPROVED & ETC.

Wherever in the specifications, 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.

#### 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** **SPECIFICATIONS AND RELATED DATA**

### 2.1 INTENT OF SPECIFICATIONS

The intent of the 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 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 Division II and III of the *Florida Department of Transportation Standard Specifications for Road and Bridge Construction*, 2010 Edition, shall also apply to this Contract. In addition, the terms and conditions of the applicable permits and approvals issued by various federal, state, and local Government Agencies and their regulations and requirements affecting such work shall supersede these specifications.

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 is in strict conformance with the City of Port St Lucie Utilities Systems Department's Technical Specifications and Construction Standards, latest revision.

## 2.2 CONFLICT

These Specifications, 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. Amendment
- B. Special Provisions/Conditions
- C. Supplemental Specifications
- D. 2010 FDOT Standard Specifications for Road and Bridge Construction.

## 2.3 DISCREPANCIES

Any discrepancies found between the Specifications and site conditions or any errors or omissions in the 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 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 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 CONTRACTOR will not be allowed to take advantage of any errors or omissions Specifications. The ENGINEER will provide full information when errors or omissions are discovered.

#### 2.4 CONTRACT DOCUMENTS 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 that are pertinent to the work efforts being performed by the crew, including all current revisions.

#### 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.

Provisions of this Article supersede the requirements of Division II, Section 105 of the Florida Department of Transportation Standard Specifications which is modified as follows. The following subsections of Division II, Section 105 of the Standard Specifications shall not apply to work under this Contract:

- A. 105-3.2 Personnel
- B. 105-3.7.4 Describing Documentation Procedure
- C. 105-3.10 Testing Laboratories
- D. 105-5.2 QC Manager
- E. 105-5.5 Earthwork QC Technicians
- F. 105-5.6 Asphalt QC Technicians
- G. 105-5.7 Concrete QC Technicians
- H. 105-5.8.4 Concrete Post-Tensioned Segmental Box Girder Construction
- I. 105-5.8.6.1 Concrete Other than Post-Tensioned Segmental Box Girder Construction
- J. 105-5.10 Signal Installation Inspector

The testing of samples and materials shall be made at the expense of the CITY, except where indicated otherwise. 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.

As an exception to the above, 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 be responsible for scheduling all testing required through the CITY's independent Geotechnical ENGINEER and Testing Laboratory. 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 Specifications or ENGINEER's instructions. Deviations from the Specifications shall be called to the attention of the ENGINEER and CITY at the time of the first submission of shop drawings and other drawings. The ENGINEER's review and approval of any shop drawings shall not release the CONTRACTOR from responsibility for errors, corrections of details, or conformance with the Contract. Shop drawings shall be submitted according to the following schedule:

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

### DEFINITIONS FOR THIS SECTION 2.7:

- A. Shop Drawings. All working, shop and erection drawings, associated trade literature, calculations, schedules, manuals and similar documents submitted by the CONTRACTOR to define some portion of the project work. The type of work includes both permanent and temporary works as appropriate to the project.
- B. Permanent Works. All the permanent structures and parts thereof required of the completed Contract.
- C. Temporary Works. Any temporary construction work necessary for the construction of the permanent works. This includes falsework, formwork, scaffolding, shoring, temporary earthworks, sheeting, cofferdams, special erection equipment and the like.

- D. Construction Affecting Public Safety. Construction that may jeopardize public safety such as structures spanning functioning vehicular roadways, pedestrian walkways, railroads, navigation channels of navigable waterways and walls or other structure foundations located in embankments immediately adjacent to functioning roadways. It does not apply to those areas of the site under the CONTRACTOR's control and outside the limits of normal public access.
- E. Major and Unusual Structures. Bridges of complex geometry and/or complex design. Generally, this includes the following types of structures:
1. Bridges with an individual span longer than 300 feet (100 m).
  2. Structurally continuous superstructures with spans over 150 feet (45m).
  3. Steel box and plate girder bridges.
  4. Steel truss bridges.
  5. Concrete segmental and longitudinally post-tensioned continuous girder bridges.
  6. Cable stayed or suspension bridges.
  7. Arch bridges.
  8. Tunnels.
  9. Movable bridges (specifically electrical and mechanical components).
  10. Rehabilitation, widening, or lengthening of any of the above.
- F. Special Erection Equipment includes launching gantries, beam and winch equipment, form travelers, stability towers, strong-backs, erection trusses, launching noses or similar items made purposely for construction of the structure. It does not apply to commonly available proprietary construction equipment such as cranes.
- G. Falsework includes any temporary construction work used to support the permanent structure until it becomes self-supporting. Falsework includes steel or timber beams, girders, columns, piles and foundations, and any proprietary equipment including modular shoring frames, post shores, and adjustable horizontal shoring.
- H. Formwork includes any structure or mold uses to retain plastic or fluid concrete in its designated shape until it hardens. Formwork comprises common materials such as wood or metal sheets, battens, soldiers and walers, ties, proprietary forming systems such as stay-in-place metal forms, and proprietary supporting bolts, hangers and brackets. Formwork may be either permanent formwork requiring a shop drawing submittal such as stay-in-place metal or concrete forms, or may be temporary formwork which requires certification by the Specialty ENGINEER for Construction Affecting Public Safety and for Major and Unusual Structures.
- I. Scaffolding is an elevated work platform used to support workmen, materials and equipment, but not intended to support the structure.
- J. Shoring is a component of falsework such as horizontal, vertical or inclined support members. In this item, this term is interchangeable with falsework.
- K. Contractor Originated Designs. Items which the Contract Documents require the CONTRACTOR to design, detail and incorporate into the permanent works.

- L. **CONTRACTOR Responsibility for accuracy and Coordination of Shop Drawings:** Coordinate, schedule, and control all submittals, with a regard for the required priority, including those of the various Subcontractors, suppliers, and engineers, to provide for an orderly and balanced distribution of the work.
1. Coordinate, review, date, stamp, approve and sign all shop drawings prepared by the CONTRACTOR or agents (subcontractor, fabricator, supplier, etc.) prior to submitting them to the Engineer of Record for review. Submittal of the drawings confirms verification of the work requirements, units of measurement, field measurements, construction criteria, sequence of assembly and erection, access and clearances, catalog numbers, and other similar data. Indicate on each series of drawings the specification section and page or drawing number of the Contract plans to which the submission applies. Indicate on the shop drawings all deviations from the Contract drawings and itemize all deviations in the letter of transmittal. Likewise, whenever a submittal does not deviate from the Contract plans, clearly state so in the transmittal letter.
  2. Schedule the submission of shop drawings to allow for a three (3) week review period. The review period commences upon the Engineer of Record's receipt of the valid submittal or re-submittal and terminates upon the transmittal of the submittal back to the CONTRACTOR. A valid submittal includes all the minimum requirements outlined in FDOT Standard Specifications Section 5-1.4.4. Allow two (2) week review time for re-submittals.
  3. Submit shop drawings to facilitate expeditious review. The CONTRACTOR is discouraged from transmitting voluminous submittals of shop drawings at one time. For submittals transmitted in this manner, allow for the additional review time that may result.
  4. Only shop drawings distributed with the "red ink" stamps are valid and all work that the CONTRACTOR performs in advance of approval will be at the CONTRACTOR's risk.

## 2.8 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.

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

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

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

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

## 2.9 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's construction ENGINEER will decide all questions, difficulties, and disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of the Contract, and as to the character, quality, amount, and value of any work done, and materials furnished, under or by reason of the Contract.

3.3 SUSPENSION OF WORK

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

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

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 FDOT Standard Specification Section 8-9, with the exception that the CONTRACTOR will not have ten calendar days to correct the conditions for which the suspension was ordered.

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

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

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

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

### 3.4 CONSTRUCTION REVIEW OF WORK

The ENGINEER may appoint such assistants and representatives as he desires. These assistants

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

### 3.5 FIELD TESTS AND PRELIMINARY OPERATION

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

### 3.6 EXAMINATION OF COMPLETED WORK

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

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

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

If the CONTRACTOR fails or refuses to remove and renew any defective materials used or work

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

### 3.7 CONTRACTOR'S SUPERINTENDENT

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

### 3.8 PRIVATE PROPERTY

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

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

### 3.9 CITY'S RIGHT TO TERMINATE CONTRACT AND COMPLETE WORK

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

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

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

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

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

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

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

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

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

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

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

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

### 3.10 RIGHTS OF VARIOUS INTERESTS

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

### 3.11. SEPARATE CONTRACTS

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

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

### 3.12 SUBCONTRACTS AND PURCHASE ORDERS

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

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

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

### 3.13 WORKS DURING AN EMERGENCY

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

### 3.14 ORAL AGREEMENTS

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

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

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

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

### 3.16 UNAUTHORIZED WORK

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

### 3.17 USE OF COMPLETED PORTIONS OF THE WORK

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

### 3.18 CONTRACTOR'S RESPONSIBILITY FOR WORK

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

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

control of and without the fault or negligence of the CONTRACTOR, including but not limited to Acts of God, of the public enemy, or of governmental authorities.

#### **ARTICLE 4**

#### **MATERIALS AND WORKMANSHIP**

##### 4.1 GENERAL

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

##### 4.2 MATERIALS FURNISHED BY THE CONTRACTOR

- A. All materials used in the work shall meet the requirements of the respective Specifications, and no materials shall be used until it has been approved in writing by the ENGINEER.
- B. Wherever the specifications call for an item of material or equipment by a manufacturer's name and type, and additional features of the item are specifically required by the specifications, the additional features specified shall be provided whether or not they are normally included in the standard manufacturer's item listed.
- C. Wherever the specifications call for an item of material or equipment by a manufacturer's name and type, and the specified item becomes obsolete and is no longer available, the CONTRACTOR shall provide a substitute item which is acceptable to the ENGINEER and CITY and is currently available, at no change in Contract Price.
- D. Source of Supply and Quality Requirements.
  - 1. Only Approved Materials to be Used. Use only materials in the work that meet the requirements of these specifications, and have the ENGINEER's approval. The ENGINEER may inspect or test any materials proposed for use at any time during their preparation and use. Do not use any material that, after approval, has in any way become unfit for use in the work. Do not use materials containing asbestos.
  - 2. Notification of Placing Order. Give sufficient notification prior to placing orders for materials, and order materials sufficiently in advance of their incorporation in the work to allow time for sampling and testing.
  - 3. Notification of Quality Assurance Inspection Arrangements for Fabrication of Critical Items. 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 FDOT Standard Specification Section S6-5 and Division III. 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 all steel and iron produced in the United States. Ensure that all manufacturing processes for this material occur in the United States, except as noted below. When using steel and iron as a component of any manufactured product incorporated into the project (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), use only steel and iron produced in the United States, 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. The coating of steel is part of the manufacturing process.

These requirements 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, with the exception of the allowable quantity of foreign steel or iron, was manufactured in the United States. Furnish such certification to the ENGINEER prior to incorporating the material into the project.

When the FDOT 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 appropriate Division III Sections of the FDOT 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 FDOT Standard Specification Section 6-3.3.

#### 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 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** **LEGAL RESPONSIBILITY AND PUBLIC SAFETY**

#### 5.1 PATENTS AND ROYALTIES

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

#### 5.2 LAWS TO BE OBSERVED

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

The CONTRACTOR shall keep fully informed of all existing and pending state and national laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or in any way affecting the conduct of tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Plans, Specifications, or Contract for

this work in relation to any such law, ordinance, regulations, order or decree, shall forthwith report the same to the ENGINEER and CITY in writing. The CONTRACTOR shall at all times observe and comply with and cause all their agents, subcontractors, and employees to observe and comply with any such law, ordinance, regulation, order or decree; and shall protect and indemnify the CITY and ENGINEER, their officers, employees, and agents against any expense, claim or liability arising from or based upon violation of any such law, ordinance, regulations, orders or decree, whether by himself or his employees.

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

### 5.3 PROTECTION OF PERSONS AND PROPERTY

#### A. Safety Precautions and Programs

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

#### B. Safety of Persons and Property

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

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

#### 5.4 CROSSING

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

#### 5.5 SANITARY PROVISION

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

#### 5.6 WARNING SIGNS AND BARRICADES

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

#### 5.7 ACTS OF GOD

The Contractor shall be responsible for all preparation of the site for Acts of God, including but not limited to; earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind or other natural phenomenon of normal intensity, including extreme rainfall. No reparation shall be made to the Contractor for damages to the work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

### **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 twenty-one (21) 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. FDOT Standard Specification Section 7-11.6, shall also apply.

## 6.6 CHANGES IN THE WORK

Any review for time changes shall be based upon time schedules submitted by the CONTRACTOR. The CITY may order changes in the work through additions, deletions or modifications without

invalidating the Contract; however, any change in the scope of work or substitution of materials shall require the written approval of the ENGINEER. Compensation and time of completion affected by the change shall be adjusted at the time of ordering such change. New and unforeseen items of work found to be necessary and which cannot be covered by any item or combination of items for which there is a contract price shall be classed as changes in the work. The CONTRACTOR shall do such changes in the work and furnish such materials, labor and equipment as may be required for the proper completion of construction of the work contemplated. In the absence of such written order, no claim for changes in the work shall be considered.

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

#### 6.7 EXTENSION OF CONTRACT TIME

A delay beyond the CONTRACTOR's control occasioned by an "Act of God" may entitle the CONTRACTOR to an extension of time in which to complete the work as determined by the CITY provided, however, the CONTRACTOR shall immediately give written notice to the CITY of the cause of such delay. No extension of time shall be valid unless given in writing by the ENGINEER, and in all cases will be added at the end of the contract date, in the event the time becomes necessary for use.

#### 6.8 COMPLIANCE WITH TIME REQUIREMENTS

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

#### 6.9 SUBMISSION OF WORKING SCHEDULE

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

#### 6.10 PROVISIONS FOR CONVENIENCE OF PUBLIC

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

## 6.11 PRECONSTRUCTION CONFERENCE

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

## **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 FDOT Standard Specification Section 9-3.2.1.

### 7.3 DEVIATION FROM PLAN DIMENSIONS

If the CONTRACTOR fails to construct any item to plan or to authorized dimensions within the specified tolerances, the ENGINEER, at his discretion will: require the CONTRACTOR to reconstruct the work to acceptable tolerances at no additional cost to the CITY; accept the work and provide the CONTRACTOR no pay; or accept the work and provide the CONTRACTOR a reduced final pay quantity or reduced unit price. The CITY will not make reductions to final pay quantities for those items designated to be paid on the basis of original plan quantity or a lump sum quantity under the provisions of this Paragraph unless such reduction results in an aggregate monetary change per item of more than \$100, except that for earthwork items, the aggregate change must exceed \$5,000 or 5% of the original plan quantity, whichever is smaller.

### 7.4 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 FDOT Standard Specification 120-12.1 to increase borrow excavation in fill sections or to decrease the required volume of roadway measurements and will apply reductions in pay quantities. The CITY will not use the construction tolerance, as defined in FDOT Standard Specification Section 120-12.1, as a pay tolerance. The construction tolerance is not to be construed as defining a revised authorized template.

## 7.5 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.

## 7.6 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.

## 7.7 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 the following:
  1. Approve and pay the request for payment as submitted. All payments are NET 30 days ARI unless the Contractor has chosen to take advantage of the CITY's procurement card program.

## 7.8 CITY'S RIGHT TO WITHHOLD PAYMENT OF A REQUEST FOR PAYMENT

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

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

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

Removal of rejected work or materials and storage of materials by the CITY in accordance with Paragraph 4.6 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-Built, following which the CITY will release the CONTRACTOR except as to the conditions of the performance bond, any legal rights of the CITY, required guarantees and satisfaction of all warranty work, and shall authorize payment of the CONTRACTOR's final request for payment.

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

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

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

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

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

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

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

#### 7.19 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 FDOT Standard Specifications and the Contract Documents. Any and all costs associated, including any nighttime operations, with the approved M.O.T. Plans shall be included in the appropriate Bid item for 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 Section 102-2.1 of the FDOT 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 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.

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**TECHNICAL SPECIFICATIONS - PART 2**

**ROADWAY, DRAINAGE, GRASSING**

<u>Paragraph</u>	<u>Description</u>
1.....	Standard Specifications
2.....	Scope Of Work
3.....	Measurement And Basis Of Payment
4.....	Utilities
5.....	Testing
6.....	Survey Work and Construction Layout
7.....	Water Resources
8.....	Fish And Wildlife Resources
9.....	Erosion And Sediment Control Measures
10.....	Environmental Protection
11.....	Control And Disposal Of Waste
12.....	Hot Bituminous Mixtures – Plant, Methods and Equipment
13.....	Stabilizing
14.....	Reflective Pavement Markers
15.....	Painting Traffic Stripes and Markings
16.....	Thermoplastic Stripes and Markings
17.....	Project Schedule
18.....	Utility Repair Allowance

1. **STANDARD SPECIFICATIONS** - All work shall conform to the "Florida Department of Transportation Standard Specifications for Road and Bridge Construction" (2010 Edition), unless stated otherwise. Any reference in the FDOT Standard Specifications to the ENGINEER or Department shall mean the ENGINEER on this project. Specific references are made to certain portions of the FDOT Standard Specifications to facilitate the CONTRACTOR.

Any reference to "FDOT Standard Indexes" shall mean the FDOT Design Standards (2010 Edition).

2. **SCOPE OF WORK** - Shall be as shown and described in the Contract Documents.

3. **MEASUREMENT AND BASIS OF PAYMENT**

- A. Progress Payments

1. Measurement of quantities for progress payments shall be made by the CONTRACTOR. Such measurements are subject to the ENGINEER's review and correction.
2. Measurements for progress payments shall be made on in-place quantities in accordance with the Contract Form General Requirements. Requests for partial payment for materials on order, in warehouse or yard, or stockpiled on the project site will be accepted or denied at the CITY's discretion.
3. No item will be accepted for progress payment until all required testing has been successfully completed.

- B. Final Payment

1. Final payment will not be made on any portion of the contract until the entire scope of work under this contract is complete.

4. **UTILITIES** - The CONTRACTOR shall be required to coordinate all work when necessary with the various utility companies in order that utility service may be maintained. The CONTRACTOR shall exercise due caution when working adjacent to such utilities. Any damage to the utilities resulting from the CONTRACTOR's operations shall be repaired at his expense. The ENGINEER has reflected on the plans those utilities he is aware of. The locations shown are approximate only. Any work involving conflict with utility companies shall be coordinated promptly without any delay to the project.

5. **TESTING** - Testing shall be at the expense of the CITY, except that any test not meeting specification requirements shall be charged to the CONTRACTOR. An Independent Testing Laboratory shall be selected by the CITY to provide testing services as directed by the ENGINEER. The testing laboratory shall mail a copy of all test reports directly to the CONTRACTOR with a copy to the ENGINEER. The CONTRACTOR shall forward

all sign and sealed test reports for materials and components to the ENGINEER. Test reports shall include the following data:

- A. Project Name and No.
- B. Engineer's Name
- C. CITY's Name
- D. CONTRACTOR's Name
- E. Date of Sampling
- F. Technician Sampling
- G. Date of Testing
- H. Technician Testing
- I. Test Results
- J. Specification Requirements
- K. Whether or Not Test Meets Specification Requirements
- L. Signature of Supervising Professional Engineer

The CONTRACTOR shall notify the ENGINEER when he has portions of the work ready for testing. The CONTRACTOR shall be responsible for contracting and scheduling all testing through the CITY's selected testing facility.

The CONTRACTOR shall provide for testing of all work efforts in accordance with the appropriate FDOT Standards.

The CONTRACTOR shall be responsible for scheduling all testing required through the CITY's independent Geotechnical Engineer and Testing Laboratory. The CONTRACTOR shall give the ENGINEER (CEI) 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.

- 6. SURVEY WORK AND CONSTRUCTION LAYOUT** - Construction layout for horizontal and vertical control shall be performed by the CONTRACTOR. Horizontal and vertical control points are shown on the Construction Plans. CONTRACTOR shall keep one record copy of all specifications, prints, drawings, addenda, modifications and shop drawings at the site in order, and annotated to show all changes made during the construction process.

- 7. WATER RESOURCES** - The CONTRACTOR shall not discharge without permit into the waters of lakes, rivers, canals, waterways and ditches, any fuels, oils, bitumen's, garbage, sewage, or other materials which may be harmful to fish, wildlife, or vegetation, or that may be detrimental to outdoor recreation. The CONTRACTOR shall be responsible for investigating and complying with all applicable federal, state and local laws and regulations governing pollution of waters. All work under this contract shall be performed in such a manner that objectionable conditions will not be created in waters through or adjacent to the project areas. If a violation is noted during construction, all construction shall cease until the condition is corrected, at no additional cost to the CITY.

The CONTRACTOR shall exercise extreme care to minimize degradation of water quality at the site. All necessary provisions shall be taken to ensure compliance with the water quality standards of the State of Florida. Attention is called to Chapter 17-3, Florida Administrative Code. Adequate silt containment procedures and equipment shall be used to control turbidity within state standards.

When required by any Governmental Agency, the CONTRACTOR shall make water quality measurements and submit to Agency and ENGINEER, in addition to those required herein, assuring construction operations are in compliance with the Standards of 17-3, F.A.C. All water quality measurements shall conform to the test methods specified in Chapter 40, Part 136 of the Code of Federal Regulations.

If any waste material is dumped in unauthorized areas, the CONTRACTOR shall remove the material and restore the area to the condition of the adjacent undisturbed area. If necessary, contaminated ground shall be excavated, disposed of as directed by the ENGINEER and replaced with suitable fill materials, compacted and finished with topsoil, all at the expense of the CONTRACTOR.

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

- 8. FISH AND WILDLIFE RESOURCES** - The CONTRACTOR shall at all times perform all work and take such steps required to prevent any interference or disturbance to fish and wildlife. The CONTRACTOR shall not be permitted to alter water flows or otherwise significantly disturb native habitat adjacent to the project area which are critical to fish and wildlife except as may be indicated or specified.

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

- 9. EROSION AND SEDIMENT CONTROL MEASURES** - Earthwork brought to final grade shall immediately be finished as indicated and specified. All earthworks shall be planned and conducted in such a manner as to minimize the duration of exposure of unprotected soils. Protection to erosion shall be furnished by grassing exposed slopes and unprotected soils.

Such methods as may be necessary shall be utilized on areas to effectively prevent erosion and control sedimentation.

The CONTRACTOR shall employ adequate silt containment measures and/or procedures during construction activities to control turbidity within the limits required by local, state and/or federal law and/or permit requirements.

Separate pay items for some Temporary Erosion control items are included in this Contract. The quantities to be paid under these items will be for the contract Unit Bid price for the specific item. When other items for temporary erosion control are needed, but no provision has been made for separate items in this Contract, all materials, labor and equipment needed to prosecute the work required by this Specification shall be carried out by the CONTRACTOR as incidental to the bid price of the various bid items of this Contract, with no additional cost to be incurred by the CITY.

The CONTRACTOR shall, as "operator of the facility" obtain an NPDES permit through the Florida Department of Environmental Protection for the Project. The ENGINEER'S erosion control plan is an example of items that partially may be needed to prevent erosion. The CONTRACTOR is responsible to enhance these items as needed to comply with the NPDES and State Water Quality Guidelines. Any enhancements are considered incidental to the cost of Erosion / Sediment Control. The CONTRACTOR is responsible for any fees associated with the NPDES permitting process. (The CONTRACTOR shall further; provide, install, maintain, monitor, and remove the required erosion and sediment control measures on and around the project site as needed to prevent pollution of water, detrimental effects to public or private property or damage to the work of the project. CONTRACTOR shall Construct and maintain temporary erosion control features or, where practical, construct and maintain permanent erosion control features as shown in the plans or as may be directed by the ENGINEER). The CONTRACTOR shall use temporary erosion and water pollution control features that consist of, but are not limited to, temporary grassing, temporary sodding, temporary mulching, sandbagging, slope drains, sediment basins, sediment checks, berms, baled hay or straw, floating turbidity barrier, temporary pipe plugs, staked turbidity barrier and silt fence.

All required NPDES monitoring and inspection requirements shall be considered incidental to the cost of construction.

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

The CONTRACTOR shall provide and maintain environmental protection during the term of the Contract. Environmental protection measures shall be provided to control pollution that develops during normal construction practices. The CONTRACTOR's operations shall comply with all federal, state, and local regulations pertaining to water, air, solid waste and

noise pollution. Compliance with the provisions of this Specification by Subcontractors shall be the responsibility of the CONTRACTOR.

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

**11. CONTROL AND DISPOSAL OF WASTE** - Wastes shall be picked up and placed in containers that are emptied on a regular schedule. All handling and disposal shall be so conducted as to prevent contamination of the site and any other areas. On completion, the areas shall be left clean and natural looking. All sites of temporary construction and activities incidental to construction of the required permanent work in place shall be obliterated. CONTRACTOR shall transport all waste off of CITY's property and dispose of it in a manner that complies with federal, state and local requirements. This item is considered incidental to the work.

**12. HOT BITUMINOUS MIXTURES - PLANT, METHODS AND EQUIPMENT:**

General: This Section specifies the plant and methods of operation for preparing all plant-mixed hot bituminous mixtures for surface courses and bases, and the requirements for the equipment to be used in the construction of the pavements and bases. The CONTRACTOR shall include asphalt delivery tickets.

Requirements for All Plants: The design, manufacture and operation of the plant shall be consistent with Subsection 320-2 of the FDOT Standard Specifications.

Temperature of the Asphalt Mix: Temperature of the bituminous mix shall not be less than 275/F; neither shall it exceed 325/F under any circumstances.

Paving Equipment: The mechanical spreading and screening equipment shall conform to the requirements of Subsection 320-5 of the FDOT Standard Specifications.

The CONTRACTOR is hereby informed that Paragraphs 320-5.1.2 and 320-5.1.4 of the "FDOT Standard Specifications" on Automatic Screed Control will be enforced in this Contract on all pavement courses.

Compacting Mixture: The equipment and sequence provisions contained in Paragraph 330-10.1 of the FDOT Standard Specifications shall apply to this Contract.

Type SP Asphaltic Concrete: Shall be in conformity to Section 334 of the FDOT Standard Specifications with exception to subsections 334-7 and 334-8 and the provisions of the Contract.

Miscellaneous Asphalt Pavement: Shall be in conformity to Section 339 of the FDOT Standard Specifications and the provisions of this Contract.

Method of Measurement and Basis of Payment: The Contract Unit Price shall be full compensation for all the work specified under this Section (including all applicable requirements of Sections 320 and 330 of the FDOT Standard Specifications, and the foregoing paragraphs in this Section). Measurement shall be made by plan quantity.

Specifically, the pay area for this item will be equal to the designed surface area. No additional compensation will be provided for exceeding the spread rate provided in the plans. Payment will be made under SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC C) (1" THICK) – per sq. yd.

13. **STABILIZING** - The stabilization of roadway subgrade shall be in accordance with Section 160 of the FDOT Standard Specifications.
14. **REFLECTIVE PAVEMENT MARKERS** - The installation of reflective pavement markers under this item shall be in accordance with Section 706 of the FDOT Standard Specifications and FDOT Standard Index 17300 Series.
15. **PAINTING TRAFFIC STRIPES AND MARKINGS** - The work specified under this item shall be in accordance with Section 710 of the FDOT Standard Specifications and FDOT Standard Index 17300 Series.
16. **THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS** - The work specified under this item shall be in accordance with Section 711 of the FDOT Standard Specifications and FDOT Standard Index 17300 Series. No thermoplastic material or paint containing lead or chromium compound shall be used on this project.
17. **PROJECT SCHEDULE** - Within twenty-one (21) calendar days after the execution of the Contract, or at the pre-construction meeting whichever is earlier, CONTRACTOR shall submit for approval, three copies of a schedule of work showing in detail satisfactory to the ENGINEER and CITY, the order in which the CONTRACTOR proposes to carry on the work, the interdependence of activities, the date on which it will start the individual activities, including procurement of materials, plans and equipment, submission and receipt of shop drawings, duration, monetary value, resource allocation, earliest and latest starting and completion dates for each operation. The schedule shall be in the form of progress chart of suitable scale to indicate appropriately the percentage of work schedule for completion at any time. All activities are to be described so that the work is readily identifiable and the progress on each activity can be readily measured. The schedule shall be prepared in such a manner that all elements are contained on the schedule diagram (i.e., Early Start, Late Start, Early Finish, Late Finish and Duration). Separate detail sheets containing this information are not acceptable. If CONTRACTOR elects to use a computer generated critical path method schedule (CPM) the selected software and output format (including size, color, order, etc.) is to be approved and accepted by the ENGINEER before CPM preparation. The schedule shall be accompanied by a working plan which is a concise written description of CONTRACTOR's construction plan. This plan shall include but not be limited to the phasing, sequence, identification of work crews and summary of the work. CONTRACTOR shall resubmit revised schedule whenever requested to comply with such comments as may be required by the ENGINEER and CITY.

CONTRACTOR shall enter on the above-mentioned chart the actual progress accompanied with a written description at monthly intervals and shall immediately deliver to the ENGINEER three copies thereof along with each progress payment request. If CONTRACTOR fails to submit a progress schedule within the time here prescribed, the ENGINEER may withhold approval of progress payment request until such time as CONTRACTOR submits the required progress schedule.

If a majority of the activities have a float period less than ten (10) days, then the CONTRACTOR must provide complete details on the resource allocation as requested by the ENGINEER.

The CONTRACTOR must provide letters from his sub-contractors that indicate their acceptance of the proposed schedule.

The CONTRACTOR shall submit a concise written explanation of the schedule impacts attached to the delay claim and the next schedule update.

All material, labor and equipment required to perform the work effort for this item shall be carried out by the CONTRACTOR as incidental to the bid price of the various bid items of this contract, with no additional cost to be incurred by the CITY.

- 18. UTILITY REPAIR ALLOWANCE** – This allowance is provided for unforeseen utility conflicts and shall only be utilized at the discretion of the CITY to compensate the CONTRACTOR for materials and construction to relocate utility lines necessary to construct the improvements as depicted on the plans. The CONTRACTOR will submit a proposal for the necessary improvements for review and approval by the CITY. Once approved, the CONTRACTOR may begin the agreed upon work. This item will be bid as an Allowance and will be negotiated during construction, if necessary.

**TECHNICAL SPECIFICATIONS - PART 3**

**SPECIAL CONDITIONS**

1. **CITY FURNISHED ITEMS** - The CONTRACTOR shall bid all items for the project listed in the "Schedule of Contract Prices" based upon the material, labor, etc. necessary to complete each of the items.
2. **CONSTRUCTION ITEMS IN THE BID FORM** - Construction items in the Bid Form may be increased, decreased or deleted at the direction of the ENGINEER & CITY with no unit price adjustment.
3. **EXISTING SIGNS** - Existing Signs to be relocated shall not be damaged during removal and prior to or during installation. If damage occurs, it shall be the CONTRACTOR's responsibility to repair or replace the signage at no additional cost to the CITY.
4. **SEQUENCE OF CONSTRUCTION** - The construction sequence shall be established by the CONTRACTOR 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.
5. **PROJECT MANAGER** - The Project Manager for the CITY is James E. Angstadt, P.E. of the City of Port St. Lucie Engineering Department and he may be reached at (772) 344-4239.
6. **DEBRIS LOCATED WITHIN PROJECT LIMITS** - The CONTRACTOR is advised that any existing construction and demolition debris located within the project limits should be removed and the costs to be included in the price of clearing and grubbing. The material shall be disposed in accordance with these specifications.
7. **VIDEO TAPE/DVD** - The CONTRACTOR is required to videotape the project area prior to construction commencement. CONTRACTOR shall provide a copy of the videotape/DVD of the Project site to CITY for approval once complete and prior to issuance of Notice to Proceed. The cost of this shall be included in the Lump Sum item for Mobilization.

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## **Fact Sheet #66: The Davis-Bacon and Related Acts (DBRA)**

This fact sheet provides general information concerning DBRA.

### **Coverage**

DBRA requires payment of prevailing wages on federally funded or assisted construction projects. The Davis-Bacon Act applies to each federal government or District of Columbia contract in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Many federal laws that authorize federal assistance for construction through grants, loans, loan guarantees, and insurance are Davis-Bacon "related Acts." The "related Acts" include provisions that require Davis-Bacon labor standards apply to most federally-assisted construction. Examples of "related Acts" include the Federal-Aid Highway Acts, the Housing and Community Development Act of 1974, and the Federal Water Pollution Control Act.

### **Basic Provisions/Requirements**

Contractors and subcontractors must pay laborers and mechanics employed directly upon the site of the work at least the locally prevailing wages (including fringe benefits), listed in the Davis-Bacon wage determination in the contract, for the work performed. Davis-Bacon labor standards clauses must be included in covered contracts.

The Davis-Bacon "prevailing wage" is the combination of the basic hourly rate and any fringe benefits listed in a Davis-Bacon wage determination. The contractor's obligation to pay at least the prevailing wage listed in the contract wage determination can be met by paying each laborer and mechanic the applicable prevailing wage entirely as cash wages or by a combination of cash wages and employer-provided bona fide fringe benefits. Prevailing wages, including fringe benefits, must be paid on all hours worked on the site of the work.

Apprentices or trainees may be employed at less than the rates listed in the contract wage determination only when they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department.

Contractors and subcontractors are required to pay covered workers weekly and submit weekly certified payroll records to the contracting agency. They are also required to post the applicable Davis-Bacon wage determination with the Davis-Bacon poster (WH-1321) on the job site in a prominent and accessible place where they can be easily seen by the workers.

### **Davis-Bacon Wage Determinations**

Davis-Bacon wage determinations are published on the Wage Determinations On Line (WDOL) website for contracting agencies to incorporate them into covered contracts. The "prevailing wages" are determined based on wages paid to various classes of laborers and mechanics employed on specific types of construction projects in an area. Guidance on determining the type of construction is provided in All Agency Memoranda Nos. 130 and 131.

## Penalties/Sanctions and Appeals

## ATTACHMENT B E-BID #20120020

Contract payments may be withheld in sufficient amounts to satisfy liabilities for underpayment of wages and for liquidated damages for overtime violations under the Contract Work Hours and Safety Standards Act (CWHSSA). In addition, violations of the Davis-Bacon contract clauses may be grounds for contract termination, contractor liability for any resulting costs to the government and debarment from future contracts for a period up to three years.

Contractors and subcontractors may challenge determinations of violations and debarment before an Administrative Law Judge (ALJ). Interested parties may appeal ALJ decisions to the Department's Administrative Review Board. Final Board determinations on violations and debarment may be appealed to and are enforceable through the federal courts.

### Typical Problems

(1) Misclassification of laborers and mechanics. (2) Failure to pay full prevailing wage, including fringe benefits, for all hours worked (including overtime hours). (3) Inadequate recordkeeping, such as not counting all hours worked or not recording hours worked by an individual in two or more classifications during a day. (4) Failure of to maintain a copy of bona fide apprenticeship program and individual registration documents for apprentices. (5) Failure to submit certified payrolls weekly. (6) Failure to post the Davis-Bacon poster and applicable wage determination.

### Relation to State, Local, and Other Federal Laws

The Copeland "Anti-Kickback" Act prohibits contractors from in any way inducing an employee to give up any part of the compensation to which he or she is entitled under his or her contract of employment, and requires contractors to submit a weekly statement of the wages paid to each employee performing DBRA covered work.

Contractors on projects subject to DBRA labor standards may also be subject to additional prevailing wage and overtime pay requirements under State (and local) laws. Also, overtime work pay requirements under CWHSSA) and the Fair Labor Standards Act may apply.

Under Reorganization Plan No. 14 of 1950, (5 U.S.C.A. Appendix), the federal contracting or assistance-administering agencies have day-to-day responsibility for administration and enforcement of the Davis-Bacon labor standards provisions and, in order to promote consistent and effective enforcement, the Department of Labor has regulatory and oversight authority, including the authority to investigate compliance.

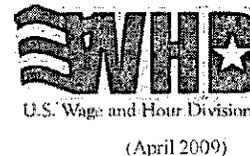
### Where to Obtain Additional Information

**For additional information, visit our Wage and Hour Division Website: <http://www.wagehour.dol.gov> and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAGE (1-866-487-9243).**

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U.S. Department of Labor  
Frances Perkins Building  
200 Constitution Avenue, NW  
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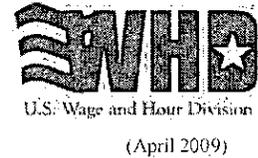
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DBRA requires payment of prevailing wages on federally funded or assisted construction projects. The Davis-Bacon Act applies to each federal government or District of Columbia contract in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Many federal laws that authorize federal assistance for construction through grants, loans, loan guarantees, and insurance are Davis-Bacon "related Acts." The "related Acts" include provisions that require Davis-Bacon labor standards apply to most federally assisted construction. Examples of "related Acts" include the Federal-Aid Highway Acts, the Housing and Community Development Act of 1974, and the Federal Water Pollution Control Act.

### **Basic Provisions/Requirements**

Contractors and subcontractors must pay laborers and mechanics employed directly upon the site of the work at least the locally prevailing wages (including fringe benefits), listed in the Davis-Bacon wage determination in the contract, for the work performed. Davis-Bacon labor standards clauses must be included in covered contracts.

The Davis-Bacon "prevailing wage" is the combination of the basic hourly rate and any fringe benefits listed in a Davis-Bacon wage determination. The contractor's obligation to pay at least the prevailing wage listed in the contract wage determination can be met by paying each laborer and mechanic the applicable prevailing wage entirely as cash wages or by a combination of cash wages and employer-provided bona fide fringe benefits. Prevailing wages, including fringe benefits, must be paid on all hours worked on the site of the work.

Apprentices or trainees may be employed at less than the rates listed in the contract wage determination only when they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department.

Contractors and subcontractors are required to pay covered workers weekly and submit weekly certified payroll records to the contracting agency. They are also required to post the applicable Davis-Bacon wage determination with the Davis-Bacon poster (WH-1321) on the job site in a prominent and accessible place where they can be easily seen by the workers.

### **Davis-Bacon Wage Determinations**

Davis-Bacon wage determinations are published on the Wage Determinations On Line (WDOL) website for contracting agencies to incorporate them into covered contracts. The "prevailing wages" are determined based on wages paid to various classes of laborers and mechanics employed on specific types of construction projects in an area. Guidance on determining the type of construction is provided in All Agency Memoranda Nos. 130 and 131.

## Penalties/Sanctions and Appeals

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Contract payments may be withheld in sufficient amounts to satisfy liabilities for underpayment of wages and for liquidated damages for overtime violations under the Contract Work Hours and Safety Standards Act (CWHSSA). In addition, violations of the Davis-Bacon contract clauses may be grounds for contract termination, contractor liability for any resulting costs to the government and debarment from future contracts for a period up to three years.

Contractors and subcontractors may challenge determinations of violations and debarment before an Administrative Law Judge (ALJ). Interested parties may appeal ALJ decisions to the Department's Administrative Review Board. Final Board determinations on violations and debarment may be appealed to and are enforceable through the federal courts.

### Typical Problems

(1) Misclassification of laborers and mechanics. (2) Failure to pay full prevailing wage, including fringe benefits, for all hours worked (including overtime hours). (3) Inadequate recordkeeping, such as not counting all hours worked or not recording hours worked by an individual in two or more classifications during a day. (4) Failure of to maintain a copy of bona fide apprenticeship program and individual registration documents for apprentices. (5) Failure to submit certified payrolls weekly. (6) Failure to post the Davis-Bacon poster and applicable wage determination.

### Relation to State, Local, and Other Federal Laws

The Copeland "Anti-Kickback" Act prohibits contractors from in any way inducing an employee to give up any part of the compensation to which he or she is entitled under his or her contract of employment, and requires contractors to submit a weekly statement of the wages paid to each employee performing DBRA covered work.

Contractors on projects subject to DBRA labor standards may also be subject to additional prevailing wage and overtime pay requirements under State (and local) laws. Also, overtime work pay requirements under CWHSSA) and the Fair Labor Standards Act may apply.

Under Reorganization Plan No. 14 of 1950, (5 U.S.C.A. Appendix), the federal contracting or assistance-administering agencies have day-to-day responsibility for administration and enforcement of the Davis-Bacon labor standards provisions and, in order to promote consistent and effective enforcement, the Department of Labor has regulatory and oversight authority, including the authority to investigate compliance.

### Where to Obtain Additional Information

For additional information, visit our Wage and Hour Division Website: <http://www.wagehour.dol.gov> and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAGE (1-866-487-9243).

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

U.S. Department of Labor  
Frances Perkins Building  
200 Constitution Avenue, NW  
Washington, DC 20210

1-866-4-USWAGE  
TTY: 1-866-487-9243  
Contact Us

ATTACHMENT C  
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EWIP Paving Repairs/Milling & Resurfacing Various Roadways

**29-CFR 5.5 - Contract provisions and related matters. Davis Bacon Regulations**

- **Section Number:** 5.5
  - **Section Name:** Contract provisions and related matters.
- 

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in Sec. 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, provided, that such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(a) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Sec. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) Classifications of Workers:

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A. - The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

B. - If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

C. - In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

D. - The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(3) Fringe Benefit Information:

A. - Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics equivalent thereof.

(4) Fringe Benefit Costs:

A. - If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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B. - Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

C. - Payrolls and basic records. (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(5) Payroll Information:

A. - The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired.

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Optional Form WH-347 is available for this purpose from the Wage and Hour Division. Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

B. - Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under Sec. 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under Sec. 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

C. - The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

D. - The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the

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required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for

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apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility. (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

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EWIP Paving Repairs/Milling & Resurfacing Various Roadways

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Sec. 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in Sec. 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall

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contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

*Balance of page left blank intentionally.*



## U.S. DEPARTMENT OF TRANSPORTATION OFFICE OF INSPECTOR GENERAL

# WHISTLEBLOWERS KNOW YOUR RIGHTS

On February 17, 2009 the American Recovery and Reinvestment Act (ARRA) was signed into law by President Obama to improve public welfare. If you protect America's interests by reporting fraud, abuse, or mismanagement of ARRA funds at your workplace, and are retaliated against as a result, know that America is here for you.

*American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, Title XV, Subtitle D, Section 1553*

### **A**DMINISTRATIVE REVIEW:

You have the right to file a complaint with the Office of Inspector General and receive a timely investigation and response.

### **R**EPRISAL-FREE:

You have the right to be free from discharge, demotion, or discrimination as a result of disclosing:

- *Gross mismanagement of a stimulus-funded project.*
- *Gross waste of stimulus funds.*
- *Danger to public health and safety related to a stimulus-funded project.*
- *Violation of the law relating to stimulus funds or a stimulus-funded project.*
- *Abuse of authority related to the implementation of stimulus funds.*

### **R**EMEDIES:

You have the right to receive remedies if the Office of Inspector General determines you were subjected to an unlawful reprisal. Your employer may be ordered to abate the reprisal, reinstate your employment, and you may receive compensation to reimburse you for your attorney fees and other financial suffering experienced as a result of the reprisal.

### **A**LTERNATIVES:

You have the right to take action against your employer in civil district court if the Office of Inspector General does not respond within 210 days or determines that there was not an unlawful reprisal.

## ... **OIG HOTLINE** ...

[www.oig.dot.gov/recovery/whistleblower\\_protections.jsp](http://www.oig.dot.gov/recovery/whistleblower_protections.jsp)

Phone: 1-800-424-9071

Email: [hotline@oig.dot.gov](mailto:hotline@oig.dot.gov)



ATTACHMENT E  
E-BID #20120020

2680 FEET

1240 FEET

675 FEET

579 FEET

670 FEET

700 FEET

2400 FEET

GRAPHIC SCALE

(1 IN FEET)  
1 INCH = 400 FT

NO.	DATE	BY

CITY OF PORT ST. LUCIE  
121 S.W. PORT ST. LUCIE BLVD.  
PORT ST. LUCIE, FL. 34904



ENGINEERING DEPARTMENT

PAVEMENT OVERLAY



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GRAPHIC SCALE



DATE	BY	SCALE

PAVEMENT OVERLAY

CITY OF PORT ST. LUCIE  
121 S.W. PORT ST. LUCIE BLVD.  
PORT ST. LUCIE, FL. 34904



ENGINEERING DEPARTMENT

DATE	BY	SCALE

**Addendum #1**  
**Pre-Bid Conference**  
**E-Bid #20120020**  
**EWIP Paving Repairs/Milling & Resurfacing Various Roadways**  
**January 17, 2012 at 2:00 pm**

**In attendance:**

Robyn Holder, City of PSL, OMB  
Steve Cheatham, J.W. Cheatham, LLC  
Bruce Freeman, Dickerson FL, Inc.  
Steve Jungjohan, City of PSL, Engineering  
Melissa Lunsford, City of PSL, OMB

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

1. Sign-In Sheet
2. Introduction of key personnel
3. **Reminder:** Bid opening date is February 1, 2012 at 3:00 pm

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

**No Bid will be accepted after that date and time.**

4. Review of Specifications requirements:
  - 5% Bid bond is required. This is to be scanned and uploaded and submitted with the required documents. Immediately after the opening, the Bid Bond is to be mailed to the City. If the **original** Bid Bond is not received within 3 days after the opening, the bid will be null & void.
  - Last date for questions is January 24, 2012. All questions must be submitted in writing to Robyn Holder at [rholder@cityofpsl.com](mailto:rholder@cityofpsl.com) or fax to 772-871-7337.
  - Refer to Section 1.9 on Page 7 of 57 for the e-bid submittal requirements.
  - This project is some Federal funding involved so there are specific requirements involved, such as the Contractor must comply with the Davis-Bacon Wage Decision Act. If you have any questions regarding this requirement, please refer to Attachments B & C.

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

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

I am going to turn this over to Steve Jungjohan, Project Manager so he can go over the Project with you.

Thank you for showing up. Basically, we are overlaying City streets that are standard twenty (20) feet in width. There is only one street that will get the milling treatment which is Van Kleff, in the Club Med area. Everything else is in fairly good shape. Please look at your map it would be sheet 101 in the drawings. On the bid form, line item #6 for the Super Pave, we need to make sure that everyone is aware tack and edging of the roadways is

includes. Typically your yards come up to the edge of the asphalt. Other than that there will be pavement markers and striping.

The main reason for this project is during the EWIP construction there were some failures of roadway and some damage to pavement. Example; at Van Kleff the road was damaged and in bad shape well before the contractor was out there so the City elected to move forward with this project through our EWIP funds and that is why the Davis Bacon requirement is being used. We could not use the standard City contract so we are putting it out on the street and it is opened to anyone. The funding has ties through the Federal Government so we have to follow their requirements for bid. That is the main reason why it is various roads. The time of the contract is 180 days although, the other schedules of project dictate this so if it gets extended we will extend this contract and give you adequate time to do the work. There are several areas that can be done right now. It wouldn't be just one smooth operation it would be start in one area and come back in 2 months and do another area. Then follow up at the end. It will be spotty at times so we would coordinate with the contractor. But there is current availability to get started right away in one section of this proposed project.

Question & answers from Prospective Bidders.

**Q:** The Van Kleff area that you are talking about milling, does that include Bur Street and Dalhart too?

**A:** Just Van Kleff.

**Q:** When is the last day we are going take questions?

**A:** January 24, 2012 and the opening date is February 1, 2012. We do suggest that you do not wait until the last minute to submit your documents because we are not responsible if there are any internet or power outages. Make sure you get your bid is loaded in time or it will lock you out. It is a secure lock box. No one will be able to see your bids except for us (OMB) when it opens. The only thing we will be able to see prior to the opening is your name.

We will put out an addendum after this meeting with the couple of questions that were asked and if you have any additional questions they must be submitted in writing prior to January 24, 2012.

We would like to thank everyone for your interest in this project. With no further business, the meeting adjourned.

**NOTE: The bid opening date has not been changed.**

Instructions to Bidder:

Each bidder must acknowledge receipt of any addenda on the Bid Reply Sheet in order to have his/her bid or proposal to be accepted.

## REQUEST FOR SEALED E-BID

Request for Sealed Electronic Bid #20110079 for the Eastern Watershed Improvement Project (EWIP) Paving Repairs/Milling & Resurfacing Various Roadways will be received by the City of Port St. Lucie, in the Office of Management & Budget, 3rd Floor, Suite 390, Bldg "A" of the Municipal Complex, at 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984-5099, until 3:00:00 p.m. on February 1, 2012. There will be a one-time only Pre Bid Conference on Tuesday, January 17, 2012 at 2:00 P.M. in Room 390 of the City Hall Complex, Bldg A, 3rd Floor, 121 SW Port St. Lucie Blvd., Port St. Lucie, Fl. 34984. Project is funded by Federal Funds and requires special reporting requirements. Specifications may be obtained from DemandStar by Onvia, telephone (800) 711-1712, or from the Office of Management and Budget. A Bid package received from any other source is at the vendor's risk.

Billing for this advertisement must be sent to:

City of Port St. Lucie  
Office of Management & Budget  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984-5099

This advertisement is to run on:

**Thursday, December 22, 2011 & Wednesday, December 28, 2011**

\*\*\*\*\*

This section for Office of Management & Budget use only.

Advertisement placed by: Robyn Holder, CPPB

Telephone Number: 772-344-4293 Fax Number: 772-871-7337

(place an 'x' in the box below for the appropriate newspaper)

Tribune	Date:	1st Ad	2nd Ad
Post	Date:	1st Ad	2nd Ad

Fax to 600-1450 or

E-mail to: [stlucielegals@scripps.com](mailto:stlucielegals@scripps.com)

Foreign Account Number : 11515278

Ad # : 2349144

Ad Net Cost : \$92.19

Name (Primary) : CITY OF PORT ST. LUCIE

Company (Primary) : CITY OF PORT ST. LUCIE

Street 1 (Primary) : 121 SW PORT ST. LUCIE BLVD

City (Primary) : PORT ST LUCIE

State (Primary) : FL

ZIP (Primary) : 34984

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Class Code : 9418SC - Request for Bid

Start Date : 12/22/2011

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Prepayment Amount : \$0.00

Ad Sales Rep. : 190 - Barbara Wentzel

Width : 1

Depth : 63

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REQUEST FOR  
SEALED E-BID

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Publish: December  
22, 28, 2011  
2349144

# AGENDA

## Pre-Bid Conference E-Bid #20120020 EWIP Paving Repairs/Milling & Resurfacing Various Roadways January 17, 2012 at 2:00 pm

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

1. Sign-In Sheet
2. Introduction of key personnel
3. **Reminder:** Bid opening date is February 1, 2012 at 3:00 pm

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

**No Bid will be accepted after that date and time.**

4. Review of Specifications requirements:
  - 5% Bid bond is required. This is to be scanned and uploaded and submitted with the required documents. Immediately after the opening, the Bid Bond is to be mailed to the City. If the **original** Bid Bond is not received within 3 days after the opening, the bid will be null & void.
  - Last date for questions is January 24, 2012. All questions must be submitted in writing to Robyn Holder at [rholder@cityofpsl.com](mailto:rholder@cityofpsl.com).
  - Refer to Section 1.9 on Page 7 of 57 for the e-bid submittal requirements.
  - This project is some Federal funding involved so there are specific requirements involved, such as the Contractor must comply with the Davis-Bacon Wage Decision Act. If you have any questions regarding this requirement, please refer to Attachments B & C.

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

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

5. Turn over to: Steve Jungjohan and the Engineer of Record from the Engineering Department.
6. Additional questions from Prospective Bidders.
7. Adjourn

Pre-Bid Conference  
E-BID #20120020

EWIP Paving Repairs/Milling & Resurfacing Various Roadways  
January 17, 2012 @ 2:00 pm

1.	Name (Please PRINT legibly)	Company Name	E-Mail Address	Telephone # & FAX #
1.	Robyn Holder	City of PSL - OMB	holder@cityofpsl.com	T 344.4293 F 871-7337
2.	Steve Cheatham	J.W. Cheatham LLC	jwcstovec@jwcheatham.com	T 561-471-4100 F 561-471-8348
3.	Bruce Freeman	DICKERSON FL, INC	B.FREEMAN@DFIFL.COM	F 772-429-4440
4.	Steve Jungstaden	City of Fort St. Louis Eng	stjungstaden@cityofpsl.com	T 772-871-7640
5.	Melissa Lunsford	City of PSL, OMB	ombtemp@cityofpsl.com	T 891-5223 F 891-7837
6.	Jim Anastadt	PSL - ENB.	jungstadt@cityofpsl.com	T 772-344-4239 F
7.				T
8.				F

02120000

# BID REQUEST / RFP REQUEST

Department: Engineering Department Technical Specialist: Steve Jungiohan Extension: x7640

Item/Description of Work Summary: EWIP – Paving Repair/Milling and Resurfacing of selected city roadways.

Technical Specifications Attached:  Yes  No ( must be submitted electronically in word or excel)  
Technical documents must be in word in one file, no logos  
Bid Reply, must be in excel and a separate file, no logos  
Plans may be PDF but must be in one file, dated and numbered consecutively.

Date plans received approval by City Building Department N/A

Replacement:  Yes  No Budgeted Amount: \$350,000.00 Any grant funds being used. Yes

**If not budgeted, authorization from Director of OMB is required.**

Account Number	Fund	Cost Center	Object Code	Project
	403	4126	568812	00000

Suggested Bidders (Use separate sheet if necessary): These will be added to DemandStar broadcast list.

Bidder Name	Address	Fax Number	Contact Person

Reason for purchase or service: Eastern Watershed Improvement Project.

If digging or trenching is required what is the depth? N/A

If work is in water, what is the depth? N/A Is the water navigable? NO

If this is a building, how many stories? N/A

\_\_\_\_\_  
Department Head Approval

\_\_\_\_\_  
Date