PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST

COUNCIL ITEM 13D
DATE 8/20/12

Meeting Date: August 20, 2012

Public Hearing ____ Ordinance ____ Resolution ____ Motion _X

Demandstar Broadcast Date: July 19, 2012 Legal Ad: July 23, 2012

Item: E-Bid #20120076 - Fairgreen Road Extension Construction Project

Recommended Action: Approval of Award and Contract Documents with Dickerson Florida, Inc. for the Construction of the Fairgreen Road Extension Project in the amount of $255,645.05, plus a one-time Indemnification fee of $10.00. Contract period is one hundred (100) calendar days with no option to renew.

Exhibits: Department memo attached [X] yes [ ] no
Copies of the E-Bid Specifications and all Addenda, Responses from bidders, tabulation report, CD of Pre Bid Meeting and all related documents.

Summary Explanation/Background Information: An E-Bid was issued on July 19, 2012 for the Construction of the Fairgreen Road Extension Project. Two (2) bids were received with Dickerson Florida, Inc. providing the best value to the City at $255,645.05 which includes the Base Bid Amount and Alternate #1 (Schedule B) for the Right Turn Lane. The project consists of constructing approximately one thousand one hundred (1,100) lineal feet of a two (2) lane roadway connecting Crosstown parkway to Salvaitierra Boulevard. The work consists of clearing and grubbing, sediment and erosion control, surveying, earthwork, drainage, paving, pavement markings, signage, sodding and all other work necessary to complete the project as shown and described in the Construction Documents and Plans.

The Public Works Department has reviewed the proposals and recommends award to Dickerson Florida, Inc.

Purchase is budgeted in the 304 Fund with the funding shortfall to be addressed in the next Budget Amendment.

Expenditure: **$255,645.05**

Department requests expenditure from the following:

Fund	304	Road & Bridge CIP Fund
Cost Center	4125	Road & Street Operations
Object Code	568810	Roadways
Project	Y1225	Fairgreen Road Extension

Director of OMB concurs with award: _____ City Manager concurs with award: _____

Department requests __-0-___ minutes to make a presentation.

Submitted by: ___Patricia Roebling_____ Date Submitted: __8/13/2012_____

Title: __City Engineer_____

RECEIVED
AUG 14 2012
City Manager's Office

CITY OF PORT ST. LUCIE

Engineering Department

Accredited Agency – American Public Works Association

"A City for All Ages"

MEMORANDUM

To: Cheryl Shanaberger – Assistant Director of OMB

Thru: Patricia Roebling, P.E. – City Engineer

From: Clyde Cuffy – Project Coordinator

Date: August 10, 2012

Re: Contract #20120076
Fairgreen Road Extension Construction Project

The City received bids to construct Fairgreen Road Extension from Salvatierra Boulevard to Crosstown Parkway. The bids were for the following;

Schedule A: two (2) lane roadway with no turn-lane utilizing a standard pavement section.
Schedule B: two (2) lane roadway with a right turn-lane utilizing a standard pavement section.
Schedule C: two (2) lane roadway with no turn-lane and utilizing a reduced pavement section.

The Engineering Department has reviewed the bids and recommends the best value for the City is the bid submitted by Dickerson Florida, Inc. for the standard pavement section with a right turn-lane (Schedule B).

The highlights of the contract include the following:

- The Contractor shall construct approximately 1,100 linear feet of two (2) lane roadway from Salvatierra Boulevard to Crosstown Parkway including a right turn-lane onto Crosstown Parkway and all work necessary to complete the project as shown on the Construction Plans.

- Contract period shall start upon issuance of the Purchase Order for duration of one hundred (100) calendar days with a completion date no later than December 12, 2012.

- The contract amount for the work is $255,645.05.

The cost of this work is funded through account number 304-4125-568810-Y1225. Please review the attached information and prepare for presentation at the August 20, 2012 City Council Meeting. Please let me know if I may be of further assistance in this matter.

Enclosure:
E-Bid Tabulation Summary (3 sheets)

C: Gregory J. Oravec – City Manager
James Angstadt, P.E. – Acting Assistant City Engineer
Roxanne Chesser, P.E. – Civil Engineer
Robyn Holder – OMB Contract Specialist
Frank Knott – Project Manager
Clyde Cuffy – Project Coordinator
Sue Walsh – Manager, Operations
Barney Reina – Budget Analyst

S:\projects\Fairgreen\Work in Progress\12-08-10 MEM to OMB selection of Contractor for Fairgreen Rd Ext.doc

121 S.W. Port St. Lucie Boulevard • Port St. Lucie, FL 34984-5099 • 772/871-5177 • Fax 772/871-5289
TDD Line • 772/344-4222

CITY OF PORT ST. LUCIE
CONTRACT #20120076

This CONTRACT, executed this ____ day of _____, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a Florida municipality, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and **DICKERSON FLORIDA, INC.**, P.O. Box 910, Fort Pierce, Florida 34954-0910,Telephone (772) 429-4444, Fax (772) 429-4445, 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 in accordance with Master Contract #20050079 & 20070052:

PROJECT SUPERVISOR

As used herein the Project Supervisor shall mean Clyde Cuffy, Engineering Department, may be reached at 772-871-7643.

NOTICES

City Project Supervisor:

Clyde Cuffy
City of Port St. Lucie Engineering Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984
Telephone: 772-871-7643 Fax: 772-871-5289
Email: ccuffy@cityofpsl.com

City Contract Administrator:

Robyn Holder, CPPB
City of Port St. Lucie Office of Management & Budget
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984
Telephone: 772-871-5223 Fax: 772-871-7337
Email: rholder@cityofpsl.com

Contractor:

Larry Dale, President
Dickerson Florida, Inc.
3122 N. 25th Street / P.O. Box 910
Fort Pierce, Florida 34954-0910
Telephone: 772-429-4444 Fax: 772-429-4445
Email: ldale@dfifl.com

SECTION I
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work which the Contractor has agreed to perform pursuant to the E-Bid Specifications, all Addenda, Attachments A - C and all associated permits are made a part of this Contract for the Fairgreen Road Extension Construction Project entitled E-Bid #20120076.

SECTION II
TIME OF PERFORMANCE

The Contract Period start date will be _____ and will terminate one hundred (100) calendar days later for final completion on _____. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Supervisor until all work specified in the bid specifications has been rendered and completed to the full satisfaction of the City.

Written requests shall be submitted to the Engineer and the City for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels he has no control. Requests for time extensions shall be submitted within two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

SECTION III
COMPENSATION

The total amount to be paid by the City to the Contractor is on a per unit price basis at **$255,645.05**, plus a one-time Indemnification Fee of $10.00 as identified on Schedule "B" attached hereto and made a part hereof to this Contract, which includes the one time ten-dollar ($10.00) payment for indemnification as provided in Section V herein. Payments will be disbursed in the following manner:

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

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

Acceptance and Final Payment - Upon receipt of written notice that the work is ready for final inspection and acceptance, the City will promptly make such inspection. When City finds the work acceptable under the terms of the Contract and the Contract 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 will be assessed against the Contractor at that time.

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 tenth (10th) day of each month, and payments shall be made net thirty (30) days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments 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 the 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 arising out of the contract or receipts in full in lieu thereof, and an affidavit on his 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 and/or Visa Authorization number.

SECTION IV
CONFORMANCE WITH BID

It is understood that the materials and/or work required under this Contract are in accordance with the e-bid made by the Contractor pursuant to the Invitation to E-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 e-bid, and all documents promulgated by the City for inviting e-bids are, by reference, made a part hereof as set forth in full herein.

SECTION V
INDEMNIFICATION / INSURANCE / BONDS

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

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a Florida municipality of the State of Florida, its officers, employees and agents, and Contract #20120076 for the Fairgreen Road Extension Construction Project shall be listed as additionally insured"**. The policy shall be endorsed to grant the City of Port St. Lucie thirty (30) days notice of 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 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."

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

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

The Payment and Performance Bonds may be an alternate security as per FS 255.05 (7). In lieu of the bond the City will accept cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in part II of Chapter 625. The City will also accept an Irrevocable Letter of Credit backed by a Certificate of Deposit. The City will be made beneficiary of the Irrevocable Letter of Credit and it will remain in effect for the entire length of the contract.

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.

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

SECTION VI
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

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

SECTION VII
WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. All changes will be authorized by a written change order signed by the City Manager or his designee as representing the City. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive unless a court of competent jurisdiction determines otherwise.

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 this 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.

SECTION IX
CLEANING UP

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

SECTION X
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.

SECTION XI
NOTICE OF PERFORMANCE

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

SECTION XII
INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required material have been delivered or the required work was performed in accordance with the terms and conditions of the Contract Documents, the Project Supervisor shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with the terms and conditions of the Contract Documents and that the material and work is entirely satisfactory, the Project Supervisor shall approve the invoice when it is received. Thereafter, the Contractor shall be entitled to payment, as described in Section III. If the Project Supervisor is not satisfied with what is revealed by the inspection, he/she shall as promptly as practicable inform the parties hereto of the specific items or matters that must be addressed. The 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 Supervisor. Upon failure of the Contractor to perform the work in accordance with the Contract

Documents, including any requirements with respect to the Schedule of Completion, and after five (5) days written notice to the Contractor, the City may, without prejudice to any other remedy he may have, correct such deficiencies. The Contractor shall be charged all costs incurred to correct deficiencies. Such examination, inspection, or tests made by the Project Supervisor, at any time, shall not relieve Contractor of his responsibility to remedy any deviation, deficiency, or defect.

SECTION XIII
ADDITIONAL REQUIREMENTS

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

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

SECTION XIV
LICENSING

The Contractor warrants that he/she possess all licenses and certificates necessary to perform the required work and is not in violation of any laws. Contractor warrants that his/her license(s) and certificates are current and will be maintained throughout the duration of this Contract.

SECTION XV
SAFETY PRECAUTIONS

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

SECTION XVI
ASSIGNMENT

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

SECTION XVII
TERMINATION, DELAYS, INCENTIVES AND LIQUIDATED DAMAGES

A. Termination of Contract for Breach. 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 continue performing the tasks required under the Contract. 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 costs and expenses incurred by the City in its completion of the work. The City may also, in the event of such termination, obtain undelivered materials, by contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional costs and expenses incurred for such delivery of materials. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time frame described 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 **three hundred eighty eight ($388.00) dollars** as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the total amount due as liquidated damages for any delay.

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 limited 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, in the City's sole discretion, the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

D. Termination of Contract. 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 the terms of 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 are suspected to be defective, improperly applied, and/or not in compliance with the Contract Specifications. Expenditures as defined herein shall include, but not be limited to, the replacement value of materials destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies provided in the Contract.

SECTION XX
OWNER-FURNISHED PRODUCTS

The City may pre-purchase various materials as deemed beneficial to the City on behalf of the Contractor for use on the project. The Contractor is responsible for arranging delivery to the site. The Contractor shall be responsible for ordering the materials and all appurtenances needed for the project even though purchase is through the City. The Contractor will request the material; sign for material delivered and will be responsible for the acceptance, storage, handling, security and protection from damage or theft of the material from the time of delivery. The Contractor is responsible for any and all restocking fees of material that they have ordered.

SECTION XXI
APPROPRIATION APPROVAL

The Contractor acknowledges that the City of Port St. 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 XXII
RENEWAL OPTION

Not applicable to this Contract

SECTION XXIV
ENTIRE AGREEMENT

The written terms and provisions of this Contract shall supersede and take precedence over any and all prior written or oral statements of any official or other representative of the City. Any such statements shall be of no force or effect not be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract Documents.

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 Dickerson Florida, Inc.

State of:_____ County of:_____

Before me personally appeared: _____
(please print)

Please check one:

Personally known _____

Produced Identification: _____ Identification No. _____
(type of identification)

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 "B"

Line Number	DESCRIPTION	QTY	UNITS	UNIT PRICE	EXTENDED TOTAL PRICE
	Base Bid				
1	RCP 18"	198	LF	$36.00	$7,128.00
2	Type 'E' Inlet	2	EA	$2,500.00	$5,000.00
3	Underdrain System	410	LF	$20.00	$8,200.00
4	Remove Plug and connect to existing storm	1	EA	$565.00	$565.00
5	Modify Existing Inlet Top	5	EA	$1,335.00	$6,675.00
6	Core Existing Inlet Box for underdrain (each core)	4	EA	$450.00	$1,800.00
7	Clean Drainage Pipe	1,110	LF	$3.00	$3,330.00
8	Clean Drainage Structures	8	EA	$55.00	$440.00
9	Erosion Control Measures (Permitting, Install & Maintain)	3,000	LF	$2.25	$6,750.00
10	Excavation	2,600	CY	$8.75	$22,750.00
11	Embankment	300	CY	$10.00	$3,000.00
12	12" Stabilized Subgrade LBR 40 (Type B Stabilization)	3,900	SY	$2.00	$7,800.00
13	8" Base LBR 100	3,000	SY	$11.00	$33,000.00
14	2" Type SP 12.5 Traffic C Asphalt	2,900	SY	$11.00	$31,900.00
15	Type "F" Curb	410	LF	$14.00	$5,740.00
16	Sod R/W & Swales	10,000	SY	$2.00	$20,000.00
17	Saw cut - Tie into Existing Road	1	LS	$300.00	$300.00
18	Sign Single Post(<12 sf)	3	EA	$265.00	$795.00
19	6" Solid White (Thermoplastic Striping)	2,246	LF	$1.00	$2,246.00
20	6" Solid Yellow (Thermoplastic Striping)	2,221	LF	$1.00	$2,221.00
21	8" Solid White (Thermoplastic Striping)	135	LF	$1.00	$135.00
22	12" Solid White (Thermoplastic Striping)	145	LF	$2.25	$326.25
23	18" Solid White (Thermoplastic Striping)	80	LF	$3.25	$260.00
24	24" Solid White (Thermoplastic Striping)	161	LF	$4.10	$660.10
25	Reflective Pavement Markers	40	EA	$4.50	$180.00
26	Mobilization	1	LS	$70,500.00	$70,500.00
27	Clearing and Grubbing	1	LS	$5,000.00	$5,000.00
28	Maintenance of Traffic	1	LS	$5,000.00	$5,000.00
29	**Base Bid Sub Total**				**$251,701.35**
	Alternate 1 (Right Turn Lane)				
30	12" Stabilized Subgrade LBR 40 (Type B Stabilization)	153	SY	$2.00	$306.00
31	8" Base LBR 100	153	SY	$11.00	$1,683.00

32	2" Type SP 12.5 Traffic C Asphalt	153	SY	$11.00	$1,683.00
33	6" Solid White (Thermoplastic Striping)	100	LF	$1.00	$100.00
34	24" Solid White (Thermoplastic Striping)	12	LF	$4.10	$49.20
35	Right Turn Arrow (Themoplastic Marking)	1	EA	$100.00	$100.00
36	Reflective Pavement Markers	5	EA	$4.50	$22.50
	Alternate #1 Sub Total				$3,943.70
37	**Base Bid Total w/Alternate #1**				$255,645.05

E-Bid #20120076
E-Bid Tabulation Report - Schedule A

Fairgreen Road Extension Construction Project

Base Bid w/ NO Alternatives - Opened 8/10/2012 @ 10:00 AM

SCHEDULE "A"				Community Asphalt		Dickerson Florida	
Line #	DESCRIPTION	QTY	UNITS	UNIT PRICE	EXTENDED TOTAL PRICE	UNIT PRICE	EXTENDED TOTAL PRICE
	Base Bid						
1	RCP 18"	198	LF	$42.12	$8,339.76	$36.00	$7,128.00
2	Type 'E' Inlet	2	EA	$1,718.67	$3,437.34	$2,500.00	$5,000.00
3	Underdrain System	410	LF	$32.36	$13,267.60	$20.00	$8,200.00
4	Remove Plug and connect to existing storm	1	EA	$1,442.83	$1,442.83	$565.00	$565.00
5	Modify Existing Inlet Top	5	EA	$1,526.11	$7,630.55	$1,335.00	$6,675.00
6	Core Existing Inlet Box for underdrain (each core)	4	EA	$424.36	$1,697.44	$450.00	$1,800.00
7	Clean Drainage Pipe	1,110	LF	$9.87	$10,955.70	$3.00	$3,330.00
8	Clean Drainage Structures	8	EA	$159.14	$1,273.12	$55.00	$440.00
9	Erosion Control Measures (Permitting, Install & Maintain)	3,000	LF	$0.67	$2,010.00	$2.25	$6,750.00
10	Excavation	2,600	CY	$4.86	$12,636.00	$8.75	$22,750.00
11	Embankment	300	CY	$5.91	$1,773.00	$10.00	$3,000.00
12	12" Stabilized Subgrade LBR 40 (Type B Stabilization)	3,900	SY	$5.20	$20,280.00	$2.00	$7,800.00
13	8" Base LBR 100	3,000	SY	$10.72	$32,160.00	$11.00	$33,000.00
14	2" Type SP 12.5 Traffic C Asphalt	2,900	SY	$11.53	$33,437.00	$11.00	$31,900.00
15	Type "F" Curb	410	LF	$15.60	$6,396.00	$14.00	$5,740.00
16	Sod R/W & Swales	10,000	SY	$2.21	$22,100.00	$2.00	$20,000.00
17	Saw cut - Tie into Existing Road	1	LS	$212.18	$212.18	$300.00	$300.00
18	Sign Single Post(<12 sf)	3	EA	$530.45	$1,591.35	$265.00	$795.00
19	6" Solid White (Thermoplastic Striping)	2,246	LF	$0.95	$2,133.70	$1.00	$2,246.00
20	6" Solid Yellow (Thermoplastic Striping)	2,221	LF	$0.95	$2,109.95	$1.00	$2,221.00
21	8" Solid White (Thermoplastic Striping)	135	LF	$1.00	$135.00	$1.00	$135.00
22	12" Solid White (Thermoplastic Striping)	145	LF	$2.12	$307.40	$2.25	$326.25
23	18" Solid White (Thermoplastic Striping)	80	LF	$3.08	$246.40	$3.25	$260.00
24	24" Solid White (Thermoplastic Striping)	161	LF	$3.87	$623.07	$4.10	$660.10
25	Reflective Pavement Markers	40	EA	$4.24	$169.60	$4.50	$180.00
26	Mobilization	1	LS	$54,212.25	$54,212.25	$70,500.00	$70,500.00
27	Clearing and Grubbing	1	LS	$8,052.27	$8,052.27	$5,000.00	$5,000.00
28	Maintenance of Traffic	1	LS	$2,779.57	$2,779.57	$5,000.00	$5,000.00
29	**Base Bid Total**				**$251,409.08**		**$251,701.35**

1	Acknowledged all Addenda.	Yes	Yes
2	Submitted original Bid Bond.	Yes	Yes
3	Submitted Certificate of Insurance.	Yes	Yes
4	Submitted Trench Safety Drug Free forms.	Yes	Yes
5	Submitted Licenses to perform work.	Yes	Yes
6	Accepts Visa.	No	No
7	Discount using Visa.	n/a	n/a
8	Submitted subcontractor list.	Yes	Yes
9	Submitted W-9 form.	Yes	Yes

E-Bid #20120076
E-Bid Tabulation Report - Schedule B
Fairgreen Road Extension Construction Project
Base Bid w/ Alternate #1 - Opened 8/10/2012 @ 10:00 AM

SCHEDULE "B"				Community Asphalt		Dickerson Florida	
Line #	DESCRIPTION	QTY	UNITS	UNIT PRICE	EXTENDED TOTAL PRICE	UNIT PRICE	EXTENDED TOTAL PRICE
	Base Bid						
1	RCP 18"	198	LF	$42.12	$8,339.76	$36.00	$7,128.00
2	Type 'E' Inlet	2	EA	$1,718.67	$3,437.34	$2,500.00	$5,000.00
3	Underdrain System	410	LF	$32.36	$13,267.60	$20.00	$8,200.00
4	Remove Plug and connect to existing storm	1	EA	$1,442.83	$1,442.83	$565.00	$565.00
5	Modify Existing Inlet Top	5	EA	$1,526.11	$7,630.55	$1,335.00	$6,675.00
6	Core Existing Inlet Box for underdrain (each core)	4	EA	$424.36	$1,697.44	$450.00	$1,800.00
7	Clean Drainage Pipe	1,110	LF	$9.87	$10,955.70	$3.00	$3,330.00
8	Clean Drainage Structures	8	EA	$159.14	$1,273.12	$55.00	$440.00
9	Erosion Control Measures (Permitting, Install & Maintain)	3,000	LF	$0.67	$2,010.00	$2.25	$6,750.00
10	Excavation	2,600	CY	$4.86	$12,636.00	$8.75	$22,750.00
11	Embankment	300	CY	$5.91	$1,773.00	$10.00	$3,000.00
12	12" Stabilized Subgrade LBR 40 (Type B Stabilization)	3,900	SY	$5.20	$20,280.00	$2.00	$7,800.00
13	8" Base LBR 100	3,000	SY	$10.72	$32,160.00	$11.00	$33,000.00
14	2" Type SP 12.5 Traffic C Asphalt	2,900	SY	$11.53	$33,437.00	$11.00	$31,900.00
15	Type "F" Curb	410	LF	$15.60	$6,396.00	$14.00	$5,740.00
16	Sod R/W & Swales	10,000	SY	$2.21	$22,100.00	$2.00	$20,000.00
17	Saw cut - Tie into Existing Road	1	LS	$212.18	$212.18	$300.00	$300.00
18	Sign Single Post(<12 sf)	3	EA	$530.45	$1,591.35	$265.00	$795.00
19	6" Solid White (Thermoplastic Striping)	2,246	LF	$0.95	$2,133.70	$1.00	$2,246.00
20	6" Solid Yellow (Thermoplastic Striping)	2,221	LF	$0.95	$2,109.95	$1.00	$2,221.00
21	8" Solid White (Thermoplastic Striping)	135	LF	$1.00	$135.00	$1.00	$135.00
22	12" Solid White (Thermoplastic Striping)	145	LF	$2.12	$307.40	$2.25	$326.25
23	18" Solid White (Thermoplastic Striping)	80	LF	$3.08	$246.40	$3.25	$260.00
24	24" Solid White (Thermoplastic Striping)	161	LF	$3.87	$623.07	$4.10	$660.10
25	Reflective Pavement Markers	40	EA	$4.24	$169.60	$4.50	$180.00
26	Mobilization	1	LS	$54,212.25	$54,212.25	$70,500.00	$70,500.00
27	Clearing and Grubbing	1	LS	$8,052.27	$8,052.27	$5,000.00	$5,000.00
28	Maintenance of Traffic	1	LS	$2,779.57	$2,779.57	$5,000.00	$5,000.00
29	**Base Bid Sub Total**				**$251,409.08**		**$251,701.35**
	Alternate 1 (Right Turn Lane)						
30	12" Stabilized Subgrade LBR 40 (Type B Stabilization)	153	SY	$5.20	$795.60	$2.00	$306.00
31	8" Base LBR 100	153	SY	$10.72	$1,640.16	$11.00	$1,683.00
32	2" Type SP 12.5 Traffic C Asphalt	153	SY	$11.53	$1,764.09	$11.00	$1,683.00
33	6" Solid White (Thermoplastic Striping)	100	LF	$0.95	$95.00	$1.00	$100.00
34	24" Solid White (Thermoplastic Striping)	12	LF	$3.87	$46.44	$4.10	$49.20
35	Right Turn Arrow (Themoplastic Marking)	1	EA	$90.18	$90.18	$100.00	$100.00
36	Reflective Pavement Markers	5	EA	$4.24	$21.20	$4.50	$22.50
	Alternate #1 Sub Total				**$4,452.67**		**$3,943.70**
37	**Base Bid Total w/Alternate #1**				**$255,861.75**		**$255,645.05**

E-Bid #20120076
E-Bid Tabulation Report - Schedule C

Fairgreen Road Extension Construction Project

Bid Alternate #2 - Opened 8/10/2012 @ 10:00 AM

SCHEDULE "C"				Community Asphalt		Dickerson Florida	
Line Number	DESCRIPTION	QTY	UNITS	UNIT PRICE	EXTENDED TOTAL PRICE	UNIT PRICE	EXTENDED TOTAL PRICE
1	RCP 18"	198	LF	$42.12	$8,339.76	$36.00	$7,128.00
2	Type 'E' Inlet	2	EA	$1,718.67	$3,437.34	$2,500.00	$5,000.00
3	Underdrain System	410	LF	$32.36	$13,267.60	$20.00	$8,200.00
4	Remove Plug and connect to existing storm	1	EA	$1,442.83	$1,442.83	$565.00	$565.00
5	Modify Existing Inlet Top	5	EA	$1,526.11	$7,630.55	$1,335.00	$6,675.00
6	Core Existing Inlet Box for underdrain (each core)	4	EA	$424.36	$1,697.44	$450.00	$1,800.00
7	Clean Drainage Pipe	1,110	LF	$9.87	$10,955.70	$3.00	$3,330.00
8	Clean Drainage Structures	8	EA	$159.14	$1,273.12	$55.00	$440.00
9	Erosion Control Measures (Permitting, Install & Maintain)	3,000	LF	$0.67	$2,010.00	$2.25	$6,750.00
10	Excavation	2,600	CY	$8.57	$22,282.00	$8.75	$22,750.00
11	Embankment	830	CY	$8.54	$7,088.20	$10.00	$8,300.00
12	8" Stabilized Subgrade LBR 40 (Type B Stabilization)	3,900	SY	$4.28	$16,692.00	$1.65	$6,435.00
13	6" Base LBR 100	3,000	SY	$9.02	$27,060.00	$8.50	$25,500.00
14	1" Type SP 9.5 Traffic C Asphalt	2,900	SY	$9.88	$28,652.00	$7.50	$21,750.00
15	Type "F" Curb	410	LF	$15.60	$6,396.00	$14.00	$5,740.00
16	Sod R/W & Swales	10,000	SY	$2.21	$22,100.00	$2.00	$20,000.00
17	Saw cut - Tie into Existing Road	1	LS	$212.18	$212.18	$300.00	$300.00
18	Sign Single Post(<12 sf)	3	EA	$530.45	$1,591.35	$265.00	$795.00
19	6" Solid White (Thermoplastic Striping)	2,246	LF	$0.95	$2,133.70	$1.00	$2,246.00
20	6" Solid Yellow (Thermoplastic Striping)	2,221	LF	$0.95	$2,109.95	$1.00	$2,221.00
21	8" Solid White (Thermoplastic Striping)	135	LF	$1.00	$135.00	$1.00	$135.00
22	12" Solid White (Thermoplastic Striping)	145	LF	$2.12	$307.40	$2.25	$326.25
23	18" Solid White (Thermoplastic Striping)	80	LF	$3.08	$246.40	$3.25	$260.00
24	24" Solid White (Thermoplastic Striping)	161	LF	$3.87	$623.07	$4.10	$660.10
25	Reflective Pavement Markers	40	EA	$4.24	$169.60	$4.50	$180.00
26	Mobilization	1	LS	$54,212.25	$54,212.25	$66,000.00	$66,000.00
27	Clearing and Grubbing	1	LS	$8,052.27	$8,052.27	$5,000.00	$5,000.00
28	Maintenance of Traffic	1	LS	$2,779.57	$2,779.57	$5,000.00	$5,000.00
29	**Bid Total Alternate #2**				**$252,897.28**		**$233,486.35**

User: Holder, CPPB, Robyn Organization: City of Port St. Lucie - Office of Management and Budget Logout | Help

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Tabulation Sheet

Agency Name: City of Port St. Lucie - Office of Management and Budget
Bid Number: EBID-20120076-0-2012/RH
Bid Name: Fairgreen Road Extension Construction Project
Bid Due Date: 8/10/2012 10:00:00 AM Eastern time
Bid Opening:

2 total responses found. ✓ online, offline, • not submitting, ! not received

	Company	Responded	Address	Bid Amt	Alt Bid Amt	Documents	Sent	Notes	Actions
Complete									
1.	Community Asphalt Corp	8/10/2012 8:49:38 AM	5100 29th Court Vero Beach, FL 32967	$251,409.08	$255,861.75	Bid Reply Checklist Subcontractor List Trench Safety Act Drug Free Workplace Form Current Certificate of Insurance License/Certification to do Described Work E-Bid Reply Excel Spreadsheet E-Bid Bond - 5%	✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓	Alternate #2 $252,897.28	Details, Documents, History
2.	Dickerson Florida, Inc	8/10/2012 9:14:18 AM	P.O. Box 910 Ft. Pierce, FL 34954-0910	$251,701.35		Bid Reply Checklist Subcontractor List Trench Safety Act Drug Free Workplace Form Current Certificate of Insurance License/Certification to do Described Work E-Bid Reply Excel Spreadsheet E-Bid Bond - 5%	✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓		Details, Documents, History

<< Return

Manage Bid Tabulation

Planholder Responses

When adding a manual response, you can select a vendor off the Planholders List or add a new vendor.

(Select a Planholder) Add a Planholder Edit Planholders...

Publish Tabulation Sheet

Once you have reviewed the tabulation sheet details, you may create a downloadable PDF version

☐ Include Non-Compliant Supplier details

Publish as PDF Bid Documents...

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E-Bid #20120076
E-Bid Reply Excel Spreadsheet

Fairgreen Road Extension Construction Project

Base Bid w/ NO Alternatives

Company Name: _____DICKERSON FLORIDA, INC._____

SCHEDULE "A"

Line Number	DESCRIPTION	QTY	UNITS	UNIT PRICE	EXTENDED TOTAL PRICE
	Base Bid				
1	RCP 18"	198	LF	$36.00	$7,128.00
2	Type 'E' Inlet	2	EA	$2,500.00	$5,000.00
3	Underdrain System	410	LF	$20.00	$8,200.00
4	Remove Plug and connect to existing storm	1	EA	$565.00	$565.00
5	Modify Existing Inlet Top	5	EA	$1,335.00	$6,675.00
6	Core Existing Inlet Box for underdrain (each core)	4	EA	$450.00	$1,800.00
7	Clean Drainage Pipe	1,110	LF	$3.00	$3,330.00
8	Clean Drainage Structures	8	EA	$55.00	$440.00
9	Erosion Control Measures (Permitting, Install & Maintain)	3,000	LF	$2.25	$6,750.00
10	Excavation	2,600	CY	$8.75	$22,750.00
11	Embankment	300	CY	$10.00	$3,000.00
12	12" Stabilized Subgrade LBR 40 (Type B Stabilization)	3,900	SY	$2.00	$7,800.00
13	8" Base LBR 100	3,000	SY	$11.00	$33,000.00
14	2" Type SP 12.5 Traffic C Asphalt	2,900	SY	$11.00	$31,900.00
15	Type "F" Curb	410	LF	$14.00	$5,740.00
16	Sod R/W & Swales	10,000	SY	$2.00	$20,000.00
17	Saw cut - Tie into Existing Road	1	LS	$300.00	$300.00
18	Sign Single Post(<12 sf)	3	EA	$265.00	$795.00
19	6" Solid White (Thermoplastic Striping)	2,246	LF	$1.00	$2,246.00
20	6" Solid Yellow (Thermoplastic Striping)	2,221	LF	$1.00	$2,221.00
21	8" Solid White (Thermoplastic Striping)	135	LF	$1.00	$135.00
22	12" Solid White (Thermoplastic Striping)	145	LF	$2.25	$326.25
23	18" Solid White (Thermoplastic Striping)	80	LF	$3.25	$260.00
24	24" Solid White (Thermoplastic Striping)	161	LF	$4.10	$660.10
25	Reflective Pavement Markers	40	EA	$4.50	$180.00
26	Mobilization	1	LS	$70,500.00	$70,500.00
27	Clearing and Grubbing	1	LS	$5,000.00	$5,000.00
28	Maintenance of Traffic	1	LS	$5,000.00	$5,000.00
29	**Base Bid Total**				**$251,701.35**

E-Bid #20120076
E-Bid Reply Excel Spreadsheet
Fairgreen Road Extension Construction Project
Base Bid w/ Alternate #1

Company Name: _____DICKERSON FLORIDA, INC._____

SCHEDULE "B"

Line Number	DESCRIPTION	QTY	UNITS	UNIT PRICE	EXTENDED TOTAL PRICE
	Base Bid				
1	RCP 18"	198	LF	$36.00	$7,128.00
2	Type 'E' Inlet	2	EA	$2,500.00	$5,000.00
3	Underdrain System	410	LF	$20.00	$8,200.00
4	Remove Plug and connect to existing storm	1	EA	$565.00	$565.00
5	Modify Existing Inlet Top	5	EA	$1,335.00	$6,675.00
6	Core Existing Inlet Box for underdrain (each core)	4	EA	$450.00	$1,800.00
7	Clean Drainage Pipe	1,110	LF	$3.00	$3,330.00
8	Clean Drainage Structures	8	EA	$55.00	$440.00
9	Erosion Control Measures (Permitting, Install & Maintain)	3,000	LF	$2.25	$6,750.00
10	Excavation	2,600	CY	$8.75	$22,750.00
11	Embankment	300	CY	$10.00	$3,000.00
12	12" Stabilized Subgrade LBR 40 (Type B Stabilization)	3,900	SY	$2.00	$7,800.00
13	8" Base LBR 100	3,000	SY	$11.00	$33,000.00
14	2" Type SP 12.5 Traffic C Asphalt	2,900	SY	$11.00	$31,900.00
15	Type "F" Curb	410	LF	$14.00	$5,740.00
16	Sod R/W & Swales	10,000	SY	$2.00	$20,000.00
17	Saw cut - Tie into Existing Road	1	LS	$300.00	$300.00
18	Sign Single Post(<12 sf)	3	EA	$265.00	$795.00
19	6" Solid White (Thermoplastic Striping)	2,246	LF	$1.00	$2,246.00
20	6" Solid Yellow (Thermoplastic Striping)	2,221	LF	$1.00	$2,221.00
21	8" Solid White (Thermoplastic Striping)	135	LF	$1.00	$135.00
22	12" Solid White (Thermoplastic Striping)	145	LF	$2.25	$326.25
23	18" Solid White (Thermoplastic Striping)	80	LF	$3.25	$260.00
24	24" Solid White (Thermoplastic Striping)	161	LF	$4.10	$660.10
25	Reflective Pavement Markers	40	EA	$4.50	$180.00
26	Mobilization	1	LS	$70,500.00	$70,500.00
27	Clearing and Grubbing	1	LS	$5,000.00	$5,000.00
28	Maintenance of Traffic	1	LS	$5,000.00	$5,000.00
29	**Base Bid Sub Total**				**$251,701.35**
	Alternate 1 (Right Turn Lane)				
30	12" Stabilized Subgrade LBR 40 (Type B Stabilization)	153	SY	$2.00	$306.00
31	8" Base LBR 100	153	SY	$11.00	$1,683.00
32	2" Type SP 12.5 Traffic C Asphalt	153	SY	$11.00	$1,683.00
33	6" Solid White (Thermoplastic Striping)	100	LF	$1.00	$100.00
34	24" Solid White (Thermoplastic Striping)	12	LF	$4.10	$49.20
35	Right Turn Arrow (Themoplastic Marking)	1	EA	$100.00	$100.00
36	Reflective Pavement Markers	5	EA	$4.50	$22.50
	Alternate #1 Sub Total				$3,943.70
37	**Base Bid Total w/Alternate #1**				$255,645.05

E-Bid #20120076
E-Bid Reply Excel Spreadsheet

Fairgreen Road Extension Construction Project

Bid Alternate #2

Company Name: _____DICKERSON FLORIDA, INC._____

SCHEDULE "C"

Line Number	DESCRIPTION	QTY	UNITS	UNIT PRICE	EXTENDED TOTAL PRICE
1	RCP 18"	198	LF	$36.00	$7,128.00
2	Type 'E' Inlet	2	EA	$2,500.00	$5,000.00
3	Underdrain System	410	LF	$20.00	$8,200.00
4	Remove Plug and connect to existing storm	1	EA	$565.00	$565.00
5	Modify Existing Inlet Top	5	EA	$1,335.00	$6,675.00
6	Core Existing Inlet Box for underdrain (each core)	4	EA	$450.00	$1,800.00
7	Clean Drainage Pipe	1,110	LF	$3.00	$3,330.00
8	Clean Drainage Structures	8	EA	$55.00	$440.00
9	Erosion Control Measures (Permitting, Install & Maintain)	3,000	LF	$2.25	$6,750.00
10	Excavation	2,600	CY	$8.75	$22,750.00
11	Embankment	830	CY	$10.00	$8,300.00
12	8" Stabilized Subgrade LBR 40 (Type B Stabilization)	3,900	SY	$1.65	$6,435.00
13	6" Base LBR 100	3,000	SY	$8.50	$25,500.00
14	1" Type SP 9.5 Traffic C Asphalt	2,900	SY	$7.50	$21,750.00
15	Type "F" Curb	410	LF	$14.00	$5,740.00
16	Sod R/W & Swales	10,000	SY	$2.00	$20,000.00
17	Saw cut - Tie into Existing Road	1	LS	$300.00	$300.00
18	Sign Single Post(<12 sf)	3	EA	$265.00	$795.00
19	6" Solid White (Thermoplastic Striping)	2,246	LF	$1.00	$2,246.00
20	6" Solid Yellow (Thermoplastic Striping)	2,221	LF	$1.00	$2,221.00
21	8" Solid White (Thermoplastic Striping)	135	LF	$1.00	$135.00
22	12" Solid White (Thermoplastic Striping)	145	LF	$2.25	$326.25
23	18" Solid White (Thermoplastic Striping)	80	LF	$3.25	$260.00
24	24" Solid White (Thermoplastic Striping)	161	LF	$4.10	$660.10
25	Reflective Pavement Markers	40	EA	$4.50	$180.00
26	Mobilization	1	LS	$66,000.00	$66,000.00
27	Clearing and Grubbing	1	LS	$5,000.00	$5,000.00
28	Maintenance of Traffic	1	LS	$5,000.00	$5,000.00
29	**Bid Total Alternate #2**				**$233,486.35**

E-Bid Reply Sheet #20120076

Fairgreen Road Extension Construction Project

1. **COMPANY NAME**: _____Dickerson Florida, Inc._____

DIVISION OF: _____

PHYSICAL ADDRESS: ____3122 N. 25TH ST., FT. PIERCE, FL 34946_____

MAILING ADDRESS: ____P.O. Box 910_____

CITY, STATE, ZIP CODE: ___Ft. Pierce, FL 34954-0910_____

TELEPHONE NUMBER: (772)_429-4444_____FAX NO. (772)_429-4445_____

CONTACT PERSON: __Larry Dale_____E-MAIL: ____ldale@dfifl.com_____

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

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

____Larry T. Dale_____
President
____Charles H. Cameron_____
Vice President
_____
Treasurer

How long in present business: ____52 yrs._____ How long at present location: _7 yrs_____

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

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

Addendum Number	Date Issued
1	7/27/12

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

5. BID RESPONSE:

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

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

5.3 E-Bid Reply Excel Spreadsheet Total from Schedule "A" Line 29: $ 251,701.35.
5.4 E-Bid Reply Excel Spreadsheet Total from Schedule "B" Line 37: $ 255,645.05.
5.5 E-Bid Reply Excel Spreadsheet Total from Schedule "C" Line 29: $ 233,486.35.

Reference Use Only- Use E-Bid Reply Excel Spreadsheet To Bid

Schedule "A"

Line Number	DESCRIPTION	QTY	UNITS
	Base Bid		
1	RCP 18"	198	LF
2	Type 'E' Inlet	2	EA
3	Underdrain System	410	LF
4	Remove Plug and connect to existing storm	1	EA
5	Modify Existing Inlet Top	5	EA
6	Core Existing Inlet Box for underdrain (each core)	4	EA
7	Clean Drainage Pipe	1,110	LF
8	Clean Drainage Structures	8	EA
9	Erosion Control Measures (Permitting, Install & Maintain Silt Fence, Turbidity Barriers, etc)	3,000	LF
10	Excavation	2,600	CY
11	Embankment	300	CY
12	12" Stabilized Subgrade LBR 40 (Type B Stabilization)	3,900	SY
13	8" Base LBR 100	3,000	SY
14	2" Type SP 12.5 Traffic C Asphalt	2,900	SY
15	Type "F" Curb	410	LF
16	Sod R/W & Swales	10,000	SY
17	Saw cut - Tie into Existing Road	1	LS
18	Sign Single Post(<12sf)	3	EA
19	6" Solid White (Thermoplastic Striping)	2,246	LF
20	6" Solid Yellow (Thermoplastic Striping)	2,221	LF
21	8" Solid White (Thermoplastic Striping)	135	LF
22	12" Solid White (Thermoplastic Striping)	145	LF
23	18" Solid White (Thermoplastic Striping)	80	LF

24	24" Solid White (Thermoplastic Striping)	161	LF
25	Reflective Pavement Markers	40	EA
26	Mobilization	1	LS
27	Clearing and Grubbing	1	LS
28	Maintenance of Traffic	1	LS

Schedule"B"

Line Number	DESCRIPTION	QTY	UNITS
	Base Bid		
1	RCP 18"	198	LF
2	Type 'E' Inlet	2	EA
3	Underdrain System	410	LF
4	Remove Plug and connect to existing storm	1	EA
5	Modify Existing Inlet Top	5	EA
6	Core Existing Inlet Box for underdrain (each core)	4	EA
7	Clean Drainage Pipe	1,110	LF
8	Clean Drainage Structures	8	EA
9	Erosion Control Measures (Permitting, Install & Maintain)	3,000	LF
10	Excavation	2,600	CY
11	Embankment	300	CY
12	12" Stabilized Subgrade LBR 40 (Type B Stabilization)	3,900	SY
13	8" Base LBR 100	3,000	SY
14	2" Type SP 12.5 Traffic C Asphalt	2,900	SY
15	Type "F" Curb	410	LF
16	Sod R/W & Swales	10,000	SY
17	Saw cut - Tie into Existing Road	1	LS
18	Sign Single Post(<12 sf)	3	EA
19	6" Solid White (Thermoplastic Striping)	2,246	LF
20	6" Solid Yellow (Thermoplastic Striping)	2,221	LF
21	8" Solid White (Thermoplastic Striping)	135	LF
22	12" Solid White (Thermoplastic Striping)	145	LF
23	18" Solid White (Thermoplastic Striping)	80	LF
24	24" Solid White (Thermoplastic Striping)	161	LF
25	Reflective Pavement Markers	40	EA
26	Mobilization	1	LS
27	Clearing and Grubbing	1	LS
28	Maintenance of Traffic	1	LS
	Alternate 1 (Right Turn Lane)		
30	12" Stabilized Subgrade LBR 40 (Type B Stabilization)	153	SY
31	8" Base LBR 100	153	SY
32	2" Type SP 12.5 Traffic C Asphalt	153	SY

33	6" Solid White (Thermoplastic Striping)	100	LF
34	24" Solid White (Thermoplastic Striping)	12	LF
35	Right Turn Arrow (Themoplastic Marking)	1	EA
36	Reflective Pavement Markers	5	EA

Bid Alternate #2 - Schedule "C"

Line Number	DESCRIPTION	QTY	UNITS
1	RCP 18"	198	LF
2	Type 'E' Inlet	2	EA
3	Underdrain System	410	LF
4	Remove Plug and connect to existing storm	1	EA
5	Modify Existing Inlet Top	5	EA
6	Core Existing Inlet Box for underdrain (each core)	4	EA
7	Clean Drainage Pipe	1,110	LF
8	Clean Drainage Structures	8	EA
9	Erosion Control Measures (Permitting, Install & Maintain)	3,000	LF
10	Excavation	2,600	CY
11	Embankment	830	CY
12	8" Stabilized Subgrade LBR 40 (Type B Stabilization)	3,900	SY
13	6" Base LBR 100	3,000	SY
14	1" Type SP 9.5 Traffic C Asphalt	2,900	SY
15	Type "F" Curb	410	LF
16	Sod R/W & Swales	10,000	SY
17	Saw cut - Tie into Existing Road	1	LS
18	Sign Single Post(<12 sf)	3	EA
19	6" Solid White (Thermoplastic Striping)	2,246	LF
20	6" Solid Yellow (Thermoplastic Striping)	2,221	LF
21	8" Solid White (Thermoplastic Striping)	135	LF
22	12" Solid White (Thermoplastic Striping)	145	LF
23	18" Solid White (Thermoplastic Striping)	80	LF
24	24" Solid White (Thermoplastic Striping)	161	LF
25	Reflective Pavement Markers	40	EA
26	Mobilization	1	LS
27	Clearing and Grubbing	1	LS
28	Maintenance of Traffic	1	LS

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 warrantees 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. LIST OF SUBCONTRACTORS:

Mosley + Son - CONCRETE
Nature's Keeper - SOD
Southwide - STRIPING + SIGNS

(Add lines if necessary)

7. 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.

8. 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.

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

10. CERTIFICATION

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

Signature _____ 8/10/12 Date

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

Signature

Title President

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.

ATTEST:

CHARLES H. CAMERON, SECRETARY

SEALED E-BID #20120076

Fairgreen Road Extension Construction Project

Name of Bidder:_____Dickerson Florida, Inc._____

This checklist is provided to assist bidders in the preparation of their e-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 e-bid response fully compliant. This checklist is only a guideline -- it is the responsibility of each Bidder to read and comply with the Invitation to E-Bid in its entirety.

_√_ Drug-Free Workplace Form uploaded to Demandstar

_√_ Trench Safety Act Form uploaded to Demandstar

_√_ 5% Bid Bond (or other form of security) uploaded to Demandstar (the original **MUST** be received within 3 business days after the opening)

_√_ E-Bid Reply Sheet #20120076 uploaded to Demandstar

_√_ All three (3) E-Bid Reply Excel Spreadsheets (Schedules A, B & C) uploaded to Demandstar

_√_ All pricing has been mathematically reviewed and all corrections have been initialed.

_√_ All price totals have been thoroughly checked.

_√_ Each E-Bid Addendum (when issued) is acknowledged.

_√_ Copy of Insurance Certificate in accordance with Section V of the Contract Form uploaded to Demandstar

_√_ Copy of License uploaded to Demandstar

_√_ W-9 form uploaded to Demandstar

_√_ Reviewed the Contract and accept all City Terms and Conditions

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

SUBCONTRACTOR LIST
FAIRGREEN ROAD EXTENSION CONSTRUCTION PROJECT
#20120076
DUE: August 10, 2012

SUBCONTRACTOR	WORK SCOPE
MOSLEY & SON CONSTRUCTION	CONCRETE
NATURE'S KEEPER	SOD
SOUTHWIDE	STRIPING & SIGNS

FORMS

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Name: Fairgreen Road Extension Construction Project

Project Location: Port St. Lucie, Florida

Project Number 20120076

Project Location: Fairgreen Road - See Plans

Instructions:

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

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

Certification

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

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

   one thousand Dollars (Written) — $1000.00 (Figures)

3. The amount listed above has been included within the Base Bid.

Certified: Dickerson Florida, Inc.
(Company Contractor)

By: _____
(President's Signature)
(President's Typed or Printed Name) Larry T. Dale

Sworn to and subscribed before me in St. Lucie County, Florida on the 10th day of August____, 2012____.

NOTARY PUBLIC

ANTOINETTE PETERSON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE026292
Expires 9/29/2014

FORMS

DRUG FREE WORKPLACE FORM

The undersigned Contractor in accordance with Florida Statutes, Section 287.087 hereby certifies that ___Dickerson Florida, 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 proposed 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 states, for a violation occurring in the workplace no later than five 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.

_____
Contractor's Signature

August 10, 2012 _____
Date

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/01/2012

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).

PRODUCER

SURETY AGENCY, LLC
552-B NEW HAW CREEK ROAD
ASHEVILLE, NC 28805
828-236-1000 FAX 828-236-1001

INSURED

DICKERSON FLORIDA, INC.
P. O. BOX 910
FT. PIERCE, FL 34954-0910

CONTACT NAME
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: CHARTER OAK FIRE INS. CO.	
INSURER B: TRAVELERS INDEMNITY COMPANY	
INSURER C: TRAVELERS PROPERTY CASUALTY CO. OF	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: 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 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		
B	GENERAL LIABILITY			8280B629	07/01/2012	07/01/2013	EACH OCCURRENCE	$	1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$	10,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						PRODUCTS - COMP/OP AGG	$	2,000,000
	POLICY X PRO-JECT LOC							$	
C	AUTOMOBILE LIABILITY			8280B630	07/01/2012	07/01/2013	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$	
								$	
C	UMBRELLA LIAB X OCCUR			8280B654	07/01/2012	07/01/2013	EACH OCCURRENCE	$	3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	3,000,000
	DED RETENTION $							$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			8280B549	07/01/2012	07/01/2013	X WC STATU-TORY LIMITS / OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / A						E.L. EACH ACCIDENT	$	500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	500,000
							E.L. DISEASE - POLICY LIMIT	$	500,000

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

Evidence of Insurance for Fairgreen Road Extension Construction Project

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Karen Beard

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AC# 6147303

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12053101639

DATE	BATCH NUMBER	LICENSE NBR
05/31/2012	118195367	CGC060797

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2014

DALE, LARRY THOMAS
DICKERSON FLORIDA INC
3122 N 25 STREET
FT PIERCE FL 34946

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Dickerson Florida, Inc.

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America

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

as Obligee, hereinafter called the Obligee, in the sum of five percent (5%) of

the amount bid---------- Dollars ($ ----------),
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

Fairgreen Road Extension Construction Project Bid Number 20120076
Port St. Lucie, Florida

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 10th day of August , 2012 .

(Witness)

Dickerson Florida, Inc.
(Principal) (Seal)
By: (Title)

Travelers Casualty and Surety Company of America
(Surety) (Seal)
By: (Title)
Karen K. Beard, Attorney-in-Fact and Florida Licensed Agent

"Inquiries 828-236-1000"

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

TRAVELERS

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. 223206 **Certificate No.** 004770378

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

Karen K. Beard

of the City of Asheville, State of North Carolina, 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 14th day of March, 2012.

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: George W. Thompson, Senior Vice President

On this the 14th day of March, 2012, 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.

Marie C. Tetreault, Notary Public

58440-6-11Printed in U.S.A.

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

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 10th day of August, 2012

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. 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

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
DICKERSON FLORIDA, INC.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ 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) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
P.O. BOX 910

Requester's name and address (optional)

City, state, and ZIP code
FT PIERCE, FL 34954-0910

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.

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

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
5 6 - 1 3 2 7 5 0 9

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. 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 ▶ Gary T. Dal Date ▶ 6-28-12

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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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 #20120076
E-Bid Reply Excel Spreadsheet

Fairgreen Road Extension Construction Project

Base Bid w/ NO Alternatives

Company Name: Community Asphalt Corp.

SCHEDULE "A"

Line Number	DESCRIPTION	QTY	UNITS	UNIT PRICE	EXTENDED TOTAL PRICE
	Base Bid				
1	RCP 18"	198	LF	$42.12	$8,339.76
2	Type 'E' Inlet	2	EA	$1,718.67	$3,437.34
3	Underdrain System	410	LF	$32.36	$13,267.60
4	Remove Plug and connect to existing storm	1	EA	$1,442.83	$1,442.83
5	Modify Existing Inlet Top	5	EA	$1,526.11	$7,630.55
6	Core Existing Inlet Box for underdrain (each core)	4	EA	$424.36	$1,697.44
7	Clean Drainage Pipe	1,110	LF	$9.87	$10,955.70
8	Clean Drainage Structures	8	EA	$159.14	$1,273.12
9	Erosion Control Measures (Permitting, Install & Maintain)	3,000	LF	$0.67	$2,010.00
10	Excavation	2,600	CY	$4.86	$12,636.00
11	Embankment	300	CY	$5.91	$1,773.00
12	12" Stabilized Subgrade LBR 40 (Type B Stabilization)	3,900	SY	$5.20	$20,280.00
13	8" Base LBR 100	3,000	SY	$10.72	$32,160.00
14	2" Type SP 12.5 Traffic C Asphalt	2,900	SY	$11.53	$33,437.00
15	Type "F" Curb	410	LF	$15.60	$6,396.00
16	Sod R/W & Swales	10,000	SY	$2.21	$22,100.00
17	Saw cut - Tie into Existing Road	1	LS	$212.18	$212.18
18	Sign Single Post(<12 sf)	3	EA	$530.45	$1,591.35
19	6" Solid White (Thermoplastic Striping)	2,246	LF	$0.95	$2,133.70
20	6" Solid Yellow (Thermoplastic Striping)	2,221	LF	$0.95	$2,109.95
21	8" Solid White (Thermoplastic Striping)	135	LF	$1.00	$135.00
22	12" Solid White (Thermoplastic Striping)	145	LF	$2.12	$307.40
23	18" Solid White (Thermoplastic Striping)	80	LF	$3.08	$246.40
24	24" Solid White (Thermoplastic Striping)	161	LF	$3.87	$623.07
25	Reflective Pavement Markers	40	EA	$4.24	$169.60
26	Mobilization	1	LS	$54,212.25	$54,212.25
27	Clearing and Grubbing	1	LS	$8,052.27	$8,052.27
28	Maintenance of Traffic	1	LS	$2,779.57	$2,779.57
29	**Base Bid Total**				**$251,409.08**

E-Bid #20120076
E-Bid Reply Excel Spreadsheet
Fairgreen Road Extension Construction Project
Base Bid w/ Alternate #1

Company Name: Community Asphalt Corp.

SCHEDULE "B"

Line Number	DESCRIPTION	QTY	UNITS	UNIT PRICE	EXTENDED TOTAL PRICE
	Base Bid				
1	RCP 18"	198	LF	$42.12	$8,339.76
2	Type 'E' Inlet	2	EA	$1,718.67	$3,437.34
3	Underdrain System	410	LF	$32.36	$13,267.60
4	Remove Plug and connect to existing storm	1	EA	$1,442.83	$1,442.83
5	Modify Existing Inlet Top	5	EA	$1,526.11	$7,630.55
6	Core Existing Inlet Box for underdrain (each core)	4	EA	$424.36	$1,697.44
7	Clean Drainage Pipe	1,110	LF	$9.87	$10,955.70
8	Clean Drainage Structures	8	EA	$159.14	$1,273.12
9	Erosion Control Measures (Permitting, Install & Maintain)	3,000	LF	$0.67	$2,010.00
10	Excavation	2,600	CY	$4.86	$12,636.00
11	Embankment	300	CY	$5.91	$1,773.00
12	12" Stabilized Subgrade LBR 40 (Type B Stabilization)	3,900	SY	$5.20	$20,280.00
13	8" Base LBR 100	3,000	SY	$10.72	$32,160.00
14	2" Type SP 12.5 Traffic C Asphalt	2,900	SY	$11.53	$33,437.00
15	Type "F" Curb	410	LF	$15.60	$6,396.00
16	Sod R/W & Swales	10,000	SY	$2.21	$22,100.00
17	Saw cut - Tie into Existing Road	1	LS	$212.18	$212.18
18	Sign Single Post(<12 sf)	3	EA	$530.45	$1,591.35
19	6" Solid White (Thermoplastic Striping)	2,246	LF	$0.95	$2,133.70
20	6" Solid Yellow (Thermoplastic Striping)	2,221	LF	$0.95	$2,109.95
21	8" Solid White (Thermoplastic Striping)	135	LF	$1.00	$135.00
22	12" Solid White (Thermoplastic Striping)	145	LF	$2.12	$307.40
23	18" Solid White (Thermoplastic Striping)	80	LF	$3.08	$246.40
24	24" Solid White (Thermoplastic Striping)	161	LF	$3.87	$623.07
25	Reflective Pavement Markers	40	EA	$4.24	$169.60
26	Mobilization	1	LS	$54,212.25	$54,212.25
27	Clearing and Grubbing	1	LS	$8,052.27	$8,052.27
28	Maintenance of Traffic	1	LS	$2,779.57	$2,779.57
29	**Base Bid Sub Total**				**$251,409.08**
	Alternate 1 (Right Turn Lane)				
30	12" Stabilized Subgrade LBR 40 (Type B Stabilization)	153	SY	$5.20	$795.60
31	8" Base LBR 100	153	SY	$10.72	$1,640.16
32	2" Type SP 12.5 Traffic C Asphalt	153	SY	$11.53	$1,764.09
33	6" Solid White (Thermoplastic Striping)	100	LF	$0.95	$95.00
34	24" Solid White (Thermoplastic Striping)	12	LF	$3.87	$46.44
35	Right Turn Arrow (Themoplastic Marking)	1	EA	$90.18	$90.18
36	Reflective Pavement Markers	5	EA	$4.24	$21.20
	Alternate #1 Sub Total				$4,452.67
37	**Base Bid Total w/Alternate #1**				$255,861.75

E-Bid #20120076
E-Bid Reply Excel Spreadsheet

Fairgreen Road Extension Construction Project

Bid Alternate #2

Company Name: Community Asphalt Corp.

SCHEDULE "C"

Line Number	DESCRIPTION	QTY	UNITS	UNIT PRICE	EXTENDED TOTAL PRICE
1	RCP 18"	198	LF	$42.12	$8,339.76
2	Type 'E' Inlet	2	EA	$1,718.67	$3,437.34
3	Underdrain System	410	LF	$32.36	$13,267.60
4	Remove Plug and connect to existing storm	1	EA	$1,442.83	$1,442.83
5	Modify Existing Inlet Top	5	EA	$1,526.11	$7,630.55
6	Core Existing Inlet Box for underdrain (each core)	4	EA	$424.36	$1,697.44
7	Clean Drainage Pipe	1,110	LF	$9.87	$10,955.70
8	Clean Drainage Structures	8	EA	$159.14	$1,273.12
9	Erosion Control Measures (Permitting, Install & Maintain)	3,000	LF	$0.67	$2,010.00
10	Excavation	2,600	CY	$8.57	$22,282.00
11	Embankment	830	CY	$8.54	$7,088.20
12	8" Stabilized Subgrade LBR 40 (Type B Stabilization)	3,900	SY	$4.28	$16,692.00
13	6" Base LBR 100	3,000	SY	$9.02	$27,060.00
14	1" Type SP 9.5 Traffic C Asphalt	2,900	SY	$9.88	$28,652.00
15	Type "F" Curb	410	LF	$15.60	$6,396.00
16	Sod R/W & Swales	10,000	SY	$2.21	$22,100.00
17	Saw cut - Tie into Existing Road	1	LS	$212.18	$212.18
18	Sign Single Post(<12 sf)	3	EA	$530.45	$1,591.35
19	6" Solid White (Thermoplastic Striping)	2,246	LF	$0.95	$2,133.70
20	6" Solid Yellow (Thermoplastic Striping)	2,221	LF	$0.95	$2,109.95
21	8" Solid White (Thermoplastic Striping)	135	LF	$1.00	$135.00
22	12" Solid White (Thermoplastic Striping)	145	LF	$2.12	$307.40
23	18" Solid White (Thermoplastic Striping)	80	LF	$3.08	$246.40
24	24" Solid White (Thermoplastic Striping)	161	LF	$3.87	$623.07
25	Reflective Pavement Markers	40	EA	$4.24	$169.60
26	Mobilization	1	LS	$54,212.25	$54,212.25
27	Clearing and Grubbing	1	LS	$8,052.27	$8,052.27
28	Maintenance of Traffic	1	LS	$2,779.57	$2,779.57
29	**Bid Total Alternate #2**				**$252,897.28**

E-Bid Reply Sheet #20120076

Fairgreen Road Extension Construction Project

1. **COMPANY NAME**: Community Asphalt Corp.

DIVISION OF: OHLUSA

PHYSICAL ADDRESS:
2975 Industrial Blvd Vero Beach, FL 32967

MAILING ADDRESS: Same

CITY, STATE, ZIP CODE: Same

TELEPHONE NUMBER: (772) 770-3771 FAX NO. (772) 770 3717

CONTACT PERSON: Brian Beetle E-MAIL: BBeetle@CACorp.net

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

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

John Morris
President

Brian Beetle
Vice President

Jorge Rios
Treasurer

How long in present business: 31 years How long at present location: 11 yrs

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

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

Addendum Number	Date Issued
1	7/27/12

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

5. BID RESPONSE:

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

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

5.3 E-Bid Reply Excel Spreadsheet Total from Schedule "A" Line 29: $ 251,409.08.
5.4 E-Bid Reply Excel Spreadsheet Total from Schedule "B" Line 37: $ 255,861.75.
5.5 E-Bid Reply Excel Spreadsheet Total from Schedule "C" Line 29: $ 252,897.28.

Reference Use Only- Use E-Bid Reply Excel Spreadsheet To Bid

Schedule "A"

Line Number	DESCRIPTION	QTY	UNITS
	Base Bid		
1	RCP 18"	198	LF
2	Type 'E' Inlet	2	EA
3	Underdrain System	410	LF
4	Remove Plug and connect to existing storm	1	EA
5	Modify Existing Inlet Top	5	EA
6	Core Existing Inlet Box for underdrain (each core)	4	EA
7	Clean Drainage Pipe	1,110	LF
8	Clean Drainage Structures	8	EA
9	Erosion Control Measures (Permitting, Install & Maintain Silt Fence, Turbidity Barriers, etc)	3,000	LF
10	Excavation	2,600	CY
11	Embankment	300	CY
12	12" Stabilized Subgrade LBR 40 (Type B Stabilization)	3,900	SY
13	8" Base LBR 100	3,000	SY
14	2" Type SP 12.5 Traffic C Asphalt	2,900	SY
15	Type "F" Curb	410	LF
16	Sod R/W & Swales	10,000	SY
17	Saw cut - Tie into Existing Road	1	LS
18	Sign Single Post(<12sf)	3	EA
19	6" Solid White (Thermoplastic Striping)	2,246	LF
20	6" Solid Yellow (Thermoplastic Striping)	2,221	LF
21	8" Solid White (Thermoplastic Striping)	135	LF
22	12" Solid White (Thermoplastic Striping)	145	LF
23	18" Solid White (Thermoplastic Striping)	80	LF

24	24" Solid White (Thermoplastic Striping)	161	LF
25	Reflective Pavement Markers	40	EA
26	Mobilization	1	LS
27	Clearing and Grubbing	1	LS
28	Maintenance of Traffic	1	LS

Schedule"B"

Line Number	DESCRIPTION	QTY	UNITS
	Base Bid		
1	RCP 18"	198	LF
2	Type 'E' Inlet	2	EA
3	Underdrain System	410	LF
4	Remove Plug and connect to existing storm	1	EA
5	Modify Existing Inlet Top	5	EA
6	Core Existing Inlet Box for underdrain (each core)	4	EA
7	Clean Drainage Pipe	1,110	LF
8	Clean Drainage Structures	8	EA
9	Erosion Control Measures (Permitting, Install & Maintain)	3,000	LF
10	Excavation	2,600	CY
11	Embankment	300	CY
12	12" Stabilized Subgrade LBR 40 (Type B Stabilization)	3,900	SY
13	8" Base LBR 100	3,000	SY
14	2" Type SP 12.5 Traffic C Asphalt	2,900	SY
15	Type "F" Curb	410	LF
16	Sod R/W & Swales	10,000	SY
17	Saw cut - Tie into Existing Road	1	LS
18	Sign Single Post(<12 sf)	3	EA
19	6" Solid White (Thermoplastic Striping)	2,246	LF
20	6" Solid Yellow (Thermoplastic Striping)	2,221	LF
21	8" Solid White (Thermoplastic Striping)	135	LF
22	12" Solid White (Thermoplastic Striping)	145	LF
23	18" Solid White (Thermoplastic Striping)	80	LF
24	24" Solid White (Thermoplastic Striping)	161	LF
25	Reflective Pavement Markers	40	EA
26	Mobilization	1	LS
27	Clearing and Grubbing	1	LS
28	Maintenance of Traffic	1	LS
	Alternate 1 (Right Turn Lane)		
30	12" Stabilized Subgrade LBR 40 (Type B Stabilization)	153	SY
31	8" Base LBR 100	153	SY
32	2" Type SP 12.5 Traffic C Asphalt	153	SY

33	6" Solid White (Thermoplastic Striping)	100	LF
34	24" Solid White (Thermoplastic Striping)	12	LF
35	Right Turn Arrow (Themoplastic Marking)	1	EA
36	Reflective Pavement Markers	5	EA

Bid Alternate #2 - Schedule "C"

Line Number	DESCRIPTION	QTY	UNITS
1	RCP 18"	198	LF
2	Type 'E' Inlet	2	EA
3	Underdrain System	410	LF
4	Remove Plug and connect to existing storm	1	EA
5	Modify Existing Inlet Top	5	EA
6	Core Existing Inlet Box for underdrain (each core)	4	EA
7	Clean Drainage Pipe	1,110	LF
8	Clean Drainage Structures	8	EA
9	Erosion Control Measures (Permitting, Install & Maintain)	3,000	LF
10	Excavation	2,600	CY
11	Embankment	830	CY
12	8" Stabilized Subgrade LBR 40 (Type B Stabilization)	3,900	SY
13	6" Base LBR 100	3,000	SY
14	1" Type SP 9.5 Traffic C Asphalt	2,900	SY
15	Type "F" Curb	410	LF
16	Sod R/W & Swales	10,000	SY
17	Saw cut - Tie into Existing Road	1	LS
18	Sign Single Post(<12 sf)	3	EA
19	6" Solid White (Thermoplastic Striping)	2,246	LF
20	6" Solid Yellow (Thermoplastic Striping)	2,221	LF
21	8" Solid White (Thermoplastic Striping)	135	LF
22	12" Solid White (Thermoplastic Striping)	145	LF
23	18" Solid White (Thermoplastic Striping)	80	LF
24	24" Solid White (Thermoplastic Striping)	161	LF
25	Reflective Pavement Markers	40	EA
26	Mobilization	1	LS
27	Clearing and Grubbing	1	LS
28	Maintenance of Traffic	1	LS

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 warrantees 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.

SEALED E-BID #20120076

Fairgreen Road Extension Construction Project

Name of Bidder: Community Asphalt Corp.

This checklist is provided to assist bidders in the preparation of their e-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 e-bid response fully compliant. This checklist is only a guideline -- it is the responsibility of each Bidder to read and comply with the Invitation to E-Bid in its entirety.

✓ Drug-Free Workplace Form uploaded to Demandstar

✓ Trench Safety Act Form uploaded to Demandstar

✓ 5% Bid Bond (or other form of security) uploaded to Demandstar (the original **MUST** be received within 3 business days after the opening)

✓ E-Bid Reply Sheet #20120076 uploaded to Demandstar

✓ All three (3) E-Bid Reply Excel Spreadsheets (Schedules A, B & C) uploaded to Demandstar

✓ All pricing has been mathematically reviewed and all corrections have been initialed.

✓ All price totals have been thoroughly checked.

✓ Each E-Bid Addendum (when issued) is acknowledged.

✓ Copy of Insurance Certificate in accordance with Section V of the Contract Form uploaded to Demandstar

✓ Copy of License uploaded to Demandstar

✓ W-9 form uploaded to Demandstar

✓ Reviewed the Contract and accept all City Terms and Conditions

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

6. LIST OF SUBCONTRACTORS:

Southwide Industries Inc., Melvin Bush Construction, Nature's Keeper, Road Safe Traffic System

(Add lines if necessary)

7. 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.

8. 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.

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

10. CERTIFICATION

This bid is submitted by: Name (print) Brian Beetle 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 8/5/2012

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

Signature _____ 8/5/2012

Title Vice President

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.

FORMS

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Name: Fairgreen Road Extension Construction Project

Project Location: Port St. Lucie, Florida

Project Number 20120076

Project Location: Fairgreen Road - See Plans

Instructions:

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

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

Certification

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:
   Three Thousand Forty Dollars Dollars (Written) — $3,040.00 (Figures)

3. The amount listed above has been included within the Base Bid.

Certified: Community Asphalt Corp
(Company-Contractor)

By: [signature] Brian Beetle Vice President
(President's Signature)
(President's Typed or Printed Name)

Sworn to and subscribed before me in Indian River County, Florida on the 9th day of Aug 2012.

Notary Public State of Florida
Jennifer D Bickford
My Commission DD853763
Expires 03/23/2014

Jennifer D. Bickford
NOTARY PUBLIC

FORMS

DRUG FREE WORKPLACE FORM

The undersigned Contractor in accordance with Florida Statutes, Section 287.087 hereby certifies that Community Asphalt Co. 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 proposed 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 states, for a violation occurring in the workplace no later than five 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.

Contractor's Signature

8/9/2012
Date

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 12/27/2011

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

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

PRODUCER
Aon Risk Services, Inc of Florida
1001 Brickell Bay Drive
Suite 1100
Miami FL 33131 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (847) 953-5390
E-MAIL ADDRESS:

INSURED
Community Asphalt Corp.
9725 NW 117 Ave
Suite 105
Miami FL 33178 USA

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Illinois National Insurance Co	23817
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 570044801730 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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			GL6988404	12/31/2011	12/31/2012	EACH OCCURRENCE	
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
							GENERAL AGGREGATE	
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	
							Occurrence Limit	$1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	
	DED / RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS / OTHER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: OCP Miami Dade County - Job: Venetian Causeway Streetscape Improvements, County Project No. 20100522; CAC# 6375
Evidence Only

CERTIFICATE HOLDER

Community Asphalt Corp.
9725 NW 117 Ave Suite 105
Miami FL 33178 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Inc. of Florida

Holder Identifier :

Certificate No : 570044801730

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STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD (850) 487-1395
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

FERNANDEZ, JOSE L
COMMUNITY ASPHALT CORP
9725 NW 117 AVE SUITE 110
MIAMI FL 33178

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA AC# 6208024
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CGC011475 07/18/12 120029337

CERTIFIED GENERAL CONTRACTOR
FERNANDEZ, JOSE L
COMMUNITY ASPHALT CORP

IS CERTIFIED under the provisions of Ch.489 FS
Expiration date: AUG 31, 2014 L12071800867

DETACH HERE

THIS DOCUMENT HAS A COLORED BACKGROUND • MICROPRINTING • LINEMARK PATENTED PAPER

AC# 6208024

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12071800867

DATE	BATCH NUMBER	LICENSE NBR
07/18/2012	120029337	CGC011475

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2014

FERNANDEZ, JOSE L
COMMUNITY ASPHALT CORP
14005 N W 186TH STREET
HIALEAH FL 33018

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
COMMUNITY ASPHALT CORP.
5100 29th Court
Vero Beach, FL 32967

SURETY:
(Name, legal status and principal place of business)
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
One Tower Square
Hartford, CT 06183

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
CITY OF PORT ST. LUCIE, FL

121 Southwest Port St. Lucie Blvd., Bldg A, Port St. Lucie, FL 34984

BOND AMOUNT: Five percent of amount bid. (5% of Amount Bid)

PROJECT:
(Name, location or address, and Project number, if any)
Fairgreen Road Extension Construction Project
EBID-20120076-0-2012/RH

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th day of August, 2012

Jennifer Bickford
(Witness)

COMMUNITY ASPHALT CORP.
(Principal) *(Seal)*

Brian Beetle
(Title) Brian Beetle V.P.

Yan Yangdong
(Witness)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
(Surety) Joseph M Pietrangelo *(Seal)*
(Title) Joseph M. Pietrangelo, Attorney in Fact

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WARNING THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS

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. 224611

Certificate No. 004946596

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

Joseph M. Pietrangelo, and Claudette Alexander Hunt

of the City of Miami State of Florida, 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.

Any and all consents required by the Department of Transportation, or the Orlando-Orange County Expressway Authority, State of Florida, incident to the release of retained percentages and/or final estimates.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 29th day of June, 2012.

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: George W. Thompson, Senior Vice President

On this the 29th day of June, 2012, 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.

Marie C. Tetreault, Notary Public

58440-6-11Printed in U S A

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 7th day of August 2012

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. Please refer to the Attorney-In-Fact number, the above named individuals and the details of the bond to which the power is attached.

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Community Asphalt Corp.

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☑ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
2975 Industrial Blvd.

Requester's name and address (optional)

City, state, and ZIP code
Vero Beach, FL 32967

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 Line 1 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.

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

Social security number
: :

or

Employer identification number
59 : 2023298

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. 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 ▶** Jennifer Bickford **Date ▶** 8/10/12

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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. 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.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

E-Bid Opening
E-BID #20120076
Fairgreen Road Extension Construction Project
August 10, 2012 @ 10:00 am

	Name (Please PRINT legibly)	Company Name	E-Mail Address	Telephone # & FAX #
1.	Robyn Holder	City of PSL-OMB	Rholder@CityofPSL.com	T 772-871-5223 F 772-871-7337
2.	DAN DUNLAP	DICKERSON	DDUNLAP@DFIFL.COM	T 772 429 4459 F 772 429 4445
3.	JIM ANGSTADT	CITY OF PSL - PUBLIC WORKS	jangstadt@cityofpsl.com	T 772-344-4239 F
4.	ETIENNE BOURGEOIS	CAPTEC	ebourgeois@gocaptec.com	T 772.692.4344 F
5.	Clyde Cuffy	CITY OF PSL ENG	ccuffy@cityofpsl.com	T 772 871 7643 F
6.	MATT HALUCK	OMB CPSL	MHALUCK@CITYOF PSL.COM	T 772-871-5224 F
7.				T F
8.				T

CITY OF PORT ST. LUCIE

FAIRGREEN ROAD EXTENSION CONSTRUCTION PROJECT

Sealed Electronic Bid # 20120076
(E-Bid)

Prepared by:
Robyn Holder, CPPB
City of Port St. Lucie
Office of Management & Budget
772-344-4293
rholder@cityofpsl.com

TABLE OF CONTENTS

Description	Page
Invitation To E-Bid	3
Scope of Work	3
Instructions To Bidders	5
E-Bid Reply Form	12
Forms	
• Trench Safety Statement	17
• Drug Free Workplace Form	18
• City of Port St. Lucie Contract Form	19
Checklist	30

Attachments that are required (not included in this document)

- Attachment A - Technical Specifications, pages 1 - 62.
- Attachment B – Construction Drawings, pages 1 - 8.
- Attachment C - Roadway Soil Survey, pages 1 - 22.
- E-Bid Reply Excel Spreadsheet, page 1, 2 & 3 (Schedules A, B & C).

BALANCE OF PAGE LEFT INTENTIONALLY BLANK

NOTE: THIS REQUEST FOR E-BID IS ONLY FOR THE FOLLOWING CONTRACTED CONTRACTORS: Blazer Construction Industries, Inc., Community Asphalt Corporation, Cone & Graham, Inc., Dickerson Florida, Inc., Felix Associates of Florida, Inc., Hubbard Construction Company, and Johnson Bros. Corporation.

INVITATION TO E-BID

Sealed Electronic Bid (E-Bid) #20120076 for the Fairgreen Road Extension Construction Project will be received by the City of Port St. Lucie, in the Office of Management & Budget, 3rd Floor, Suite 390, Building "A" of the Municipal Complex located at 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984-5099, until **10:00:00 AM on August 10, 2012**.

SCOPE OF WORK

This project is the construction of approximately one thousand one hundred (1,100) linear feet of two (2) lane roadway connecting Crosstown Parkway to Salvatierra Boulevard. The work for this project includes, but is not limited to:

- Sediment and Erosion Control.
- Surveying.
- Clearing and Grubbing.
- Earthwork.
- Drainage.
- Paving.
- Pavement Markings.
- Signage.
- Concrete Work.
- Sodding.
- Coordination with work by others to install a Traffic Signal at the intersection of Fairgreen Road and Crosstown Parkway.
- Preparation of Record Drawings.
- All work necessary to complete the project as shown and described in the Construction Documents and Plans.
- Estimated contract period is one hundred (100) calendar days.

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

A Pre-Bid Conference for all Contractors 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 **July 27, 2012 beginning at 1:30 pm**. At this time, the specifications and other bidding documents will be explained, and questions regarding the project will be discussed.

Each Bidder(s) must deposit with his/her bid, a bid bond, or bid guaranty, in the amount of five percent (5%) of the bid total, made payable to the "City of Port St. Lucie". The Bid Bond must be scanned and uploaded onto DemandStar.com along with all other required documents, thus showing evidence that a Bid Bond was obtained. Bidders will send the **ORIGINAL** Bid Bond to the City immediately after the opening date. The original Bid Bond must be received within **three (3) business days** of the opening for the bid to be considered.

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

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, ITS EMPLOYEES AND THEIR FINANCIAL OR LEGAL INTERESTS.

E-Bid Documents for the project include the following:

1. E-Bid Specifications – Pages 1 - 33

2. E-Bid Reply Excel Spreadsheet – Pages 1, 2 & 3

3. Attachments
   A. Technical Specifications, pages 1 - 62.
   B. Construction Plans prepared by CAPTEC Engineering, Inc., dated June 25, 2012 consisting of pages 1 - 8.
   C. Roadway Soil Survey, pages 1 - 22.

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INSTRUCTIONS TO BIDDERS

1. **EXAMINATION OF SITE AND CONTRACT DOCUMENTS:** Before submitting e-bids, each Bidder(s) shall visit the location of the proposed work to fully understand the existing site/surface/subsurface/above surface conditions, and examine the Contract Documents, to become familiar with all provisions affecting the work. Failure to fully understand the existing site conditions or Contract Documents will not relieve the contractual obligations or be cause for additional compensation.

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

2. **SITE EXPLORATIONS:** Each Bidder may explore the site to conduct such examinations, investigations, explorations, tests, and studies, as each Bidder deems necessary for submission of an E-Bid. Failure to conduct site explorations shall not be cause for additional compensation.

3. **QUESTIONS:** Submit all questions regarding the Contract Documents, in writing, to Robyn Holder, CPPB in the City of Port St. Lucie Office of Management & Budget, 121 SW Port St. Lucie Boulevard, Port St. Lucie, FL 34984, Phone (772) 344-4293, Fax (772) 871-7337 or email at rholder@cityofpsl.com. The City will not be responsible for oral clarification of questions. Questions received after **August 6, 2012** may not be answered, and will not be cause for additional compensation. Bidder(s) must clearly understand that Ms. Holder is the only individual authorized to represent the City.

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

4. **SUBSTITUTIONS:** The last day for written requests for consideration of substitutions is August 6, 2012. Written request should be sent to Robyn Holder, CPPB in the Office of Management and Budget at fax number (772) 871-7337 or email at rholder@cityofpsl.com. 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 Bidder(s) of Record, describing such.

5. **ADDENDA:** The City may revise or amend the Contract Documents prior to E-Bid Opening by Addenda. Any Addenda issued shall be binding as if originally written in the Contract Documents. Receipt of all Addenda must be acknowledged on the E-Bid Reply Forms. It is the responsibility of the Bidder(s) to ensure they have received all Addenda.

6. **PREPARATION OF BIDS:** The Bidder(s) shall complete and return the submittal requirements as in item seven (7) below. The City will not be responsible for any costs incurred by any Bidder(s) in the preparation of the bid.

7. **BID SUBMITTAL:** The Bid submittal requirements are summarized below.

A. Request E-Bid Specifications, #20120076 from Onvia, via phone 800-711-1712 or via internet www.cityofpsl.com

B. Download the all three (3) E-Bid Reply Excel Spreadsheets (Schedules A, B & C) 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.

C. Download and complete company information on E-Bid Reply Sheet #20120076, Trench Safety Statement, Drug Free Workplace Form, and Checklist.

D. Enter total prices on all three (3) prices E-Bid Reply Sheet #20120076. Totals shall agree with the E-Bid Reply Excel Spreadsheets that is to be uploaded at time of submittal. Discrepancies between the E-Bid Reply Excel Spreadsheets, the amounts listed on Demandstar web page, and the E-Bid Reply Sheet #20120076 uploaded on Demandstar will be resolved in favor of the three (3) E-Bid Excel Spreadsheets that is uploaded at time of submittal.

E. Sign the E-Bid Reply Sheet #20120076 where indicated.

F. Upload and submit the E-Bid Reply Sheet #20120076, all three (3) E-Bid Reply Excel Spreadsheets, Bid Bond, Trench Safety Affidavit, Current Certificate of Insurance, W-9 form, Drug Free Workplace Form and the Checklist onto Demandstar by the due date and time.

G. Upload and submit a copy of your license for this type of construction 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.

8. **BID SECURITY BOND:** All Bids 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 scanned and uploaded at the time of the submittal then mailed to the City immediately after the opening. Thus showing evidence that a Bid Bond was obtained. The Bid Bond (or other form of security) **MUST** be received within **three (3) business days** after the opening for their bid to be considered even if they are not the apparent low bidder.

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

9. **AVAILABILITY OF FUNDS:** The obligations of the City under this Contract are subject to the availability of funds lawfully appropriated for this project by the City of Port St. Lucie.

10. **DISQUALIFICATIONS:** The City may disqualify any Bidder(s) and reject the Bidder's proposal or proposals for any of the following reasons:

A. The submission of more than one proposal for the same work from an individual firm, or corporation under the same or a different name.

B. Evidence that one Bidder(s) has a financial interest in the firm of another Bidder(s) for the same work.

C. Evidence of collusion among Bidders. The City will not recognize a participant in such collusion as a Bidder(s) for any future work of the City until the City reinstates such participant as a qualified Bidder(s).

D. Failure to qualify in accordance with the City of Port St. Lucie Specifications.

E. Uncompleted work on other projects that, in the judgment of the City, could hinder or prevent the prompt completion of the proposed work.

F. Failure to pay or satisfactorily settle all bills due for labor and material on other contracts in force at the time of advertisement for bids.

G. Default under a previous contract.

H. Employment of unauthorized aliens in violation of Section 27A (e) of the Immigration and Nationality Act.

I. Falsification on any form required by the City.

J. The submission of a proposal that was not issued by the City.

K. Failure to maintain insurance requirements throughout the life of the contract.

11. **PUBLIC OPENING OF E-BIDS:** E-Bids will be publicly read at the time and place set forth in the Invitation to E-Bid, or as modified by Addenda. The City reserves the right to extend the e-bid opening date when no responses or only one (1) response is received.

12. **PUBLIC ENTITY STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, 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.

13. **LICENSES AND PERMITS:** The successful Bidder(s) shall secure and pay for all construction related licenses, permits, and inspection fees, except those specifically waived in the Contract Documents. Inspection fees imposed by the City of Port St. Lucie are not applicable to this project.

14. **OSHA COMPLIANCE:** Successful Bidder(s) shall agree that the application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970.

15. **NON-DISCRIMINATION:** Successful Bidder's personnel are to be treated equally during employment without regard to race, color, religion, physical handicap, sex, age, or national origin.

16. AWARD OF CONTRACT: For the purpose of this award, each e-bid submitted shall be evaluated on the correct products of the estimated quantities shown on the E-Bid Reply Excel Spreadsheets, multiplied by their bid unit prices for the Total Bid.

The award of the Contract, if it is awarded, will be to the Bidder(s) whose qualifications indicate the award will be to the best interest of the City, and who's Bid(s) shall comply with the requirements of the Contract Documents. In no case will the award be made until all necessary investigations have been made into the responsibility of the best value Bidders, and the City is satisfied that the Bidders are qualified to do the Work and have the necessary organization, experience, capital, and equipment to carry out the provisions of the Contract to the satisfaction of the City within the time specified.

The City may reject any bid where an investigation of the available information indicates a Bidder(s) is not the most qualified to perform the obligation of the Contract. The City may require a Bidder(s) to furnish additional statements of qualifications. Some or all of the following criteria may be used to select the bid(s) that will provide the best value to the City:

A. Have sufficient financial resources to complete the project.

B. Can meet quoted delivery considering all other business commitments.

C. Has a satisfactory record of performance.

D. Has adequate staffing to fulfill requirements.

E. Has the necessary production, technical equipment and facilities (or ability to readily obtain them).

F. Has necessary organization experience, operational controls, and technical skills (or ability to readily obtain them).

G. The Bidder(s) is qualified and eligible to receive an award under applicable laws and regulations.

H. Has bid within a competitive price range in relation to the needed goods, services or construction.

I. The skill and experience demonstrated by the Bidder(s) in performing contracts of a similar nature.

J. The Bidder's past performance with City.

K. Has met all requirements of the solicitation (delivery, quality and price).

L. Has met bounds of commonality. Absolute conformity is not required, just substantial or material compliance.

M. Has met bid security requirements. Lack of security, where required, is a material nonconformity.

N. Price: The element of price is but one of the criteria elements.

O. Determine what bid provides the best value to the City.

P. City Ordinance Section 35.12 Local Preference will not apply.

Q. Award will be based on the Best Value offered from the three (3) different E-Bid Reply Excel Spreadsheets identified as Base Bid w/no Alternates - Schedule A, Base Bid w/Alternate #1 - Schedule B or Bid Alternate #2 - Schedule C. Each E-Bid Reply will be evaluated to determine which offers the Best Value to the City. Bidders **must** bid on all three (3) E-Bid Reply Excel Spreadsheets to be considered for award.

The award date is the date that City Council executed the motion to award the bid(s) regardless of the date the successful Bidder(s) 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. The start date of the Contract is defined within this Contract and may not be the same date as the award date.

Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between the E-Bid Reply Excel Spreadsheet, the E-Bid Reply Sheet #20120076 and the figure entered on the Demandstar web page will be resolved in favor of the E-Bid Reply Excel Spreadsheet.

17. **CONTRACT TIME:** The Contract Period is estimated at one hundred (100) calendar days for final completion. The successful Bidder(s) will be required to commence work under this contract within ten (10) calendar days after the date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the successful Bidder(s) agrees to provide work as authorized by the Project Supervisor until all work specified in the bid specifications has been rendered. Written requests shall be submitted to the Engineer and the City for consideration of extension of completion time due to weather, strikes, unavailable materials, or other similar causes over which the successful Bidder(s) has no control. Requests for time extension shall be submitted immediately but in no event more than two (2) weeks after occurrence of conditions, which, in the opinion of the successful Bidder(s), warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the successful Bidder(s) control.

18. **PAYMENT TERMS**: Payment terms are defined in the Contract Form. Please note the City has implemented a Purchasing Card Program. The successful Bidder(s) can take advantage of this program and in consideration receive payment within several days instead of the City's policy of net thirty (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 percent (0%) discount applies.

Bidder(s) are requested to state on the Bid Reply Sheet if they will honor the VISA Purchasing Card. In the event of failure on the part of the Bidder(s) to make this statement the City shall assume the purchase or Contract price shall be governed by the net thirty (30) days ARI. All invoices and correspondence related to the contract must contain the City's contract number and purchase order or Visa authorization number.

19. **PAYMENT & PERFORMANCE BONDS**: The Contractor shall furnish an acceptable Performance and Payment Bond complying with the statutory requirements set forth in Chapter 255.05, Florida Statutes, in the amount of one hundred percent (100%) of the Contract price. The City will execute the Contract, 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. 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 effect during the term of the Contract.

The Payment and Performance Bonds may be an alternate security as per FS 255.05 (7). In lieu of the bond the City will accept cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in part II of Chapter 625. The City will accept an Irrevocable Letter of Credit backed by a Certificate of Deposit. The City will be made beneficiary of the Irrevocable Letter of Credit and it will remain in effect for the entire length of the contract.

20. **LIQUIDATED DAMAGES:** Provisions for liquidated damages are set forth in the Contract.

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

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

22. **MODIFICATION AND WITHDRAWAL OF BIDS:** E-Bids may be modified or withdrawn prior to the due date and time. E-Bids are in a secure locked box that can only be accessed by the Bidder. Once the E-Bid is closed, the Bidder will no longer have access to the documents and cannot be modified or withdrawn.

23. **TIE BID STATEMENT:** In the case of identical tie E-Bids, in accordance with Section 287.078, Florida Statutes, and preference shall be given to businesses with drug-free workplace programs. Whenever two or more E-Bids, which are equal with respect to price, quality, and services received by the City for the procurement of commodities or contractual services, an E-Bid received from a business that certifies that it has implemented a drug free workplace program shall be given preference in the award process. If appropriate for the e-bid, preference shall also be given to the Bidder with the least contract completion time.

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

25. **PERMITS:** It is the responsibility of the successful Bidder(s) to procure the permits required from the appropriate jurisdictional agencies to construct the project contained within this E-Bid Document. Certain aspects of construction may not be allowed to occur until after these permits have been obtained. All permits, licenses and certificates of inspection issued in connection with the work shall be delivered to the Engineer or City with successful Bidder(s) application for final payment. All permit fees shall be included in the Contract amount and paid by the successful Bidder(s).

26. **INSURANCE REQUIREMENTS:** Bidder(s) are required to submit a copy of their current insurance certificates with the E-Bid Reply Sheet #20120076. Insurance requirements are in accordance with Master Contracts #20050079 and 20070052.

27. **W-9 TAXPAYER IDENTIFICATION FORM:** The successful Bidder(s) will be required to file a W-9 Taxpayer Identification Form with the City. This form must be submitted and received by the City's Finance Department before payment can be authorized.

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E-Bid Reply Sheet #20120076

Fairgreen Road Extension Construction Project

1. **COMPANY NAME**: _____

DIVISION OF: _____

PHYSICAL ADDRESS:

_____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

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

CONTACT PERSON: _____ E-MAIL: _____

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

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

_____
President

_____
Vice President

_____
Treasurer

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

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

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

Addendum Number	Date Issued

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

5. BID RESPONSE:

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

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

5.3 E-Bid Reply Excel Spreadsheet Total from Schedule "A" Line 29: $_____.
5.4 E-Bid Reply Excel Spreadsheet Total from Schedule "B" Line 37: $ _____.
5.5 E-Bid Reply Excel Spreadsheet Total from Schedule "C" Line 29: $ _____.

Reference Use Only- Use E-Bid Reply Excel Spreadsheet To Bid

Schedule "A"

Line Number	DESCRIPTION	QTY	UNITS
	Base Bid		
1	RCP 18"	198	LF
2	Type 'E' Inlet	2	EA
3	Underdrain System	410	LF
4	Remove Plug and connect to existing storm	1	EA
5	Modify Existing Inlet Top	5	EA
6	Core Existing Inlet Box for underdrain (each core)	4	EA
7	Clean Drainage Pipe	1,110	LF
8	Clean Drainage Structures	8	EA
9	Erosion Control Measures (Permitting, Install & Maintain Silt Fence, Turbidity Barriers, etc)	3,000	LF
10	Excavation	2,600	CY
11	Embankment	300	CY
12	12" Stabilized Subgrade LBR 40 (Type B Stabilization)	3,900	SY
13	8" Base LBR 100	3,000	SY
14	2" Type SP 12.5 Traffic C Asphalt	2,900	SY
15	Type "F" Curb	410	LF
16	Sod R/W & Swales	10,000	SY
17	Saw cut - Tie into Existing Road	1	LS
18	Sign Single Post(<12sf)	3	EA
19	6" Solid White (Thermoplastic Striping)	2,246	LF
20	6" Solid Yellow (Thermoplastic Striping)	2,221	LF
21	8" Solid White (Thermoplastic Striping)	135	LF
22	12" Solid White (Thermoplastic Striping)	145	LF
23	18" Solid White (Thermoplastic Striping)	80	LF

24	24" Solid White (Thermoplastic Striping)	161	LF
25	Reflective Pavement Markers	40	EA
26	Mobilization	1	LS
27	Clearing and Grubbing	1	LS
28	Maintenance of Traffic	1	LS

Schedule"B"

Line Number	DESCRIPTION	QTY	UNITS
	Base Bid		
1	RCP 18"	198	LF
2	Type 'E' Inlet	2	EA
3	Underdrain System	410	LF
4	Remove Plug and connect to existing storm	1	EA
5	Modify Existing Inlet Top	5	EA
6	Core Existing Inlet Box for underdrain (each core)	4	EA
7	Clean Drainage Pipe	1,110	LF
8	Clean Drainage Structures	8	EA
9	Erosion Control Measures (Permitting, Install & Maintain)	3,000	LF
10	Excavation	2,600	CY
11	Embankment	300	CY
12	12" Stabilized Subgrade LBR 40 (Type B Stabilization)	3,900	SY
13	8" Base LBR 100	3,000	SY
14	2" Type SP 12.5 Traffic C Asphalt	2,900	SY
15	Type "F" Curb	410	LF
16	Sod R/W & Swales	10,000	SY
17	Saw cut - Tie into Existing Road	1	LS
18	Sign Single Post(<12 sf)	3	EA
19	6" Solid White (Thermoplastic Striping)	2,246	LF
20	6" Solid Yellow (Thermoplastic Striping)	2,221	LF
21	8" Solid White (Thermoplastic Striping)	135	LF
22	12" Solid White (Thermoplastic Striping)	145	LF
23	18" Solid White (Thermoplastic Striping)	80	LF
24	24" Solid White (Thermoplastic Striping)	161	LF
25	Reflective Pavement Markers	40	EA
26	Mobilization	1	LS
27	Clearing and Grubbing	1	LS
28	Maintenance of Traffic	1	LS
	Alternate 1 (Right Turn Lane)		
30	12" Stabilized Subgrade LBR 40 (Type B Stabilization)	153	SY
31	8" Base LBR 100	153	SY
32	2" Type SP 12.5 Traffic C Asphalt	153	SY

33	6" Solid White (Thermoplastic Striping)	100	LF
34	24" Solid White (Thermoplastic Striping)	12	LF
35	Right Turn Arrow (Themoplastic Marking)	1	EA
36	Reflective Pavement Markers	5	EA

Bid Alternate #2 - Schedule "C"

Line Number	DESCRIPTION	QTY	UNITS
1	RCP 18"	198	LF
2	Type 'E' Inlet	2	EA
3	Underdrain System	410	LF
4	Remove Plug and connect to existing storm	1	EA
5	Modify Existing Inlet Top	5	EA
6	Core Existing Inlet Box for underdrain (each core)	4	EA
7	Clean Drainage Pipe	1,110	LF
8	Clean Drainage Structures	8	EA
9	Erosion Control Measures (Permitting, Install & Maintain)	3,000	LF
10	Excavation	2,600	CY
11	Embankment	830	CY
12	8" Stabilized Subgrade LBR 40 (Type B Stabilization)	3,900	SY
13	6" Base LBR 100	3,000	SY
14	1" Type SP 9.5 Traffic C Asphalt	2,900	SY
15	Type "F" Curb	410	LF
16	Sod R/W & Swales	10,000	SY
17	Saw cut - Tie into Existing Road	1	LS
18	Sign Single Post(<12 sf)	3	EA
19	6" Solid White (Thermoplastic Striping)	2,246	LF
20	6" Solid Yellow (Thermoplastic Striping)	2,221	LF
21	8" Solid White (Thermoplastic Striping)	135	LF
22	12" Solid White (Thermoplastic Striping)	145	LF
23	18" Solid White (Thermoplastic Striping)	80	LF
24	24" Solid White (Thermoplastic Striping)	161	LF
25	Reflective Pavement Markers	40	EA
26	Mobilization	1	LS
27	Clearing and Grubbing	1	LS
28	Maintenance of Traffic	1	LS

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 warrantees 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. LIST OF SUBCONTRACTORS:

_____

_____

_____

(Add lines if necessary)

7. 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.

8. 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.

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

10. 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

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

_____ _____

Signature

Title

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

FORMS

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Name: Fairgreen Road Extension Construction Project

Project Location: Port St. Lucie, Florida

Project Number 20120076

Project Location: Fairgreen Road - See Plans

Instructions:

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

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

Certification

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

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

   _____ Dollars (Written) _____ (Figures)

3. The amount listed above has been included within the Base Bid.

   Certified: _____
   (Company-Contractor)

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

Sworn to and subscribed before me in _____ County, Florida on the ___ day of _____, 20____.

_____
NOTARY PUBLIC

FORMS

DRUG FREE WORKPLACE FORM

The undersigned Contractor in accordance with Florida Statutes, Section 287.087 hereby certifies that _____ does:

(name of business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed 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 states, for a violation occurring in the workplace no later than five 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.

_____
Contractor's Signature

_____
Date

FORMS

CITY OF PORT ST. LUCIE
CONTRACT #20120076

This CONTRACT, executed this ____ day of _____, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a Florida municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and *name of the 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 in accordance with Master Contract #20050079 & 20070052:

PROJECT SUPERVISOR

As used herein the Project Supervisor shall mean Clyde Cuffy, Engineering Department, may be reached at 772-871-7643.

NOTICES

City Project Supervisor: Clyde Cuffy
City of Port St. Lucie Engineering Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984
Telephone: 772-871-7643 Fax: 772-871-5289
Email: ccuffy@cityofpsl.com

City Contract Administrator: Robyn Holder, CPPB
City of Port St. Lucie Office of Management & Budget
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984
Telephone: 772-871-5223 Fax: 772-871-7337
Email: rholder@cityofpsl.com

Contractor: _____

SECTION I
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work which the Contractor has agreed to perform pursuant to the E-Bid Specifications, all Addenda, Attachments A - C and all associated permits are made a part of this Contract for the Fairgreen Road Extension Construction Project entitled E-Bid #20120076.

SECTION II
TIME OF PERFORMANCE

The Contract Period start date will be _____ and will terminate one hundred (100) calendar days later for final completion on _____. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Supervisor until all work specified in the bid specifications has been rendered and completed to the full satisfaction of the City.

Written requests shall be submitted to the Engineer and the City for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels he has no control. Requests for time extensions shall be submitted within two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

SECTION III
COMPENSATION

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

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

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

Acceptance and Final Payment - Upon receipt of written notice that the work is ready for final inspection and acceptance, the City will promptly make such inspection. When City finds the work acceptable under the terms of the Contract and the Contract 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 will be assessed against the Contractor at that time.

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 tenth (10th) day of each month, and payments shall be made net thirty (30) days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments 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 the 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 arising out of the contract or receipts in full in lieu thereof, and an affidavit on his 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 and/or Visa Authorization number.

SECTION IV
CONFORMANCE WITH BID

It is understood that the materials and/or work required under this Contract are in accordance with the e-bid made by the Contractor pursuant to the Invitation to E-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 e-bid, and all documents promulgated by the City for inviting e-bids are, by reference, made a part hereof as set forth in full herein.

SECTION V
INDEMNIFICATION / INSURANCE / BONDS

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

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents, and Contract #20120076 for the Fairgreen Road Extension Construction Project shall be listed as additionally insured"**. The policy shall be endorsed to grant the City of Port St. Lucie thirty (30) days notice of 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 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."

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

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

The Payment and Performance Bonds may be an alternate security as per FS 255.05 (7). In lieu of the bond the City will accept cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in part II of Chapter 625. The City will also accept an Irrevocable Letter of Credit backed by a Certificate of Deposit. The City will be made beneficiary of the Irrevocable Letter of Credit and it will remain in effect for the entire length of the contract.

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.

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

SECTION VI
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

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

SECTION VII
WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. All changes will be authorized by a written change order signed by the City Manager or his designee as representing the City. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive unless a court of competent jurisdiction determines otherwise.

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 this 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.

SECTION IX
CLEANING UP

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

SECTION X
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.

SECTION XI
NOTICE OF PERFORMANCE

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

SECTION XII
INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required material have been delivered or the required work was performed in accordance with the terms and conditions of the Contract Documents, the Project Supervisor shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with the terms and conditions of the Contract Documents and that the material and work is entirely satisfactory, the Project Supervisor shall approve the invoice when it is received. Thereafter, the Contractor shall be entitled to payment, as described in Section III. If the Project Supervisor is not satisfied with what is revealed by the inspection, he/she shall as promptly as practicable inform the parties hereto of the specific items or matters that must be addressed. The 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 Supervisor. Upon failure of the Contractor to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five (5) days written notice to the Contractor, the City may, without prejudice to any other remedy he may have, correct such deficiencies. The Contractor shall be charged all costs incurred to correct deficiencies. Such examination, inspection, or tests made by the Project Supervisor, at any time, shall not relieve Contractor of his responsibility to remedy any deviation, deficiency, or defect.

SECTION XIII
ADDITIONAL REQUIREMENTS

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

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

SECTION XIV
LICENSING

The Contractor warrants that he/she possess all licenses and certificates necessary to perform the required work and is not in violation of any laws. Contractor warrants that his/her license(s) and certificates are current and will be maintained throughout the duration of this Contract.

SECTION XV
SAFETY PRECAUTIONS

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

SECTION XVI
ASSIGNMENT

The Contractor shall not delegate, assign or subcontract any part of the work under this Contract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title of interest therein or his obligations there under, or monies due or to become due under this Contract, without prior written consent of the City. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the

instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this Contract. Any assignment of the Contract shall in no way affect any provisions of Specifications or the Contract Documents.

SECTION XVII
TERMINATION, DELAYS, INCENTIVES AND LIQUIDATED DAMAGES

A. Termination of Contract for Breach. 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 continue performing the tasks required under the Contract. 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 costs and expenses incurred by the City in its completion of the work. The City may also, in the event of such termination, obtain undelivered materials, by contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional costs and expenses incurred for such delivery of materials. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time frame described 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 **three hundred eighty eight ($388.00) dollars** as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the total amount due as liquidated damages for any delay.

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 limited 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, in the City's sole discretion, the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

D. Termination of Contract. 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 the terms of 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 are suspected to be defective, improperly applied, and/or not in compliance with the Contract Specifications. Expenditures as defined herein shall include, but not be limited to, the replacement value of materials destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies provided in the Contract.

SECTION XX
OWNER-FURNISHED PRODUCTS

The City may pre-purchase various materials as deemed beneficial to the City on behalf of the Contractor for use on the project. The Contractor is responsible for arranging delivery to the site. The Contractor shall be responsible for ordering the materials and all appurtenances needed for the project even though purchase is through the City. The Contractor will request the material; sign for material delivered and will be responsible for the acceptance, storage, handling, security and protection from damage or theft of the material from the time of delivery. The Contractor is responsible for any and all restocking fees of material that they have ordered.

SECTION XXI
APPROPRIATION APPROVAL

The Contractor acknowledges that the City of Port St. 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 XXII
RENEWAL OPTION

Not applicable to this Contract

SECTION XXIV
ENTIRE AGREEMENT

The written terms and provisions of this Contract shall supersede and take precedence over any and all prior written or oral statements of any official or other representative of the City. Any such statements shall be of no force or effect not 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 (name of successful bidder)

State of:_____ County of:_____

Before me personally appeared: _____
(please print)

Please check one:

Personally known _____

Produced Identification: _____ Identification No. _____
(type of identification)

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)

SEALED E-BID #20120076

Fairgreen Road Extension Construction Project

Name of Bidder:_____

This checklist is provided to assist bidders in the preparation of their e-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 e-bid response fully compliant. This checklist is only a guideline -- it is the responsibility of each Bidder to read and comply with the Invitation to E-Bid in its entirety.

_____ Drug-Free Workplace Form uploaded to Demandstar

_____ Trench Safety Act Form uploaded to Demandstar

_____ 5% Bid Bond (or other form of security) uploaded to Demandstar (the original **MUST** be received within 3 business days after the opening)

_____ E-Bid Reply Sheet #20120076 uploaded to Demandstar

_____ All three (3) E-Bid Reply Excel Spreadsheets (Schedules A, B & C) uploaded to Demandstar

_____ All pricing has been mathematically reviewed and all corrections have been initialed.

_____ All price totals have been thoroughly checked.

_____ Each E-Bid Addendum (when issued) is acknowledged.

_____ Copy of Insurance Certificate in accordance with Section V of the Contract Form uploaded to Demandstar

_____ Copy of License uploaded to Demandstar

_____ W-9 form uploaded to Demandstar

_____ Reviewed the Contract and accept all City Terms and Conditions

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

ATTACHMENT A

Technical Specification for

City of Port St. Lucie
Fairgreen Road Extension Construction Project

(62 Pages follow as a separate attachment)

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ATTACHMENT B

Construction Drawing

City of Port St. Lucie
Fairgreen Road Extension Construction Project

Prepared by CAPTEC Engineering, Inc. dated June 25, 2012

(8 Pages follow as a separate attachment)

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ATTACHMENT C

Roadway Soil Survey

City of Port St. Lucie
Fairgreen Road Extension Construction Project

Prepared by Ardaman & Associates, Inc. dated June 5, 2012

(22 pages follow as a separate attachment)

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Attachment A

Technical Specifications

FAIRGREEN ROAD EXTENSION
CONSTRUCTION PROJECT

Sealed Electronic Bid # 20120076
(E-Bid)

TABLE OF CONTENTS

GENERAL REQUIREMENTS

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

ARTICLE 1
DEFINITION OF TERMS

1.1 GENERAL

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

1.2 ACT OF GOD

The words "Act of God" means an earthquake, flood, tropical storm, 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 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.

1.6 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.

1.7 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.

1.8 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.

1.9 CONTRACT DOCUMENTS

The CONTRACTOR's proposal, plans, general conditions, specifications, Sealed Formal Quote to Contractors, 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.

1.10 PROJECT SUPERVISOR

The Project Supervisor is the City of Port St. Lucie Engineering Department representative as identified in the Special Conditions.

1.11 CONTRACTOR

The word "CONTRACTOR" shall mean an individual, firm, partnership, or corporation, and his, their or its heirs, executors, administrators, successors and assigns or the lawful agent of any such individual, firm, partnership, covenanter or corporation, or his, their or its surety under any contract bond, constituting one of the principals to the Contract and undertaking to perform the work herein specified. Where any pronoun is used as referring to the word "CONTRACTOR", it shall mean the CONTRACTOR as defined herein.

1.12 DEPARTMENT (FDOT)

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

1.13 DIRECTED, ORDERED, APPROVED & ETC.

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

1.14 ENGINEER

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

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

1.15 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.

1.16 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.

1.17 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.

1.18 LABORATORY

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

1.19 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.

1.20 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 and the CITY shall be considered as part of the Contract Documents.

1.21 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.

1.22 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.

1.23 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.

1.24 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.

1.25 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.

1.26 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.

1.27 UNIT PRICE WORK

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

1.28 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.

1.29 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.

1.30 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 provided by the CONTRACTOR.

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.

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ARTICLE 2
PLANS, SPECIFICATIONS AND RELATED DATA

2.1 INTENT OF PLANS AND SPECIFICATIONS

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

The technical specifications contained in 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 construction, inspections, certifications, and considerations for the construction of the utility portion of this contract to be in strict conformance with the City of Port St Lucie Utilities Systems Department's Utility Standards Manual, 2011 Edition (effective 10/1/2011). Said specifications are provided on the City of Port Saint Lucie Website, www.cityofpsl.com.

2.2 CONFLICT

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

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

A. Amendment

B. Special Provisions/Conditions

C. Plans/Construction Drawings

D. Supplemental Specifications

E. 2010 FDOT Standard Specifications for Road and Bridge Construction.

2.3 DISCREPANCIES IN PLANS

Any discrepancies found between the Plans and Specifications and site conditions or any errors or omissions in the Plans or Specifications shall be immediately reported to the ENGINEER and CITY

in writing in the form of an official Request for Information (RFI). The ENGINEER shall promptly correct such error or omission in writing. Any work done by the CONTRACTOR after his discovery of such discrepancies, errors or omissions shall be done at the CONTRACTOR's risk.

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

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

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

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

2.4 DRAWINGS AND SPECIFICATIONS AT JOB SITE

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

2.5 DIMENSIONS

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

2.6 SAMPLING AND TESTING

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

Provisions of this Article supersede the requirements of Division II, Section 105 of the Florida Department of Transportation Standard Specifications which are 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 Plans and Specifications or ENGINEER's instructions. Deviations from the Plans and Specifications shall be called to the attention of the ENGINEER and CITY at the time of the first submission of shop drawings and other drawings. The ENGINEER's review and approval of any shop drawings shall not release the CONTRACTOR from responsibility for errors, corrections of details, or conformance with the Contract. Shop drawings shall include the following items as appropriate:

DEFINITIONS FOR THIS SECTION 2.7:

1. 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.

2. Permanent Works. All the permanent structures and parts thereof required of the completed Contract.

3. 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.

4. 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.

5. 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.

6. 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.

7. Scaffolding is an elevated work platform used to support workmen, materials and equipment, but not intended to support the structure.

8. Shoring is a component of falsework such as horizontal, vertical or inclined support members. In this item, this term is interchangeable with falsework.

9. CONTRACTOR Originated Designs. Items which the Contract Documents require the CONTRACTOR to design detail and incorporate into the permanent works.

Shop Drawings shall be submitted according to the following schedule:

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

B. CONTRACTOR Responsibility for accuracy and Coordination of Shop Drawings: CONTRACTOR shall 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.

C. CONTRACTOR shall 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 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.

D. CONTRACTOR shall schedule the submission of shop drawings to allow for a three (3) week review period. The review period commences upon the ENGINEER'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.

E. CONTRACTOR shall 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. The CONTRACTOR is encouraged to submit shop drawings electronically when permitted by the ENGINEER to expedite the review process. The CONTRACTOR shall verify with the ENGINEER if electronic submittals of specific shop drawings is permitted.

F. 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 for review and consideration. 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 the CONTRACTOR.

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

b) 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.

c) 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.

d) 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.

a) 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.

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

c) 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.

d) 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.

e) 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.

f) 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.

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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 and the CITY 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.

CONTRACTOR Shall 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, CONTRACTOR shall 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. CONTRACTOR shall 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: CONTRACTOR shall not suspend operations or remove equipment or materials necessary for completing the work without obtaining the ENGINEER's and the CITY's written permission. CONTRACTOR shall 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 and the CITY, 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. Contract time will be adjusted in accordance with FDOT Standard Specification 8-7.3.2. The CONTRACTOR is not entitled to any additional compensation beyond any allowed contract time adjustment for suspension of operations during such holiday periods.

During such suspensions, CONTRACTOR shall 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 and the CITY. 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

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

3.6 EXAMINATION OF COMPLETED WORK

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

CONTRACTOR shall not perform work or furnish materials without obtaining inspection by the ENGINEER or his representative. CONTRACTOR shall 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 requests, at any time before final acceptance of the work, CONTRACTOR shall remove or uncover such portions of the finished work as directed. After examination, CONTRACTOR shall restore the uncovered portions of the work to the standard required by the contract documents. If the CITY or ENGINEER determines that the work so exposed or examined is unacceptable, CONTRACTOR shall perform the uncovering or removal, and the replacing of the covering or making good of the parts removed, at no expense to the CITY. 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 of the General Requirements.

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 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 proper insurance.

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 Section 3.9, the CITY will have full power and authority, without violating the contract, to immediately take the prosecution of the work out of the hands of the CONTRACTOR and to declare the CONTRACTOR in default.

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

Notwithstanding the above, the CITY shall have the right to declare the CONTRACTOR (or its "affiliate") in default and immediately terminate this contract, without any prior notice to the CONTRACTOR, in the event the CONTRACTOR (or its "affiliate") is at any time "convicted" of a "contract crime," as these terms are defined in Section 337.165(a), Florida Statutes. The CITY's right to default the CONTRACTOR (or its "affiliate") for "conviction" of a "contract crime" shall extend to and is expressly applicable to any and all CITY contracts that were either advertised for quote; 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 will 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 and the CITY 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 and the CITY.

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 forty eight (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 twenty four (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.

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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 City of Port St Lucie Utilities Systems Department's Utility Standards Latest Edition, the Florida Department of Environmental Protection requirements, and the Florida Department of Transportation "Standard Specifications for Road and Bridge Construction Specifications 2010 Edition, the "Design Standards 2012/13Edition", FDOT updates and Interim Standards, these Contract Documents, and all applicable FDOT standards, manuals, and procedures.

4.2 CONTRACTOR SHALL COMPLY WITH THE FOLLOWING REQUIREMENTS

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 and the CITY.

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.

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.

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 base 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.

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 devises, 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.

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 project 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 or the CITY 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 the 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 materials provided by and paid for by the CONTRACTOR 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 when Ownership is specifically conveyed to the CITY. These provisions shall not be construed as relieving the CONTRACTOR from the sole responsibility for all materials and work for which payments have been made, for the restoration of damaged work, or as a waiver of right of the CITY to require the fulfillment of all the terms of the Contract.

4.11 GUARANTEE

The CONTRACTOR shall warrant all equipment and materials furnished and work performed by him for a period of one (1) year from the date of final written acceptance of the work by CITY.

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.

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

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

5.3 PROTECTION OF PERSONS AND PROPERTY

A. Safety Precautions and Programs

1. The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work in accordance with the U.S. Department of Labor Occupational Safety and Health Act and the laws of the State of Florida.

2. This Contract requires that the CONTRACTOR and any and all subcontractors hired by the CONTRACTOR comply with all relevant standards of the Occupational

Safety and Health Act. Failure to comply with the Act constitutes a failure to perform.

3. The CONTRACTOR agrees to reimburse the CITY for any fines and/or court costs arising from penalties charged to the CITY for violations of OSHA committed by the CONTRACTOR or any and all Subcontractors.

B. Safety of Persons and Property

1. The CONTRACTOR shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to all employees on the work and all other persons who may be affected thereby; all the work materials and equipment to be incorporated therein, whether in storage on or off the project site, under the care, custody or control of the CONTRACTOR or any of his Subcontractors; and other property on the project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

2. The CONTRACTOR shall be held fully responsible for such safety and protection until final written acceptance of the work.

3. The CONTRACTOR shall at all times so conduct his work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property in a manner satisfactory to the CITY. No road or street shall be closed to the public except with the permission of the CITY and proper governmental authority.

C. Fire hydrants on or adjacent to the work shall be kept accessible to fire fighting equipment at all times. Temporary provisions shall be made by the CONTRACTOR to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, swale liners, and irrigation ditches, which shall not be obstructed except as approved by the CITY. The CONTRACTOR shall comply with 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 his employees and those of his Subcontractors as may be necessary to comply with the requirements and regulations of the local and state departments of health and as directed by the ENGINEER or CITY, and shall follow the progression of the work effort. Following the period of necessity for such accommodations, they and all evidence affixed thereto shall be removed.

5.6 WARNING SIGNS AND BARRICADES

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

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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 and the Payment and Performance Bonds 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 ten (10) calendar days after the execution of the Construction Contract and shall be updated and resubmitted to the ENGINEER by the twenty-fifth (25th) day of every month with the CONTRACTOR's pay request. The ENGINEER shall submit the approved pay request to the CITY by the tenth (10th) day of each month. 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 and CITY. 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 the 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 approved by the CITY and in all cases will be added at the end of the contract date, in the event the time becomes necessary for use. The CITY may grant an extension of Contract Time when a controlling item of work is delayed by factors not reasonably anticipated or foreseeable at the time of proposal. The CITY may allow such extension of time only for delays occurring during the Contract Time period or authorized extension of the Contract Time period. When failure by the CITY to fulfill an obligation under the Contract results in delays to the controlling items of work, the CITY will consider such delays as a basis for granting a time extension to the Contract.

Whenever the ENGINEER suspends the CONTRACTOR's operations, as provided in Section 3.3, for reasons other than the fault of the CONTRACTOR, the Engineer will grant a time extension for any delay to a controlling item of work due to such suspension. The CITY will not grant time extensions to the CONTRACT for delays due to the fault or negligence of the CONTRACTOR.

The CITY does not include an allowance for delays caused by the effects of inclement weather or suspension of CONTRACTOR's operations due to holidays as defined in Section 3.3 in establishing Contract Time. The ENGINEER will continually monitor the effects of weather and, when found justified, grant time extensions and in all cases will be added at the end of the contract date, in the event the time becomes necessary for use. The Engineer will not require the CONTRACTOR to submit a request for additional time due to the effects of weather.

The CITY will determine and grant time extensions for delays caused by the effects of rains or other inclement weather conditions, related adverse soil conditions or suspension of operations due to holidays not originally anticipated at the time of bidding that prevent the CONTRACTOR from productively performing controlling items of work resulting in the following and in all cases will be added at the end of the contract date:

(1) The CONTRACTOR being unable to work at least fifty percent (50%) of the normal work day on pre-determined controlling work items due to adverse weather conditions, holiday suspension; or

(2) The CONTRACTOR must make major repairs to work damaged by weather, provided that the damage is not attributable to the CONTRACTOR's failure to perform or neglect; and provided that the CONTRACTOR was unable to work at least fifty percent (50%) of the normal workday on pre-determined controlling work items.

No additional compensation will be made for delays caused by the effects of inclement weather.

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 ten (10) calendar days after the execution of the contract by the CITY or at the preconstruction conference, whichever is earlier, submit to the ENGINEER a work progress schedule for the project. The ENGINEER will review and respond to the CONTRACTOR within fifteen (15) calendar days of receipt.

6.10 PROVISIONS FOR CONVENIENCE OF PUBLIC

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

6.11 PRECONSTRUCTION CONFERENCE

Immediately after awarding the contract but before the CONTRACTOR begins work, the CITY will call a preconstruction conference at a place the CITY designates to go over the construction aspects of the project. Attend this meeting, along with the CITY and the various utility companies that will be involved with the road construction.

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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 authorize dimensions within the specified tolerances, the ENGINEER, at the CITY's discretion will: require the CONTRACTOR to reconstruct the work to acceptable tolerances at no additional cost to the CITY. 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 one hundred dollars ($100), except that for earthwork items, the aggregate change must exceed five thousand dollars ($5,000) or five percent (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 tenth (10th) day 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. Partial Release of Liens from all subcontractors and materials installed will be submitted with each pay request.

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. NET 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.

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/CITY 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 Section 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 Section 4.6 of the General Requirements shall be paid for by the CONTRACTOR net thirty (30) days after written notice is given by the ENGINEER/CITY. 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. 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 approved 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 CITY) 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.

7.18 ACCEPTANCE AND FINAL PAYMENT

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

Maintenance until Acceptance. Maintain all work until the ENGINEER has given final acceptance in accordance with 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 (7) 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 discretion, with the CITY's approval, the ENGINEER may accept any portion of the work under the provisions of FDOT Standard Specification Section 5-10.2.

Final Acceptance. When, upon completion of the final construction inspection of the entire project, the ENGINEER and the CITY 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 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.

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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, certified mail or email 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

Traffic control devices shall conform to the governing sections of the FDOT Specifications. Construction access to adjacent parcels must be maintained at all times.

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 Maintenance of Traffic (MOT). Plans shall be included in the appropriate pay item for MOT.

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. The CONTRACTOR is required to meet all NPDES requirements.

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
ROADWAY, PAVEMENT MARKINGS, GRASSING

PARAGRAPH	DESCRIPTION
1	Standard Specifications
2	Scope of Work
3	Measurement and Basis of Payment
4	Utilities
5	Borrow and Waste
6	Testing
7	Construction Layout
8	Maintenance of Traffic
9	Water Resources
10	Fish and Wildlife Resources
11	Erosion and Sediment Control Measures
12	Environmental Protection
13	Clearing and Grubbing
14	Control and Disposal of Waste
15	Dust Control
16	Excavation
17	Excavation and Dewatering
18	Stabilization
19	Base Course
20	Hot Bituminous Mixtures Plant, Methods and Equipment

PARAGRAPH	DESCRIPTION
21	Inlets and Manholes
22	Pipe Culverts
23	Sodding
24	Reflective Pavement Markers
25	Painting Traffic Stripes and Markings
26	Thermoplastic Traffic Stripes and Markings
27	Thermoplastic Markings and Paint
28	Project Schedule
29	Single Post Signs

Special Conditions
1) City Furnished Items
2) Survey Control
3) Matching of the Existing Pavement
4) Field Office
5) Construction Items in the Bid Form
6) Existing Signs
7) Project Supervisor
8) Design Engineer
9) Engineer
10) Project Progress Meeting
11) Coordination with Signal Contractor
12) Sequence of Construction
13) Stormwater Pipe Inspections
14) Retests and Standby Time for Soils Testing Company
15) Geotechnical Report
16) Excavated Material
17) Permits

1 **STANDARD SPECIFICATIONS**: All work shall conform to the "Florida Department of Transportation Standard Specifications for Road and Bridge Construction" (2010 Edition) and all supplementary specifications issued by the department, 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 (2012/13 Edition) and Interims.

2 **SCOPE OF WORK**: Shall be as shown on the Roadway Construction Plans and Signing and Striping Plans. The Scope of Work under this contract shall also include coordination between this CONTRACTOR and the CITY and any of its contractors throughout the duration of construction to complete all the items included in the construction plans.

3 **MEASUREMENT AND BASIS OF PAYMENT**: Measurement of quantities for progress payments shall be made by the CONTRACTOR. Such measurements are subject to the ENGINEER's review and correction.

Measurements for progress payments shall be made on in-place quantities. 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.

No item will be accepted for progress payment until all required testing has been successfully completed.

Measurements for progress payment shall be in accordance with Standard Specifications unless otherwise noted.

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 design 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.

The Utility owners within the limits of this project have been identified as FPL, AT&T, Hometown Cable, Florida City Gas, Comcast, and Port St. Lucie Utilities. It is likely that the private utilities will not have all their utilities relocated prior to construction. It is the responsibility of the CONTRACTOR to coordinate with the utility owners in order to prioritize relocations and prevent delays in construction.

5 **BORROW & WASTE**: Any borrow needed shall be provided by the CONTRACTOR at no additional expense to the CITY. Any waste material shall be disposed of by the CONTRACTOR and shall be included in the cost of excavation.

6 **TESTING**:

Description: 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. The CONTRACTOR shall forward signed and sealed test reports to the ENGINEER. Test reports shall include the following data:

1. Project Name and No.
2. ENGINEER's Name
3. CITY's Name
4. CONTRACTOR's Name
5. Date of Sampling
6. Technician Sampling
7. Date of Testing
8. Technician Testing
9. Test Results
10. Specification Requirements
11. Whether or not test meets specification requirements
12. 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 contacting 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 filed technician, time in excess of 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.

7 **CONSTRUCTION LAYOUT**:

Description: Construction layout for horizontal and vertical control shall be performed by the CONTRACTOR. Grade stakes for pavement construction shall be set no farther apart than fifty (50) feet O.C. Horizontal and vertical control points are shown on the plans.

Record Drawings: 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. CONTRACTOR shall provide ENGINEER and CITY one (1) digital file in AutoCAD format of the As-Built drawings for the entire project as well as six sets of prints signed and sealed by a licensed surveyor and one set of mylars. The ENGINEER will provide a CADD drawing in AutoCAD as a basis for the record drawings. The As-Built drawings are to be delivered by the CONTRACTOR to the ENGINEER within thirty (30) days of Final Completion. This is critical for the certification of the facilities to the CITY and various regulatory agencies. Final payment shall not be made until As-Built drawings have been received and approved by the CITY.

8 **MAINTENANCE OF TRAFFIC**

Maintenance of traffic shall be lump sum and shall include all items necessary to conform to the latest FDOT Specifications, FDOT Design Standard Indices Drawings and Manual on Uniform Traffic Control Devices, except as may be paid for as a separate pay item as shown in contract documents. This item shall also include all costs for temporary signing and pavement markings (paint), barricades, arrow boards, cones, crossing guards, off-duty policemen, flagmen, flags, temporary pavement, temporary sidewalks, detours, adjacent property access, driveway connections and maintenance of existing and temporary pavements, access, bicycle paths, sidewalks, driveway connections and adjacent property access and obliteration of conflicting markings. "Blacking-out" with paint will not be allowed.

The CONTRACTOR shall prepare a Maintenance of Traffic (MOT) plan for review and approval by the CITY and ENGINEER. Work may not begin until the CITY has approved the MOT plan.

The CONTRACTOR shall coordinate any street closings or detours necessary for the maintenance of traffic with the City of Port St. Lucie. Fairgreen Road shall remain closed until the roadway construction is completed and accepted by the CITY and the proposed traffic signal at the intersection of Fairgreen Road and Crosstown Parkway is complete and operational. The CONTRACTOR shall coordinate activities of the signal contractor with this work. All costs associated with this coordination will be included in the cost of Maintenance of Traffic (MOT).

FDOT Standard Specification Section 102-2.1 Maintenance of Devices and Barriers will be enforced on this project. In addition, devices which are brought onto the project which are not in conformity to the aforementioned standards, or are damaged or defaced, will be rejected by the Engineer and shall be replaced by the Contractor at no additional cost to the City.

The CONTRACTOR is to provide a Traffic Control Plan for approval by the ENGINEER and the CITY.

Approval from all respective agencies and/or authorities as approved in the Contract Documents will be the sole responsibility of the CONTRACTOR.

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

9 **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 dredging, all dredging shall cease until the condition is corrected, at no additional cost to the CITY.

Turbidity: 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.

Water Quality Measurements: 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, to assure 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.

Disposal: 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.

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

10 **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.

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

11 **EROSION AND SEDIMENT CONTROL MEASURES**:

In addition to the requirements of Section 104 of the FDOT Standard Specifications, the CONTRACTOR shall be responsible for the following items:

Reduction of Exposure of Unprotected Erosive Soils: Earthwork brought to final grade shall immediately be finished as indicated and specified. All earthwork 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.

Temporary Protection of Erosive Soils: Such methods as may be necessary shall be utilized on areas to effectively prevent erosion and control sedimentation.

Turbidity Control: The CONTRACTOR shall employ adequate silt containment equipment and/or procedures during construction activities to control turbidity within the limits required by local, State or Federal law and/or permit requirements.

Method of Measure and Basis of Payment: When separate items for Temporary Erosion control are included in this Contract, the quantities to be paid under this Section 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 Contact, 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.

NPDES Permit: The contractor shall obtain a NPDES permit for the project. The costs associated with preparing the application shall be incidental to the construction.

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

The CONTRACTOR shall provide and maintain environmental protection during the term of the Contract. Environmental protection measures shall be provided to control pollution that develops during normal dredging and/or excavation practices. The CONTRACTOR's operations shall comply with all Federal, State, and Local

regulations pertaining to water, air, solid waste and noise pollution. Compliance with the provisions of this Section by subcontractors shall be the responsibility of the CONTRACTOR.

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

13 CLEARING AND GRUBBING

Description: The work specified in this section consists of clearing and grubbing as defined under Section 110 of the FDOT Standard Specifications. Also included in the work under this Section is certain other miscellaneous work necessary for the complete preparation of the project site as follows:

The removal and disposal of existing inlet tops

The removal and disposal of materials and debris resulting from clearing and grubbing operations.

The construction site shall be cleared as required and all areas upon which utility piping, structures, concrete slabs, foundations or pavement is to be placed shall be cleared and grubbed. This includes clearing all areas required to construct improvements as shown in the construction plans.

The CONTRACTOR is expected to visit the site of the work and determine for himself the extent of clearing and grubbing necessary for his construction operations.

Standard Clearing and Grubbing. Work under this item will be done in accordance with Sub-Sections 110-2 of the FDOT Standard Specifications. This work also includes the removal of existing pavement and all other related items shown in the construction plans.

Removal of Existing Structures. Work under this item will be done in accordance with Sub-Sections 110-6 of the FDOT Standard Specifications. This work also includes the removal of existing culvert pipes, stormwater inlets, flexible pavement, and concrete headwalls as shown in the construction plans.

Removal of Debris. All materials and debris resulting from clearing, or clearing and grubbing, operations shall be removed from the site and disposed of in an approved manner. This shall be incidental to the unit price for Standard Clearing and Grubbing.

Disposal of Materials. Disposal of all materials removed during the clearing & grubbing operations of this project shall be done in accordance with Section 110-9 of the FDOT Standard Specifications and shall abide by all Local, State, and Federal regulations.

Method of Measurement and Basis of Payment. All items included in this section shall be included in the Lump Sum price for CLEARING & GRUBBING.

When other clearing and grubbing items are needed, but no provision has been made for separate items in this Contact, 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.

14 **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 sights of temporary construction and activities incidental to construction of the required permanent work in place shall be obliterated.

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

15 **DUST CONTROL**: Dust shall be kept down at all times, including non-working hours, weekends and holidays. Soil at the site and other areas disturbed by the CONTRACTOR's operations shall be sprinkled or treated with dust suppressor as necessary to control dust. Blowing will be permitted only for cleaning off non-particulate debris, such as reinforcing bars. No sandblasting will be permitted unless the dust therefrom is confined, except in areas approved by the CITY.

16 **EXCAVATION**: Excavation consists of all materials, equipment and labor to perform excavation as defined in Section 120 of the Standard Specifications. In addition, the work covered under this section consists of excavating, removing and satisfactorily disposing of, all materials of whatever nature, within the limits of construction. This work also includes the hauling, stockpiling, and maintenance of all excavated material as directed by the CITY. Included in this section is all excavation and finishing necessary for the construction, preparation and completion of all sub-bases, shoulders, ditches, slopes and intersections, all in accordance with the required alignment, grade and cross sections shown on the drawings or as directed by the ENGINEER.

The CONTRACTOR shall perform all excavation necessary to accomplish the construction indicated on the plans.

The CONTRACTOR shall do all shoring necessary to perform and protect the excavation and, as necessary, for the safety of the workers and any existing facilities. Wherever excavations are made below the grades indicated on the plans, firm material shall be used to restore the area to the proper grade and shall be compacted in accordance with these specifications. All excavation and embankment work shall conform to the Trench Safety Act Chapter 90-96 Laws of Florida. All Trench Safety requirements shall be incidental to the cost of excavation.

The CONTRACTOR shall provide adequate equipment for the removal of storm or subsurface waters that may accumulate in the excavated areas. If subsurface water is encountered, the CONTRACTOR shall utilize approved means in compliance with the SFWMD dewatering permit to adequately dewater the excavation so that it will be dry for working and pipe laying. A well point system or other approved dewatering method shall be utilized if necessary to maintain the excavation in a dry condition for preparation of the trench bottom and for pipe laying.

All existing improvements such as pavements, conduits, poles, pipes and other structures shall be carefully supported and fully protected from injury and, in case of damage, they shall be restored without compensation. Existing utilities and other underground obstructions are shown on the plans but the accuracy of the locations and depths is not guaranteed. The CONTRACTOR shall be responsible for damages to these existing utilities and shall, in case they are damaged, restore them to their original condition.

Unless specifically authorized by the ENGINEER, all pipe shall be laid in the dry, and the CONTRACTOR shall do such pumping as is required for proper execution of the work and to dispose of the water without damage or undue inconvenience of the work, the surrounding area, or the public. He shall not dam, divert or cause water to flow in excess in existing gutters, swales, pavements or other structures, and to this end may be required to conduct the water to a suitable place of discharge. Well point system or other approved equipment shall be used to maintain excavations in a dry condition for pipe laying.

Where muck, rock, clay or other material within the limits of construction is, in the opinion of the ENGINEER, unsuitable in its original position, the CONTRACTOR shall excavate such material and backfill the excavated area with suitable material, which shall be compacted and shaped to conform to the required section. This work shall be performed in accordance with FDOT Standard Index 500.

It is the intent of this specification that all pipe and other structures shall be provided with a stable foundation and that any material which by reason of kind or condition is not or cannot be made stable by drainage or compaction shall be removed or replaced. Therefore, any material encountered at the elevation shown on the drawings or specified for pipe that will not or cannot be improved to provide a stable foundation for the pipe shall be removed and replaced. All unstable material below the grade line of the pipe shall be removed for the full width of the trench and replaced with suitable selected material, compacted as specified elsewhere in these specifications. For the purpose of this specification, muck, peat and other highly organic soils shall be considered to be unstable materials. Also, any soil which is or might become wet to such a degree that its moisture content is equal to or greater than 90 percent of its liquid limit will have to be specifically approved by the ENGINEER with regard to stability or shall be considered to be an unstable material requiring removal and replacement.

All backfill material shall be clean and free of lumber, trash or other debris and shall be thoroughly compacted in layers not to exceed eight inches and brought to an elevation above the finished grade sufficient to allow for settlement. Prior to placing

backfill, the areas around structures upon which the backfill is to be placed shall be cleaned of all trash and debris of any nature. Any sheeting and bracing allowed to be left in place shall be cut off a minimum of 2.5 ft. below finished grade.

Finishing shall consist of the preparation, trimming and shaping to the lines and grades shown on the drawings, and all areas outside the paved areas in such a manner to receive grassing, sod or planting without additional work.

Areas to be compacted shall be moistened or dried and compacted by either rolling, tamping or any other method approved by the ENGINEER in order to obtain the desired density. The CONTRACTOR shall inspect all compacted areas prior to further construction operations to ensure that satisfactory compaction has been obtained.

All embankment, including backfill and embankment adjacent to structures, shall be compacted to a density of not less than 100 percent of the maximum density as determined by AASHTO T-99. If in the ENGINEER's opinion density tests are required, such tests shall be made as directed by the ENGINEER at the expense of the CITY. The CONTRACTOR shall instruct the testing laboratory to forward copies of all test reports to the ENGINEER.

These items include the cost for the CONTRACTOR to remove, transport, place, and maintain material as described in the contract documents. Payment for these items will be based on compacted volumes. Prior to CONTRACTOR shall cut cross sections of the existing ground or utilize the design topography data. Upon completion of construction, CONTRACTOR shall complete cross sections of the site. The difference between the pre and post construction sections will be used to calculate the excavation and embankment volumes.

Payment shall be made under: Excavation
Embankment

17 **EXCAVATION AND DEWATERING**: Excavation and Dewatering consists of all materials, equipment and labor to perform excavation as defined in Section 125 of the FDOT Standard Specifications, unless otherwise stated herein. It shall also include (1) the construction and removal of cofferdams, sheeting, bracing, etc.; (2) pumping or otherwise dewatering foundations, including rock for dewatering; (3) the removal and disposal of any existing structures or portions of structures not covered by other items in the contract, including foundations, abutments, piers, wings, obstructions, etc., found necessary to clear the site for the proposed work which are not otherwise covered under other bid items; (4) backfilling, disposing of surplus material and final cleaning, as may be necessary for the proper execution of the work.

The work for culverts shall conform to Paragraph 125-4.4 of the FDOT Standard Specifications.

The CONTRACTOR shall comply with all limiting conditions of the approved SFWMD dewatering permit. If the CONTRACTOR must deviate from the provisions of the permit, the CONTRACTOR is responsible for obtaining the proper permit modification prior to performing the proposed work requiring the modification.

The CONTRACTOR shall provide adequate equipment for the removal of storm or subsurface waters that may accumulate in the excavation. If subsurface water is encountered, the CONTRACTOR shall utilize suitable equipment to adequately dewater the excavation so that it will be dry for work and pipe laying. A well point system or other ENGINEER approved dewatering method shall be utilized, if necessary, to maintain the excavation in a dry condition for preparation of the trench bottom and for pipe laying.

Dewatering by trench pumping will not be permitted if migration of fine-grained natural material from bottom, side walls or bedding material will occur. In the event that satisfactory dewatering cannot be accomplished due to subsurface conditions or where dewatering could damage existing structures, the CONTRACTOR shall obtain the ENGINEER's approval of wet trench construction procedure before commencing construction. Dewatering shall cease in a manner to allow the subsurface water to slowly return to normal levels.

Water pumped from the trench or other excavation shall be disposed of in storm sewers having adequate capacity, canals or suitable disposal pits. CONTRACTOR is responsible for acquiring all permits required to discharge the water and shall protect waterways from turbidity during the dewatering operation. In areas where adequate disposal sites are not available, partially backfilled trenches may be used for water disposal only when the CONTRACTOR's plan for trench disposal is approved in writing by the engineer. The CONTRACTOR's plan shall include temporary culverts, barricades and other protective measures to prevent damage to property or injury to any person or persons. No flooding of streets, roadways, driveways or private property will be permitted. Engines driving dewatering pumps shall be equipped with residential type mufflers.

18 **STABILIZING**: The stabilization of roadway subgrade shall be in accordance with Section 160 of the FDOT Standard Specifications with exception to Section 160-7.2.1.2. All stabilization must provide a minimum LBR of 40 following installation. No tolerance is acceptable for this Contract.

19 **BASE COURSE**: The Base Courses specified for this project shall be in accordance with Sections 285 and 234 of the FDOT Standard specifications with exception to subsections 285-8 and 234-9. The Pay Area for all Base Material shall be equal to the designed surface area. No additional compensation will be provided for exceeding the spread rate for asphaltic base provided in the plans or exceeding the plan thickness specified for granular base.

20 **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. The delivery tickets must be inspected, approved and initialed by the ENGINEER at time of delivery for the duration of this project.

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 overlay and leveling 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 (relating to unit price adjustments) and the provisions of this Contract.

Asphalt Concrete Friction Course: Shall be in conformity to Section 337 of the FDOT Standard Specifications with exception to subsections 337-11 and 337-12 (relating to unit price adjustments) and the provisions of this 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, nor will adjustments be made for asphalt binder. Payment will be made under:

Item 334-1- Superpave Asphaltic Concrete – per sq. yd.

21 INLETS AND MANHOLES:

Description. The work specified under this section shall be in accordance with Section 425 of the FDOT Standard Specifications and FDOT standard indexes 200 through 295.

Concrete Headwalls. Shall be provided in accordance with the details outlined in the plans and indexes. Concrete shall have a minimum 28-day compressive strength of 3,000 psi. Reinforcing steel shall be provided per the FDOT standard indexes and as detailed in the plans.

Method of Measurement and Basis of Payment: The quantities to be paid under this section shall include all materials, labor and equipment needed to prosecute the work required by this specification and will be paid for at the contract unit bid price for the specific item with no additional cost to be incurred by the CITY. For the purposes of this specification, all grates will be considered incidental to the construction of the inlets, manholes and junction boxes.

Payment shall be made under the corresponding Bid item number found in the Schedule of Contract Values, per each.

22 **PIPE CULVERTS:**

Description. The work specified under this section shall be in accordance with section 430 of the FDOT Standard Specifications.

Method of Measurement and Basis of Payment: The quantities to be paid under this section shall include all materials, labor and equipment needed to prosecute the work required by this specification and will be paid for at the contract unit bid price for the specific item with no additional cost to be incurred by the CITY.

Payment shall be made under the corresponding Bid item number found in the Schedule of Contract Values, per linear foot.

23 **SODDING**: All sodding work on this project shall be provided in accordance with Sections 570 and 575 of the FDOT Standard Specifications and revisions. Unless otherwise specified in the Plans, all sodding shall consist of Bahia grass sodding, except in residential and commercial areas where the sod shall be the same type as which was disturbed or removed.

Payment shall be made under: Item 570-1-2 PERFORMANCE TURF (Sod) – per square yard.

24 **REFLECTIVE PAVEMENT MARKERS**: The installation of reflective pavement markers under this section shall be in accordance with Section 706 of the FDOT Standard Specifications and FDOT standard index 17300 series.

25 **PAINTING TRAFFIC STRIPES AND MARKINGS**: This work specified under this section shall be in accordance with Section 710 of the FDOT Standard Specifications and FDOT standard index 17300 series.

26 **THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS**: This work specified under this section shall be in accordance with Section 711 of the FDOT Standard Specifications and FDOT standard index 17300 series.

This Item also includes the cost of one application of temporary final painted traffic stripes and markings prior to the application final thermoplastic traffic stripes and markings.

27 **THERMOPLASTIC MARKINGS AND PAINT:** All thermoplastic material and paint used on this project shall not contain any lead or chromium compound.

28 **PROJECT SCHEDULE:** Within ten (10) 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 the CITY, the order which 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 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 the 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 (3) 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 subcontractors 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.

Method of Payment and Basis of Payment: 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.

29 **SINGLE POST SIGNS**: The Contractor shall mount all single post signs on two (2") inch by two (2") inch square posts in accordance with current MUTCD standards detail. Payment shall include the cost of furnishing and installing all signs and posts in accordance to FDOT standards and specifications.

Payment shall be made under:

Item 700-20-11: SINGLE POST SIGN (F&I) (12 OR LESS) – per assembly

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TECHNICAL SPECIFICATIONS

SPECIAL CONDITIONS

1. **CITY FURNISHED ITEMS** - The CONTRACTOR shall provide a proposal for all items listed in the "Schedule of Contract Prices" based upon the material, labor, etc. necessary to complete each of the items. If the "City Furnished" items are provided, then the cost will be deducted from the unit price for the item as provided by the CONTRACTOR in the "Schedule of Contract Prices".

2. **SURVEY CONTROL** - The bench marks for survey control for the project have been indicated in the construction plans. The location of these control points may at times be located within the construction area. It is the responsibility of the CONTRACTOR to locate, preserve, or offset these points as required to maintain proper survey control for the project for the duration of the construction efforts. Control points shall be re-established upon completion of construction at the expense of the CONTRACTOR.

   Grades shown are finished grades, and B.M. Datum is North American Vertical Datum 1988 (NAVD-1988) as noted in the plans.

3. **MATCHING OF THE EXISTING PAVEMENT** - Matching of the existing pavement for the project's terminal points and side street construction shall be accomplished by saw cutting the existing asphalt at the match location and constructing an asphalt butt joint with a minimum asphalt thickness of 1-inch. Cost associated with accomplishing this shall be included in the overall cost of the project.

4. **FIELD OFFICE** – Should the CONTRACTOR provide themselves a field office for this project, the office and all associated costs shall be included in the cost of mobilization. No field office is required by the City of Port St. Lucie.

5. **CONSTRUCTION ITEMS IN THE BID FORM** - Construction items in the Bid Form may be increased, decreased or deleted at the direction of the ENGINEER and the CITY with no adjustment to unit cost

6. **EXISTING SIGNS** - Existing signs shall not be damaged during construction. If damage occurs, it shall be the CONTRACTOR's responsibility to repair or replace the signage at no additional cost to the Contract.

7. **PROJECT SUPERVISOR** - The Project Supervisor is Clyde Cuffy, Project Coordinator of the City of Port St. Lucie Engineering Department and may be reached at (772) 871-7643.

8. **DESIGN ENGINEER** - The "Engineer of Record" for the project is Mr. Joseph W Capra, P.E., of CAPTEC Engineering, Inc. and can be reached at (772) 692-4344. Professional Engineer duly licensed and registered in the State of Florida and designated by the CITY as Design Engineer

9. **ENGINEER** - The CEI "Engineers of Record", hereinafter called "ENGINEER", for this project has not yet been contracted.

10. **PROJECT PROGRESS MEETING** - Project progress meetings will be held at the CITY Engineering Department, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984, or other mutually convenient location as designated by the ENGINEER. Representatives of CITY, ENGINEER, and CONTRACTOR are required to attend. The frequency of the meetings will be determined at project start date. Other representatives, such as utility company personnel may attend as necessary. The CONTRACTOR shall provide a Two-Week "Look Ahead" Planning Schedule at each weekly meeting, showing the items of work planned for the next two (2) weeks. The schedule shall be develop in Bar Chart format, identifying current and planned activities and related Contract Schedule work activities, including subcontractor work. Designate all activities that are critical path items as determined by the currently accepted contract schedule.

11. **COORDINATION WITH SIGNAL CONTRACTOR** – The CONTRACTOR must coordinate with the contractor installing the Signalization equipment at the intersection of Fairgreen Road and Crosstown Parkway. The signal contractor is responsible for these components and will need access to the site to install their components. The CONTRACTOR shall work with these contractors to schedule their work to be done in accordance with the CONTRACTOR's schedule as to not cause any delays.

    The CONTRACTOR will not be responsible for supervising, scheduling, or enforcement of safety regulations. The CITY will require their contractors to abide by OSHA and the CONTRACTOR's safety plan, the stricter of the two. Prior to the signal contractor beginning work in an area, the CITY will inspect, accept, and release the CONTRACTOR for work in place. The signal contractor will be responsible for damages caused by their employees or subcontractors and will be responsible for all costs associated with the damage.

12. **SEQUENCE OF CONSTRUCTION:** The actual construction sequence shall be established by the CONTRACTOR and forwarded to the CITY and the ENGINEER for approval through the Project Schedule. The Schedule shall be prepared using a Critical Path Method or other approved project-schedule tool. The schedule shall be updated on a monthly basis and submitted to the Engineer with the pay request. All schedule submittals, shall have a copy of the schedule files on a Windows compatible CD attached.

13. **STORMWATER PIPE INSPECTIONS** – Stormwater drainage pipe shall be inspected and recorded via a video system. All costs associated with this inspection shall be included in the unit price quote for stormwater pipe.

14. **RETESTS AND STANDBY TIME FOR SOILS TESTING COMPANY** – The costs for all retests and standby time for the testing companies will be paid by the CONTRACTOR.

15. **GEOTECHNICAL REPORT** – The Geotechnical Report prepared for the design of this project is included in this document. The project has been designed to the best extent possible given the information in the reports. Should the CONTRACTOR find actual field conditions that do not agree with items shown in the construction plans or any report, he shall immediately bring the discrepancy to the attention of the ENGINEER. Should the

CONTRACTOR intentionally ignore any such discrepancy, the CONTRACTOR shall be held liable for all costs incurred in correcting any resulting issues.

16. **EXCAVATED MATERIAL** – The CONTRACTOR shall haul all excess soil off site to proper disposal area.

17. **PERMITS** - The following is a list of Permits and Agreements that have been acquired or are in the process of acquiring. Since many of these permits are being finalized by the permitting agency, copies of the final permit will be provided to the Contractor(s) or Contractor when available. It is anticipated that all permits and agreements will be in hand upon commencement of construction:

    South Florida Water Management District (SFWMD) Environmental Resource Permit (ERP) – # 56-02188-P - pending

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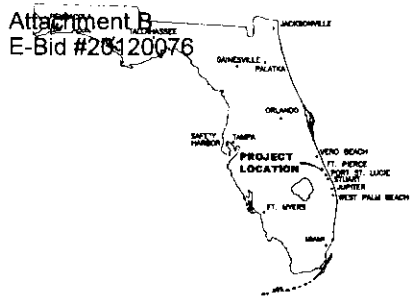
Attachment B
E-Bid #26120076



LOCATION MAP

CONSTRUCTION PLANS

FOR

FAIRGREEN ROAD

LYING WITHIN THE CITY OF PORT ST. LUCIE

ST. LUCIE COUNTY, FLORIDA

SECTIONS 4 & 9, TOWNSHIP 37S, RANGE 39E

CITY of PORT ST. LUCIE FLORIDA

"A City for All Ages"

NOTE: THESE PLANS ARE IN ENGLISH UNITS.

THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION:

DESIGN STANDARDS BOOKLET DATED 2012/13.

STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION DATED 2010.

THE MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS (GREENBOOK) DATED MAY, 2009.

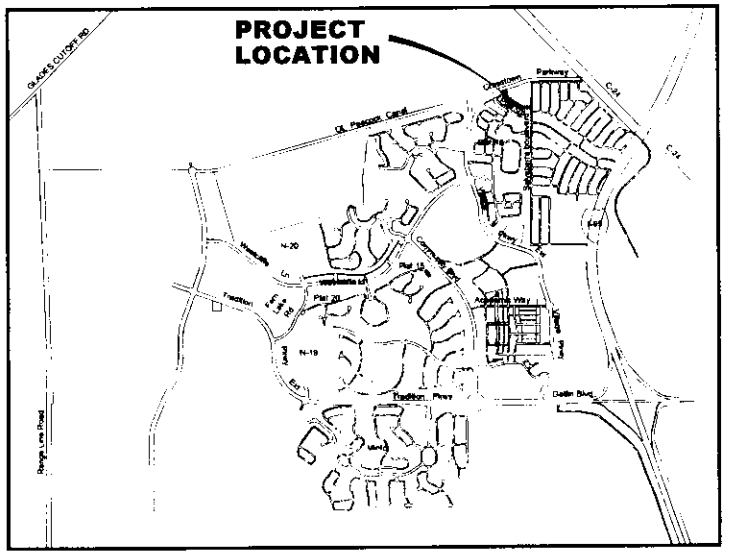
CLIENT

MAYOR	JOANN FAIELLA
VICE MAYOR	LINDA BARTZ
COUNCILWOMAN	MICHELLE BERGER
COUNCILWOMAN	SHANNON MARTIN
COUNCILMAN	JACK KELLY
CITY MANAGER	GREGORY J. ORAVEC
CITY ENGINEER	PATRICIA ROEBLING, P.E.

ENGINEER

MR. JOSEPH W. CAPRA, P.E.
CAPTEC ENGINEERING, INC.
301 NW FLAGLER AVENUE
STUART, FLORIDA 34994
PHONE: (772) 692-4344
FAX: (772) 692-4341
P.E. NO. 37638

CAPTEC Engineering, Inc.
Civil Engineering Professionals
Engineering Business No. EB-0007891



VICINITY MAP
N.T.S.

ALL ELEVATIONS HEREIN REFERENCE N.A.V.D. 1988 DATUM
ADD 1.467 FEET TO CONVERT TO N.G.V.D. 1929 DATUM

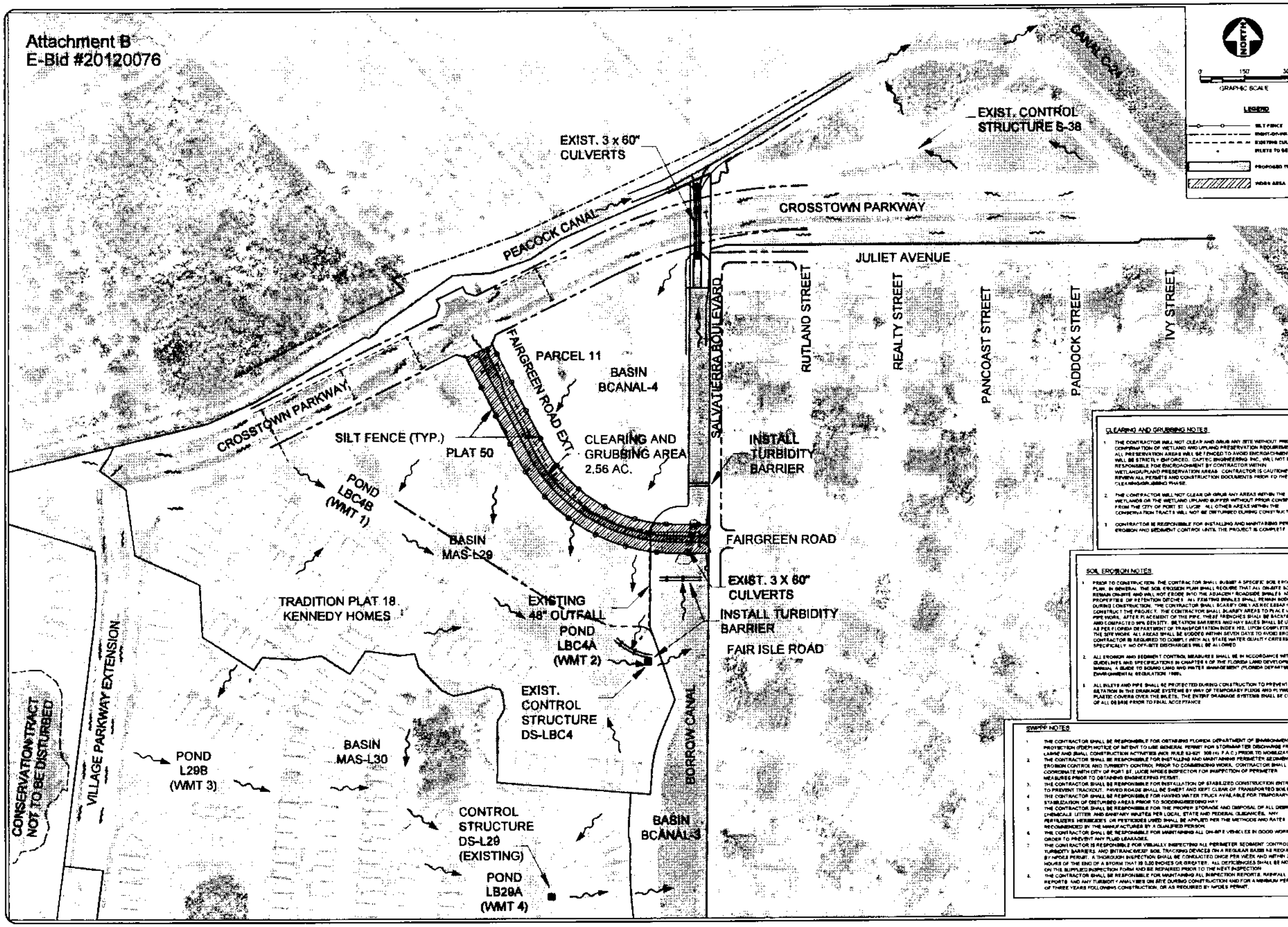
INDEX OF SHEETS

SHEET NO.	SHEET TITLE/DESCRIPTION
1	COVER SHEET
2	OVERALL CLEARING PLAN AND AERIAL
3	TYPICAL SECTIONS
4 - 5	PLAN AND PROFILE
6	STRIPING AND SIGNAGE
7	PAVING, GRADING AND DRAINAGE DETAIL
8	GENERAL NOTES

100% PLANS
6/25/2012

FAIRGREEN ROAD - PROJECT NO. 1356.18

Attachment B
E-Bid #20120076



CLEARING AND GRUBBING NOTES

1. THE CONTRACTOR WILL NOT CLEAR AND GRUB ANY SITE WITHOUT PRIOR CONFIRMATION OF WETLAND AND UPLAND PRESERVATION REQUIREMENTS. ALL PRESERVATION AREAS WILL BE FENCED TO AVOID ENCROACHMENT AND WILL BE STRICTLY ENFORCED. CAPTEC ENGINEERING INC. WILL NOT BE RESPONSIBLE FOR ENCROACHMENT BY CONTRACTOR WITHIN WETLAND/UPLAND PRESERVATION AREAS. CONTRACTOR IS CAUTIONED TO REVIEW ALL PERMITS AND CONSTRUCTION DOCUMENTS PRIOR TO THE CLEARING/GRUBBING PHASE.
2. THE CONTRACTOR WILL NOT CLEAR OR GRUB ANY AREAS WITHIN THE WETLANDS OR THE WETLAND UPLAND BUFFER WITHOUT PRIOR CONSENT FROM THE CITY OF PORT ST. LUCIE. ALL OTHER AREAS WITHIN THE CONSERVATION TRACTS WILL NOT BE DISTURBED DURING CONSTRUCTION.
3. CONTRACTOR IS RESPONSIBLE FOR INSTALLING AND MAINTAINING PERIMETER EROSION AND SEDIMENT CONTROL UNTIL THE PROJECT IS COMPLETE.

SOIL EROSION NOTES

1. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT A SPECIFIC SOIL EROSION PLAN. IN GENERAL THE SOIL EROSION PLAN SHALL REQUIRE THAT ALL ON-SITE SOILS WILL REMAIN ON-SITE AND WILL NOT ERODE INTO THE ADJACENT ROADSIDE SWALES, ADJACENT PROPERTIES OR RETENTION DITCHES. ALL EXISTING SWALES SHALL REMAIN SODDED DURING CONSTRUCTION. THE CONTRACTOR SHALL SCARIFY ONLY AS NECESSARY TO CONSTRUCT THE PROJECT. THE CONTRACTOR SHALL SCARIFY AREAS TO PLACE VARIOUS PIPE WORK. AFTER PLACEMENT OF THE PIPE, THESE TRENCHES SHALL BE BACKFILLED AND COMPACTED 98% DENSITY. SILTATION BARRIERS AND HAY BALES SHALL BE UTILIZED AS PER FLORIDA DEPARTMENT OF TRANSPORTATION INDEX 102. UPON COMPLETION OF THE SITE WORK ALL AREAS SHALL BE SODDED WITHIN SEVEN DAYS TO AVOID EROSION. CONTRACTOR IS REQUIRED TO COMPLY WITH ALL STATE WATER QUALITY CRITERIA SPECIFICALLY NO OFF-SITE DISCHARGES WILL BE ALLOWED.
2. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IN ACCORDANCE WITH THE GUIDELINES AND SPECIFICATIONS IN CHAPTER 6 OF THE FLORIDA LAND DEVELOPMENT MANUAL, A GUIDE TO SOUND LAND AND WATER MANAGEMENT (FLORIDA DEPARTMENT OF ENVIRONMENTAL REGULATION [illegible]).
3. ALL INLETS AND PIPE SHALL BE PROTECTED DURING CONSTRUCTION TO PREVENT SILTATION IN THE DRAINAGE SYSTEMS BY WAY OF TEMPORARY PLUGS AND PLYWOOD OR PLASTIC COVERS OVER THE INLETS. THE ENTIRE DRAINAGE SYSTEMS SHALL BE CLEANED OF ALL DEBRIS PRIOR TO FINAL ACCEPTANCE.

SWPPP NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) NOTICE OF INTENT TO USE GENERAL PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES (NOI: RULE 62-621.300 (4) F.A.C.) PRIOR TO MOBILIZATION.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING AND MAINTAINING PERIMETER SEDIMENT AND EROSION CONTROL AND TURBIDITY CONTROL PRIOR TO COMMENCING WORK. CONTRACTOR SHALL COORDINATE WITH CITY OF PORT ST. LUCIE NPDES INSPECTOR FOR INSPECTION OF PERIMETER MEASURES PRIOR TO OBTAINING ENGINEERING PERMIT.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLATION OF STABILIZED CONSTRUCTION ENTRANCE TO PREVENT TRACKOUT. PAVED ROADS SHALL BE SWEPT AND KEPT CLEAR OF TRANSPORTED SOILS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING WATER TRUCK AVAILABLE FOR TEMPORARY STABILIZATION OF DISTURBED AREAS PRIOR TO SODDING/SEEDING [illegible].
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER STORAGE AND DISPOSAL OF ALL DEBRIS, CHEMICALS, LITTER AND SANITARY WASTES PER LOCAL, STATE AND FEDERAL GUIDANCES. ANY FERTILIZERS, HERBICIDES, OR PESTICIDES USED SHALL BE APPLIED PER THE METHODS AND RATES RECOMMENDED BY THE MANUFACTURES BY A QUALIFIED PERSON.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL ON-SITE VEHICLES IN GOOD WORKING ORDER TO PREVENT ANY FLUID LEAKAGES.
7. THE CONTRACTOR IS RESPONSIBLE FOR VISUALLY INSPECTING ALL PERIMETER SEDIMENT CONTROLS, TURBIDITY BARRIERS, AND ENTRANCE/EXIT SOIL TRACKING DEVICES ON A REGULAR BASIS AS REQUIRED BY NPDES PERMIT. A THOROUGH INSPECTION SHALL BE CONDUCTED ONCE PER WEEK AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.50 INCHES OR GREATER. ALL DEFICIENCIES SHALL BE NOTED ON THE SUPPLIED INSPECTION FORM AND BE REPAIRED PRIOR TO THE NEXT INSPECTION.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL INSPECTION REPORTS, RAINFALL REPORTS, AND ANY TURBIDITY ANALYSES ON SITE DURING CONSTRUCTION AND FOR A MINIMUM PERIOD OF THREE YEARS FOLLOWING CONSTRUCTION, OR AS REQUIRED BY NPDES PERMIT.

CAPTEC Engineering, Inc.
Civil Engineering Professionals

SCALE VERIFICATION
SOLID BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

NO.	DATE	BY	REVISIONS
1			100% PLANS
2			60% PLANS
3			30% PLANS

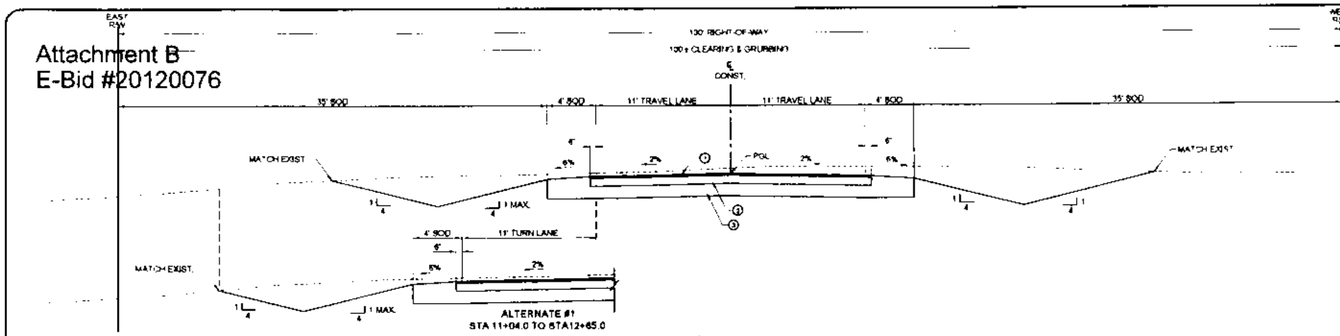
FAIRGREEN ROAD EXTENSION
CITY OF PORT ST. LUCIE, FLORIDA

CLEARING AND GRUBBING

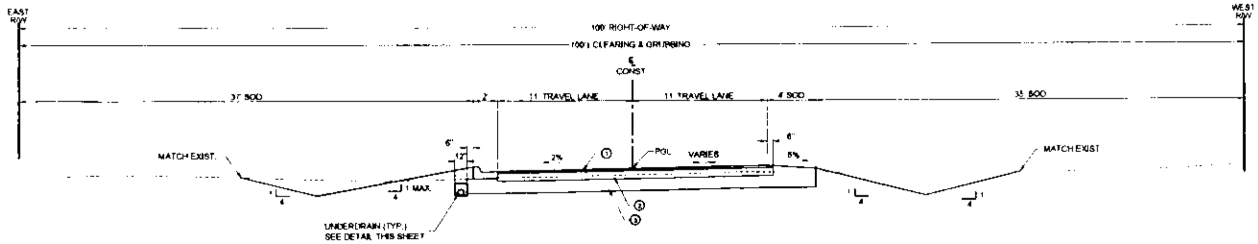
Joseph W. Capra, P.E.
P.E. No. 37636

JOB No. 1356.18
SHEET 2 OF 8

Attachment B
E-Bid #20120076



FAIRGREEN ROAD
STA 11+04.0 TO STA18+67.84 & STA 19+83.32 TO STA 22+10.1
DESIGN SPEED 35 MPH
POSTED SPEED 30 MPH



FAIRGREEN ROAD
STA 16+67.84 TO STA 19+83.32
DESIGN SPEED 35 MPH
POSTED SPEED 30 MPH

FAIRGREEN ROAD SECTION

①	SURFACE COURSE	7" TYPE SP 12.5 (TRAFFIC C)
②	BASE COURSE	8" COQUINA BASE, LBR-100 UNIFORMLY COMPACTED TO 98% OF THE T-180 MAXIMUM DRY DENSITY
③	SUBGRADE	12" STABILIZED SUBGRADE, LBR-40 (TYPE B STABILIZATION) COMPACTED TO 98% OF THE T-180 MAXIMUM DRY DENSITY

FAIRGREEN ROAD ALTERNATE SECTION (BID ALTERNATE #2)

①	SURFACE COURSE	1" TYPE SP 9.5 (TRAFFIC C)
②	BASE COURSE	6" COQUINA BASE, LBR-100 UNIFORMLY COMPACTED TO 98% OF THE T-180 MAXIMUM DENSITY
③	SUBGRADE	8" STABILIZED SUBGRADE, LBR-40 (TYPE B STABILIZATION) COMPACTED TO 98% OF THE T-180 MAXIMUM DRY DENSITY

TYPICAL SECTION NOTES

1. THE CONTRACTOR MAY SUBSTITUTE FDOT APPROVED LIMEROCK FOR CEMENTED COQUINA SHELL FOR THE SPECIFIED BASE IN ACCORDANCE WITH INDEX 514.
2. EMBANKMENT WITHIN THE RIGHT-OF-WAY SHALL BE COMPACTED AND BROUGHT TO FINAL GRADE IMMEDIATELY AFTER FIRST LIFT OF ABC-3 ASPHALT BASE OR AFTER PLACEMENT AND COMPACTION OF BASE MATERIAL, AS DIRECTED BY THE ENGINEER. AFTER FINAL GRADING, TWO FEET WIDTH OF SOD IS TO BE PLACED ADJACENT TO THE CURB/EDGE OF PAVEMENT AND REMAINING DISTURBED AREAS SHALL BE PROPERLY SEEDED AND WATERED.
3. ALL FILL MUST BE IN ACCORDANCE WITH FDOT INDEX 505 AND GEOTECHNICAL RECOMMENDATIONS STATED WITHIN THE GEOTECHNICAL REPORT BY ARDAMAN & ASSOCIATES. CONTRACTOR SHALL NOTIFY GEOTECHNICAL ENGINEER PRIOR TO PLACEMENT OF ANY FILL MATERIAL.

GENERAL NOTES

1. GOVERNING SPECIFICATION: STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS (SEE COVER SHEET).
2. ALL INDEX NUMBERS INDICATED IN THESE PLANS REFER TO THE FLORIDA DEPARTMENT OF TRANSPORTATION'S 'DESIGN STANDARDS' 2012/13 UNLESS OTHERWISE NOTED. SPECIFIC INDEX NUMBERS FOR CERTAIN STANDARD DETAILS ARE NOT ALWAYS BEEN SHOWN IN THESE PLANS. THE APPLICABLE FDOT STANDARD DRAWING INDEX WILL APPLY WHEN NO SPECIFIC DETAIL IS GIVEN.
3. VERTICAL DATUM IS NORTH AMERICAN VERTICAL DATUM (NAVD) 1988.
4. ANY VERTICAL DATUM WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF IN DANGER OF DAMAGE, THE CONTRACTOR SHALL NOTIFY
   GEODETIC INFORMATION CENTER
   ATTN: CHARLIE NOVICE
   ATTN: WCG - 152
   5001 EXECUTIVE BOULEVARD
   ROCKVILLE, MARYLAND 20852
   TEL (301) 443-8319
5. EXISTING SECTION CORNERS AND ¼ SECTION CORNERS AND LAND MARKERS OR MONUMENTS LOCATED WITHIN PROPOSED CONSTRUCTION ARE TO BE REFERENCED BY THE CONTRACTOR PRIOR TO CONSTRUCTION AND RESET BY THE CONTRACTOR AFTER CONSTRUCTION. ANY SUCH WORK REQUIRED SHALL BE PERFORMED BY AND CERTIFIED TO BY A REGISTERED LAND SURVEYOR.
6. GRADES, IF SHOWN HEREIN, ARE FINISH GRADES.
7. ALL RADII ARE TO THE EDGE OF PAVEMENT UNLESS OTHERWISE SHOWN.
8. OFFSET STATIONS AND DISTANCES ARE TO CENTERLINE OF CONSTRUCTION.
9. THE EXACTION OF ALL EXISTING UTILITIES SHOWN IN THE PLANS ARE APPROXIMATE ONLY. THE EXACT LOCATION SHALL BE DETERMINED BY THE CONTRACTOR DURING CONSTRUCTION.
10. THE ENGINEER OF RECORD SHALL CONTACT THE CITY OF PORT ST. LUCIE UTILITY SYSTEMS DEPARTMENT PRIOR COMMENCEMENT OF CONSTRUCTION. ALL INSPECTIONS AND PRE-CONSTRUCTION MEETINGS SHALL BE COORDINATED BY THE ENGINEER OF RECORD FOR THE CONTRACTOR. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD TWO FULL BUSINESS DAYS PRIOR TO REQUIRED INSPECTIONS OUTLINED DURING THE PRE-CONSTRUCTION MEETING.
11. CONTRACTOR SHALL CALL SUNSHINE STATE ONE CALL 1-800-432-4770 (TOLL FREE) TWO FULL BUSINESS DAYS BEFORE DIGGING FOR FIELD LOCATIONS OF UNDERGROUND UTILITIES. KNOWN UTILITY OWNERS ARE:
    CITY OF PORT ST. LUCIE UTILITY SYSTEMS DEPARTMENT – (772) 873-6400
    HOMETOWN CABLE – (772) 528-4843
    FLORIDA POWER AND LIGHT – (772) 377-7001
12. PRIOR TO COMMENCEMENT OF EXCAVATION, THE CONTRACTOR SHALL COMPLY WITH FLORIDA STATUTE 553.851 FOR THE PROTECTION OF UNDERGROUND GAS PIPELINES.
13. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN OR AROUND AREAS OF OVERHEAD TRANSMISSION LINE AND UNDERGROUND UTILITIES. THE APPROPRIATE UTILITY COMPANY SHALL BE NOTIFIED IN ADVANCE OF ANY EXCAVATION INVOLVING THEIR LINES SO THAT A COMPANY REPRESENTATIVE CAN BE PRESENT.
14. THE EXACT LOCATIONS OF PROPOSED SWALES, BACK OF SLOPE LINES AND LIMITS OF CONSTRUCTION WILL BE IN ACCORDANCE WITH THE PLANS UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
15. SPECIAL ATTENTION IS DIRECTED TO THE FACT THAT PORTIONS OF SOME DRAINAGE STRUCTURES EXTEND INTO THE STABILIZED PORTION OF THE ROAD BED AND EXTREME CAUTION WILL BE NECESSARY TO PERFORM STABILIZATION OPERATIONS AT THOSE LOCATIONS.
16. CONSTRUCT ALL TURNOUTS IN ACCORDANCE WITH FDOT INDEX 515.
17. CONTRACTOR TO MAINTAIN DUST CONTROL AT ALL TIMES DURING CONSTRUCTION.
18. CONTRACTOR TO REVIEW GEOTECHNICAL DATA BY ARDAMAN & ASSOCIATES TO NOTE THE PRESENCE OF EXISTING USABLE STABILIZED SUBGRADE ON THE PROJECT SITE. CONTRACTOR SHALL MINIMIZE DISTURBANCE OF EXISTING MATERIAL TO MAINTAIN EXISTING MATERIAL USE.

FAIRGREEN ROAD SUPERELEVATION

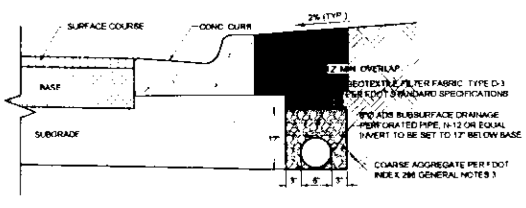
	LHS	RHS
STA 11+00.00 - STA 14+08.18	NORMAL CROWN	NORMAL CROWN
STA 14+08.18 - STA 15+40.18	NORMAL CROWN	TRANSITION
STA 15+40.18 - STA 20+71.94	NORMAL CROWN	REVERSE CROWN
STA 20+71.94 - STA 21+15.94	NORMAL CROWN	TRANSITION
STA 21+15.94 - STA 22+00.00	NORMAL CROWN	NORMAL CROWN

SIGNING, MARKING AND MAINTENANCE OF TRAFFIC NOTES

1. UNLESS OTHERWISE INDICATED, THE FOLLOWING SPECIFICATIONS AND STANDARDS SHALL APPLY:
   FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION 2010
   MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES 2009
   FDOT DESIGN STANDARDS 2012/13
2. ALL MARKINGS ARE THERMOPLASTIC UNLESS OTHERWISE INDICATED. ALL INTERIM PHASES OF STRIPING SHALL BE PAINTED. THERMOPLASTIC SHALL BE INSTALLED 30 DAYS AFTER FINAL APPLICATION OF ASPHALT FRICTION COURSE.
3. REFLECTIVE PAVEMENT MARKERS ARE TO BE PLACED ALONG ENTIRE LENGTH OF THE PROJECT AS SHOWN IN THE PLANS AND IN THE STANDARDS AND SPECIFICATIONS.
4. THE MAINTENANCE OF TRAFFIC FOR THIS PROJECT SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL FOR STREETS AND HIGHWAYS 2009 EDITION (U.S. DEPT. OF TRANSPORTATION F.H.W.A.) AND THE FDOT DESIGN STANDARDS 2012/13. ATTENTION IS DIRECTED TO INDEXES 600, 601, 603, 604 AND 641 OF THE FDOT DESIGN STANDARDS.
5. THE MINIMUM STANDARDS AS SET FORTH IN THE CURRENT EDITION OF SECTION 600 OF THE FDOT DESIGN STANDARDS SHALL BE FOLLOWED IN THE DESIGN, APPLICATION, INSTALLATION, MAINTENANCE AND REMOVAL OF ALL TRAFFIC CONTROL DEVICES, WARNING DEVICES AND BARRIERS NECESSARY TO PROTECT THE PUBLIC AND WORKMEN FROM HAZARDS WITHIN THE PROJECT LIMITS.

CLEARING AND GRUBBING

THE CONTRACTOR WILL NOT CLEAR AND GRUB ANY SITE WITHOUT PRIOR CONFIRMATION OF WETLAND AND UPLAND PRESERVATION REQUIREMENTS. ALL PRESERVATION AREAS WILL BE FENCED TO AVOID ENCROACHMENT AND WILL BE STRICTLY ENFORCED. CAPTEC ENGINEERING, INC. WILL NOT BE RESPONSIBLE FOR ENCROACHMENT BY CONTRACTOR WITHIN WETLAND AND UPLAND PRESERVATION AREAS. CONTRACTOR IS CAUTIONED TO REVIEW ALL PERMITS AND CONSTRUCTION DOCUMENTS PRIOR TO THE CLEARING AND GRUBBING PHASE.



UNDERDRAIN INSTALLATION DETAIL
N.T.S

NOTES

1. BACKFILL ABOVE UNDERDRAIN TO CONSIST OF A-3 MATERIAL OR BETTER COMPACTED TO A MINIMUM OF 92% AND A MAXIMUM OF 95% OF THE MAXIMUM DRY DENSITY PER AASHTO T-180.
2. BACKFILL TO BE PLACED IN 2 LIFTS. EACH LIFT TO BE COMPACTED TO 95% OF THE MAXIMUM DRY DENSITY PER AASHTO T-180.
3. ROADWAY UNDERDRAIN TO BE TIED INTO DRAINAGE PIPE OR STRUCTURE PER FDOT INDEX # 280 AND PER SPECIFIC DETAIL.

* ROADWAY UNDERDRAIN TO BE INSTALLED ALONG BACK OF CURB THROUGH THE ENTIRE LENGTH OF PROJECT AS DEPICTED IN THE ABOVE SECTION. EXTENTS OF UNDERDRAIN MAY BE REDUCED OR REMOVED IN AREAS AS DETERMINED BY GEOTECHNICAL ENGINEER WITH APPROVAL BY THE CITY OF PORT ST. LUCIE ENGINEERING DEPARTMENT PRIOR TO BEGINNING UNDERDRAIN CONSTRUCTION.

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADOPTION BY CAPTEC ENGINEERING, INC. SHALL BE WITHOUT LIABILITY TO CAPTEC ENGINEERING, INC.

Civil Engineering Professionals
301 NW Flagler Ave
Stuart, Florida 34994
Phone: (772) 692-4344
Fax: (772) 692-4341
Engineering Business No. EB-0007667

DATE:	5/23/2012
DRAWN BY:	[illegible]
DESIGNED BY:	[illegible]
CHECKED BY:	JWC
PROJECT No.:	1356.15
HORZ. SCALE:	N/A
VERT. SCALE:	N/A
CADD FILE:	1356.15 section

NO.	DATE	BY	REVISIONS
3	9/23/2012	[illegible]	100% PLANS
2	9/23/2012	[illegible]	90% PLANS
1	6/8/2012	[illegible]	30% PLANS

SCALE VERIFICATION
SOLID BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

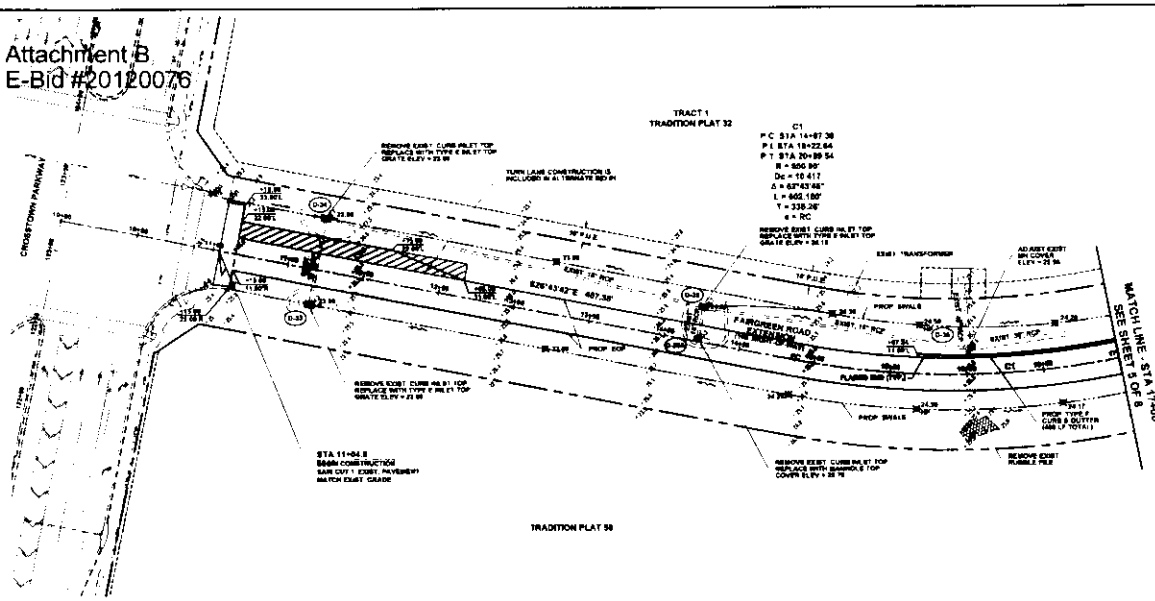
FAIRGREEN ROAD EXTENSION
CITY OF PORT ST. LUCIE, FLORIDA
TYPICAL SECTION

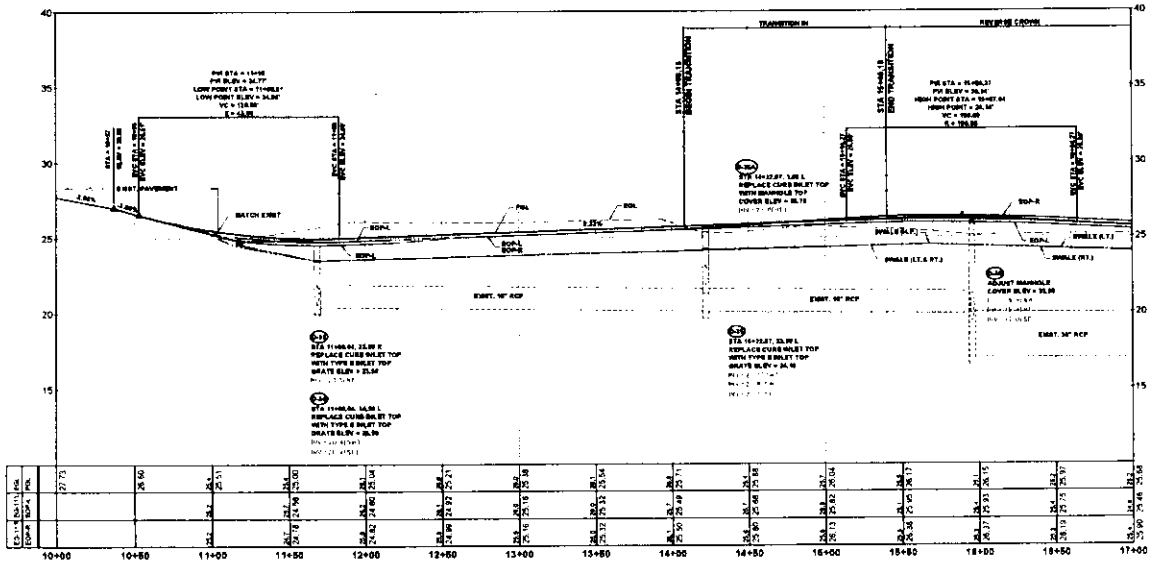
Joseph W. Capra, P.E.
301 N.W. Flagler Ave.
Stuart, Florida 34994
P.E. No. 37838

Printed Date

JOB No.: 1356.15
SHEET 3 OF 8

Attachment B
E-Bid #20120076





FAIRGREEN ROAD EXTENSION
STA 10+00 TO STA 17+00
H 1" = 40'
V 1" = 4'

ELEVATIONS SHOWN REFERENCED NAVD 88

NORTH

1" = 40' (HORIZ. SCALE)

LEGEND

EXG.	EXISTING GRADE AT BASELINE
PGL	PROFILE GRADE LINE
	PROPOSED EDGE OF PAVEMENT
	EASEMENT LINE
	RIGHT-OF-WAY LINE
	EXISTING CULVERT
PW	EXISTING WATER MAIN
	PROPOSED SWALE
TOE	PROPOSED TOP OF BANK/BERM
	EXISTING GRADE
16.43	PROPOSED GRADE
	AREA OF ALTERNATE BID #1

CAPTEC
Civil Engineering Professionals
Engineering Business No. EB-0007817

DRAWN BY:	BBB
CHECKED BY:	JWC
PROJECT No.:	1356.18
HORIZ. SCALE:	AS SHOWN
VERT. SCALE:	AS SHOWN
CADD FILE:	1356.18.dwg

DATE: 5/30/2012

NO.	DATE	BY	REVISIONS
1	6/29/2012	BBB	100% PLANS
2	7/23/2012	BBB	90% PLANS
3	8/29/2012	BBB	30% PLANS

SCALE VERIFICATION
SOLID BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING. ADJUST ALL SCALES ACCORDINGLY

FAIRGREEN ROAD EXTENSION
CITY OF PORT ST. LUCIE, FLORIDA

PLAN AND PROFILE

Joseph W. Capra, P.E.
301 N.W. Flagler Ave.
Stuart, Florida 34994
P.E. No. 37938

Posted Date:

JOB No.: 1356.18
SHEET 4 OF 8

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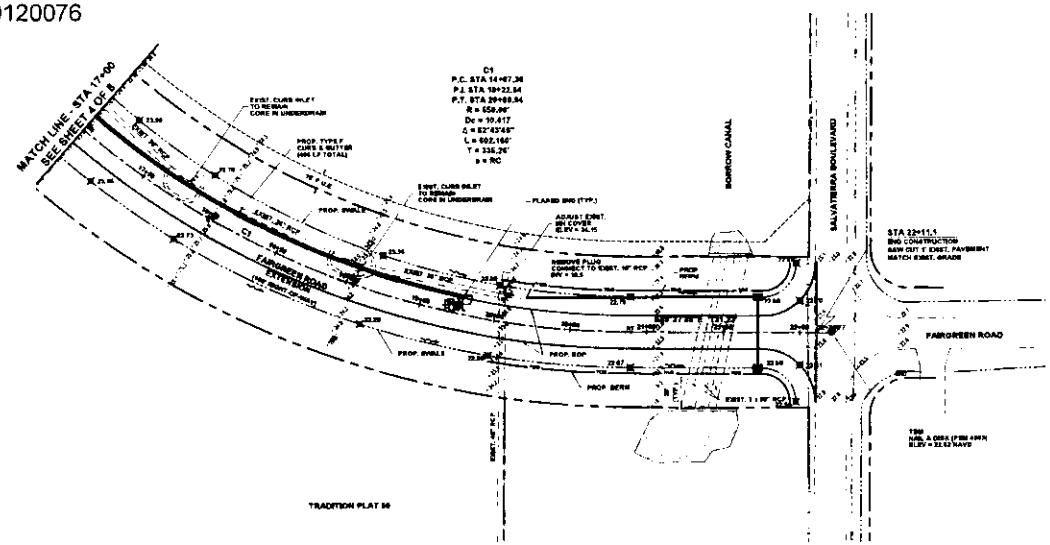
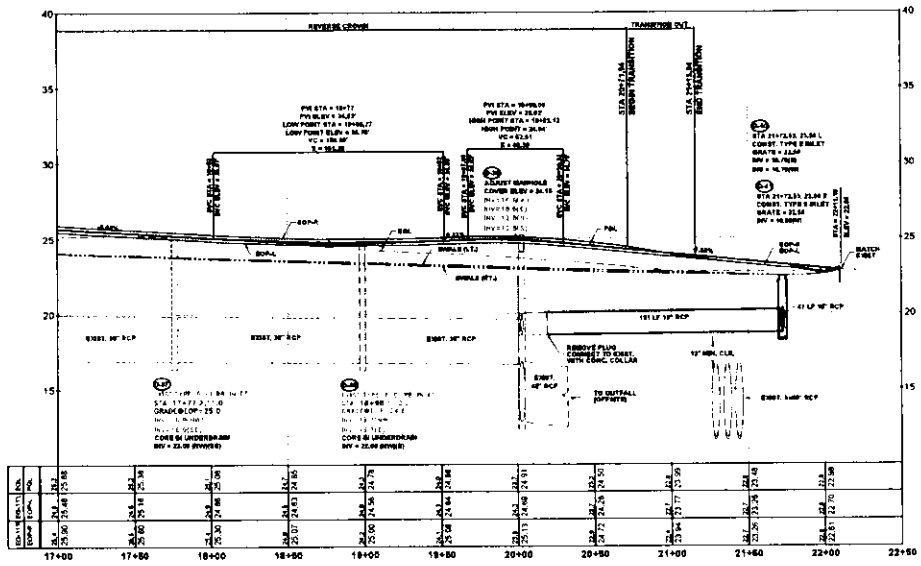
Attachment B
E-Bid #20120076

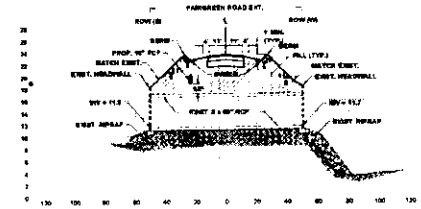




FAIRGREEN ROAD EXTENSION
STA 17+00 TO STA 22+50
H 1" = 40'
V 1" = 4'

LEGEND

EGL	EXISTING GRADE AT BASELINE
PGL	PROFILE GRADE LINE
	PROPOSED EDGE OF PAVEMENT
	SAWCUT LINE
	EXIST. CP-REV LINE
	EXISTING CULVERT
W	EXISTING WATER MAIN
	PROPOSED SWALE
TOE	PROPOSED TOP OF BARRIERS
	EXISTING GRADE
15.43	PROPOSED GRADE



SECTION OVER B-CANAL
H 1" = 40'
V 1" = 10'

ELEVATIONS SHOWN REFERENCED NAVD 88

CAPTEC Inc.
Civil Engineering Professionals
Engineering Business No. EB-0001667

DATE: 12/06/2012
DRAWN BY: RBB
DESIGNED BY: RBB
CHECKED BY: JWC
PROJECT No.: 1356.15
HORZ. SCALE: AS SHOWN
VERT. SCALE: AS SHOWN
CADD FILE: 1356.15.dwg

NO.	DATE	BY	REVISIONS
3	12/12/12	RBB	100% PLANS
2	11/13/12	RBB	90% PLANS
1	08/28/12	RBB	60% PLANS

SCALE VERIFICATION
SOLID BAR IS EQUAL TO 1" WHEN PLOTTED ON ORIGINAL DRAWING. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

FAIRGREEN ROAD EXTENSION
CITY OF PORT ST. LUCIE, FLORIDA

PLAN AND PROFILE

Joseph W. Capra, P.E.
301 N.W. Flagler Ave.
Stuart, Florida 34994
P.E. No. 37435

Printed Date

JOB No. 1356.15
SHEET 5 OF 8

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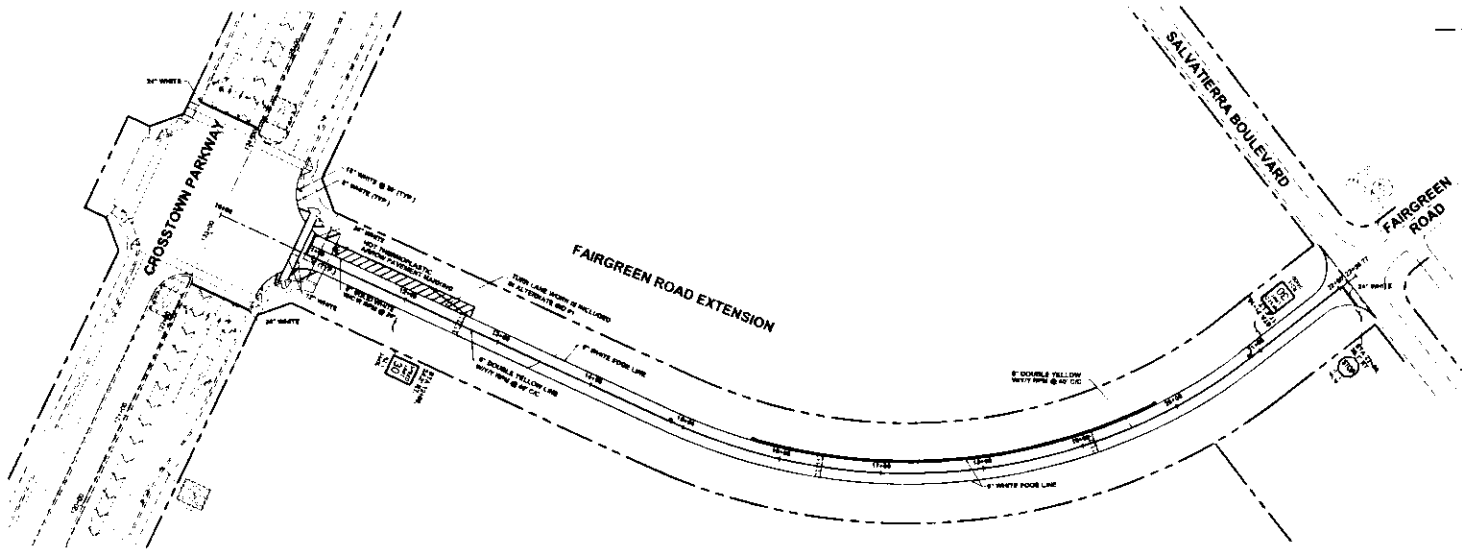
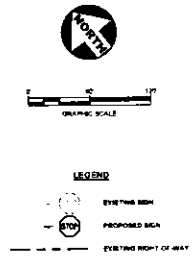
Attachment B
E-Bid #20120076





NOTES:
1. ALL STRIPING SHALL BE HOT THERMOPLASTIC PAVEMENT MARKING IN ACCORDANCE WITH FDOT SPECIFICTION SECTION 711
2. ALL PAVEMENT MARKINGS AND SIGNING SHALL BE PLACED IN ACCORDANCE WITH FDOT INDEX 17346.

Capitec Civil Engineering Professionals
1 NW Flagler Ave.
Stuart, Florida 34994
Phone: (772) 692-4544
Fax: (772) 692-4541
Engineering Business No. EB-0007667

DATE: 12/06/2012
DRAWN BY: DSB
DESIGNED BY: DSB
CHECKED BY: JRC
PROJECT No.: 1356.18
HORIZ. SCALE: AS SHOWN
VERT. SCALE: N/A
CADD FILE: 1356.18 (FINAL)

NO.	DATE	BY	REVISIONS
1	07/12/12	RGB	100% PLANS
2	11/12/12	EMB	90% PLANS
3	12/06/12	EMB	30% PLANS

SCALE VERIFICATION
1" = 40' (HORIZONTAL)
ROUND BAR IS EQUAL TO 1" ON THE ORIGINAL DRAWING. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

FAIRGREEN ROAD EXTENSION
CITY OF PORT ST. LUCIE, FLORIDA
PAVEMENT MARKING AND SIGNAGE

Joseph W. Capra, P.E.
301 N.W. Flagler Ave.
Stuart, Florida 34994
P.E. No. 37636

Printed Date:

JOB No.: 1356.18
SHEET 6 OF 8

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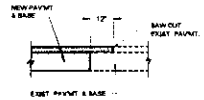
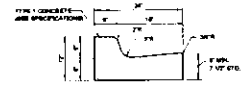


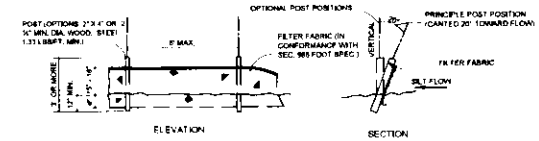
SAW CUT DETAIL
N.T.S.



SECTION VIEW

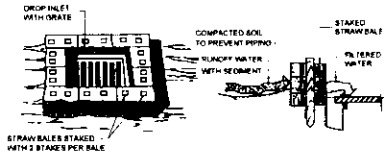
NOTES

TYPE F CURB & GUTTER (FDOT INDEX 300)



NOTE: SILT FENCE TO BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR STAKED SILT FENCE (LF).

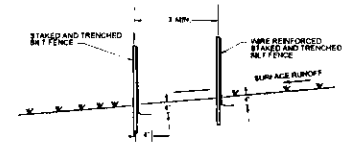
TYPE III SILT FENCE



SPECIFIC APPLICATION

THIS METHOD OF INLET PROTECTION IS APPLICABLE WHERE THE INLET DRAINS A RELATIVELY FLAT AREA (SLOPES NO GRATER THAN 5 PERCENT) WHERE SHEET OR OVERLAND FLOWS (NOT EXCEEDING 0.5 CFS) ARE TYPICAL. THE METHOD SHALL NOT APPLY TO INLETS RECEIVING CONCENTRATED FLOWS, SUCH AS IN STREET OF HIGHWAY MEDIANS.

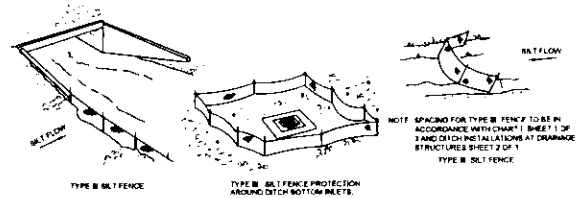
STRAW BALE DROP INLET SEDIMENT FILTER



SILT FENCE
(TRENCH WITH NATIVE BACKFILL)

NOTES

1. INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY
2. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF - SITE AND CAN BE PERMANENTLY STABILIZED
3. SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY



DO NOT DEPLOY IN A MANNER THAT SILT FENCES WILL ACT AS A DAM ACROSS PERMANENT FLOWING WATERCOURSES. SILT FENCES ARE TO BE USED AT UPLAND LOCATIONS AND TURBIDITY BARRIERS USED AT PERMANENT BODIES OF WATER

SILT FENCE APPLICATIONS
(FDOT INDEX NO. 102, SHT. 3)

CALL 48 HOURS BEFORE YOU DIG IN FLORIDA
1-800-432-4770
IT IS THE LAW
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

Civil Engineering Professionals
Engineering Business No. EB-0001607

DATE: 6/24/2011
DRAWN BY: BRB
REVIEWED BY: ___
CHECKED BY: JRC
PROJECT No.: 1356.18
INITIAL SCALE: n/a
VERT. SCALE: n/a
CADD FILE: 1356.18.dwg

NO.	DATE	BY	REVISIONS
1	6/28/2011	BRB	100% PLANS
2	9/28/2011	BRB	90% PLANS
3	10/28/2011	BRB	95% PLANS

SCALE VERIFICATION
1 inch
SOLID BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING. ADJUST ALL SCALES ACCORDINGLY

FAIRGREEN ROAD EXTENSION

CITY OF PORT ST. LUCIE, FLORIDA

PAVING, GRADING AND DRAINAGE DETAIL

Joseph W. Capra, P.E.
301 N.W. Flagler Ave.
Stuart, Florida 34994
P.E. No. 37038

Private Dwg.

JOB No.: 1356.18
SHEET 7 OF 8

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Attachment B
E-Bid #20120078

1. [illegible] SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE COMMENCING WORK. NO FIELD CHANGE OR [illegible] MADE WITHOUT PRIOR APPROVAL OF THE ENGINEER.
2. THE CONTRACTOR SHALL CONTACT ENGINEER OF RECORD, THE APPROPRIATE GOVERNMENTAL JURISDICTIONAL AGENCY AND ALL OTHER CONCERNED UTILITIES AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF CONSTRUCTION OPERATIONS.
3. THE LOCATION AND SIZE OF ALL EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE AND ARE BASED ON THE BEST AVAILABLE INFORMATION. ADDITIONAL UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY ALL UTILITIES BY ELECTRONIC METHODS AND BY HAND EXCAVATION IN COORDINATION WITH ALL UTILITY COMPANIES PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. ANY AND ALL CONFLICTS OF EXISTING UTILITIES WITH PROPOSED IMPROVEMENTS SHALL BE RESOLVED BY THE ENGINEER AND THE OWNER PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. THIS WORK BY THE CONTRACTOR SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.
4. PROJECT SUPERINTENDENT: THE CONTRACTOR SHALL PROVIDE A QUALIFIED SUPERINTENDENT TO REMAIN ON THE JOB SITE AT ALL TIMES WHEN WORK IS BEING PERFORMED. THE SUPERINTENDENT SHALL BE PRESENT AT THE PRE-CONSTRUCTION MEETING. THE CONTRACTOR SHALL NOTIFY THE LOCAL UTILITY COMPANY BY LETTER PRIOR TO THE PRE-CONSTRUCTION MEETING APPOINTING THE SUPERINTENDENT FOR THIS PROJECT INCLUDING A FORMAL RESUME SHOWING QUALIFICATIONS.
5. IT IS THE CONTRACTORS RESPONSIBILITY TO ENSURE HIS COMPLETE FAMILIARITY WITH THE PROJECT SITE AND COMPONENTS TO INCLUDE SUBSURFACE CONDITIONS OF SOIL AND GROUNDWATER TABLE. BY SUBMITTAL OF A BID FOR THIS PROJECT THE CONTRACTOR ACKNOWLEDGES HIS COMPLETE UNDERSTANDING AND RESPONSIBILITIES WITH RESPECT TO THE CONSTRUCTION ACTIVITIES REQUIRED UNDER THE SCOPE OF THIS PROJECT.
6. THE "TRENCH SAFETY ACT" SHALL BE INCORPORATED INTO THIS CONTRACT AS ENHANCED BY THE LEGISLATURE OF THE STATE OF FLORIDA TO BE IN EFFECT AS OF OCTOBER 1, 1990.
7. AS-BUILT PLANS: THE CONTRACTOR SHALL PROVIDE ONE (1) REPRODUCIBLE MYLAR COPY, FIFTEEN (15) BLACK LINE COPIES AND ONE (1) DIGITAL FORMAT OF A CERTIFIED AS-BUILT SURVEY. DRAWINGS SHALL BEAR THE ORIGINAL SIGNATURE AND EMBOSSED SEAL OF THE SURVEYOR AND SHALL BE SUBMITTED AFTER THE COMPLETION OF CONSTRUCTION BUT PRIOR TO FINAL APPROVAL. THE AS-BUILT SURVEY SHALL BE PREPARED IN PLAN AND PROFILE FORMAT BY A LICENSED PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA AND SHALL COMPLY WITH APPLICABLE PROVISIONS OF THE FLORIDA ADMINISTRATIVE CODE AND CHAPTER 472 OF THE FLORIDA STATUTES. THE DRAWINGS SHALL BE AT A SCALE COMPARABLE TO THE DESIGN DRAWINGS PREPARED BY THE ENGINEER AND SHALL REFERENCE THE BASE LINE OF SURVEY APPEARING ON THE ENGINEERING DRAWINGS. THE HORIZONTAL AND VERTICAL LOCATION OF THE ROADWAYS, DRAINAGE FACILITIES AND ALL APPURTENANCES SHALL BE ACCURATELY DEPICTED TO SCALE AND SHALL BE IDENTIFIED RELATIVE TO THE BASE LINE AND TO READILY IDENTIFIABLE PERMANENT OR SEMI-PERMANENT REFERENCE POINTS EXISTING AFTER THE COMPLETION OF CONSTRUCTION. LOCATIONS SHALL BE SHOWN FOR ALL FITTINGS, VALVES, HYDRANTS, MANHOLES, SAMPLE POINTS, AIR RELEASES, ETC. BOTH HORIZONTAL AND VERTICAL, AND THE LOCATION OF THE MAIN AT EACH BASELINE STATION AS SHOWN ON THE PLANS (100 FEET MAXIMUM) BOTH HORIZONTAL AND VERTICAL. UNDERGROUND FACILITIES (I.E., DRAINAGE, GAS, ELECTRIC, TELEPHONE, ETC.) CROSSING THE MAINS SHALL BE ACCURATELY SHOWN BOTH HORIZONTAL AND VERTICAL AND SHALL IDENTIFY SIZE, TYPE, FACILITY, MATERIAL, AND CLEARANCE. ALL INFORMATION SHALL BE BASED UPON MEASUREMENTS AND OBSERVATIONS MADE IN THE FIELD BY THE SURVEYOR CERTIFYING THE SURVEY, OR BY PERSONNEL UNDER HIS EMPLOYMENT, DIRECTION, AND SUPERVISION. THE COST FOR PREPARING AND MAINTAINING THE AS-BUILT PLANS SHALL BE INCIDENTAL TO THE CONSTRUCTION COST.
8. THE CONTRACTOR SHALL PREPARE A PLAN SHOWING THE SCHEDULE OF WORK, INCLUDING A HIGHLIGHTED PLAN SHOWING THE ORDER OF CONSTRUCTION WHICH WILL FACILITATE MAINTAINING EXISTING SERVICES DURING CONSTRUCTION. THIS PLAN SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION MAINTENANCE OF TRAFFIC AND STAGING PLAN.
9. ALL CONSTRUCTION IS TO BE IN ACCORDANCE WITH FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS AND SPECIFICATIONS.
10. ALL BELL SOUTH, FPL, LOCAL CABLE, AND ALL LOCAL UTILITY COMPANY LOCATIONS SHOWN ARE TAKEN FROM INFORMATION PROVIDED BY THAT UTILITY COMPANY. THESE LOCATIONS HAVE NOT BEEN VERIFIED IN THE FIELD. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL UTILITY LOCATIONS PRIOR TO CONSTRUCTION. THE CONTRACTOR TO EXPOSE ALL CROSSINGS WITH TELEPHONE, TELECOMMUNICATION CABLES, CABLE TV AND FLORIDA POWER AND LIGHT CONDUITS PRIOR TO BEGINNING CONSTRUCTION AND DELIVERY OF PIPE. THE CONTRACTOR IS TO USE EXTREME CAUTION WITHIN THE VICINITY OF PRIVATE UTILITY FACILITIES. THE CONTRACTOR WILL REQUEST A PRIVATE UTILITY REPRESENTATIVES PRESENCE DURING CONSTRUCTION IN THE VICINITY OF THEIR FACILITIES. A PROFILE OF THE PRIVATE UTILITY FACILITIES ARE NOT PROVIDED IN THESE DRAWINGS. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING THE PRIVATE UTILITIES AND OBTAINING THE APPROXIMATE LOCATION OF THESE FACILITIES.
11. ANY GEODETIC MONUMENT WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF IN DANGER OF DAMAGE THE CONTRACTOR SHOULD NOTIFY:
    GEODETIC INFORMATION CENTER
    ATTN: MARK MAINTENANCE CENTER
    6001 EXECUTIVE BOULEVARD
    ROCKVILLE, MD 20852
    TELEPHONE (301) 443-8319
    ANY CITY OF PORT ST. LUCIE VERTICAL OR HORIZONTAL DATUM SHALL ALSO BE PROTECTED. IN CASE OF DAMAGE OR IF RELOCATION IS NEEDED THE CONTRACTOR SHOULD NOTIFY:
    CITY OF PORT ST. LUCIE ENGINEERING DEPARTMENT
    121 SW PORT ST. LUCIE BOULEVARD
    PORT ST. LUCIE, FL 34984-5099
    TELEPHONE (772) 871-5175
12. BENCH MARK DATA IS NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88)
13. CONTRACTOR TO UTILIZE "APPROVED FOR CONSTRUCTION" PLANS ONLY.
14. SHOP DRAWINGS FOR ALL STRUCTURES SHALL BE SUBMITTED TO ENGINEER FOR REVIEW AND APPROVAL PRIOR TO ORDERING.
15. SHOP DRAWINGS ARE REQUIRED ON ALL STRUCTURES. THE ENGINEER REQUIRES FIVE (5) BUSINESS DAYS TO REVIEW SHOP DRAWINGS AFTER RECEIPT.
16. CONCRETE SHALL BE CLASS I 4,000 PSI MINIMUM COMPRESSIVE STRENGTH UNLESS NOTED OTHERWISE. REINFORCING SHALL BE GRADE 60 DEFORMED STEEL BARS IN ACCORDANCE ASTM A-615.
17. CONTRACTOR SHALL PROTECT ALL EXISTING ABOVE OR UNDERGROUND STRUCTURES, LANDSCAPE FEATURES, TREES AND UTILITIES NOT SHOWN ON THE PLANS TO BE REMOVED BY CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY DAMAGE CAUSED BY CONSTRUCTION ACTIVITY.
18. ALL MATERIALS, CONSTRUCTION METHODS, TESTING, AND DISINFECTION SHALL CONFORM TO THE REQUIREMENTS OF THE CITY OF PORT ST. LUCIE UTILITY SYSTEMS DEPARTMENT AND AWWA CURRENT STANDARDS.
19. ALL HORIZONTAL AND VERTICAL SURVEY CONTROL POINTS SHALL BE PROTECTED AND UNDISTURBED. IN THE EVENT THAT A CONTROL POINT IS DISTURBED OR DESTROYED THE POINT SHALL BE RE-ESTABLISHED BY A FLORIDA REGISTERED LAND SURVEYOR. IF THE CONSTRUCTION OCCURS IN THE CITY OF PORT ST. LUCIE THE METHOD TO RE-ESTABLISH THE POINT SHALL BE APPROVED BY THE CITY ENGINEER AT THE EXPENSE OF THE CONTRACTOR.
20. THE CONTRACTOR SHALL PREPARE A COMPLETE VIDEO RECORD OF THE PROJECT SITE BEFORE BEGINNING ANY WORK. THE VIDEO RECORD SHALL INCLUDE ALL ROADWAY, DRAINAGE AND UTILITIES POINTS OF CONNECTION AND SHALL EXTEND A MINIMUM OF 100 FEET BEYOND THE WORK LIMITS TO DOCUMENT THE EXISTING CONDITIONS. ALL EXISTING DRAINAGE CULVERTS WITHIN THE PROJECT LIMITS SHALL BE VIDEOED. THE CONTRACTOR SHALL ALSO VIDEO DOCUMENT ALL HAUL ROUTES NEEDED FOR THE OFF-SITE MOVEMENT OF EARTHWORK. COPIES OF THE VIDEO RECORD SHALL BE PROVIDED TO THE ENGINEER OF RECORD AND THE OWNER PRIOR TO SUBMITTAL OF THE FIRST PAY REQUEST.

PAVING, GRADING AND DRAINAGE NOTES

1. ALL AREAS SHALL BE CLEARED AND GRUBBED PRIOR TO CONSTRUCTION. THIS SHALL CONSIST OF THE COMPLETE REMOVAL AND DISPOSAL OF ALL TREES, BRUSH, STUMPS, GRASS, WEEDS, RUBBISH AND ALL OTHER OBSTRUCTIONS RESTING ON OR PROTRUDING THROUGH THE SURFACE OF THE EXISTING GROUND TO A DEPTH OF ONE (1) FOOT. ITEMS DESIGNATED TO REMAIN, TO BE RELOCATED, OR TO BE ADJUSTED SHALL BE SO DESIGNATED ON THE DRAWINGS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING CERTIFIED MATERIAL TEST RESULTS TO THE ENGINEER OF THE RECORD PRIOR TO THE RELEASE OF FINAL CERTIFICATION BY THE ENGINEER. TEST RESULTS MUST INCLUDE, BUT MAY NOT BE LIMITED TO, DENSITIES FOR SUBGRADE AND BASE DENSITIES AT UTILITY CROSSINGS, MANHOLES, INLETS, STRUCTURES. TEST SHALL INCLUDE ASPHALT GRADATION REPORTS, CONCRETE CYLINDERS, ETC. DENSITY TESTS SHALL BE PERFORMED AT THREE (3) LOCATIONS AROUND ANY STRUCTURE. BEGIN TESTING IN THE FIRST FOOT ABOVE THE BOTTOM OF THE STRUCTURE AND THEN EVERY TWO FEET TO WITHIN TWO FEET OF THE FINISH GRADE.
3. ALL INLETS AND PIPE SHALL BE PROTECTED DURING CONSTRUCTION TO PREVENT SILTATION IN THE DRAINAGE SYSTEMS BY WAY OF TEMPORARY PLUGS AND PLYWOOD OR PLASTIC COVERS OVER THE INLETS. THE ENTIRE DRAINAGE SYSTEMS SHALL BE CLEANED OF ALL DEBRIS PRIOR TO FINAL ACCEPTANCE. ALL CONCRETE SHALL BE A MINIMUM 3,000 PSI.
4. ALL PROPOSED ELEVATIONS REFER TO FINISHED GRADES.
5. THE CONTRACTOR MUST OBTAIN A WATER USE PERMIT PRIOR TO CONSTRUCTION DEWATERING UNLESS THE WORK QUALIFIES FOR A GENERAL PERMIT PURSUANT TO SUBSECTION 40E-20.302(4), F.A.C.

CULVERT LEGEND

- RCP - REINFORCED CONCRETE PIPE
- ERCP - ELLIPTICAL REINFORCED CONCRETE PIPE
- HDPE - HIGH DENSITY POLYETHYLENE
- CAP - CORRUGATED ALUMINUM PIPE
- MES - MITERED END SECTION

STORM SEWER NOTES

STANDARD SEPARATION FOR ALL WATER AND/OR WASTEWATER MAINS, HORIZONTAL AND VERTICAL, SHALL BE PER FDEP REQUIREMENTS, PROVISIONS OF F.A.C. RULE 62-604 AND TEN STATES STANDARD.

1. ALL DISTURBED OUTFALL DRAINAGE AREAS SHALL BE SODDED UPON COMPLETION OF GRADING AFTER AS-BUILT GRADE ELEVATIONS ARE APPROVED BY THE ENGINEER.
2. PRIOR TO FINAL PAYMENT OF RETENTION, DETENTION AND DRAINAGE DITCH QUANTITIES, ALL SLOPES AND SWALES SHALL BE SODDED TO AVOID EROSION.
3. THERE IS TO BE NO OFF-SITE HAULING WITHOUT PRIOR APPROVAL AND ALL EXCAVATED MATERIAL SHALL BE USED ON-SITE. THE CONTRACTOR SHALL CONSTRUCT THE STORMWATER MANAGEMENT SYSTEM IN A MANNER SO AS TO MINIMIZE ANY ADVERSE IMPACTS OF THE WORKS ON FISH, WILDLIFE, NATURAL ENVIRONMENTAL VALUES AND WATER QUALITY ON OR OFF-SITE. THE CONTRACTOR SHALL INSTITUTE NECESSARY MEASURES DURING THE CONSTRUCTION PERIOD, INCLUDING FULL COMPACTION OF ANY FILL MATERIAL PLACED AROUND NEWLY INSTALLED STRUCTURES TO REDUCE EROSION, TURBIDITY, NUTRIENT LOADING AND SEDIMENTATION IN THE RECEIVING WATERS.
4. WITHIN THIRTY (30) DAYS AFTER COMPLETION OF CONSTRUCTION OF THE SURFACE WATER MANAGEMENT SYSTEM, THE CONTRACTOR SHALL ASSIST THE DESIGN ENGINEER TO PROVIDE A WRITTEN STATEMENT OF COMPLETION AND CERTIFICATION BY A FLORIDA PROFESSIONAL ENGINEER. THESE STATEMENTS MUST SPECIFY THE ACTUAL DATE OF CONSTRUCTION COMPLETION AND MUST CERTIFY THAT ALL FACILITIES HAVE BEEN CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE PLANS AND SPECIFICATIONS. THE CONSTRUCTION COMPLETION CERTIFICATION MUST INCLUDE, AT A MINIMUM, EXISTING ELEVATIONS, LOCATIONS AND DIMENSIONS OF THE COMPONENTS OF THE SURFACE WATER MANAGEMENT FACILITIES. ADDITIONALLY, IF DEVIATIONS FROM THE APPROVED DRAWINGS ARE DISCOVERED DURING THE CERTIFICATION PROCESS, THE CERTIFICATION MUST BE ACCOMPANIED BY A COPY OF THE APPROVED PERMIT DRAWINGS WITH DEVIATIONS NOTED. SEE AS-BUILT REQUIREMENTS.
5. A STABLE PERMANENT AND ACCESSIBLE ELEVATION REFERENCE SHALL BE ESTABLISHED ON OR WITHIN ONE HUNDRED FEET (100') OF ALL PERMITTED DISCHARGE STRUCTURES NO LATER THAN THE SUBMISSION OF THE CERTIFICATION TO THE WATER MANAGEMENT DISTRICT. THE LOCATION OF THE ELEVATION REFERENCE MUST BE NOTED ON OR WITHIN THE CERTIFICATION REPORT.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CORRECTION OF ANY EROSION OR SHOALING OF THE WATER QUALITY MANAGEMENT SYSTEM.
7. INLETS (425/430) INCLUDES THE LIST OF MATERIALS, INSTALLATION, DEWATERING, STABILIZATION, AS-BUILT SURVEYING AND TESTING. ALL STRUCTURES WILL REQUIRE THREE (3) COMPACTION TESTS AT DIFFERENT LOCATIONS AND UNDER STRUCTURES.
8. PIPE CULVERTS AND STORM SEWERS SHALL BE CONSTRUCTED AND INSTALLED IN ACCORDANCE WITH SECTION 430, FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
9. HIGH DENSITY POLYETHYLENE (HDPE) CULVERT SHALL BE N-12 ADS ENTRENCHED PIPE INSTALLED PER RECOMMENDATIONS OF THE MANUFACTURER. MANUFACTURER IS ADS (ADVANCED DRAINAGE SYSTEMS INC).
10. REINFORCED CONCRETE PIPE SHALL BE ASTM C-76 CLASS III IN ACCORDANCE WITH SECTION 941, FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
11. CONTRACTOR SHALL VIDEO ALL STORM SEWER FOLLOWING COMPLETION OF CONSTRUCTION.

FILTER FABRIC

THE CONTRACTOR SHALL WRAP ALL STORM PIPE JOINTS. CONSTRUCTION SHALL BE PER FDOT INDEX NO. 280 WITH WOVEN GEOTEXTILE TYPE D-3 (FDOT INDEX NO. 199), SECURED WITH STRAPPING. ALL JOINTS SHALL BE WRAPPED FOR A MINIMUM OF 18 INCHES FROM THE BAND OR JOINT OR BELL AND SPIGOT AS APPLICABLE.

DEWATERING

UTILITIES SHALL BE LAID "IN THE DRY" UNLESS OTHERWISE APPROVED IN WRITING BY THE UTILITY AND ENGINEER OF RECORD. THE CONTRACTOR SHALL PERFORM ALL DEWATERING ACTIVITY AT NO DIRECT COST TO THE OWNER. TRENCH EXCAVATIONS SHALL BE DEWATERED BY USING ONE OR MORE OF THE FOLLOWING METHODS: WELL POINT SYSTEM, SUMPS WITH PUMPS OR OTHER METHOD(S) AS APPROVED BY THE ENGINEER. DEWATERING SYSTEMS SHALL BE UTILIZED IN ACCORDANCE WITH GOOD STANDARD PRACTICE AND MUST BE EFFICIENT ENOUGH TO LOWER THE WATER LEVEL IN ADVANCE OF THE EXCAVATION AND MAINTAIN IT CONTINUOUSLY TO KEEP THE TRENCH BOTTOM AND SIDES FIRM AND DRY. IF THE MATERIAL ENCOUNTERED AT TRENCH GRADE IS SUITABLE FOR THE PASSAGE OF WATER WITHOUT DESTROYING THE SIDES OR UTILITY FOUNDATION OF THE TRENCH, SUMPS MAY BE PROVIDED AT INTERVALS AT THE SIDE OF THE MAIN TRENCH EXCAVATION WITH PUMPS USED TO LOWER THE WATER LEVEL BY TAKING THEIR SUCTION FROM SAID SUMPS. DISCHARGE FROM DEWATERING SHALL BE DISPOSED OF IN SUCH A MANNER THAT IT WILL NOT INTERFERE WITH NORMAL DRAINAGE OF THE AREA IN WHICH THE WORK IS BEING PERFORMED, CREATE A PUBLIC NUISANCE, OR FORM PONDING. ALL DISCHARGE SHALL BE IN ACCORDANCE WITH ANY SFWMD ISSUED PERMITS. THE OPERATIONS SHALL NOT CAUSE INJURY TO ANY PORTION OF THE WORK COMPLETED OR IN PROGRESS, OR TO THE SURFACE OF STREETS, OR TO PRIVATE PROPERTY. PRIOR TO CONSTRUCTION, THE ENGINEER OF RECORD AND NECESSARY REGULATORY AGENCIES SHALL APPROVE THE PROPOSED DEWATERING METHOD(S) AND SCHEDULE. ADDITIONALLY, WHERE PRIVATE PROPERTY WILL BE INVOLVED, THE CONTRACTOR SHALL OBTAIN PERMISSION IN ADVANCE FROM THE PROPERTY OWNER.

CONFLICTS

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTORS TO BECOME ACQUAINTED WITH EXISTING CONDITIONS AND TO LOCATE STRUCTURES AND UTILITIES ALONG THE PROPOSED UTILITY ALIGNMENT IN ORDER TO AVOID CONFLICTS. WHERE ACTUAL CONFLICTS ARE UNAVOIDABLE, WORK SHALL BE COORDINATED WITH THE FACILITY OWNER AND PERFORMED SO AS TO CAUSE AS LITTLE INTERFERENCE AS POSSIBLE WITH THE SERVICE RENDERED BY THE FACILITY DISTURBED. ALL AFFECTED UTILITIES SHALL BE NOTIFIED PRIOR TO EXCAVATION IN THEIR VICINITY.

SOD

THE SOD SHALL BE CERTIFIED TO MEET FLORIDA STATE PLANT BOARD SPECIFICATIONS, ABSOLUTELY TRUE TO VARIETAL TYPE, AND FREE FROM WEEDS, FUNGUS, INSECTS AND DISEASE OF ANY KIND. ALL SODDED AREAS SHALL BE GRASSED AS SPECIFIED ON PLANS AND SURVIVAL GUARANTEED FOR NINETY (90) DAYS FROM DATE OF REPLACEMENT. CONTRACTOR IS SOLELY RESPONSIBLE FOR WATERING AND MAINTAINING GRASSED AREAS UNTIL THE PROJECT IS CERTIFIED COMPLETE AND ACCEPTED BY THE CITY OF PORT ST. LUCIE. SURVIVAL OF ALL RELOCATED TREES SHALL BE GUARANTEED FOR ONE (1) YEAR AFTER TRANSPLANTING.

GROUNDWATER

HEAVY RAINFALL AND/OR A HIGH WATER TABLE MAY OCCUR BEFORE THE EARTHWORK COMMENCES OR DURING THE EARTHWORK OPERATION. WHEN THESE CONDITIONS OCCUR AND THE SITE PREPARATION CANNOT BE ACHIEVED AS SPECIFIED, AN EXCAVATION OF THE EXISTING CONDITIONS SHOULD BE CONDUCTED AND THE SPECIFICATIONS REVISED ACCORDINGLY.
THE DEWATERING FOR THE SITE MUST REMAIN ON SITE. NO ADDITIONAL DISCHARGE ALLOWED EXCEPT THROUGH EXISTING CONTROL STRUCTURE.

TURBIDITY NOTE

THE CONTRACTOR SHALL PLACE TURBIDITY BARRIERS AT ALL OUTFALLS PRIOR TO CONSTRUCTION. ALL CUT/FILL WILL BE RELOCATED WITHIN THE EXISTING SITE AND THEREFORE HAULING OF MATERIAL WILL NOT BE REQUIRED. CONTRACTOR SHALL INSTALL TURBIDITY CONTROL MEASURES PRIOR TO COMMENCEMENT OF CONSTRUCTION. MAINTAIN SAID CONTROLS IN WORKING ORDER THROUGHOUT THE CONSTRUCTION PERIOD. ASSURE THAT TURBID DISCHARGES FROM THE PROJECT TO PROTECTED WATERS AND WETLANDS DO NOT EXCEED 29 NTU'S ABOVE BACKGROUND LEVELS AND REMOVE SAID CONTROLS AFTER COMPLETION OF CONSTRUCTION.

SOIL EROSION PLAN

NO POLLUTION OR EROSION CAUSED BY THIS PROJECT WILL BE ALLOWED IN THE STORMWATER DRAINAGE SYSTEM. THE CONTRACTOR SHALL INSTALL ANY DEVICES NECESSARY TO PREVENT POLLUTION OR EROSION. THE COST OF POLLUTION AND EROSION CONTROL SHALL BE INCIDENTAL TO THE COST OF THE CONSTRUCTION.

PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT A SPECIFIC SOIL EROSION PLAN. IN GENERAL, THE SOIL EROSION PLAN SHALL REQUIRE THAT ALL ON-SITE SOIL WILL REMAIN ON-SITE AND WILL NOT ERODE INTO THE ADJACENT ROADSIDE SWALES, ADJACENT PROPERTIES OR RETENTION DITCHES. ALL EXISTING SWALES SHALL REMAIN SODDED DURING CONSTRUCTION. THE CONTRACTOR SHALL SCARIFY ONLY AS NECESSARY TO CONSTRUCT THE PROJECT. THE CONTRACTOR SHALL SCARIFY AREAS TO PLACE VARIOUS PIPE WORK. AFTER PLACEMENT OF THE PIPE, THESE TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A 98% DENSITY. PRIOR TO DISCHARGE FROM THE SITE, SILT FENCES AND HAY BALES SHALL BE UTILIZED AS PER FDOT INDEX 102. THE DRAINAGE WHICH OUTFALLS TO THE RETENTION AREAS SHALL BE STABILIZED AND SODDED IMMEDIATELY UPON COMPLETION OF CONSTRUCTION. ANY DEWATERING OR PUMPING OF WATER INTO THE ROADSIDE SWALES OR RETENTION SWALES SHALL BE STAKED WITH BALED HAY AND SILT FENCES AS PER FDOT INDEX 102 TO AVOID FILLING THESE AREAS. UPON COMPLETION OF THE SITE WORK, ALL AREAS SHALL BE SODDED TO AVOID EROSION. CONTRACTOR IS REQUIRED TO COMPLY WITH ALL STATE WATER QUALITY CRITERIA. SPECIFICALLY, NO OFF-SITE DISCHARGES WILL BE ALLOWED WHICH EXCEED THE STATE TURBIDITY CRITERIA.

WATER QUALITY NOTES

1. THE CONTRACTOR MUST MAINTAIN A COPY OF THE LATEST LOCAL WATER MANAGEMENT DISTRICT SURFACE WATER PERMIT, COMPLETE WITH ALL CONDITIONS, ATTACHMENTS, EXHIBITS AND PERMIT MODIFICATIONS IN GOOD CONDITIONS AT THE CONSTRUCTION SITE. THE COMPLETE PERMIT MUST BE AVAILABLE FOR REVIEW UPON REQUEST BY DISTRICT REPRESENTATIVES. THE CONTRACTOR SHALL REVIEW THE COMPLETE PERMIT PRIOR TO COMMENCEMENT OF THE ACTIVITY AUTHORIZED BY THE PERMIT.
2. ALL ACTIVITIES SHALL BE IMPLEMENTED AS SET FORTH IN THE PLANS, SPECIFICATIONS AND PERFORMANCE CRITERIA AS APPROVED BY LOCAL SURFACE WATER PERMIT. ANY DEVIATION FROM THE PERMITTED ACTIVITY AND THE CONDITIONS FOR UNDERTAKING THAT ACTIVITY SHALL BE CONSIDERED A VIOLATION OF THE PERMIT. PRIOR TO ANY WORK, A NOTICE OF PENDING CONSTRUCTION NEEDS TO BE SUBMITTED TO THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD).
3. THE LOCAL WATER MANAGEMENT DISTRICT AUTHORIZED STAFF, UPON PROPER IDENTIFICATION, MUST BE GRANTED PERMISSION TO ENTER, INSPECT AND OBSERVE THE SYSTEM TO INSURE CONFORMITY WITH THE PLANS AND SPECIFICATIONS APPROVED BY THE PERMIT.
4. PRIOR TO AND DURING CONSTRUCTION, THE CONTRACTOR SHALL IMPLEMENT AND MAINTAIN ALL EROSION AND SEDIMENT CONTROL MEASURES (BEST MANAGEMENT PRACTICES) REQUIRED TO RETAIN SEDIMENT ON-SITE AND TO PREVENT VIOLATIONS OF STATE WATER QUALITY STANDARDS. ALL PRACTICES MUST BE IN ACCORDANCE WITH THE GUIDELINES AND SPECIFICATIONS IN CHAPTER 6 OF THE FLORIDA LAND DEVELOPMENT MANUAL: A GUIDE TO SOUND LAND AND WATER MANAGEMENT (FDEP REGULATIONS 1988), WHICH ARE HEREBY INCORPORATED BY REFERENCE, UNLESS A PROJECT SPECIFIC EROSION AND SEDIMENT CONTROL PLAN IS APPROVED AS PART OF THE SFWMD PERMIT, IN WHICH CASE THE PRACTICES MUST BE IN ACCORDANCE WITH THE PLAN. IF SITE SPECIFIC CONDITIONS REQUIRE ADDITIONAL MEASURES DURING ANY PHASE OF CONSTRUCTION OR OPERATION TO PREVENT EROSION OR CONTROL SEDIMENT, BEYOND THOSE SPECIFIED IN THE EROSION AND SEDIMENT CONTROL PLAN, THE CONTRACTOR SHALL IMPLEMENT ADDITIONAL BEST MANAGEMENT PRACTICES AS NECESSARY, IN ACCORDANCE WITH THE SPECIFICATIONS IN CHAPTER 6 OF THE FLORIDA LAND DEVELOPMENT MANUAL: A GUIDE TO SOUND LAND AND WATER MANAGEMENT (FDEP REGULATION 1988). THE CONTRACTOR SHALL CORRECT ANY EROSION OR SHOALING THAT CAUSES ADVERSE IMPACTS TO THE WATER RESOURCES.
5. WITHIN 30 DAYS AFTER COMPLETION OF THE STORMWATER SYSTEM, THE CONTRACTOR MUST ASSIST IN SUBMITTING TO THE SFWMD THE FOLLOWING DISTRICT FORM EN-45, AS-BUILT CERTIFICATION BY A REGISTERED PROFESSIONAL, SIGNED AND SEALED BY AN APPROPRIATE PROFESSIONAL REGISTERED IN THE STATE OF FLORIDA AND TWO SETS OF AS-BUILT DRAWINGS WHEN A) REQUIRED BY A SPECIAL CONDITION OF THIS PERMIT, B) THE PROFESSIONAL USES AS-BUILT DRAWINGS TO SUPPORT THE AS-BUILT CERTIFICATION, OR C) WHEN THE COMPLETED SYSTEM SUBSTANTIALLY DIFFERS FROM PERMITTED PLANS. THIS SUBMITTAL WILL SERVE TO NOTIFY THE DISTRICT STAFF THAT THE SYSTEM IS READY FOR INSPECTION AND APPROVAL.
6. STABILIZATION MEASURES SHALL BE INITIATED FOR EROSION AND SEDIMENT CONTROL ON DISTURBED AREAS AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN SEVEN (7) DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED.
7. THE STORMWATER MANAGEMENT SYSTEM MUST BE COMPLETE IN ACCORDANCE WITH THE PERMITTED PLANS AND PERMIT CONDITIONS PRIOR TO THE INITIATION OF THE PERMITTED USE OF SITE INFRASTRUCTURE. THE SYSTEM MUST BE COMPLETE IN ACCORDANCE WITH THE PERMITTED PLANS AND PERMIT CONDITIONS PRIOR TO TRANSFER AND RESPONSIBILITY FOR OPERATION AND MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEM TO A RESPONSIBLE ENTITY.
8. IF DEWATERING IS TO OCCUR DURING ANY PHASE OF CONSTRUCTION OR THEREAFTER AND THE SURFACE WATER PUMP(S), WELLS OR FACILITIES ARE CAPABLE OF WITHDRAWING ONE MILLION GALLONS OF WATER PER DAY OR MORE OR AN AVERAGE OF 100,000 GALLONS PER DAY OR MORE OVER A YEAR AND ANY DISCHARGE IS TO BE OFF-SITE, THE CONTRACTOR MUST APPLY FOR AND OBTAIN A CONSUMPTIVE USE PERMIT (40E-2) FROM THE DISTRICT. CONTRACTOR SHALL NOTIFY THE ENGINEER IF ADDITIONAL INFORMATION OR APPLICATION MATERIALS ARE NEEDED.
9. MONITORING SHALL BE PERFORMED DAILY. MONITORING POINTS SHALL BE 100 FEET DOWNSTREAM OF DISCHARGE POINT. CONTRACTOR SHALL PROVIDE REPORTS TWICE A WEEK ON TUESDAYS AND FRIDAYS. SAMPLING TO TAKE PLACE IN MIDDLE OF CHANNEL MEASURING FOR TURBIDITY. WORK MUST CEASE WHEN TURBIDITY EXCEEDS 29 NTU'S. MONITORING TO BE PERFORMED ON DAYS WHEN EXISTING OUTFALL STRUCTURE DISCHARGES TO THE OUTFALL.

SFWMD PERMIT SPECIAL CONDITIONS

1. DISCHARGE FACILITIES ARE TO BE THROUGH PREVIOUSLY PERMITTED FACILITIES.
2. THE PERMITTEE SHALL BE RESPONSIBLE FOR THE CORRECTION OF ANY EROSION, SHOALING OR WATER QUALITY PROBLEMS RESULTED FROM THE CONSTRUCTION OR OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM.
3. MEASURES SHALL BE TAKEN DURING CONSTRUCTION TO INSURE THAT SEDIMENTATION AND/OR TURBIDITY PROBLEMS ARE NOT CREATED IN THE RECEIVING WATER.
4. THE DISTRICT RESERVES THE RIGHT TO REQUIRE THAT ADDITIONAL WATER QUALITY TREATMENT METHODS BE INCORPORATED INTO THE DRAINAGE SYSTEM IF SUCH MEASURES ARE SHOWN TO BE NECESSARY.

TRAFFIC

CONTRACTOR SHALL MAINTAIN TRAFFIC AT ALL TIMES WHERE WORK IS IN PROGRESS. TRAFFIC CONTROL, BARRICADES, ETC., SHALL BE IN ACCORDANCE WITH APPLICABLE FDOT AND OSHA STANDARDS. IF ANY CONFLICT EXISTS BETWEEN THE STANDARDS, THE MORE STRINGENT GOVERNS, AS DETERMINED BY THE ENGINEER OF RECORD. CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE AND COUNTY RULES AND REGULATIONS GOVERNING THE USE OF STREETS FOR PROTECTION OF THE WORK AND PUBLIC SAFETY. MAINTENANCE OF TRAFFIC SHALL BE PROVIDED BY CONTRACTOR IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (2011 EDITION).

CLEAN-UP

1. THE CONTRACTOR SHALL MAINTAIN THE JOB SITE IN A NEAT CONDITION AT ALL TIMES AND SHALL RESTORE/REPAIR ALL DRIVEWAYS, SIDEWALKS, UTILITIES, LANDSCAPING, IRRIGATION SYSTEMS, ETC., AFFECTED BY CONSTRUCTION ACTIVITIES.
2. THE CONTRACTOR SHALL REMOVE ALL EXCESS MATERIALS, DEBRIS, EQUIPMENT, ETC., FROM THE JOBSITE IMMEDIATELY AFTER COMPLETION OF CONSTRUCTION OPERATIONS.
3. FOR FURTHER SITE MAINTENANCE REQUIREMENTS, THE CONTRACTOR IS REFERRED TO THE "AGREEMENT BETWEEN OWNER AND CONTRACTOR".
4. UNLESS OTHERWISE SPECIFIED OR NOTED, ALL DISTURBED AREAS ARE TO BE RESTORED BY CONTRACTOR TO PRE-CONSTRUCTION CONDITION OR BETTER PRIOR TO ACCEPTANCE BY THE CITY OF PORT ST. LUCIE.

GEOTECHNICAL RECOMMENDATIONS BY ARDAMAN & ASSOCIATES, INC.

ROADWAY CONSTRUCTION SHOULD BE PERFORMED IN ACCORDANCE WITH THE APPROPRIATE SECTIONS OF THE CURRENT EDITION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, IN ACCORDANCE WITH THESE SPECIFICATIONS. THE REMOVAL OF ANY ORGANIC MATERIALS (A-8 SOILS) INCLUDING TOPSOIL AS ENCOUNTERED AND ANY PLASTIC SOIL (A-2-6) SHOULD BE ACCOMPLISHED IN ACCORDANCE WITH FDOT STANDARD INDEX 500 UNLESS OTHERWISE INDICATED ON THE PLANS. BACKFILL AND ANY IMPORTED FILL MATERIALS SHOULD GENERALLY CONSIST OF SELECT MATERIAL (A-3 AND A-2-4) COMPACTED IN ACCORDANCE WITH SECTION 120 OF THE STANDARD SPECIFICATIONS. IN-PLACE DENSITY TESTS SHOULD BE PERFORMED ON THE STRIPPED GROUND SURFACE (FOLLOWING PROOF-ROLLING) AND THE FILL SOILS TO VERIFY THE SPECIFIED DEGREE OF COMPACTION. THE MINIMUM DENSITY TEST FREQUENCY SHOULD BE IN ACCORDANCE WITH THE FDOT MATERIALS SAMPLING, TESTING, AND REPORTING GUIDE. FILL PLACEMENT AND SIDE SLOPES FOR EMBANKMENT CONSTRUCTION ARE PRESENTED IN THE FDOT STANDARD INDEX 505. WE NOTE THAT A-2-4 TYPE SOILS WILL LIKELY BE ENCOUNTERED ALONG MUCH OF THE ALIGNMENT WITHIN THE UPPER 5 FEET. THE A-2-4 TYPE SOILS CAN BE USED FOR ROADWAY CONSTRUCTION USING STRICT MOISTURE CONTROL (IN-PLACE MOISTURE NEAR OPTIMUM MOISTURE CONTENT AS DETERMINED BY THE PROCTOR TEST), SPECIAL COMPACTION EQUIPMENT (I.E. SHEEPSFOOT-TYPE ROLLERS, ETC.) AND ALLOWING TIME FOR THE MATERIAL TO DRY SUFFICIENTLY. MAY ALSO BE NEEDED TO USE THESE SOILS IN CONSTRUCTION.

IF A-2-4 SOILS EXCAVATED FROM BELOW THE GROUNDWATER TABLE ARE TO BE USED FOR EMBANKMENT FILL, ARDAMAN RECOMMENDS STOCKPILING THE EXCAVATED CLAYEY/SILTY SOILS AS HIGH AS POSSIBLE SO AS TO INCREASE THE RATE OF DRAINAGE. PRIOR TO THEIR USE, THE SOILS SHOULD BE SPREAD OUT AND DISCED TO FURTHER REDUCE MOISTURE LEVELS. NEVERTHELESS, SOIL WITH HIGH PERCENTAGE OF FINES WILL BE SLOW IN DRAINING AND MAY PRESENT PROBLEMS DURING COMPACTION EFFORTS.

IN AN ATTEMPT TO MINIMIZE DISTURBANCE OF THE PLASTIC A-2-6 SOILS WHICH ARE TO REMAIN AS INDICATED ON THE PROJECT PLANS, IT MAY BE PRUDENT TO UTILIZE RELATIVELY LIGHT COMPACTION EQUIPMENT DURING PROOFROLLING AND OTHER COMPACTION OPERATIONS IN AREAS WHERE THESE SOILS EXIST NEAR THE SURFACE. ARDAMAN RECOMMENDS STATIC ROLLING THE SUBGRADE TO MINIMIZE POTENTIAL "SOFTENING" OF THE PLASTIC MATERIAL. THE VIBRATIONS CREATED BY A VIBRATORY ROLLER MAY RESULT IN CAPILLARY RISE OF THE MOISTURE IN THE CLAYEY MATERIAL AND SUBSEQUENT DETERIORATION OF THE INTEGRITY OF THIS STRATUM. PLEASE NOTE THAT THESE SUGGESTIONS MAY NECESSITATE THE COMPACTION OF ROADWAY MATERIALS IN LIFTS THINNER THAN THOSE TYPICALLY RECOMMENDED.

ARDAMAN NOTES THAT THE SOIL SURVEY INDICATES THAT THE SOIL TYPES ON THE SITE WILL USUALLY HAVE A NORMAL SEASONAL HIGH GROUNDWATER TABLE WITHIN 10 INCHES BELOW THE NATURAL GROUND SURFACE FOR SEVERAL MONTHS OUT OF THE YEAR AS WELL AS A PERCHED WATER TABLE (DUE TO SHALLOW CLAYEY SOILS) DURING THE WET SEASON AND/OR IMMEDIATELY FOLLOWING PERIODS OF HEAVY RAINFALL. WE NOTE THAT THE SHALLOW CLAYEY SOILS (A-2-4 AND A-2-6) ARE VERY SENSITIVE TO MOISTURE AND WILL BE DIFFICULT TO COMPACT IF THEY ARE DISTURBED AND/OR BECOME WET. OVEREXCAVATION OF CLAYEY SOILS MAY BE DESIRABLE IN SOME AREAS WITH THE REMOVED SOILS REPLACED WITH CLEAN SANDS.

CAREFUL ENGINEERING INSPECTION SHOULD BE PERFORMED DURING ALL PHASES OF THE EARTHWORK. ANY INDICATIONS OF SOFT OR YIELDING AREAS MAY REQUIRE FURTHER EXPLORATIONS, OVER-EXCAVATION OF SOILS THAT YIELD DURING PROOFROLLING AND SUBSEQUENT BASE CONSTRUCTION, AND REPLACEMENT WITH COMPACTED SAND BACKFILL MAY BECOME NECESSARY TO FACILITATE CONSTRUCTION.

THE CONTRACTOR SHALL NOTE THE POTENTIAL DIFFICULTY IN DEWATERING, USING STRICT MOISTURE CONTROL AND ANY SPECIAL COMPACTION EQUIPMENT FOR A-2-4 AND A-2-6 SOILS MAINTAINING POSITIVE SITE DRAINAGE, PROTECTING EXPOSED SOILS FROM RAINFALL AND WRAPPING PIPE JOINTS.

ANY OVEREXCAVATION THAT IS NEEDED SHALL BE ACCOUNTED FOR IN THE UNIT PRICE FOR EXCAVATION.

LOCAL PUBLIC WORKS DEPARTMENT CONSTRUCTION FIELD OBSERVATIONS

UTILITIES
- PIPE LAYING WITHIN PUBLIC RIGHT-OF-WAY.
- JACK AND BORING WITHIN PUBLIC RIGHT-OF-WAY.
- RESTORATION OF RIGHT-OF-WAY.

TESTING
- FLORIDA BEARING VALUE TEST RESULTS.
- COMPACTION TEST.
- BASE MATERIAL TEST RESULTS.
- ASPHALT TEST RESULTS.
- COMPACTION TEST REQUIRED BENEATH ALL MANHOLES.

WATER AND SEWER
- DEPARTMENT OF ENVIRONMENTAL PROTECTION CERTIFICATION FOR BOTH WATER AND SEWER (OPERATION AND MAINTENANCE) IF APPLICABLE.
- HEALTH DEPARTMENT CERTIFICATION, IF APPLICABLE.
- BACTERIOLOGICAL FOR WATER MAINS.
- UTILITY ACCEPTANCE FOR OPERATION AND MAINTENANCE, IF APPLICABLE.

CERTIFICATION AND RECORD DRAWINGS
- SEE AS-BUILT NOTES.

SIGNED AND SEALED CERTIFICATION BY THE LOCAL UTILITY COMPANY, FOR COMPLIANCE WITH APPROVED PLANS AND SPECIFICATIONS ALONG WITH RECORD DRAWINGS FOR THE PROJECT.

ENGINEER OF RECORD INSPECTION REQUIREMENTS

CONTRACTOR TO CALL CONTRACT ENGINEER OF RECORD 48 HOURS IN ADVANCE FOR FOLLOWING INSPECTIONS:
1. PRE-CONSTRUCTION MEETING
2. DRAINAGE PIPE (UNCOVERED)
3. WATER AND SANITARY SEWER PIPE INSTALLATION (UNCOVERED)
4. TESTING WATER PIPE LINE, BACTERIOLOGICAL AND SANITARY SEWER
5. PAVEMENT SUBGRADE
6. PAVEMENT BASE
7. FINAL

UTILITY COMPANIES

48 HOURS BEFORE DIGGING CALL SUNSHINE STATE ONE CALL CENTER,
TOLL FREE 1-800-432-4770

FLORIDA POWER AND LIGHT
[illegible] SE BRANDON CIRCLE
PORT ST. LUCIE, FL [illegible]
772-337-7001

CITY OF PORT ST. LUCIE UTILITIES SYSTEMS DEPARTMENT
900 SE OCEAN LANE
PORT ST. LUCIE, FLORIDA [illegible]
(772)-873-6400

HOME TOWN CABLE TV, LLC
1290 A BILTMORE STREET
PORT ST. LUCIE, FL 34984
772-871-0001

FLORIDA CITY GAS
1304 SW BAYSHORE BOULEVARD
PORT ST. LUCIE, FL 34983
PHONE 1-800-993-7546

SURVEYOR

CITY OF PORT ST. LUCIE
(772) 871-7842

GEOTECHNICAL ENGINEER

ARDAMAN & ASSOCIATES, INC.
[illegible] CONCOURSE PLACE, UNIT 1
PORT ST. LUCIE, FL 34986
(772) 878-[illegible]

ENGINEER OF RECORD INSPECTION REQUIREMENTS								
	F.B.V.		DENSITY		L.B.R.		THICKNESS	
	MAX. SPACING		MAX. SPACING		MAX. SPACING		MAX. SPACING	
	LINEAR FEET	SQUARE FEET	LINEAR FEET	SQUARE FEET	LINEAR FEET	SQUARE FEET	LINEAR FEET	SQUARE FEET
COMPACTED OR STABILIZED GRADE	700	5,000	200	5,000	200	5,000	300	10,000
ROCK BASE	—	—	300	10,000	300	10,000	300	10,000
SHELL ROCK	—	—	300	10,000	—	—	300	10,000
ASPHALT	—	—	—	—	—	—	PER INSP.	PER INSP.
ALL TESTING SHALL BE TAKEN IN A STAGGERED SAMPLING PATTERN FROM A POINT 12" INSIDE THE LEFT EDGE OF THE ITEM TESTED TO THE CENTER, TO A POINT INSIDE OF THE RIGHT EDGE								

CALL 48 HOURS BEFORE YOU DIG IN FLORIDA
1-800-432-4770
IT'S THE LAW
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADOPTION BY CAPTEC ENGINEERING, INC. SHALL BE WITHOUT LIABILITY TO CAPTEC ENGINEERING, INC.

Civil Engineering Professionals
301 NW Flagler Ave
Stuart, Florida 34994
Phone: (772) 692-4344
Fax: (772) 692-4341
Engineering Business No. EB-0007567

DATE: 5/23/2012
DRAWN BY: EBB
DESIGNED BY:
CHECKED BY: JWC
PROJECT No.: 1356.18
HORZ. SCALE: N/A
VERT. SCALE: N/A
CADD FILE: 11356.18 notes

NO.	DATE	BY	REVISIONS
3	6/25/2012	EBB	100% PLANS
2	4/23/2012	EBB	90% PLANS
1	5/8/2012	EBB	50% PLANS

SCALE VERIFICATION
SOLID BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

FAIRGREEN ROAD EXTENSION
CITY OF PORT ST. LUCIE, FLORIDA
GENERAL NOTES

Joseph W. Capra, P.E.
301 N.W. Flagler Ave.
Stuart, Florida 34994
P.E. No. 37938

Printed Date:

JOB No.: 1356.18
SHEET 8 OF 8

ATTACHMENT C
E_BID #20120076

Roadway Soil Survey
SW Fairgreen Road Extension
SW Salvatierra Blvd. to Crosstown Pkwy.
Port St. Lucie, St. Lucie County, Florida

Ardaman & Associates, Inc.

OFFICES

Orlando, 8008 S. Orange Avenue, Orlando, Florida 32809, Phone (407) 855-3860
Bartow, 1525 Centennial Drive, Bartow, Florida 33830, Phone (863) 533-0858
Cocoa, 1300 N. Cocoa Blvd., Cocoa, Florida 32922, Phone (321) 632-2503
Fort Myers, 9970 Bavaria Road, Fort Myers, Florida 33913, Phone (239) 768-6600
Miami, 2608 W. 84th Street, Hialeah, Florida 33016, Phone (305) 825-2683
Port Charlotte, 740 Tamiami Trail, Unit 3, Port Charlotte, Florida 33954, Phone (941) 624-3393
Port St. Lucie, 460 Concourse Place NW, Unit 1, Port St. Lucie, Florida 34986, Phone (772) 878-0072
Sarasota, 2500 Bee Ridge Road, Sarasota, Florida 34239, Phone (941) 922-3526
Tallahassee, 3175 West Tharpe Street, Tallahassee, Florida 32303, Phone (850) 576-6131
Tampa, 3925 Coconut Palm Drive, Suite 115, Tampa, Florida 33619, Phone (813) 620-3389
West Palm Beach, 2200 North Florida Mango Road, Suite 101, West Palm Beach, Florida 33409, Phone (561) 687-8200

MEMBERS:
A.S.F.E.
American Concrete Institute
American Society for Testing and Materials
Florida Institute of Consulting Engineers

Ardaman & Associates, Inc.

Geotechnical, Environmental and Materials Consultants

June 5, 2012
File No. 12-5431

City of Port St. Lucie
Engineering Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984-5099

Attention: Mr. Clyde A. Cuffy
Project Coordinator

Subject: Roadway Soil Survey
SW Fairgreen Road Extension
SW Salvatierra Blvd. to Crosstown Pkwy.
Port St. Lucie, St. Lucie County, Florida

Mr. Cuffy:

As requested and authorized, we have completed a roadway soil survey for the SW Fairgreen Road Extension project. The purposes of performing this exploration were to evaluate the general subsurface conditions within the proposed roadway extension area and to provide recommendations relative to site preparation and roadway construction.

This report has been prepared in accordance with generally accepted geotechnical engineering practices for specific application to the project areas indicated in this report. No other warranty, expressed or implied, is made. The soils information and recommendations submitted herein are based on the data obtained from the soil borings performed by our firm. This report does not reflect any variations which may occur adjacent to or between the borings. The nature and extent of the variations between the borings may not become evident until during construction.

It is a pleasure assisting you with this phase of the project. If you have any questions, or when we may be of further assistance to you, please do not hesitate to contact us.

Best regards,
ARDAMAN & ASSOCIATES, INC.
Florida Certificate of Authorization No. 5950

6/5/12

Dan J. Zrallack, P.E.
Branch Manager
Florida License No. 63911

Digitally signed by: Dan J. Zrallack, P.E.
DN: CN = Dan J. Zrallack, P.E. C = US O = Ardaman and Associates, Inc. OU = Florida License No. 63911
Date: 2012.06.05 11:50:01-04'00'
Reason: Document is certified

TABLE OF CONTENTS

Section		Page
1.0	**INTRODUCTION**	1
1.1	**Site Location**	1
1.2	**Project Considerations**	1
1.3	**Purpose and Scope of Project**	1
1.4	**Review of Available Data**	1
1.4.1	USGS Quadrangle Map	1
1.4.2	Soil Survey Map	2
2.0	**FIELD EXPLORATION PROGRAM**	2
2.1	**Auger Borings**	2
2.2	**Bulk Soil Samples**	2
2.3	**Test Locations**	2
2.4	**Measured Groundwater Levels**	3
3.0	**LABORATORY TESTING PROGRAM**	3
3.1	**Soil Classification and Index Properties**	3
3.2	**Limerock Bearing Ratio (LBR) Tests**	3
4.0	**CONCLUSIONS AND RECOMMENDATIONS**	3
4.1	**General Soil Stratigraphy and Existing Conditions**	3
4.2	**Groundwater Control**	4
4.3	**Normal Seasonal High Groundwater Table**	5
4.4	**Construction Considerations**	5

List of Tables

Table 1 USDA SCS Soil Survey – Soil Type Descriptions
Table 2 Laboratory Test Results - Soil Borings
Table 3 Summary of LBR Test Data

Enclosures

Figure 1 USGS Quadrangle Map
Figure 2 USDA SCS Soil Survey Map
Figure 3 Boring Location Plan
Figure 4 Soil Boring Profiles
Figure 5 Soil Survey Sheet

Appendix Limerock Bearing Ratio (LBR) Test Results (FM 5-515)

1.0 INTRODUCTION

1.1 Site Location

It is our understanding that the project consists of a roadway extension to SW Fairgreen Road from SW Salvatierra Boulevard to Crosstown Parkway in Port St. Lucie, St. Lucie County, Florida. The project limits are located within Sections 3 and 4, Township 37 South, Range 39 East. The approximate project limits are shown superimposed on a reproduction of the 1953 Fort Pierce SW, Florida USGS Quadrangle Map (photorevised 1983) presented as the USGS Quadrangle Map, Figure 1.

1.2 Project Considerations

It is our understanding that the proposed extension will consist of a two-lane, undivided roadway with stormwater run-off typically sheet flowing to adjacent roadside grassed areas and roadside swales. Based on our understanding of the project, the roadway extension was previously designed to include a median, turn lanes, sidewalks and other improvements but the project was cancelled shortly after construction started. Some existing drainage structures and pipes associated with the previous design are located within the right-of-way. It is our understanding that the drainage structures and associated piping may need to be removed and reinstalled to accommodate the new design.

1.3 Purpose and Scope of Project

The purposes of this project were to explore shallow subsurface conditions within the proposed roadway extension area and to provide a geotechnical engineering evaluation of the conditions encountered. We accomplished these purposes by:

- Obtaining and evaluating readily available geologic and Soil Survey data.
- Conducting auger borings at locations in the vicinity of the proposed roadway alignment and measuring groundwater levels where encountered.
- Inspecting recovered soil samples in our laboratory and performing tests on selected samples to aid in classification, and measuring soil Limerock Bearing Ratio (LBR) values on bulk samples obtained from the existing materials at the site.
- Analyzing and interpreting the field and laboratory data.
- Performing engineering analyses to develop recommendations for site preparation and roadway construction.

1.4 Review of Available Data

1.4.1 USGS Quadrangle Map

Based on our review of the 1953 Fort Pierce SW, Florida USGS Quadrangle Map (photorevised 1983), the ground surface elevation along the project alignment appears to be about +25 feet relative to the 1929 National Geodetic Vertical Datum (NGVD). Figure 1 reproduces the pertinent portion of this map.

1.4.2 Soil Survey Map

The Soil Survey of St. Lucie County, Florida, which was issued by the U.S. Department of Agriculture, Soil Conservation Service (SCS) in 1980, states that the predominant surficial soil types along the project alignment are *Winder loamy sand* and *Wabasso Variant sand.* Descriptions for these soil types are summarized in Table 1. The approximate project area is shown on a reproduction of the Soil Survey Map included as Figure 2.

Our soil borings generally encountered soil conditions similar to those described in the USDA Soil Survey for these soil types, with the exception of the top several feet of soils which may have been placed as fill during initial development of the area.

1.4.3 Potentiometric Surface Map

Based on our review of the "Potentiometric Surface of the Upper Floridan Aquifer in Florida and Parts of Georgia, South Carolina, and Alabama" map (dated May - June, 2010) published by the United States Geological Survey, the potentiometric elevation of the Upper Floridan Aquifer in the vicinity of the project corridor is approximately +40 feet NGVD or less. This indicates that the site may be in an area of potential artesian flow above the ground surface, considering the ground surface elevations shown on the Fort Pierce SW, Florida USGS Quadrangle Map.

2.0 FIELD EXPLORATION PROGRAM

2.1 Auger Borings

The field exploration program included performing twelve auger borings within the proposed roadway extension area at the approximate locations shown on the Boring Location Plan, Figure 3. The auger borings were conducted using a 3-inch diameter hand-held (bucket) auger to depths of 5 and 7 feet below the existing ground surface. The borings were backfilled with accumulated soil cuttings upon completion of the field exploration program. The results of the auger borings are shown on the Soil Boring Profiles, included as Figure 4.

2.2 Bulk Soil Samples

Four bulk soil samples were collected from locations within the proposed alignment and transferred to our laboratory for Limerock Bearing Ratio (LBR) tests. These samples were obtained from the existing roadway base material and underlying subgrade soils at the site to verify the suitability of the existing materials relative to the proposed roadway construction.

2.3 Test Locations

The locations of the soil borings and bulk soil samples were determined in the field by estimating distances from existing site features. The station and offset of each soil boring and bulk soil sample presented herein should be considered approximate and are in reference to the centerline of roadway depicted on the provided roadway plan sheets. The approximate locations of the soil borings are schematically illustrated on the Boring Location Plan, Figure 3. If more accurate locations are required, we recommend that the locations be surveyed by the project surveyor relative to a known benchmark.

2.4 Measured Groundwater Levels

As shown on the Soil Boring Profiles on Figure 4, groundwater was encountered at depths ranging from 6.2 to 6.5 feet below ground surface at the locations of the borings on the date drilled. Fluctuations in groundwater levels on this site should be anticipated throughout the year primarily due to seasonal variations in rainfall and other factors that may vary from the time the borings were conducted. Additionally, water may temporarily perch at higher levels atop the shallow clayey soils at the site following periods of heavy or prolonged rainfall events.

3.0 LABORATORY TESTING PROGRAM

3.1 Soil Classification and Index Properties

Our drillers observed the soil recovered from the auger, placed the recovered soil samples in moisture-proof containers, and maintained a log for each boring. The field soil boring logs and recovered soil samples were transported to our soils laboratory from the project site. Each soil sample was then visually classified by a geotechnical engineer in accordance with the American Association of State Highway and Transportation Officials (AASHTO) Soil Classification System (ASTM D-3282).

In addition, percent fines content and Atterberg limits tests were conducted on representative soil samples to aid in classification of the soils. The results of our tests are shown adjacent to the sample depth on the soil boring profiles presented on Figure 4 and are summarized on the Soil Survey Sheet presented as Figure 5. The resulting soil descriptions and the results of our tests are also summarized on Table 2.

3.2 Limerock Bearing Ratio (LBR) Tests

Four LBR tests were performed on the recovered bulk soil samples collected from the existing roadway base and underlying subgrade soils at the site. The LBR values with the corresponding maximum dry density and optimum moisture content are shown on Table 3. The results are shown graphically on the LBR curves presented in the Appendix.

4.0 CONCLUSIONS AND RECOMMENDATIONS

4.1 General Soil Stratigraphy and Existing Conditions

The results of the field exploration and laboratory testing programs are presented on the Soil Boring Profiles, Figure 4. The stratification of the soil boring profiles represents our interpretation of the field boring logs and the results of the laboratory examination of the recovered samples. The stratification lines represent the approximate boundary between soil types. The actual transitions may be more gradual than implied.

In brief, we found the site subsoils to consist primarily of fine silica sands and clayey fine sands to a maximum depth of 7 feet. Groundwater was encountered between depths of 6.2 and 6.5 feet below existing ground surface at some of the boring locations on the date drilled. A summary of the encountered soil types is provided in the following table.

Stratum No.	Description	Classification	
		AASHTO	Index 505
1	Brown and gray fine sand to slightly silty fine sand	A-3	S
2	Brown and gray slightly clayey to clayey fine sand	A-2-4	S
3	Brown to dark brown clayey fine sand	A-2-6	P

Soil Strata Nos. 1 and 2 (AASHTO Classifications A-3 and A-2-4) may be considered as "select" material based on FDOT criteria. The use of these soils relative to roadway construction should be in accordance with FDOT Standard Index 505.

The Soil Stratum No. 3 soils (A-2-6) are deemed "plastic" by the FDOT and, as such, are typically considered unsuitable for use in roadway construction. Recommendations relative to the use of clayey soils are presented below in Section 4.4.

We note that what appeared to be a former construction access road, consisting of less than 4 inches of coquina limerock roadway base material, is located in the general vicinity of the proposed roadway alignment. To explore the suitability of the existing base and underlying subgrade materials within the proposed roadway alignment, four bulk samples were collected for laboratory testing. The LBR values for the existing roadway base and subgrade soils at the site were determined by performing LBR tests. A summary of LBR test data is presented in Table 3 and LBR curves are presented in the Appendix. We note that if the pavement section will be placed on fill, the actual LBR values of final embankment soils will vary with the fill source. As shown in Table 3 and the Appendix, the LBR values for the samples of existing base material were 121 and 127. The LBR values for the samples of underlying stabilized subgrade were 43 and 47. These LBR values meet the typical specifications for roadway construction (LBR>100 for roadway base and LBR>40 for stabilized subgrade). Similar materials can be specified for use.

4.2 Groundwater Control

As shown on Figure 4, the groundwater table level was encountered at depths of 6.2 and 6.5 feet below the existing ground surface at some of the boring locations. Fluctuations in groundwater levels on this site should be anticipated throughout the year primarily due to seasonal variations in rainfall and other factors that may vary from the time the borings were conducted. Groundwater may temporarily perch at higher levels atop the shallow clayey soils at the site following periods of heavy or prolonged rainfall, and especially during the wet season. If groundwater control (dewatering) is required during construction, particularly for any deep utility installations, the means and methods of groundwater control should be the responsibility of the contractor.

4.3 Normal Seasonal High Groundwater Table

The normal seasonal high groundwater level each year is the level in the August-September period at the end of the rainy season during a year of normal (average) rainfall. The water table elevations associated with a flood would be much higher than the normal seasonal high groundwater level. The normal high water levels would more approximate the normal seasonal high groundwater levels.

The seasonal high groundwater level is affected by a number of factors. The drainage characteristics of the soils, the land surface elevation, relief points such as drainage ditches, lakes, rivers, swamp areas, etc., and distance to relief points are some of the more important factors influencing the seasonal high groundwater level. Based on our interpretation of the site conditions using the soil borings and the Soil Survey, the time of year and amount of rainfall preceding our exploration, we estimate the normal seasonal high groundwater level at the boring locations to be approximately 3½ to 4½ feet above the groundwater level measured in the boreholes at the time of our field exploration. Installing piezometer wells and monitoring seasonal fluctuations in water levels could be performed to further evaluate the normal seasonal high groundwater table level estimate if a more accurate estimate is desired.

The project drainage engineer should take into consideration that, after periods of heavy and/or prolonged rainfall, water may perch at shallower depths atop the near-surface clayey soils at the site.

4.4 Construction Considerations

Roadway construction should be performed in accordance with the appropriate sections of the current edition of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction. In accordance with these specifications, the removal of any organic materials (A-8 soils) including topsoil as encountered and any plastic soil (A-2-6) should be accomplished in accordance with FDOT Standard Index 500 unless otherwise indicated on the plans. Backfill and any imported fill materials should generally consist of select material (A-3 and A-2-4) compacted in accordance with Section 120-9 of the Standard Specifications. In-place density tests should be performed on the stripped ground surface (following proof-rolling) and the fill soils to verify the specified degree of compaction. The minimum density test frequency should be in accordance with the FDOT Materials, Sampling, Testing, and Reporting Guide. Fill Placement and Side Slopes for Embankment Construction are presented in the FDOT Standard Index 505.

We note that A-2-4 type soils will likely be encountered along much of the alignment within the upper 5 feet. The A-2-4 type soils can be used for roadway construction using strict moisture control (in-place moisture near optimum moisture content as determined by the Proctor test). Special compaction equipment (i.e., sheepsfoot-type rollers, etc.) and allowing time for the material to dry sufficiently may also be needed to use these soils in construction.

If A-2-4 soils excavated from below the groundwater table are to be used for embankment fill, we recommend stockpiling the excavated clayey/silty soils as high as possible so as to increase the rate of drainage. Prior to their use, the soils should be spread out and disced to further reduce moisture levels. Nevertheless, soil with high percentage of fines will be slow in draining and may present problems during compaction efforts.

In an attempt to minimize disturbance of the plastic A-2-6 soils which are to remain as indicated on the project plans, it may be prudent to utilize relatively light compaction equipment during proofrolling and other compaction operations in areas where these soils exist near the surface. We recommend static rolling the subgrade to minimize potential "softening" of the plastic material; the vibrations created by a vibratory roller may result in capillary rise of the moisture in the clayey material and subsequent deterioration of the integrity of this stratum. Please note that these suggestions may necessitate the compaction of roadway materials in lifts thinner than those typically recommended.

We note that the Soil Survey indicates that the soil types on the site will usually have a normal seasonal high groundwater table within 10 inches below the natural ground surface for several months out of the year, as well as a perched water table (due to shallow clayey soils) during the wet season and/or immediately following periods of heavy rainfall. We note that the shallow clayey soils (A-2-4 and A-2-6) are very sensitive to moisture and will be difficult to compact if they are disturbed and/or become wet. Overexcavation of clayey soils may be desirable in some areas, with the removed soils replaced with clean sands.

Careful engineering inspection should be performed during all phases of the earthwork. Any indications of soft or yielding areas may require further explorations. Over-excavation of soils that yield during proofrolling and subsequent base construction, and replacement with compacted sandy backfill may become necessary to facilitate construction.

We also recommend that the designer add notes to the plans relative to potential difficulty in dewatering, using strict moisture control and any special compaction equipment for A-2-4 and A-2-6 soils, maintaining positive site drainage, protecting exposed soils from rainfall, and wrapping pipe joints.

TABLE 1

Review of Soil Survey Map
SW Fairgreen Road Extension
SW Salvatierra Boulevard to Crosstown Parkway
Port St. Lucie, St. Lucie County, Florida

Soil Map Unit	Description	Approximate Depth to Seasonal High Groundwater Table (According to Soil Survey)
49 – Wabasso Variant sand	Poorly drained, nearly level soil found in flatwood areas. Typically, the surface layer is black sand about 5 inches thick and the subsurface layer is gray sand about 14 inches thick. The substratum extends to a depth of 80 inches or more. In sequence, it is light gray very gravelly sandy loam in the upper 4 inches; brown sand and loamy sand containing calcium carbonate nodules in the next 9 inches; light olive brown, calcareous sandy loam in the next 5 inches; light olive gray loamy sand that contains shell fragments in the next 18 inches; and gray sandy loam and sandy clay loam that contain shell fragments in the lower part.	The water table is at a depth of less than 10 inches for less than 2 months in wet seasons and between depths of 10 to 40 inches for more than 6 months during most years. It is perched above the subsoil during the summer rainy season and after periods of heavy rainfall. The water table is at a depth of 40 inches or more during the dry season. Permeability is rapid in the surface and subsurface layers and substratum, moderate in the dark sandy subsoil, and very slow to slow in the loamy subsoil.
55 – Winder loamy sand	Poorly drained, nearly level soil in hammocks and along drainageways. Typically, the surface layer is 6 inches thick. It is black loamy sand in the upper 3 inches and very dark gray loamy sand in the lower 3 inches. The subsurface layer is sand 6 inches thick. It is grayish brown in the upper 3 inches and light brownish gray in the lower 3 inches. The subsoil extends to a depth of 61 inches. In sequence, it is dark grayish brown sandy clay loam with a few light brownish gray sandy tongues of the subsurface layer in the upper 9 inches; gray sandy clay loam in the next 12 inches; dark gray sandy loam in the next 16 inches; and gray loamy sand in the lower 12 inches. The substratum, to a depth of 80 inches or more, is light gray sand.	The water table is at a depth of less than 10 inches for 2 to 4 months and between depths of 10 to 40 inches for most of the rest of the year. Only in short periods in dry seasons is the water table below a depth of 40 inches. Permeability is rapid in the surface and subsurface layers. It is slow to very slow in the subsoil and moderate to rapid in the substratum.

TABLE 2

Laboratory Test Results - Soil Borings
SW Fairgreen Road Extension
SW Salvatierra Boulevard to Crosstown Parkway
Port St. Lucie, St. Lucie County, Florida

Station*	Offset* (ft)	Stratum No.	Sample Depth (ft)	Natural Moisture Content (%)	Percent Passing Sieve Size (%)					Liquid Limit	Plasticity Index	Organic Content (%)	AASHTO Classification
					No. 10	No. 40	No. 60	No. 100	No. 200				
21+00	22R	2	2.7	---	—	—	—	—	16	—	—	—	A-2-4
19+20	6L	2	2	—	—	—	—	—	—	22	4	—	A-2-4
19+20	6L	3	4	—	—	—	—	—	—	24	12	—	A-2-6
13+90	10R	3	3.2	—	—	—	—	—	26	—	—	—	A-2-6

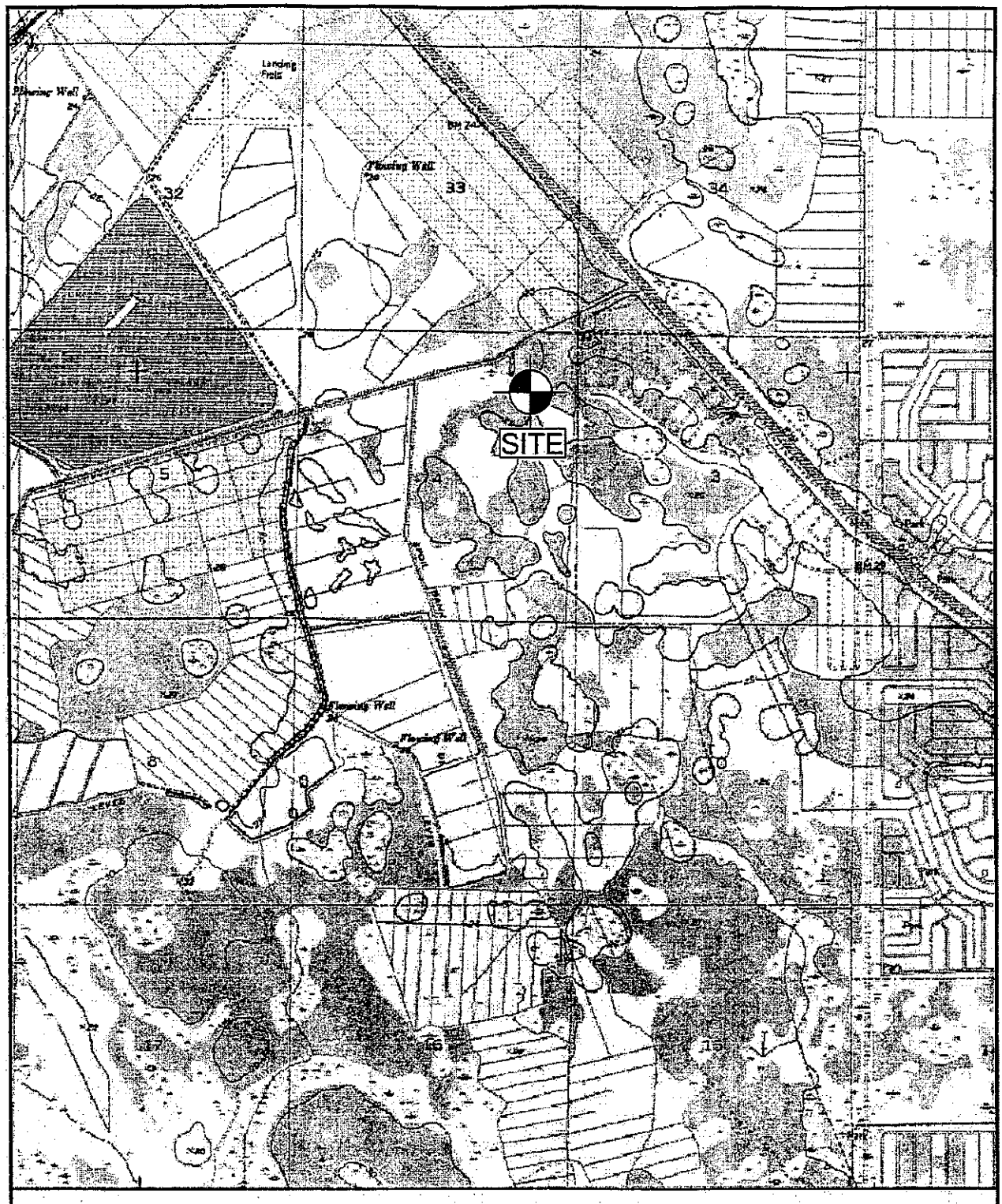
* Station and offset referenced from centerline of construction of the SW Fairgreen Road Extension plan sheets prepared by Captec Engineering, Inc.
The symbol "—" represents an unmeasured parameter.

TABLE 3

Summary of LBR Test Data
SW Fairgreen Road Extension
SW Salvatierra Boulevard to Crosstown Parkway
Port St. Lucie, St. Lucie County, Florida

Station*	Offset* (ft)	Sample Depth (inches)	Material Type	Maximum Dry Density (pcf)	Optimum Moisture Content (%)	LBR Value
19+30	8R	0 – 3	Base	124	9	127
19+30	8R	4 – 16	Stabilized Subgrade	121	10	56
14+00	9L	0 – 3	Base	128	8	121
14+00	9L	4 – 16	Stabilized Subgrade	110	9	47

* Station and offset referenced from centerline of construction of the SW Fairgreen Road Extension plan sheets prepared by Captec Engineering, Inc.



SITE LOCATION MAP

SECTIONS: 3 & 4
TOWNSHIP: 37 SOUTH
RANGE: 39 EAST

1953 USGS QUADRANGLE MAP
FORT PIERCE SW, FLORIDA
(PHOTOREVISED 1983)

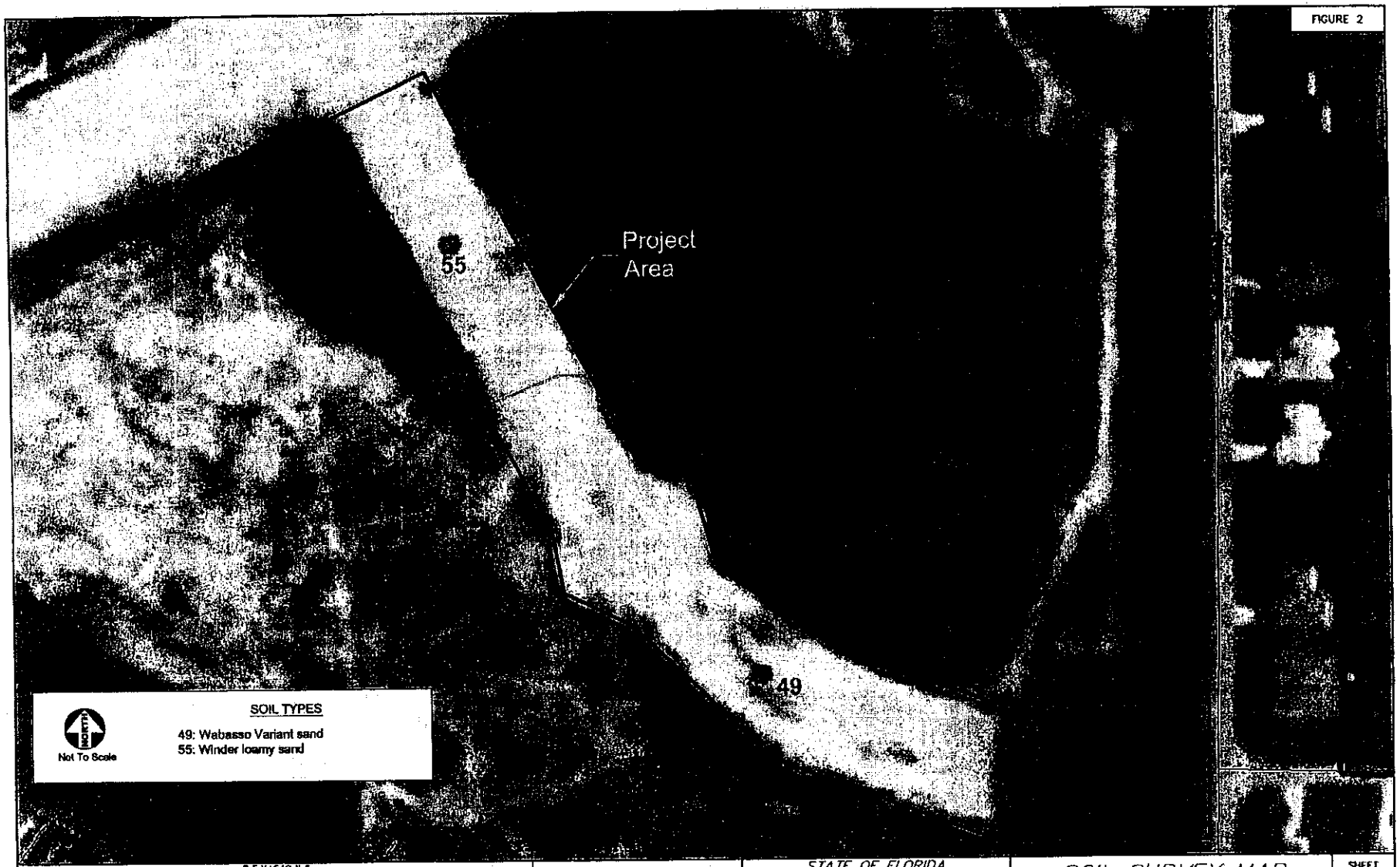
N.T.S.

Ardaman & Associates, Inc.
Geotechnical, Environmental and Materials Consultants

Roadway Soil Survey
SW Fairgreen Road Extension
St. Lucie County, Florida

FILE NO.	APPROVED BY:	FIGURE:
12-5431	DJZ	1

FIGURE 2



REVISIONS		
	DATE	DESCRIPTION

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SOIL SURVEY MAP	SHEET NO.
ROAD NO.	COUNTY	FINANCIAL PROJECT ID	SW FAIRGREEN ROAD EXTENSION	---
---	ST. LUCIE	---		

FIGURE 3

REVISIONS			
		DATE	DESCRIPTION

DAN J. SMALLICK, P.E.
FL. LICENSE NO. 43011
ARDAMAN & ASSOCIATES, INC.
400 NW CONCOURSE PLACE, UNIT 1
PORT ST. LUCIE, FL 34986
FL. CERT. OF AUTHORIZATION 3686

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

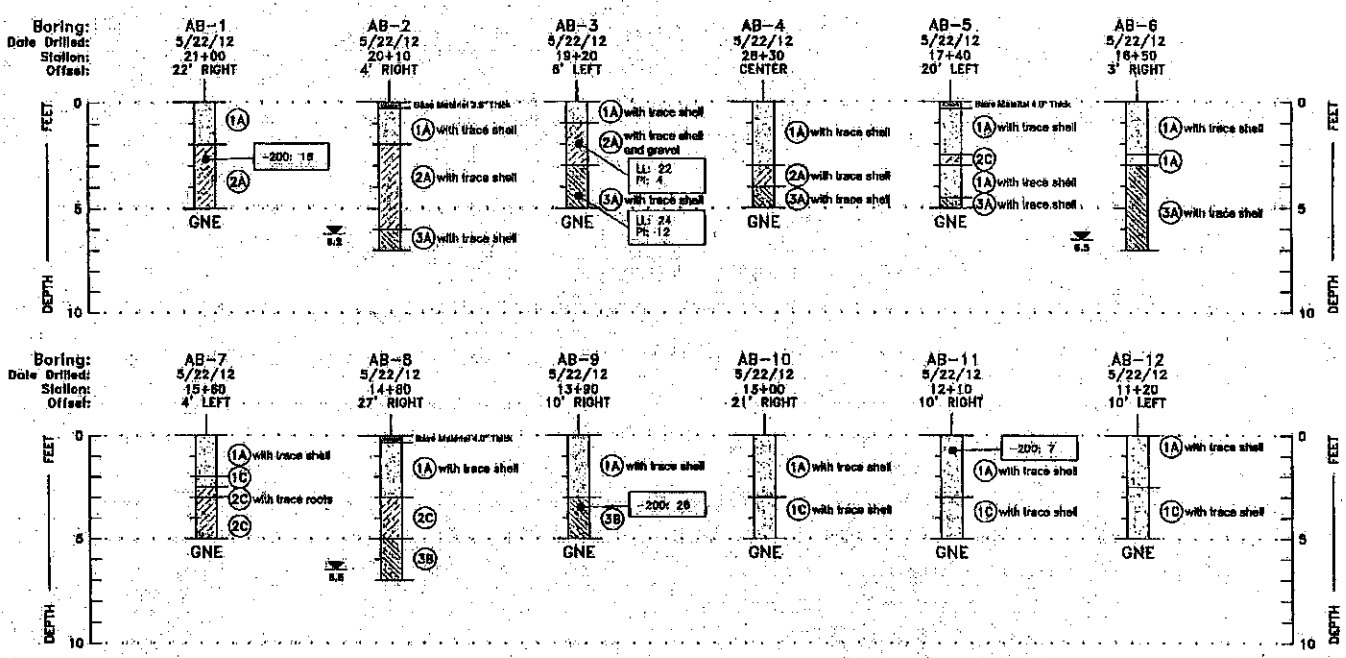
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
---	ST. LUCIE	---

BORING LOCATION PLAN

SW FAIRGREEN ROAD EXTENSION

SHEET NO. ---

FIGURE 4



LEGEND

SOIL TYPE	AASHTO CLASSIFICATION	DESCRIPTION
1	A-3	FINE SAND TO SLIGHTLY SILTY FINE SAND
2	A-2-4	CLAYEY FINE SAND
3	A-2-4	CLAYEY FINE SAND

COLORS

A LIGHT BROWN TO BROWN

B DARK BROWN

C GRAY TO DARK GRAY

GNE GROUNDWATER NOT ENCOUNTERED

-200 PERCENT PASSING NO. 200 SIEVE SIZE (PERCENT FINES)(ASTM D-1140)

WATER LEVEL MEASURED ON DATE BORING INITIATED

WHILE THE BORINGS ARE REPRESENTATIVE OF SURFACE CONDITIONS AT THEIR RESPECTIVE LOCATIONS AND FOR THEIR RESPECTIVE VERTICAL REACHES, LOCAL VARIATIONS CHARACTERISTIC OF THE SUBSURFACE MATERIALS OF THE REGION ARE ANTICIPATED AND MAY BE ENCOUNTERED. THE BORING LOGS AND RELATED INFORMATION ARE BASED ON THE DRILLER'S LOGS AND VISUAL EXAMINATION OF SELECTED SAMPLES IN THE LABORATORY. THE DELINEATION BETWEEN SOIL TYPES SHOWN ON THE LOGS IS APPROXIMATE AND THE DESCRIPTION REPRESENTS OUR INTERPRETATION OF SUBSURFACE CONDITIONS AT THE DESIGNATED BORING LOCATIONS ON THE PARTICULAR DATE DRILLED.

GROUNDWATER ELEVATION SHOWN ON THE BORING LOG REPRESENTS THE GROUNDWATER SURFACES ENCOUNTERED ON THE DATE SHOWN. FLUCTUATIONS IN WATER TABLE LEVELS SHOULD BE ANTICIPATED THROUGHOUT THE YEAR.

NOTES: 1. BORING STATION/OFFSET REFERENCED TO CENTERLINE OF CONSTRUCTION.

REVISIONS		
	DATE	DESCRIPTION

DAN J. ZIMMLACK, P.E.
FL. LICENSE NO. 63911
MORAN & ASSOCIATES, INC.
480 NW CONCORDIA PLACE, UNIT 1
PORT ST. LUCIE, FL 34986
FL. CERT. OF AUTHORIZATION 3958

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
---	ST. LUCIE	---

BORING PROFILES

SW FAIRGREEN ROAD EXTENSION

SHEET NO. ---

APPENDIX

Limerock Bearing Ratio (LBR) Test Results (FM 5-515)

FIGURE 5

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
MATERIALS AND RESEARCH

DATE OF SURVEY: JUNE 5, 2012
SURVEY MADE BY: ARDAMAN & ASSOCIATES & INC.
SUBMITTED BY:

FINANCIAL PROJECT ID : N/A

DISTRICT: ---
ROAD NO.: SW FAIRGREEN RD
COUNTY: ST. LUCIE

CROSS SECTION SOIL SURVEY FOR THE DESIGN OF ROADS

SURVEY BEGINS STA. : 10+00 SURVEY ENDS STA. : 22+11.1

	ORGANIC CONTENT		MOISTURE CONTENT		SIEVE ANALYSIS RESULTS PERCENTAGE PASSING						ATTERBERG LIMITS (%)			SOIL CLASSIFICATION			CORROSION TEST RESULTS				
STRATUM NO.	NO. OF TESTS	% ORGANIC	NO. OF TESTS	% MOISTURE	NO. OF TESTS	10 MESH	40 MESH	60 MESH	100 MESH	200 MESH	NO. OF TESTS	LIQUID LIMIT	PLASTICITY INDEX	UNIFIED GROUP	AASHTO GROUP	DESCRIPTION	NO. OF TESTS	RESISTIVITY ohms cm	CHLORIDE ppm	SULFATES ppm	pH
1	---	---	---	---	1	---	---	---	---	7.0	---	---	---	SP/SP-SM	A-3	BROWN AND GRAY FINE SAND TO SLIGHTLY STILY FINE SAND	---	---	---	---	---
2	---	---	---	---	1	---	---	---	---	18.0	1	22	4	SC	A-2-4	BROWN AND GRAY CLAYEY FINE SAND	---	---	---	---	---
3	---	---	---	---	1	---	---	---	---	28.0	1	24	12	SC	A-2-6	BROWN TO DARK BROWN CLAYEY FINE SAND	---	---	---	---	---

EMBANKMENT AND SUBGRADE MATERIAL

STRATA BOUNDARIES ARE APPROXIMATE. MAKE FINAL CHECK AFTER GRADING

1. STRATA BOUNDARIES ARE APPROXIMATE AND REPRESENT SOIL STRATA AT EACH TEST HOLE LOCATION ONLY. ANY STRATUM CONNECTING LINES THAT ARE SHOWN ARE FOR ESTIMATING EARTHWORK ONLY AND DO NOT INDICATE ACTUAL STRATUM LIMITS. SUBSURFACE VARIATIONS BETWEEN BORINGS SHOULD BE ANTICIPATED. FOR FURTHER DETAILS SEE SECTION 120-3.
2. THE SYMBOL "___" REPRESENTS AN UNMEASURE PARAMETER
3. THE SYMBOL "NP" REPRESENTS NON-PLASTIC
4. THE MATERIAL FROM STRATUM NUMBER 1 IS SELECT AND APPEARS TO BE SATISFACTORY FOR USE IN THE EMBANKMENT WHEN UTILIZED IN ACCORDANCE WITH INDEX 505 OF THE FDOT DESIGN STANDARDS.
5. THE MATERIAL FROM STRATUM NUMBER 2 APPEARS SATISFACTORY FOR USE IN THE EMBANKMENT WHEN UTILIZED IN ACCORDANCE WITH INDEX 505 OF THE FDOT DESIGN STANDARDS. HOWEVER, THIS MATERIAL IS LIKELY TO RETAIN EXCESS MOISTURE AND MAY BE DIFFICULT TO DRY AND COMPACT.
6. THE MATERIAL FROM STRATUM NUMBER 3 IS CONSIDERED TO BE PLASTIC AND SHALL BE REMOVED IN ACCORDANCE WITH INDEX 500 OF THE FDOT DESIGN STANDARDS UNLESS OTHERWISE INDICATED ON THE PLANS.
7. TOPSOIL AND OTHER ORGANIC MATERIAL (ORGANIC CONTENT > 7%) ENCOUNTERED DURING CONSTRUCTION SHALL BE REMOVED IN ACCORDANCE WITH INDEX 500 OF THE FDOT STANDARDS UNLESS OTHERWISE INDICATED BY THE PROJECT GEOTECHNICAL ENGINEER.

REVISIONS			
		DATE	DESCRIPTION

SAM J. ZRALLACK, P.E.
FL. LICENSE NO. [illegible]
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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
---	ST. LUCIE	---

SOIL SURVEY SHEET

SW FAIRGREEN ROAD EXTENSION

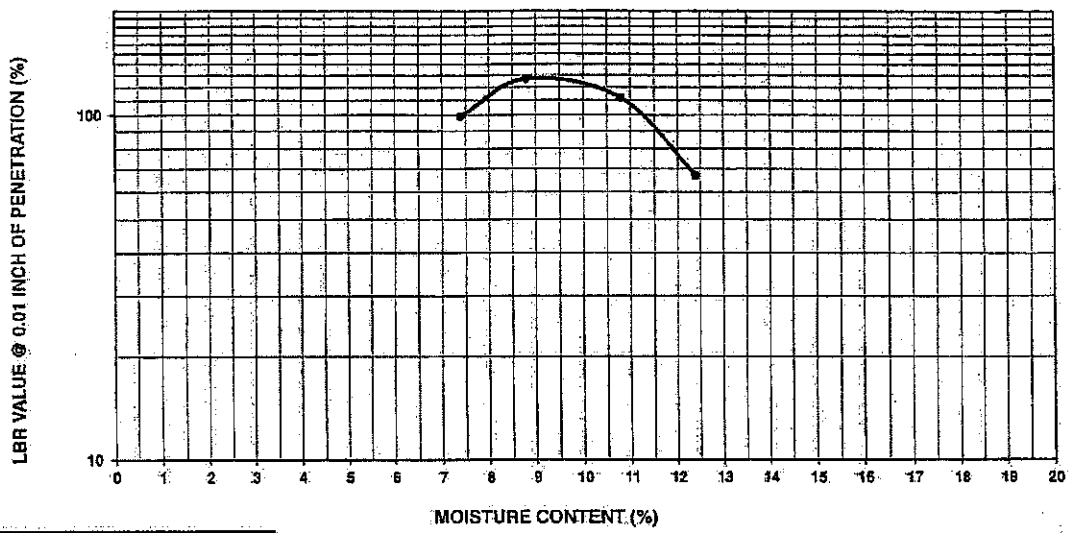
SHEET NO. ---

Ardaman
& Associates, Inc.
Certificate of Authorization No. 5950

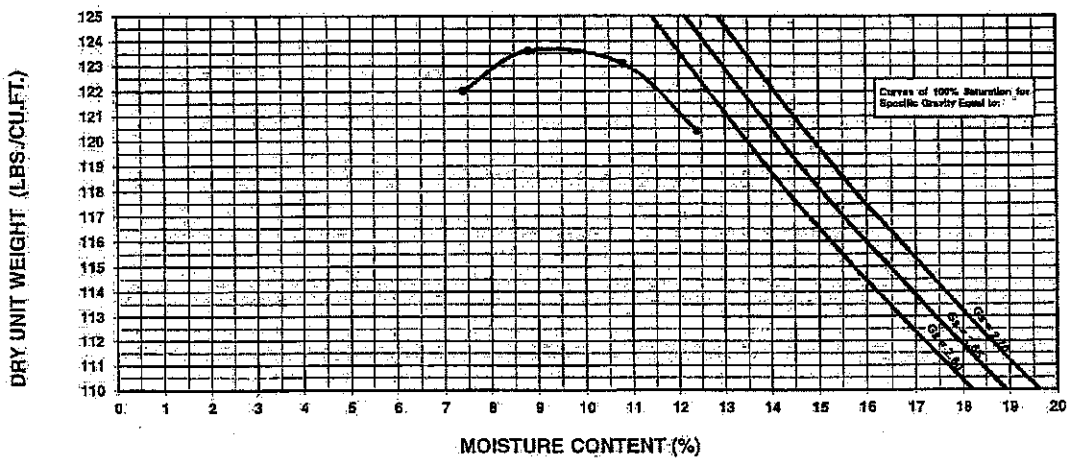
Ardaman & Associates, Inc.
460 Concourse Place, NW
Unit #1
Port St. Lucie, Florida 34986
Phone (772) 878-0072
FAX (772) 878-0097

LIMEROCK BEARING RATIO TEST (FM 5-515)

Project Name:	Fairgreen Road Extension	Date Sampled:	5/25/2012
Project Location:	Port St. Lucie, Florida	Sampled By:	AR
File Number:	12-5431	Date Tested:	5/31/2012
Client Name:	City of Port St. Lucie	Tested By:	AR



LBR Value (%): 127



Maximum Dry Density (lb/ft^3): 124.0

Optimum Moisture Content (%): 9.0

SAMPLE DESCRIPTION: Coquina

SAMPLE LOCATION: Station 19+30, 8R

PROPOSED USE: Roadway Base Material

Our letters and reports are for the exclusive use of the client to whom they are addressed and shall not be reproduced except in full without the approval of the testing laboratory. The use of our name must receive our written approval. Our letters and reports apply only to the sample tested and/or inspected, and are not indicative of the quantities of apparently indentical or similar products.

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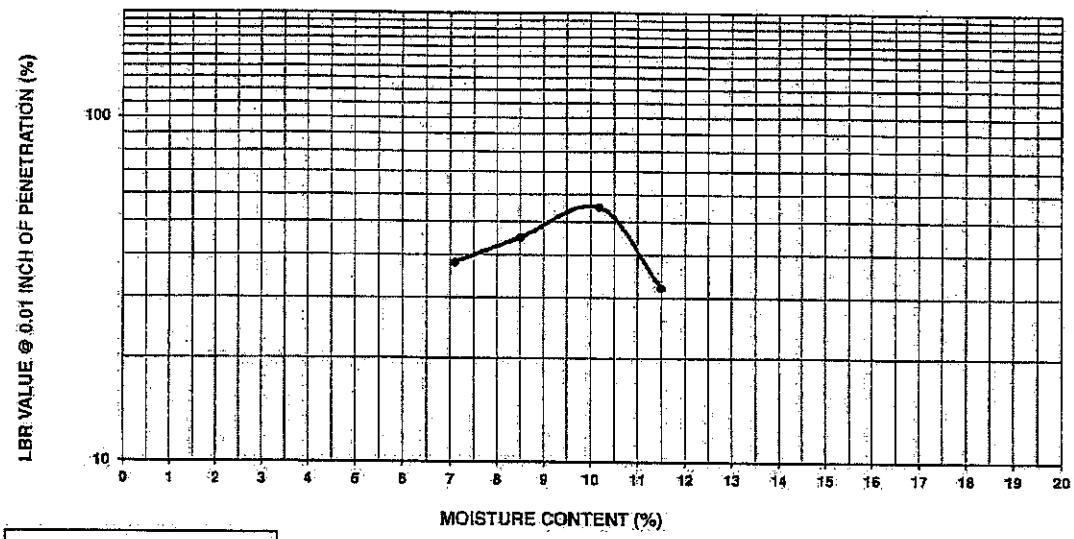
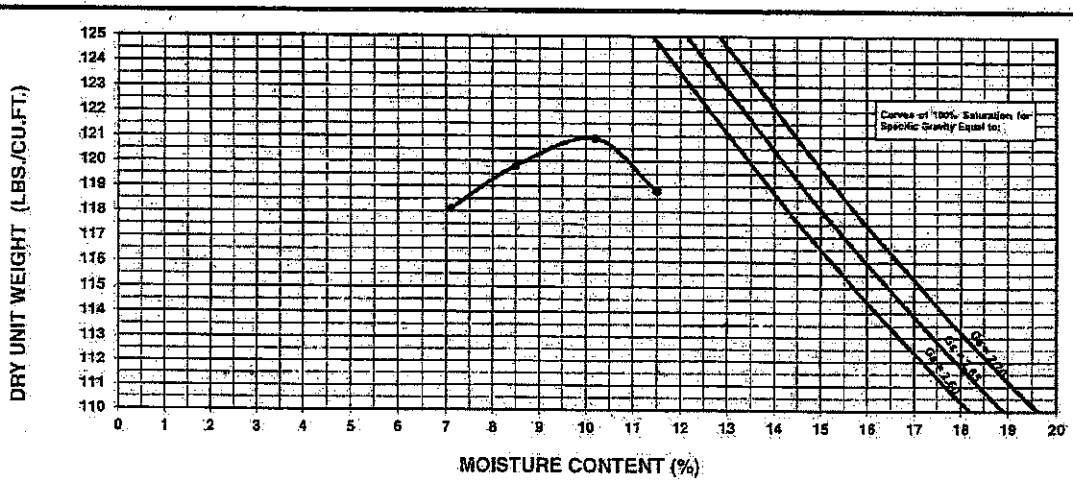
Unit #1
Port St. Lucie, Florida 34986
Phone (772) 878-0072
FAX (772) 878-0097

LIMEROCK BEARING RATIO TEST (FM 5-515)

Project Name:	Fairgreen Road Extension	Date Sampled:	5/25/2012
Project Location:	Port St. Lucie, Florida	Sampled By:	AR
File Number:	12-5431	Date Tested:	5/31/2012
Client Name:	City of Port St. Lucie	Tested By:	AR



LBR Value (%): 56



Maximum Dry Density (lb/ft^3): 121.0

Optimum Moisture Content (%): 10.0

SAMPLE DESCRIPTION: Brown Clayey Fine Sand

SAMPLE LOCATION: Station 19+30, 8R

PROPOSED USE: Stabilized Subgrade

Our letters and reports are for the exclusive use of the client to whom they are addressed and shall not be reproduced except in full without the approval of the testing laboratory. The use of our name must receive our written approval. Our letters and reports apply only to the sample tested and/or inspected, and are not indicative of the quantities of apparently identical or similar products.

Dan J. Zrallack, P.E.
Florida License No. 63911

Ardaman
& Associates, Inc.
Certificate of Authorization No. 5950

Ardaman & Associates, Inc.
460 Concourse Place, NW
Unit #1
Port St. Lucie, Florida 34986
Phone (772) 878-0072
FAX (772) 878-0097

LIMEROCK BEARING RATIO TEST (FM 5-515)

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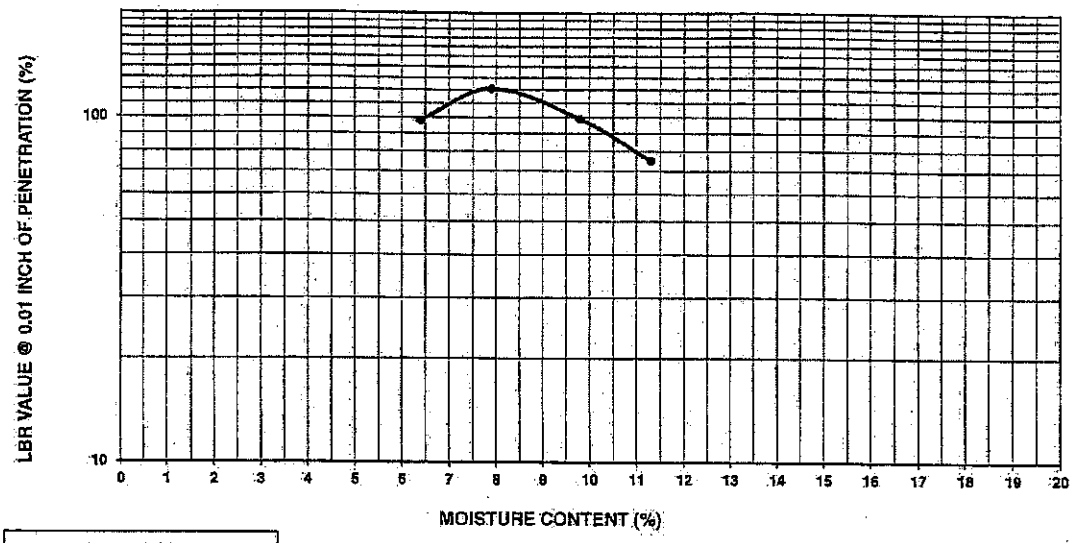
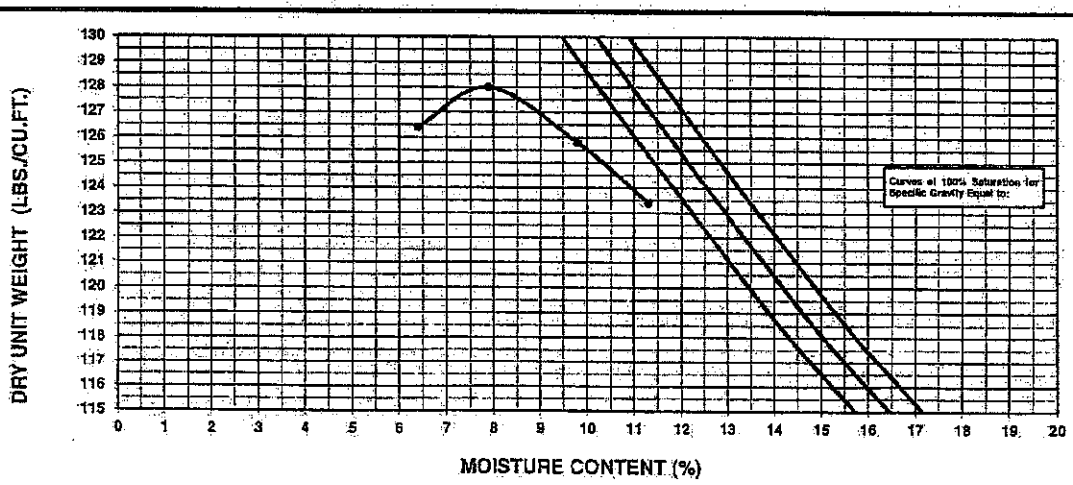


LBR Value (%): 121



Maximum Dry Density (lb/ft^3): 128.0

Optimum Moisture Content (%): 8.0

SAMPLE DESCRIPTION: Coquina

SAMPLE LOCATION: Station 14+00, 9L

PROPOSED USE: Stabilized Subgrade

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LIMEROCK BEARING RATIO TEST (FM 5-515)

Project Name:	Fairgreen Road Extension	Date Sampled:	5/25/2012
Project Location:	Port St. Lucie, Florida	Sampled By:	AR
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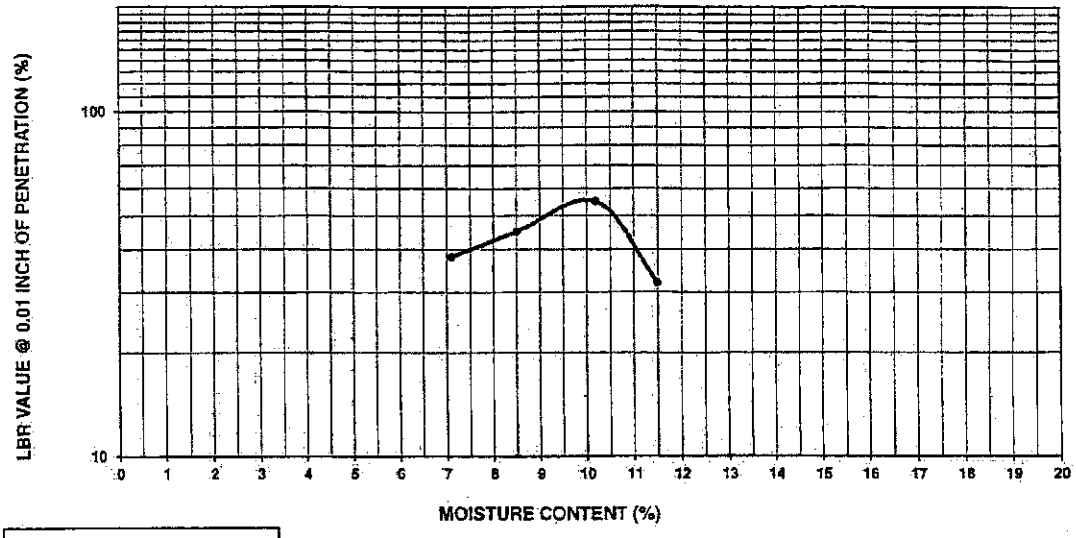
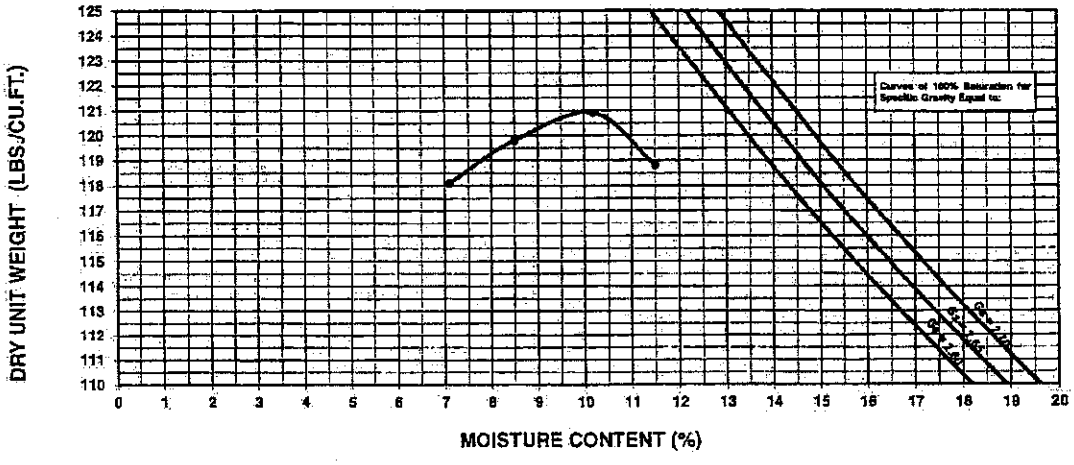
Client Name:	City of Port St. Lucie	Tested By:	AR



LBR Value (%): 56



Maximum Dry Density (lb/ft^3): 121.0

Optimum Moisture Content (%): 10.0

SAMPLE DESCRIPTION: Brown Clayey Fine Sand

SAMPLE LOCATION: Station 19+30, BR

PROPOSED USE: Stabilized Subgrade

Our letters and reports are for the exclusive use of the client to whom they are addressed and shall not be reproduced except in full without the approval of the testing laboratory. The use of our name must receive our written approval. Our letters and reports apply only to the sample tested and/or inspected, and are not indicative of the qualities of apparently identical or similar products.

Dan J. Zrallack, P.E.
Florida License No. 63911

E-Bid #20120076
E-Bid Reply Excel Spreadsheet

Fairgreen Road Extension Construction Project

Base Bid w/ NO Alternatives

Company Name: _____

SCHEDULE "A"

Line Number	DESCRIPTION	QTY	UNITS	UNIT PRICE	EXTENDED TOTAL PRICE
	Base Bid				
1	RCP 18"	198	LF	$0.00	$0.00
2	Type 'E' Inlet	2	EA	$0.00	$0.00
3	Underdrain System	410	LF	$0.00	$0.00
4	Remove Plug and connect to existing storm	1	EA	$0.00	$0.00
5	Modify Existing Inlet Top	5	EA	$0.00	$0.00
6	Core Existing Inlet Box for underdrain (each core)	4	EA	$0.00	$0.00
7	Clean Drainage Pipe	1,110	LF	$0.00	$0.00
8	Clean Drainage Structures	8	EA	$0.00	$0.00
9	Erosion Control Measures (Permitting, Install & Maintain)	3,000	LF	$0.00	$0.00
10	Excavation	2,600	CY	$0.00	$0.00
11	Embankment	300	CY	$0.00	$0.00
12	12" Stabilized Subgrade LBR 40 (Type B Stabilization)	3,900	SY	$0.00	$0.00
13	8" Base LBR 100	3,000	SY	$0.00	$0.00
14	2" Type SP 12.5 Traffic C Asphalt	2,900	SY	$0.00	$0.00
15	Type "F" Curb	410	LF	$0.00	$0.00
16	Sod R/W & Swales	10,000	SY	$0.00	$0.00
17	Saw cut - Tie into Existing Road	1	LS	$0.00	$0.00
18	Sign Single Post(<12 sf)	3	EA	$0.00	$0.00
19	6" Solid White (Thermoplastic Striping)	2,246	LF	$0.00	$0.00
20	6" Solid Yellow (Thermoplastic Striping)	2,221	LF	$0.00	$0.00
21	8" Solid White (Thermoplastic Striping)	135	LF	$0.00	$0.00
22	12" Solid White (Thermoplastic Striping)	145	LF	$0.00	$0.00
23	18" Solid White (Thermoplastic Striping)	80	LF	$0.00	$0.00
24	24" Solid White (Thermoplastic Striping)	161	LF	$0.00	$0.00
25	Reflective Pavement Markers	40	EA	$0.00	$0.00
26	Mobilization	1	LS	$0.00	$0.00
27	Clearing and Grubbing	1	LS	$0.00	$0.00
28	Maintenance of Traffic	1	LS	$0.00	$0.00
29	**Base Bid Total**				**$0.00**

E-Bid #20120076
E-Bid Reply Excel Spreadsheet
Fairgreen Road Extension Construction Project
Base Bid w/ Alternate #1

Company Name: _____

SCHEDULE "B"

Line Number	DESCRIPTION	QTY	UNITS	UNIT PRICE	EXTENDED TOTAL PRICE
	Base Bid				
1	RCP 18"	198	LF	$0.00	$0.00
2	Type 'E' Inlet	2	EA	$0.00	$0.00
3	Underdrain System	410	LF	$0.00	$0.00
4	Remove Plug and connect to existing storm	1	EA	$0.00	$0.00
5	Modify Existing Inlet Top	5	EA	$0.00	$0.00
6	Core Existing Inlet Box for underdrain (each core)	4	EA	$0.00	$0.00
7	Clean Drainage Pipe	1,110	LF	$0.00	$0.00
8	Clean Drainage Structures	8	EA	$0.00	$0.00
9	Erosion Control Measures (Permitting, Install & Maintain)	3,000	LF	$0.00	$0.00
10	Excavation	2,600	CY	$0.00	$0.00
11	Embankment	300	CY	$0.00	$0.00
12	12" Stabilized Subgrade LBR 40 (Type B Stabilization)	3,900	SY	$0.00	$0.00
13	8" Base LBR 100	3,000	SY	$0.00	$0.00
14	2" Type SP 12.5 Traffic C Asphalt	2,900	SY	$0.00	$0.00
15	Type "F" Curb	410	LF	$0.00	$0.00
16	Sod R/W & Swales	10,000	SY	$0.00	$0.00
17	Saw cut - Tie into Existing Road	1	LS	$0.00	$0.00
18	Sign Single Post(<12 sf)	3	EA	$0.00	$0.00
19	6" Solid White (Thermoplastic Striping)	2,246	LF	$0.00	$0.00
20	6" Solid Yellow (Thermoplastic Striping)	2,221	LF	$0.00	$0.00
21	8" Solid White (Thermoplastic Striping)	135	LF	$0.00	$0.00
22	12" Solid White (Thermoplastic Striping)	145	LF	$0.00	$0.00
23	18" Solid White (Thermoplastic Striping)	80	LF	$0.00	$0.00
24	24" Solid White (Thermoplastic Striping)	161	LF	$0.00	$0.00
25	Reflective Pavement Markers	40	EA	$0.00	$0.00
26	Mobilization	1	LS	$0.00	$0.00
27	Clearing and Grubbing	1	LS	$0.00	$0.00
28	Maintenance of Traffic	1	LS	$0.00	$0.00
29	**Base Bid Sub Total**				**$0.00**
	Alternate 1 (Right Turn Lane)				
30	12" Stabilized Subgrade LBR 40 (Type B Stabilization)	153	SY	$0.00	$0.00
31	8" Base LBR 100	153	SY	$0.00	$0.00
32	2" Type SP 12.5 Traffic C Asphalt	153	SY	$0.00	$0.00
33	6" Solid White (Thermoplastic Striping)	100	LF	$0.00	$0.00
34	24" Solid White (Thermoplastic Striping)	12	LF	$0.00	$0.00
35	Right Turn Arrow (Themoplastic Marking)	1	EA	$0.00	$0.00
36	Reflective Pavement Markers	5	EA	$0.00	$0.00
	Alternate #1 Sub Total				$0.00
37	**Base Bid Total w/Alternate #1**				$0.00

E-Bid #20120076
E-Bid Reply Excel Spreadsheet

Fairgreen Road Extension Construction Project

Bid Alternate #2

Company Name: _____

SCHEDULE "C"

Line Number	DESCRIPTION	QTY	UNITS	UNIT PRICE	EXTENDED TOTAL PRICE
1	RCP 18"	198	LF	$0.00	$0.00
2	Type 'E' Inlet	2	EA	$0.00	$0.00
3	Underdrain System	410	LF	$0.00	$0.00
4	Remove Plug and connect to existing storm	1	EA	$0.00	$0.00
5	Modify Existing Inlet Top	5	EA	$0.00	$0.00
6	Core Existing Inlet Box for underdrain (each core)	4	EA	$0.00	$0.00
7	Clean Drainage Pipe	1,110	LF	$0.00	$0.00
8	Clean Drainage Structures	8	EA	$0.00	$0.00
9	Erosion Control Measures (Permitting, Install & Maintain)	3,000	LF	$0.00	$0.00
10	Excavation	2,600	CY	$0.00	$0.00
11	Embankment	830	CY	$0.00	$0.00
12	8" Stabilized Subgrade LBR 40 (Type B Stabilization)	3,900	SY	$0.00	$0.00
13	6" Base LBR 100	3,000	SY	$0.00	$0.00
14	1" Type SP 9.5 Traffic C Asphalt	2,900	SY	$0.00	$0.00
15	Type "F" Curb	410	LF	$0.00	$0.00
16	Sod R/W & Swales	10,000	SY	$0.00	$0.00
17	Saw cut - Tie into Existing Road	1	LS	$0.00	$0.00
18	Sign Single Post(<12 sf)	3	EA	$0.00	$0.00
19	6" Solid White (Thermoplastic Striping)	2,246	LF	$0.00	$0.00
20	6" Solid Yellow (Thermoplastic Striping)	2,221	LF	$0.00	$0.00
21	8" Solid White (Thermoplastic Striping)	135	LF	$0.00	$0.00
22	12" Solid White (Thermoplastic Striping)	145	LF	$0.00	$0.00
23	18" Solid White (Thermoplastic Striping)	80	LF	$0.00	$0.00
24	24" Solid White (Thermoplastic Striping)	161	LF	$0.00	$0.00
25	Reflective Pavement Markers	40	EA	$0.00	$0.00
26	Mobilization	1	LS	$0.00	$0.00
27	Clearing and Grubbing	1	LS	$0.00	$0.00
28	Maintenance of Traffic	1	LS	$0.00	$0.00
29	**Bid Total Alternate #2**				**$0.00**

AGENDA

Pre-Bid Meeting
E-Bid #20120076
Fairgreen Road Extension Construction Project
July 27, 2012 at 1:30 pm

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

1. Sign-In Sheet

2. Introduction of key personnel

3. **Reminder**: Bid opening date is August 10, 2012 at 10:00 am.

   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 may not be considered.
   - Last date for questions is August 2, 2012. All questions must be submitted in writing to Robyn Holder at rholder@cityofpsl.com.
   - Refer to Item #7 on Page 5 & 6 of 33 for the e-bid submittal requirements.
   - On the Demandstar web page list only the Base Bid total from Line #29.

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: Clyde Cuffy from the Engineering Department.

6. Additional questions from Prospective Bidders.

7. Adjourn

Pre-Bid Meeting
E-BID #20120076
Fairgreen Road Extension Construction Project
July 27, 2012 @ 1:30 pm

	Name (Please PRINT legibly)	Company Name	E-Mail Address	Telephone # & FAX #
1.	Robyn Holder	City of PSL - OMB	Rholder@cityofpsl.com	T 772-871-5223 F 772-871-7337
2.	FRANK KNOTT	CITY OF PSL - ENG	FKNOTT@CITYOFPSL.COM	T 344.4290 F
3.	Clyde Cuffy	CITY OF PSL ENG	ccuffy@cityofpsl.com	T 772 871 7643 F
4.	Thomas Salvador	City of PSL ENG	tsalvador@cityofpsl.com	T 772-370-5821 F
5.	DAN DUNLAP	DICKERSON	DDUNLAP@DFIFL.COM	T 772 429 4459 F 772 429 4445
6.	Vickie Smith	City of PSL - OMB	ombtemp@cityofpsl.com	T 772-871.5223 F
7.	ETIENNE BOURGEOIS	CAPTEC	ebourgeois@gocaptec.com JCARRA@GOCAPTEC.COM	T 772.692.4344 F 772 692 [illegible]
8.	JOE CARRA	CAPTEC		T

Addendum #1
Pre-Bid Meeting
E-Bid #20120076
Fairgreen Road Extension Construction Project
July 27, 2012 at 1:30 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.

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   - Refer to Item #7 on Page 5 & 6 of 33 for the e-bid submittal requirements.
   - On the Demandstar web page list only the Base Bid total from Line #29.

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: Clyde Cuffy from the Engineering Department.

I am Clyde Cuffy, the Project Manager for the Fairgreen Road Extension project. The project consists of the construction of 1,100 foot two (2) lane roadway connecting Crosstown Parkway to Salvatierra; standard items include sediment and erosion control, surveying, clearing and grubbing will be covered on the project. In addition the Contractor has to coordinate with the construction of the traffic signal at Crosstown and Fairgreen that's being done by Verano. So we just have to coordinate with them on that project. As Robyn indicated, the award will be based on the best value offered from three (3) different bids. Schedule A has the two (2) lanes with 12 inch stabilized subgrade, 8 inches of base and 2 inches of type SP 12.5 asphalt; Schedule B has the base bid plus the right turn lane onto Crosstown Parkway; Schedule C is two lanes with alternate pavement section which is 8 inches of stabilized subgrade, 6 inches of base, and 1inch of asphalt. During construction we ask that the road remains closed to the public, however, SFWMD is entitled to use that roadway as access to the C-24 canal, so arrangements have to be

made if a storm is coming up, for instance, for the road to be available so that they can use that for access. Currently we have the South Florida permit modification approved for that project. We are going to be seeking temporary construction easements for along the roadway as well as the drainage canals on both sides. And also sight distance easements at Salvatierra and Fairgreen. We need to do some hand clearing for that area as well. The construction's to start late August or early September. The contract is for 100 calendar days and the City Manager has requested the opening in December.

The ribbon cutting ceremony will be December 20th so the road has to be open for that.

CAPTEC Engineering is the designer for this roadway project. If you have any questions, I'll ask Etienne to answer any difficult questions or Joe Capra.

I will turn the meeting over to Joe with CAPTEC.

Couple things, I think the important item is we show some alternatives, but I believe every alternative has the under drain, so make sure we consider that. What I think I heard is that the base bid is what you are going to be making the recommendation on, the most qualified bid.

No, we're going to be awarding on what is the best value for the City. We had put three (3) different scenarios together, so whatever is the best value for the City out of those three scenarios.

But this is the only one that can come in electronically?

That's the only one they need to list on the DemandStar webpage is the base bid on Schedule A, and then we will take all the documents and we will evaluate those to determine what is the best value for the City, as to which Schedule will be constructed.

Most of these standard specs relate to DOT and relative to the type of construction for any storm facilities, any roadway, and so forth so that's standard to most contracts you come up against. You should become familiar with the right of way, because, there is existing storm pipe out there and structures, they're labeled on the plan, but obviously we want to make sure you're familiar with that. This should have been provided in the GeoTechnical report that was completed on the site.

It is provided as Attachment C.

Make sure to review - there is road on-site material from prior construction in the area.

Testing will be at the expense of the City and be hired in a separate testing lab contract through the City. The surveying will be by the Contractor's surveyor for construction layout and as-builds.

The Contractor is responsible for any failed testing and re-testing.

Erosion control, NPDES permits are required. We follow all the rules of NPDES permitting and it is required.

The construction plan drawings show some of the erosion control items, that the Contractor can utilize. The Contractor will have to modify them for permitting. Standard clearing and grubbing is described on the plans.

Clyde mentioned there's a couple of flares at Salvatierra that need to be cleared for sight distance, hand cleared, and the City is working on obtaining those easements.

There are bank stabilization items described in the plans for the canal that crosses the roadway.

Relative to excavation and embankment the way the contract reads, you'll be paid for the difference in sections before and after construction. The Contractor will have to take topographic sections if you don't agree with what's in the plans. The schedule is extremely important. The right-of-way is accessible to anyone who visits the site. The Contractor should be familiar with the site prior to bidding the project. The Contractor will have to coordinate with the Signal Contractor. The sequence of construction is standard. The SFWMD permit modification is approved as per the bid plans. The plans are eight (8) sheets, with details. There are typical sections. There are not any cross-sections but plan profile sheets with many recent topographic elevations. There are large SFWMD culverts crossing the proposed road that will need to remain unobstructed during construction. There's a pavement marking and striping sheet. The remaining sheets are general notes and details.

Question: We aren't doing the stop wires on Crosstown as part of it?
Answer: There are Stop Bars on Crosstown and with restriping the one crosswalk across Fairgreen as shown on the plans.

Question: Did they decide who the contractor was on the signal yet?
Answer: It's going to be Signal Group.

Are there any other questions?

Question: I don't have a lot of questions. Robyn, I just want to come back, the basis of the award is not the Base of A. So you're going to look at the bid and all the alternates and evaluate those. Are they being submitted electronically? So you're still going to open them read them publicly, but you're just going to read the base bid, you're not going to read the alternates.

Answer: Just read the base bid. (However, after the meeting is was decided that we will read all bids aloud.)

Questions: Okay, so we won't really know what's going to happen with it.
Answer: You won't because we have to go through the packages and make sure that you've submitted all the required documents and insurance. We must receive that bid bond within three (3) days or your bid may not be considered.

Question: Are you going to post the bid results with the alternate numbers, so we can see what everybody's numbers?
Answer: Yes we will post all results.

Question: At least if we can get them read publicly then we can get the apparent low bidder. You said the start date is August/September, so this is going to start right away?
Answer: Yes, tight schedule.

Question: The bids will be read publicly?

Answer: Publicly aloud, yes sir.

Question: Budget's on here, that's just for the base bid, right?
Answer: $200,000. That's the total budget.

With no further questions or comments, the meeting is 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.