

PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST

COUNCIL ITEM 13F
DATE 10/8/12

Meeting Date: October 8, 2012

Public Hearing Ordinance Resolution Motion

Demandstar Broadcast Date: July 28, 2012 Legal Ad: August 1, 2012

Item: E-Bid #20120066 - Port St. Lucie Intermodel Transit Facility Construction Project

Recommended Action: Approval of Award and Contract Documents with Mancil's Tractor Service, Inc. for the Construction of the Intermodel Transit Facility Project in the amount of \$265,802.04, which includes a one-time Indemnification Fee of \$10.00. Contract period is one hundred eighty (180) 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 28, 2012 for the Construction of the Intermodel Transit Facility located on the northwest corner of Deacon Avenue and Belvedere Street. Six (6) bids were received with Mancil's Tractor Service, Inc. providing the best value to the City at \$265,802.04 which includes the Base Bid Amount and Option Bid Item A for the additional three hundred forty (340) feet of sidewalk on the north side of Deacon Avenue that will connect the facility to the existing sidewalk on Airosa Boulevard. The cost of the work is funded by a Joint Participation Agreement (JPA) between the Florida Department of Transportation and the City of Port St. Lucie.

The Public Works Department has reviewed the proposals and recommends award to Mancil's Tractor Service, Inc.

Purchase is budgeted in the 304 Fund.

Expenditure: **\$265,802.04**

Department requests expenditure from the following:

Fund	304	Road & Bridge CIP Fund
Cost Center	4105	Road & Street Operations
Object Code	563000	Improvements O/T Building
Project	Y1121	PSI Transfer Facility - Airosa

Director of OMB concurs with award: *AA*

City Manager concurs with award: *[Signature]*

Department requests -0- minutes to make a presentation.

RECEIVED

Submitted by: Patricia Roebing

Date Submitted: 9/25/2012

Title: City Engineer

City Manager's Office

Robyn Holder

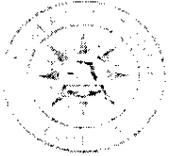
From: Julian Aldarondo
Sent: Tuesday, September 25, 2012 3:42 PM
To: Robyn Holder; Patricia Roebing
Cc: Clyde Cuffy; James Angstadt
Subject: RE: Council Agenda for the Intermodel Transit Facility - E-Bid #20120066

Approved as is, per Patricia Roebing, City Engineer.

Should you have any questions or require additional information, please do not hesitate in contacting me.

Thanks,

Julian Aldarondo
Senior Systems Support Analyst
City of Port St. Lucie, Engineering-Public Works Department
121 S.W. Port St. Lucie Blvd, Building B
Port St. Lucie, Florida 34984
(772) 871-5175



From: Robyn Holder
Sent: Tuesday, September 25, 2012 11:02 AM
To: Patricia Roebing
Cc: Julian Aldarondo; Clyde Cuffy; James Angstadt
Subject: Council Agenda for the Intermodel Transit Facility - E-Bid #20120066

Please review & approve. Thanks

Robyn Holder, CPPB
Contract Specialist
Office of Management & Budget
City of Port St. Lucie
772-344-4293
772-871-7337 fax



"A City for All Ages"

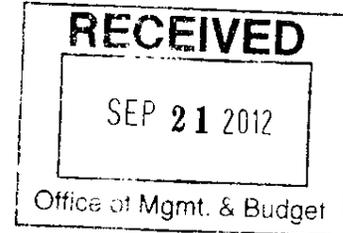
CITY OF PORT ST. LUCIE

Engineering Department

Accredited Agency – American Public Works Association

MEMORANDUM

To: Cheryl Shanaberger Assistant Director of OMB
Thru: Patricia Roebing, P.E. - City Engineer
From: Clyde Cuffy Project Coordinator
Date: September 20, 2012
Re: Contract #20120066
Port St Lucie Intermodal Transit Facility Construction Project



The Engineering Department has reviewed the bids received for the Port St. Lucie Intermodal Transit Facility and recommends the best value for the City is the bid submitted by Mancil's Tractor Service, Inc.

The highlights of the contract include the following:

- The Contractor shall construct a Transit Facility on the northwest corner of Deacon Avenue and Belvedere Street including approximately three hundred and forty (340) feet of sidewalk on the north side of Deacon Avenue connecting the facility to the existing sidewalk on Airoso Boulevard 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 and eighty (180) calendar days.
- The contract amount for the work including Optional Bid Item A (Deacon Sidewalk) is \$265,802.04.

The cost of this work is funded by a Joint Participation Agreement (JPA) between Florida Department of Transportation and City of Port St Lucie through account number 304-4105-563000-Y1121. Please review the attached information and prepare for presentation at the next available City Council Meeting. Please let me know if I may be of further assistance in this matter.

Enclosure:

E-Bid Tabulation Summary (4 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 PSL Intermodal Transit Facility - aka Deacon Avenue Bus Transfer & Park-N-Ride 5.0 Construction 5.1 Contract Documents 5.1.3 Contractor:12-09-20 MEM to OMB Sel of Contractor for PSL Int Tran Fac.doc

**CITY OF PORT SAINT LUCIE
CONTRACT #20120066**

This CONTRACT, executed this _____ day of _____, 2012, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipality of the State of Florida, hereinafter called "City" party of the first part. and **Mancil's Tractor Service, Inc.**, 4551 SE Hampton Court, Stuart, Florida 34997. Telephone (772) 288-0951, Fax (772) 288-0983, hereinafter called "Contractor", party of the second part.

RECITALS

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

PROJECT MANAGER

As used herein the Project Manager shall mean Clyde Cuffy, of the City's Engineering Department, at (772) 871-7643, or her designee.

NOTICES

City Project Manager:	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:	Don R. Mancil, Jr., President Mancil's Tractor Service, Inc. 4551 SE Hampton Ct. Stuart, Florida 34997 Telephone: 772-288-0951 Fax: 772-2880983 Email: mark@mancils.com

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

The specific work that the Contractor has agreed to perform pursuant to the E-Bid Specifications #20120066, Technical Specifications and all Addenda for the **Port St. Lucie Intermodal Transit Facility Construction Project, JPA (Joint Participation Agreement) Financial Project No. 432128.1.94.01**, Attachments A - E which includes the construction drawings, sheets 1 through 9 prepared by Culpepper & Terpening, Inc. dated January 17, 2012, are hereby incorporated by this reference.

SECTION II TIME OF PERFORMANCE

The Contract Period start date will be _____ and will terminate one hundred eighty (180) calendar days thereafter 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 Manager until all work specified in the bid specifications has been rendered.

Written requests shall be submitted to 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 immediately but in no event more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

SECTION III COMPENSATION

The total amount to be paid by the City to the Contractor is on a per unit price basis at **\$265,802.04**, 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, if applicable, will be held as per Florida Statutes, Section 218.735 (8)(a)-(b) of ten percent (10%) on each invoice submitted. The City will make payment unless the City feels there are grounds for withholding the payment of Retainage. If the City makes payment of the Retainage to the Contractor then the Contractor shall timely remit payment of such Retainage to all subcontractors and suppliers attributable to the labor, services or material supplied. All remaining retained amounts will be released to the Contractor net thirty (30) days after final completion of work and the City's acceptance of project. Partial Release of Liens from all Contractors, subcontractors, suppliers for materials and sub-sub contractors are to be attached to each pay request. Retainage 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 less any liquidated damages assessed against the Contractor.

Port St. Lucie Intermodel Transit Facility Construction Project

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

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

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

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

SECTION IV CONFORMANCE WITH BID

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

SECTION V INDEMNIFICATION/INSURANCE

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

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are

not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that 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 \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

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

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
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 City 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 municipality 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 municipality of the State of Florida, Port St. Lucie Intermodal Transit Facility Construction Project shall be listed as additionally insured, Contract #20120066". The Certificate of Insurance and policy shall be specifically

Port St. Lucie Intermodel Transit Facility Construction Project

endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. 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 \$500,000.00 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 one hundred (100%) percent of the Contract price. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect a minimum of one (1) year after the work has been completed and final acceptance of the work is issued by the City.

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

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

SECTION VI PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

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

SECTION VII WORK CHANGES

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

SECTION VIII COMPLIANCE WITH LAWS

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

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. On completion of the work, Contractor shall remove all Contractors' equipment and all excess materials, and put the work area in a neat, clean and sanitary condition.

**SECTION X
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 required work performed Contractor shall submit a request for inspection in writing to the Project Manager.

**SECTION XII
DELIVERY DOCUMENTATION**

Not applicable to the Contract.

**SECTION XIII
INSPECTION AND CORRECTION OF DEFECTS**

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section III. If, on such inspection the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity, if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Such examination, inspection, or tests made by the Project Manager, shall not relieve Contractor of its responsibility to remedy any deviation, deficiency, or defect.

**SECTION XIV
ADDITIONAL REQUIREMENTS**

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

The City shall be listed as an original owner on all manufacturers' warranties, if any, for materials and services.

**SECTION XV
LICENSING**

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

**SECTION XVI
SAFETY PRECAUTIONS**

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

**SECTION XVII
ASSIGNMENT**

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

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

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

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City five hundred sixty six (\$566.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

C. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes,

tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) days of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

D. Termination by the City. 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, 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 XXIX LAW AND VENUE

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

SECTION XX REIMBURSEMENT FOR INSPECTION

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

SECTION XXI 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 XXII APPROPRIATION APPROVAL

The Contractor acknowledges that the City of Port Saint Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event

Port St. Lucie Intermodel Transit Facility Construction Project
such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed.

**SECTION XXIII
RENEWAL OPTION**

“Not Applicable”

**SECTION XXIV
ENTIRE CONTRACT**

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

(Balance of page intentionally left blank.)

Port St. Lucie Intermodel Transit Facility Construction Project

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 Mancil's Tractor Service, Inc.

State of: _____

County of: _____

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

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

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

Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(seal)

SCHEDULE "A"

LINE NO.	PAY ITEM NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE	TOTAL
GENERAL ITEMS						
1	101-1	MOBILIZATION	1	LS	\$15,000.00	\$ 15,000.00
2	101-1B	PRE-CONSTRUCTION VIDEO	1	LS	\$ 500.00	\$ 500.00
3	101-1D	BICYCLE RACK	1	EA	\$ 950.00	\$ 950.00
4	101-1E	KIOSK	1	AS	\$ 2,200.00	\$ 2,200.00
5	102-1	MAINTENANCE OF TRAFFIC	1	LS	\$ 1,500.00	\$ 1,500.00
6	104-10-3	SEDIMENT BARRIER	1200	LF	\$ 1.50	\$ 1,800.00
7	104-15	SOIL TRACKING PREVENTION DEVICE	1	EA	\$ 1,250.00	\$ 1,250.00
8	108-1	CONSTRUCTION LAYOUT/RECORD DRAWINGS	1	LS	\$ 7,500.00	\$ 7,500.00
9	110-1-1	CLEARING AND GRUBBING	1	LS	\$ 12,500.00	\$ 12,500.00
PAVING & DRAINAGE						
10	120-1	EXCAVATION & EMBANKMENT	1	LS	\$ 12,000.00	\$ 12,000.00
11	160-4	TYPE B STABILIZATION (12") (LBR 40)	2955	SY	\$ 1.50	\$ 4,432.50
12	285-706	OPTIONAL BASE, BASE GROUP 6 (LBR 100)	1775	SY	\$ 10.50	\$ 18,637.50
13	285-709	OPTIONAL BASE, BASE GROUP 9 (LBR 100)	1070	SY	\$ 12.25	\$ 13,107.50
14	334-1-12A	SUPERPAVE ASPHALTIC CONC, TRAFFIC B (1-1/2" SP-12.5)	1070	SY	\$ 10.67	\$ 11,416.90
15	334-1-12B	SUPERPAVE ASPHALTIC CONC, TRAFFIC B (1" SP-9.5)	1070	SY	\$ 7.69	\$ 8,228.30
16	334-1-12C	SUPERPAVE ASPHALTIC CONC, TRAFFIC B (1-1/2" SP-9.5)	1760	SY	\$ 8.88	\$ 15,628.80
17	425-1-521	INLET (DITCH BOTTOM) (TYPE C) (<10')	2	EA	\$ 1,850.00	\$ 3,700.00
18	425-1-911	INLETS, CLOSED FLUME	2	EA	\$ 2,300.00	\$ 4,600.00
19	430-174-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"SD	114	LF	\$ 25.00	\$ 2,850.00
20	430-174-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"SD	184	LF	\$ 30.00	\$ 5,520.00
21	430-984-625	MITERED END SECTION, OPTIONAL OTHER-ELLIP/ARCH, 18"SD	2	EA	\$ 650.00	\$ 1,300.00
22	430-984-629	MITERED END SECTION, OPTIONAL OTHER-ELLIP/ARCH, 24"SD	6	EA	\$ 750.00	\$ 4,500.00
23	455-1A	DEWATERING FOR CONSTRUCTION OPERATIONS	1	LS	\$ 1,250.00	\$ 1,250.00
24	515-1-2	PIPE HANDRAIL - GUIDERAIL ALUMINUM	10	LF	\$ 25.00	\$ 250.00
25	519-78	BOLLARDS	4	EA	\$ 350.00	\$ 1,400.00

Port St. Lucie Intermodal Transit Facility Construction Project

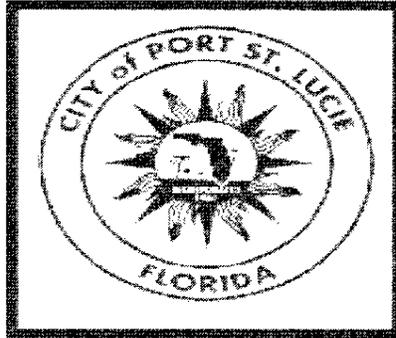
26	520-1-10	CONCRETE CURB AND GUTTER, TYPE F	281	LF	\$ 10.75	\$ 3,020.75
27	520-2-4	CONCRETE CURB, TYPE D	442	LF	\$ 9.00	\$ 3,978.00
28	520-2-9	CONCRETE CURB, SPECIAL, HEADER	288	LF	\$ 11.00	\$ 3,168.00
29	522-1	CONCRETE SIDEWALK (4" THICK)	720	SY	\$ 27.00	\$ 19,440.00
30	522-2	CONCRETE SIDEWALK (6" THICKw/FOOTER) Platform	330	SY	\$ 34.00	\$ 11,220.00
31	523-1-2	PATTERNED/TEXTURED PAVEMENT, CONCRETE	122	SY	\$ 67.50	\$ 8,235.00
32	570-1-2	PERFORMANCE TURF (SOD)	3877	SY	\$ 1.60	\$ 6,203.20
SIGNING & PAVEMENT MARKING						
33	700-20-11	SINGLE POST SIGN, F&I, LESS THAN 12 SF	10	AS	\$ 214.50	\$ 2,145.00
34	700-20-12	SINGLE POST SIGN, F&I, 12-20 SF	2	AS	\$ 247.50	\$ 495.00
35	710-11-111	PAINTED PAVEMENT, STANDARD WHITE, SOLID, 6"	0.3	NM	\$ 1,452.00	\$ 435.60
36	710-11-421	PAINTED PAVEMENT, STANDARD BLUE, SOLID, 6"	346	LF	\$ 0.33	\$ 114.18
37	711-11-460	PAINTED PAVEMENT, STANDARD BLUE MESSAGE	4	EA	\$ 27.50	\$ 110.00
38	711-11-111	THERMOPLASTIC, STANDARD WHITE, SOLID, 6"	0.03	NM	\$ 4,065.60	\$ 121.97
39	711-11-124	THERMOPLASTIC, STANDARD WHITE, SOLID, 18"	218	LF	\$ 2.48	\$ 540.64
40	711-11-125	THERMOPLASTIC, STANDARD WHITE, SOLID, 24"	316	LF	\$ 3.58	\$ 1,131.28
41	711-11-170	THERMOPLASTIC, STANDARD WHITE, ARROW	10	EA	\$ 71.50	\$ 715.00
42	711-11-211	THERMOPLASTIC, STANDARD YELLOW, SOLID, 6"	0.1	NM	\$ 4,065.60	\$ 406.56
43	711-11-224	THERMOPLASTIC, STANDARD YELLOW, SOLID, 18"	136	LF	\$ 2.48	\$ 337.28
44	715-4-400	LIGHT POLE COMPLETE, RELOCATE	2	EA	\$ 3,500.00	\$ 7,000.00
UTILITY						
45	1000-1	UTILITY ADJUSTMENTS	1	LS	\$ 1,000.00	\$ 1,000.00
46	1000-2	WATER FOUNTAIN	1	AS	\$ 4,500.00	\$ 4,500.00
47	1050-11-321	UTILITY PIPE, F&I, PE, WATER, 2"	118	LF	\$ 63.56	\$ 7,500.08
48	1080-11-23	UTILITY FIXTURES, F&I, 2-4.9", TAPPING SADDLE/SLEEVE	1	EA	\$ 2,050.00	\$ 2,050.00
49		INDEMNIFICATION FEE	1	EA	\$ 10.00	\$ 10.00
50	522-1A	DECON AVENUE SIDEWALK*	340	LF	\$ 87.95	\$ 29,903.00
GRAND TOTAL						\$ 265,802.04

E-Bid Documents

- E-Bid Specifications #20120066
- Attachment A - Technical Specifications
- Attachment B - Construction Plans
- Attachment C - Gopher Tortoise Survey
- Attachment D - SFWMD Permit
- E-Bid Reply Excel Spreadsheet
- Addendum #1 with CD of the Pre Bid Minutes
- Addendum #2
- Addendum #3
- Addendum #4
- Addendum #5, 5A, 5B, 5C, 5D
- Addendum #6

SEALED ELECTRONIC BID (E-BID) DOCUMENTS

FOR



CITY OF PORT ST. LUCIE

**PORT ST. LUCIE INTERMODAL TRANSIT FACILITY
CONSTRUCTION PROJECT**

**FDOT JPA (JOINT PARTICIPATION AGREEMENT)
FINANCIAL PROJECT NO. 432128.1.94.01**

**Sealed Electronic Bid # 20120066
(E-Bid)**

Prepared by:
Robyn Holder, CPPB
City of Port St. Lucie
Office of Management & Budget
Phone: 772-344-4293 Fax: 772-871-7337
Email: rholder@cityofpsl.com

Port St. Lucie Intermodal Transit Facility Construction Project
 TABLE OF CONTENTS

<u>Description</u>	<u>Page</u>
Invitation To E-Bid	3
Overview	5
Intent	5
General Requirements	6
Special Requirements	13
Specific Requirements	15
Bid, Performance and Payment Bond Requirements	16
Insurance Requirements	17
Additional Information	20
E-Bid Reply Sheet #20120066	21
Contractor's Questionnaire	25
Sample Contract	30
Forms	
Drug Free Workplace Form	41
Reference Form	42
Contractor Verification Form	43
List of References	44
Non-collusion Affidavit of Prime Bidder	45
Buy America – Certificate of Compliance	46
Certification Regarding Lobbying	47
Certification Regarding Debarment, Suspension, Ineligibility, etc.	48
Trench Safety Act Compliance Statement	49
Statement of No Bid	50
Checklist	51
Attachments:	
Attachment A - Technical Specifications	Pg. 1 - 56
Attachment B – Construction Plans	Pg. 1 -- 9
Attachment C - Environmental Reports	Pg. 1 - 11
Attachment D - Project Permits	Pg. 1 - 10 & Pending
Attachment E - Utility Systems Standards Manual	Website
Schedule A - Bid Reply Excel Spreadsheet	Pg. 1 - 2

INVITATION TO E-BID

Sealed E-Bid # 20120066 for the Port St. Lucie Intermodal Transit Facility Construction Project in the City of Port Saint Lucie will be received by the City of Port St. Lucie, in the Office of Management & Budget, 3rd Floor, Suite 390, Building "A" of the Municipal Complex located at 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984-5099, until **3:00:00 PM on August 28, 2012**. Specifications are attached.

This project, located in the City of Port St. Lucie, consists of the construction of a Transit Facility located on a 1.8 acre parcel on the northwest corner of Deacon Avenue and Belvedere Street. The project includes the construction of a twenty (20) foot by one hundred forty eight (148) foot concrete pad, parking area to accommodate four (4) transit buses, a parking lot with twenty four (24) parking spaces, three (3) driveways and culverts, a dry detention area, a bicycle rack, an informational kiosk, a drinking water fountain, sidewalks, and all facilities needed to provide a complete facility per the Construction Plans and Contract Documents.

A one-time only pre-bid conference for all Bidders will be held in the Conference Room of the Office of Management & Budget, Suite 390, Building "A" of the Municipal Complex, located at 121 SW Port St. Lucie Blvd, Port St. Lucie, FL 34984 on **August 9, 2012 at 1:00 PM**. At this time, the specifications and other bidding documents will be explained, and questions regarding the project will be discussed.

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

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.

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

The City reserves the right 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 to Demandstar.com prior to the date and time specified above. Receipt of a bid in any other form does not satisfy this requirement. No hard copies will be accepted.

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

Documents required for this E-Bid:

- E-Bid Specifications, pages 1 - 56.
- E-Bid Reply Sheet #20120066, page 21 - 24 (included in E-Bid Specifications).
- E-Bid Excel Spreadsheet, pages 1 - 2 (Schedule "A" not included in E-Bid Specifications).
- Attachment A – Technical Specifications, pages 1 - 56 (not included in E-Bid Specifications).
- Attachment B – Construction Plans, pages 1 - 9 (not included in E-Bid Specifications).

Port St. Lucie Intermodal Transit Facility Construction Project

- Attachment C -Environmental Reports, pages 1 - 11 (not included in E-Bid Specifications).
- Attachment D - Project Permits, SFWMD has been issued & one is still pending (not included in E-Bid Specifications).
- Attachment E - City of Port St. Lucie Utility Systems Department - Utility Standards Manual 2011 Edition (see website).

Robyn Holder, CPPB
Contract Specialist

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

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SPECIFICATIONS

SEALED E-BID # 20120066
PORT ST. LUCIE INTERMODAL TRANSIT FACILITY
CONSTRUCTION PROJECT
FDOT JPA (JOINT PARTICIPATION AGREEMENT)
FINANCIAL PROJECT NO. 432128.1.94.01

OVERVIEW

The City of Port St. Lucie desires to obtain quotations from qualified individuals, firms, and legal entities relative to the construction of an Intermodal Transit Facility under the FDOT Joint Participation Agreement (JPA) based on plans and specifications of the bid documents. Contract period is estimated at one hundred eighty (180) calendar days.

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

INTENT

It is the intent of the City to enter into a per unit fixed price contract with one (1) qualified Contractor for the construction of an Intermodal Transit Facility located in Port St. Lucie, Florida.

Scope of Work: The project, located in the City of Port St. Lucie, is the construction of a Transit Facility located on a 1.8 acre parcel on the northwest corner of Deacon Avenue and Belvedere Street. The project will be funded by an Intermodal Grant through a Joint Participation Agreement with the Florida Department of Transportation (FDOT). The Contractor is not required to be on the Pre-qualified Contractor's list for FDOT as this project is not within a state road.

The project includes the construction of a twenty (20) foot by one hundred forty eight (148) foot concrete pad, parking area to accommodate four (4) transit buses, a parking lot with twenty four (24) parking spaces, three (3) driveways and culverts, a dry detention area, a bicycle rack, an informational kiosk, a drinking water fountain, sidewalks, and all facilities needed to provide a complete facility per the Construction Plans and Contract Documents.

The work for this project includes, but is not limited to:

- Sediment and Erosion Control
- Surveying
- Clearing and Grubbing
- Earthwork
- Drainage
- Water Service Line
- Paving
- Striping and Signage
- Concrete
- Sod
- Furnish and install Bicycle Rack, Informational Kiosk and Drinking Water Fountain

Port St. Lucie Intermodal Transit Facility Construction Project

- Preparation of Record Drawings
- All other work necessary to complete the project as shown and described in the Construction Plans and Contract Documents.

As part of the bid, the Contractor shall provide an optional bid item for the construction of approximately three hundred forty (340) feet of five (5) foot wide sidewalk on Deacon Avenue between Airoso Blvd and the project site. The City reserves the right to add this option to the Base Bid if funding is available.

1. GENERAL REQUIREMENTS

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

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

1.3 Examination of Drawings, Site and Contract Documents - Bidders shall thoroughly examine these specifications and all other drawings, documents or other materials referred to herein and conduct such investigations and visits as may be necessary to thoroughly inform themselves regarding existing plant, facility, personnel and other conditions relative to compliance with this specification. Before submitting bids, each Bidder(s) is recommended to visit the location of the proposed work to fully understand the existing site/surface/subsurface/above surface conditions, and examine the Contract Documents, to become familiar with all provisions affecting the work. Failure to fully understand the existing site conditions, or Contract Documents, will not relieve the contractual obligations or be cause for additional compensation. No plea of ignorance by the Bidder of conditions that exist or may hereafter exist, as a result of failure or omission on the part of the Bidder to make said investigations and visits, and/or failure to fulfill in every detail the requirements of this specification and documents promulgated therein, will be accepted as a basis for varying the requirements of the City or the compensation of the Bidder(s).

It is the responsibility of the Bidder(s) to consider federal, state, and local laws and regulations that may affect cost, progress, performance or furnishing of the work; to study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and to promptly notify Engineer 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.

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, Florida 34984, Phone (772) 344-4293, Fax (772) 871-7337, and email: rholder@cityofpsl.com . The City will not be responsible for oral clarification of questions. Questions received after **August 21, 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.

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

1.5 Qualifications - Bidders shall have the necessary organization, experience, capital, and equipment to carry out the provisions of the Contract to the satisfaction of the City. Bidders will submit all licenses and certifications required to perform these projects with the Bid Reply Sheet #20120066. References from five (5) existing firms to which it has provided these types of services in the past or with which it is under Contract for such services presently and the names of company representatives who may be contacted for references shall be furnished on the Reference Check Form and returned with the Bid Reply Sheet #20120066. The City of Port St. Lucie shall **NOT** be used as a reference. References are subject to verification by the City and will be utilized as part of the award process. If requested, performance history, list of projects recently completed and in process, major equipment available for this project and experience of the principal members of the Bidder's organization must be furnished within seven (7) days.

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

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

- ◆ City Ordinance Section 35.12 Local Preference will apply.

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

1.7 Variances to Specifications - Bidders must indicate any variances to the Specifications.

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

1.8 OSHA Compliance - Bidders must agree that the products furnished and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970.

1.9 Submittal of E-Bid - Unless otherwise provided herein, all bids shall be submitted by completing and returning the E-Bid Reply Sheet and any other documentation that is required by this bid. The E-Bid Reply Sheet #20120066 should be typed or printed and signed in black ink. The individual signing the bid must initial all changes. All submittals are required to be electronic. No hard copies will be accepted.

- A. Request Bid Specifications, #20120066 from Onvia, via phone 800-711-1712 or via internet www.cityofpsl.com
- B. Download the E-Bid Reply Excel Spreadsheet and save to your hard drive, program is in Excel Office 2003 Professional. Enter unit prices on the E-Bid Reply Excel Spreadsheet and save. The form will automatically total the unit prices.
- C. Complete company information on E-Bid Reply Sheet #20120066.
- D. Enter total price on E-Bid Reply Sheet #20120066. Totals shall agree with the E-Bid Reply Excel Spreadsheet that is to be uploaded at time of submittal. Discrepancies between the E-Bid Excel Spreadsheet, the E-Bid Reply Sheet #20120066 uploaded on Demandstar and the dollar amount listed on the Demandstar web page will be resolved in favor of the E-Bid Excel Spreadsheet that is uploaded at time of submittal.
- E. Electronically sign the E-Bid Reply Sheet #20120066 where indicated.
- F. Upload and submit the E-Bid Reply Sheet #20120066, E-Bid Reply Excel Spreadsheet, Contractor's Questionnaire, Non-Collusion Affidavit of Prime Bidder, Buy America Certificate of Compliance, Certification Regarding Lobbying, Certification Regarding Debarment, Contractor Verification Form, List of References, 5% Bid Bond, Five (5) completed Reference Check Forms (top portion only), Insurance Certificate(s), Trench Safety Act Compliance Statement, Drug Free Workplace Form, W-9 Form and the Checklist onto Demandstar by the due date and time. Acknowledge all Addenda on the E-Bid Reply Sheet #20120066.
- G. Upload and submit a copy of your license for this type of work; or in compliance with Florida Statute Chapter 489, a copy of the certificate issued by the State of Florida authorizing the Bidder(s) to transact business within the state.

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

1.9.1 Bid Documents for the project include the following:

- Bid Specifications– Pages 1 - 56
- E-Bid Reply Sheet #20120066
- Contractor's Questionnaire
- Reference Check Form (5 to be submitted with Bid)
- Schedule A - E-Bid Reply Excel Spreadsheet
- Non-Collusion Affidavit of Prime Bidder
- Buy America Certificate of Compliance
- Certification Regarding Lobbying
- Certification Regarding Debarment
- Contractor Verification Form
- List of References
- Trench Safety Compliance Form
- Drug Free Workplace Form
- Attachments:
 - Attachment A - Technical Specifications– pages 1 - 56.
 - Attachment B - Construction Plans, pages 1 - 9.
 - Attachment C - Environmental Reports, pages 1 - 11
 - Attachment D - Project Permits. 1 is issued and 1 is pending.
 - Attachment E - City of Port St. Lucie Utility Systems Department Utility Standards Manual, website.
 - Schedule A - E-Bid Reply Excel Spreadsheet, page 1 - 2.

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

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

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

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

1.9.6 Bid Security Bond - All Contractors shall include a Bid Security payable to the City of Port St. Lucie, Florida, in the amount of five percent (5%) of the total bid price. Security shall be either certified check, cashier's check, Irrevocable Letter of Credit from a solvent national or state bank, or Bid Bond issued by a Surety licensed to conduct business in the State of Florida. Surety shall have a rating of A or A+ by "Best's Rating Guide". The Bid Bond must be uploaded on Demandstar.com with all other required responses. Then the original Bid Bond must be received within three (3) business days after the opening or the bid may not be considered.

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

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

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

PLEASE NOTE

The City has implemented a **Purchasing Card Program**. The Bidder can take advantage of this program and in consideration receive payment within several days instead of the City's policy of net 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 (0) percent discount applies.

Bidders are requested to state on the Bid Reply Sheet if they will honor the VISA Purchasing Card. In the event of failure on the part of the Bidder to make this statement the City shall assume the purchase or contract price shall be governed by the net thirty (30) ARI policy.

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

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

1.12.1 Contract Time: The Contract Period is estimated at one hundred eighty (180) calendar days. The successful Bidder(s) will be required to commence work under this contract within ten (10) calendar days after the date identified in the 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 Engineer and the City 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 contract completion time due to weather, strikes, unavailable materials, or other similar causes over which the successful Bidder(s) has no control. Requests for time extension shall be submitted immediately but in no event more than two (2) weeks after occurrence of conditions, which, in the opinion of the successful Bidder(s), warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the successful Bidder(s) control.

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

1.14 Subcontracting or Assigning of the Contract - The Bidder shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or

Port St. Lucie Intermodal Transit Facility Construction Project

of his right, title or interest therein, to any person, firm or corporation without the written consent of the City. Each Bidder shall list all subcontractors and the work provided by the suppliers in the area provided on the Questionnaire.

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

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

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

1.16 Public Entity Statement - A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

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

1.17 Miscellaneous Testing - The Bidder(s) must agree to reimburse the City for any expenditures incurred by the City in the process of testing products supplied by the Bidder if said products prove to be defective and/or in other manners not in compliance with the specifications. Expenditures as defined therein shall include, but not limited to, the replacement value of products destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Bidder from other remedies.

1.18 City's Public Relations Image - The Bidder's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the Bidder involved in the execution of work that is deemed to be conducting him/her self in

Port St. Lucie Intermodal Transit Facility Construction Project

an unacceptable manner shall be removed from the project at the request of the City Manager, or his/her designee.

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

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

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

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

1.23 Material Safety Data Sheets (MSDS) – The Bidder is required to provide a copy of the Material Safety Data Sheets (MSDS) for all chemicals used in the execution of their work. The MSDS must be maintained by the user agency.

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

1.25 Permits – The selected Bidder shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation. Certain aspects of construction may not be allowed to occur until after these permits have been obtained. All building permits, licenses and certificates of inspection issued in connection with the work shall be delivered to the Engineer or City with successful Bidder(s) application for final payment. All permit fees shall be included in the contract amount and paid by the successful Bidder(s).

1.25.1 The Bidders shall be required to complete a **W-9 Taxpayer Identification Form**, provided with the City's contract, and return it with their bid package.

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

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

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

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

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

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

2. SPECIAL REQUIREMENTS

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

2.2 Warranty and Guarantee - All products furnished by the Bidder(s) shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the Bidder(s) to be free of defects in workmanship and material for a period of not less than three hundred sixty five (365) calendar days; said period to commence upon the date products are installed, or accepted by the City, whichever last occurs.

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

2.3 Samples - Samples of items, when required, must be furnished free of expense and, if not destroyed, will upon request, be returned at the Bidder's expense. Request for the return of samples must be made within thirty (30) days following opening of bids. Each individual sample must be labeled with

Bidder's name, bid number, and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Office of Management and Budget.

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

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

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

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

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

2.8 Emergencies - In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Bidder, or his designee, without special instruction or authorization from the City, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. In the event such actions are taken, the Bidder shall promptly give to the City written notice of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the City a written authorization signed by the City covering the approved changes and deviations will be issued. Appropriate compensation adjustments will be approved, provided the cause of the emergency was beyond the control of the Bidder.

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

Port St. Lucie Intermodal Transit Facility Construction Project

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

3. SPECIFIC REQUIREMENTS

3.1 Pre-Bid Conference - A pre-bid conference for all Bidders will be held at the City of Port St. Lucie in the Office of Management and Budget, Suite 390 Conference Room, 121 SW Port St. Lucie Boulevard, Bldg. A, Port St. Lucie, FL 34984 on **August 9, 2012 at 1:00 pm** at which time the specifications and other bidding documents will be explained, and questions regarding the project will be discussed. A site visit for this project may be available after this pre-bid conference.

3.2 Premises/Site Exploration: Location of project site is on the corner of Deacon Avenue and Belvedere Street, Port St. Lucie, Florida.

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

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

All night, Saturday, Sunday, and/or Holiday work must be authorized by the City and requires that the Contractor obtain a noise permit from the City Police Department. All night work within the City's right-of-way requires a minimum 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.

3.4 Scope of Work to be Performed

Port St. Lucie Intermodal Transit Facility Construction Project: The project is the construction of a Transit Facility located on a 1.8 acre parcel on the northwest corner of Deacon Avenue and Belvedere Street. The project will be funded by an Intermodal Grant through a Joint Participation Agreement with FDOT. The Contractor is not required to be on the FDOT Pre-qualified Contractor's List as the project is not on a state road.

The project includes the construction of a twenty (20) foot by one hundred forty eight (148) foot concrete pad, parking area to accommodate four (4) transit buses, a parking lot with twenty four (24)

Port St. Lucie Intermodal Transit Facility Construction Project
parking spaces, three (3) driveways and culverts, a dry detention area, a bicycle rack, an informational kiosk, a drinking water fountain, sidewalks, and all facilities needed to provide a complete facility per the Construction Plans and Contract Documents.

The work for this project includes, but is not limited to:

- Sediment and Erosion Control
- Surveying
- Clearing and Grubbing
- Earthwork
- Drainage
- Water Service Line
- Paving
- Striping and Signage
- Concrete
- Sod
- Furnish and install Bicycle Rack, Informational Kiosk and Drinking Water Fountain
- Preparation of Record Drawings
- All other work necessary to complete the project as shown and described in the Contract Plans and Documents.

As part of the bid, the Contractor shall provide an optional bid for the construction of approximately three hundred forty (340) feet of five (5) foot wide sidewalk on Deacon Avenue between Airoso Blvd and the project site. The City reserves the right to add this option to the Base Bid if funding is available.

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

4. BID, PERFORMANCE AND PAYMENT BOND REQUIREMENTS

4.1 Proposal Guaranty - A Bid Bond, certified check, cashiers check, bank money order, bank draft of any national or state bank, or cash, in a sum of not less than five percent (5%) of the amount of the bid, made payable to the "City of Port St. Lucie", shall accompany each proposal as a guarantee that the Bidder will execute the required Contract and promptly deliver the required Insurance Certificates, and other documentation required by these Specifications. Bid Bonds must be executed by a fully authorized Surety licensed by the State of Florida. The failure on the part of the Bidder to comply with this requirement will be cause for the rejection of the bid.

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

4.3 Payment & Performance Bonds - The selected Bidder shall furnish an acceptable Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes.

Port St. Lucie Intermodal Transit Facility Construction Project

in the amount of one hundred percent (100%) of the Contract price. The City will execute the Contract, it being agreed and understood that the City will not be bound unless and until it has been duly authorized by the City Council and has been executed by the City Manager. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force a minimum of one (1) year after the work required has been completed and final acceptance by the City.

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

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

4.4 Execution of Contract - After the recipient of an award has been determined and necessary approval obtained, the City will prepare a formal Contract to be executed by the parties. The Contract will be in substance the same as the Contract given to the Bidder with these Specifications. The Bidder shall execute the Contract, deliver the required Insurance Certificates and policies, and other documentation, and furnish an acceptable Performance and Payment Bond. It is agreed and understood that the City will not be bound by the Contract unless and until it has been duly authorized by the City Council and has been executed by the City Manager and a purchase order or Visa order form has been issued.

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

5. INSURANCE REQUIREMENTS

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

Bidders are required to submit a copy of their current insurance certificates with the Bid Reply Sheet. The Bidder including any and all independent contractors and subcontractors utilized must comply with

Port St. Lucie Intermodal Transit Facility Construction Project

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

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

5.2 Workers Compensation - The Bidder shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should scope of work performed by contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

5.3 Business Auto Policy - The Bidder shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000.00 each occurrence for any auto, owned, non-owned and hired automobiles. In the event, the Bidder does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Bidder to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must list the City as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

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

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

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG20101185 or CG20371001 & CG20100704) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of 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 shall be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage for the hazards of explosion, collapse and

Port St. Lucie Intermodal Transit Facility Construction Project

underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause. There shall be no exclusion for Mold, Silica or Respirable Dust or Bodily Injury or Property Damage arising out of heat, smoke, fumes or ash from a hostile fire.

5.5 Additional Insured Requirements & Certificates of Insurance - Immediately following notification of the award of this Contract, Bidder shall agree to deliver to the City a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Bid have been obtained and are in full force and effect. Said certificate(s) shall be specifically endorsed to provide a minimum thirty (30) day written notice to the City prior to cancellation, non-renewal or adverse change of coverage. In the "Description of Operations ..." Certificate shall list Contract #20120066 for the Port St. Lucie Intermodal Transit Facility Construction Project. The name for the Additional Insured endorsement issued by the insurer shall read "City of Port St. Lucie, a municipality of the State of Florida, its officers, employees, agents and the public - Contract #20120066". Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance.

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

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

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

5.9 Certificate(s) of Insurance - Immediately following notification of the award of this Contract, Bidder shall agree to deliver to the City a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Bid have been obtained and are in full force and effect. Such Certificate(s) of Insurance and policy shall be specifically endorsed to provide a minimum thirty (30) day written notice to the City prior to cancellation, non-renewal or adverse change of coverage. In the "Description of Operations ..." Certificate shall list Contract #20120066 for the Port St. Lucie Intermodal Transit Facility Construction Project.

5.10 Umbrella or Excess Liability - The Bidder may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, or Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or 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."

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

6. ADDITIONAL INFORMATION

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

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

6.3 Withdrawal of Bids - A Bidder may withdraw his bid without prejudice no later than the day and hour set in the E-Bid by removing all documents from Demandstar.

6.4 Bid Information - For information concerning procedures for responding to this bid, contact Robyn Holder, CPPB at (772) 344-4293, Fax 772-871-7337, Email: rholder@cityofpsl.com. Such contact is to be for clarification purposes only. To ensure fair consideration for all Bidders, it must be clearly understood that Ms. Holder is the only individual who is authorized to represent the City during this Bid process. Questions submitted to any other person in any other department will not be addressed. Final date for question, in writing, is August 21, 2012. Additionally, the City prohibits communications initiated by a bidder to **any** City Official or employee evaluating or considering the bids (**up to and including the Mayor and City Council**), prior to the time an award decision has been made.

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

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

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E-Bid Reply Sheet #20120066

**PORT ST. LUCIE INTERMODAL TRANSIT FACILITY
CONSTRUCTION PROJECT
FDOT JPA (JOINT PARTICIPATION AGREEMENT)
FINANCIAL PROJECT NO. 432128.1.94.01**

1. **COMPANY NAME:** _____

DIVISION OF: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

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

CONTACT PERSON: _____ E-MAIL: _____

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

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

President

Vice President

Treasurer

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

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

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

Addendum Number	Date Issued

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

5. BID RESPONSE:

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

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

5.3 Bid Reply Sheet Base Bid Total from Schedule "A": \$ _____

5.4 Number of calendar days needed for completion of the Base Bid project:
 _____ calendar days.

5.5 Number of additional calendar needed for the completion of the Base Bid plus Option A:
 _____ calendar days.

Listed below are items that are to be included on the E-Bid Reply Excel Spreadsheet "Schedule "A", completed electronically by Bidders and submitted with bid packet. Award will be based on the total of lines numbers 1- 39 that represent the best value to the City.

Reference Use Only- Use E-Bid Reply Excel Spreadsheet to reply to this Bid

SCHEDULE A

Pay Item Number*	Pay Item Description*	Quantity	Unit
GENERAL ITEMS			
101-1	MOBILIZATION	1	LS
101-1B	PRE-CONSTRUCTION VIDEO	1	LS
101-1D	BICYCLE RACK	1	EA
102-1	MAINTENANCE OF TRAFFIC	1	LS
104-10-3	SEDIMENT BARRIER	1200	LF
104-15	SOIL TRACKING PERVENTION DEVICE	1	EA
108-1	CONSTRUCTION LAYOUT/RECORD DRAWINGS	1	LS
110-1-1	CLEARING AND GRUBBING	1	LS
PAVING & DRAINAGE			
120-1	REGULAR EXCAVATION & EMBANKMENT	267	CY
160-4	TYPE B STABILIZATION (12") (LBR 40)	2955	SY
285-701	OPTIONAL BASE, BASE GROUP 6 (LBR 100)	2932	SY
334-1-12	SUPERPAVE ASPHALTIC CONC, TRAFFIC B	2932	SY
425-1-521	INLET (DITCH BOTTOM) (TYPE C) (<10')	2	EA
425-1-911	INLETS, CLOSED FLUME	2	EA
430-174-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"SD	115	LF
430-174-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"SD	178	LF
430-984-625	MITERED END SECTION, OPTIONAL OTHER-ELLIP/ARCH, 18"SD	2	EA
430-984-629	MITERED END SECTION, OPTIONAL OTHER-ELLIP/ARCH, 24"SD	6	EA

Port St. Lucie Intermodal Transit Facility Construction Project

455-1A	DEWATERING FOR CONSTRUCTION OPERATIONS	1	LS
520-1-10	CONCRETE CURB AND GUTTER, TYPE F	281	LF
520-2-4	CONCRETE CURB, TYPE D	194	LF
520-2-9	CONCRETE CURB, SPECIAL, HEADER	288	LF
522-1	CONCRETE SIDEWALK (4" THICK)	665	SY
570-1-2	PERFORMANCE TURF (SOD)	3877	SY
SIGNING & PAVEMENT MARKING			
700-20-11	SINGLE POST SIGN, F&I, LESS THAN 12 SF	8	AS
700-20-12	SINGLE POST SIGN, F&I, 12-20 SF	2	AS
710-11-111	PAINTED PAVEMENT, STANDARD WHITE, SOLID, 6"	0.3	NM
710-11-421	PAINTED PAVEMENT, STANDARD BLUE, SOLID, 6"	346	LF
711-11-460	PAINTED PAVEMENT, STANDARD BLUE MESSAGE	4	EA
711-11-111	THERMOPLASTIC, STANDARD WHITE, SOLID, 6"	0.03	NM
711-11-124	THERMOPLASTIC, STANDARD WHITE, SOLID, 18"	218	LF
711-11-125	THERMOPLASTIC, STANDARD WHITE, SOLID, 24"	316	LF
711-11-170	THERMOPLASTIC, STANDARD WHITE, ARROW	10	EA
711-11-211	THERMOPLASTIC, STANDARD YELLOW, SOLID, 6"	0.1	NM
711-11-224	THERMOPLASTIC, STANDARD YELLOW, SOLID, 18"	136	LF
UTILITY			
1000-1	UTILITY ADJUSTMENTS	1	LS
1050-11-321	UTILITY PIPE, F&I, PE, WATER, 2"	118	LF
1080-11-23	UTILITY FIXTURES, F&I, 2-4.9", TAPPING SADDLE/SLEEVE	1	EA

OPTIONAL BID ITEM A			
522-1A	DEACON AVENUE SIDEWALK (includes necessary handrails, gravity wall, sidewalk and drainage improvements)	340	LF

Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item offered shall be entered on the Schedule "A", Excel Bid Reply Sheet for each line item, and such price shall include total cost unless otherwise specified. A total shall be figured and entered on 5.3 above. In case of discrepancy between the unit price and the extended price, the unit price will be presumed correct.

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

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

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

9. CERTIFICATION

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

Signature Date

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

Signature Title

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

(seal)

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CONTRACTOR'S QUESTIONNAIRE

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

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

Dated at _____, this ___ day of _____, 2012
(Location)

Name of Organization/Contractor: _____

By: _____
Name and Title

Seal:

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

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

Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

3. Contact person: _____

4. Firm's previous names (if any). _____

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

6. Area of expertise: _____

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

Project Number 1

Project Name: _____

Description: _____

Port St. Lucie Intermodal Transit Facility Construction Project

Location:

Client Name and Phone Number:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 2

Project Name:

Description:

Location:

Client Name and Phone Number:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 3

Project Name:

Description:

Location:

Client Name and Phone Number:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 4

Project Name:

Port St. Lucie Intermodal Transit Facility Construction Project

Description:

Location:

Client Name and Phone Number:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 5

Project Name:

Description:

Location:

Client Name and Phone Number:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

8. Number of full time personnel:

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

9. List all subcontractors and major material suppliers for the project. Include scope of work, telephone numbers, and contact information. Insert additional lines if necessary.

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

(Insert additional lines if necessary.)

11. Status of current contracts. Please provide the number of current contracts as well as a sample list of the projects currently underway. Insert additional pages if needed.
12. How will the Contractor be able to meet the project timeline and budget given the current work load, work force and equipment?

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

Yes () No ()

If yes, please explain:

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

(N/A is not an acceptable answer - insert lines if needed)

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

(N/A is not an acceptable answer - insert lines if needed)

16. List any criminal violations and/or convictions of the Proposer and/or any of its principals:

(N/A is not an acceptable answer - insert lines if needed)

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

Yes () No ()

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

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

Yes () No ()

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

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

20. Provide information regarding any favorable cost containment approaches or ideas that have been successful for you. (Please limit to one (1) page)
-
-

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

**CITY OF PORT SAINT LUCIE
CONTRACT FORM**

This CONTRACT, executed this _____ day of _____, 2012, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipality of the State of Florida, hereinafter called "City" party of the first part, and *name of Contractor, address, Telephone No. () _____ Fax No. () _____*, hereinafter called "Contractor", party of the second part.

RECITALS

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

PROJECT MANAGER

As used herein the Project Manager shall mean Clyde Cuffy, of the City's Engineering Department, at (772) 871-7643, or her designee.

NOTICES

City Project Manager: 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 that the Contractor has agreed to perform pursuant to the E-Bid Specifications #20120066, Technical Specifications and all Addenda for the **Port St. Lucie Intermodal Transit Facility Construction Project, JPA (Joint Participation Agreement) Financial Project No. 432128.1.94.01**, Attachments A - E which includes the construction drawings, sheets 1 through 9 prepared by Culpepper & Terpening, Inc. dated January 17, 2012, are hereby incorporated by this reference.

**SECTION II
TIME OF PERFORMANCE**

The Contract Period start date will be _____ and will terminate _____ calendar days thereafter 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 Manager until all work specified in the bid specifications has been rendered.

Written requests shall be submitted to 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 immediately but in no event more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

**SECTION III
COMPENSATION**

The total amount to be paid by the City to the Contractor is on a per unit price basis at \$ _____, 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, if applicable, will be held as per Florida Statutes, Section 218.735 (8)(a)-(b) of ten percent (10%) on each invoice submitted. The City will make payment unless the City feels there are grounds for withholding the payment of Retainage. If the City makes payment of the Retainage to the Contractor then the Contractor shall timely remit payment of such Retainage to all subcontractors and suppliers attributable to the labor, services or material supplied. All remaining retained amounts will be released to the Contractor net thirty (30) days after final completion of work and the City's acceptance of project. Partial Release of Liens from all Contractors, subcontractors, suppliers for materials and sub-sub contractors are to be attached to each pay request. Retainage 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 less any liquidated damages assessed against the Contractor.

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

Port St. Lucie Intermodal Transit Facility Construction Project

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

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

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

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

SECTION IV CONFORMANCE WITH BID

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

SECTION V INDEMNIFICATION/INSURANCE

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

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

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that 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

Port St. Lucie Intermodal Transit Facility Construction Project

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 \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

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

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
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 City 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 municipality 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 municipality of the State of Florida, Port St. Lucie Intermodal Transit Facility Construction Project shall be listed as additionally insured, Contract #20120066". The Certificate of Insurance and policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this

Port St. Lucie Intermodal Transit Facility Construction Project

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 \$500,000.00 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 one hundred (100%) percent of the Contract price. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect a minimum of one (1) year after the work has been completed and final acceptance of the work is issued by the City.

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

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

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

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

**SECTION VII
WORK CHANGES**

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

**SECTION VIII
COMPLIANCE WITH LAWS**

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

**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. On completion of the work, Contractor shall remove all Contractors' equipment and all excess materials, and put the work area in a neat, clean and sanitary condition.

**SECTION X
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 required work performed Contractor shall submit a request for inspection in writing to the Project Manager.

**SECTION XII
DELIVERY DOCUMENTATION**

Not applicable to the Contract.

**SECTION XIII
INSPECTION AND CORRECTION OF DEFECTS**

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section III. If, on such inspection the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity, if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Such examination, inspection, or tests made by the Project Manager, shall not relieve Contractor of its responsibility to remedy any deviation, deficiency, or defect.

**SECTION XIV
ADDITIONAL REQUIREMENTS**

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

The City shall be listed as an original owner on all manufacturers' warranties, if any, for materials and services.

**SECTION XV
LICENSING**

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

**SECTION XVI
SAFETY PRECAUTIONS**

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

**SECTION XVII
ASSIGNMENT**

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

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

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

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City five hundred sixty six (\$566.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

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

Port St. Lucie Intermodal Transit Facility Construction Project

D. Termination by the City. 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, 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 XXIX LAW AND VENUE

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

SECTION XX REIMBURSEMENT FOR INSPECTION

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

SECTION XXI 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 XXII APPROPRIATION APPROVAL

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

**SECTION XXIII
RENEWAL OPTION**

“Not Applicable”

**SECTION XXIV
ENTIRE CONTRACT**

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

(Balance of page intentionally left blank.)

Port St. Lucie Intermodal Transit Facility Construction Project

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

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

ATTEST:

By: _____
City Clerk

By: _____
Authorized Representative of (company name)

State of: _____

County of: _____

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

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

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

Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(seal)

DRUG-FREE WORKPLACE FORM

The undersigned vendor 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 under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Bidder's Signature

Date

Port St. Lucie Intermodal Transit Facility Construction Project
CITY OF PORT ST LUCIE

121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223 Fax 772-871-7337

REFERENCE FORM

Proposer's Instructions: Fill out top portion only. The City will send form to reference company for completion by them after City's receipt of form in RFP Response.
(Please print or type)

E-Bid #20120066

Title: Port St. Lucie Intermodal Transit Facility Construction Project

Bidder Name/Company: _____

Reference Name: _____ Fax #: _____

Email: _____ Telephone #: _____

Person to contact: _____

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

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

Was the project completed on time and within budget? _____

What was the project completion date? _____

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

What problems were encountered (claims) if any? _____

How many change orders were requested by this Proposer? _____

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

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

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

Comments:

Signature of Reference: _____

For OMB Use Only	
Reference Checked	
Clerk Checked	

CITY OF PORT ST. LUCIE, FLORIDA
E-BID NO. 20120066
PROJECT TITLE: Port St. Lucie Intermodal Transit Facility Construction Project
FDOT JPA Financial Project No. 432128.1.94.01

CONTRACTOR VERIFICATION FORM

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of Firm: _____

Corporate Title: _____

Address: _____

_____ (Zip Code)

By: _____ (Print name) _____ (Print title)

(Authorized Signature)

Telephone: () _____

Fax: () _____

State License # _____ (ATTACH COPY)

County License # _____ (ATTACH COPY)

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

Type of License: _____

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER
CITY OF PORT ST. LUCIE, FLORIDA
E-BID NO. 20120066

PROJECT TITLE: Port St. Lucie Intermodal Transit Facility Construction Project
FDOT JPA Financial Project No. 432128.1.94.01

State of _____ }

County of _____ }

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

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

(Signed) _____

(Title) _____

STATE OF FLORIDA }
COUNTY OF PALM BEACH }SS:

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

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

Notary (print & sign name)

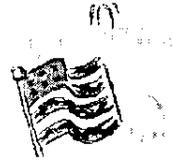
Commission No. _____

CITY OF PORT ST. LUCIE, FLORIDA
E-BID NO. 20120066

PROJECT TITLE: Port St. Lucie Intermodal Transit Facility Construction Project
FDOT JPA Financial Project No. 432128.1.94.01

BUY AMERICA CERTIFICATE OF COMPLIANCE

CERTIFICATE OF COMPLIANCE



COMPLIANCE

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

Company Name: _____

Authorized By: _____
(Sign) (Print Name)

Title: _____ Date: _____

CITY OF PORT ST. LUCIE, FLORIDA

E-BID NO. 20120066

**PROJECT TITLE: Port St. Lucie Intermodal Transit Facility Construction Project
FDOT JPA Financial Project No. 432128.1.94.01**

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

Company Name: _____

Authorized By: _____
(Sign) (Print Name)

Title: _____ Date: _____

CITY OF PORT ST. LUCIE, FLORIDA
E-BID NO. 20120066

PROJECT TITLE: Port St. Lucie Intermodal Transit Facility Construction Project
FDOT JPA Financial Project No. 432128.1.94.01

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

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

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

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

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

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

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

Company Name: _____

Authorized By: _____
(Sign) (Print Name)

Title: _____ Date: _____

CITY OF PORT ST. LUCIE, FLORIDA
E-BID NO. 20120066

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Name: **Port St. Lucie Intermodal Transit Facility Construction Project**
FDOT JPA Financial Project No. 432128.1.94.01

Project Location: Port St. Lucie, Florida

Project Location: Corner of Deacon Avenue and Belvedere Street, Port St. Lucie, Florida

Instructions:

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

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

Certification

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

_____ Dollars	
(Written)	(Figures)
3. The amount listed above has been included within the Base Bid.

Certified: _____
(Company-Contractor)

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

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

NOTARY PUBLIC

STATEMENT OF NO BID

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

Bid: # 20120066

Bid Title: **Port St. Lucie Intermodal Transit Facility Construction Project**

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

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

Remarks: _____

Company Name: _____ Telephone: () _____

Division: _____

Address: _____

Signature: _____ Date: _____

CHECKLIST

BID # 20120066

Port St. Lucie Intermodal Transit Facility Construction Project

Name of Bidder: _____

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

- _____ Bid Reply Sheet #20120066 with proper signatures upload to Demandstar.
- _____ E-Bid Reply Excel Spreadsheet uploaded to Demandstar.
- _____ Drug-Free Workplace Form uploaded to Demandstar.
- _____ 5% Bid Bond uploaded to Demandstar and mailed in immediately after opening.
- _____ All pricing has been mathematically reviewed and all corrections have been initialed.
- _____ All price extensions and totals have been thoroughly checked.
- _____ Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #20120066.
- _____ Required W-9 as per Section 1.25.1 uploaded to Demandstar.
- _____ Copy of Insurance Certificate in accordance with Section 5 of the E-Bid documents uploaded to Demandstar.
- _____ Copy of all required licenses and certifications to do work in the City of Port St. Lucie uploaded to Demandstar.
- _____ Have reviewed the Contract and accept all City Terms and Conditions.
- _____ Contractor's Questionnaire uploaded to Demandstar.
- _____ Required forms: Non-Collusion Affidavit of Prime Bidder; Buy America Certificate of Compliance; Certification Regarding Lobbying; Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions; List of Current Contracts; Trench Safety Compliance form; List of References and Contractor Verification Form. All forms are to be uploaded to Demandstar.
- _____ List of all sub-contractors (Use the Questionnaire for providing all sub-contractors). All requested information is to be uploaded to Demandstar.
- _____ Five (5) completed Reference Check Forms uploaded to Demandstar.
- _____ Copy of the Checklist uploaded to Demandstar.
- _____ List of Projects (complete the Contractor's Questionnaire)

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

ATTACHMENT A

Technical Specifications

*City of Port St. Lucie
Port St. Lucie Intermodal Transit Facility Construction Project
FDOT JPA Financial Project No. 432128.1.94.01
City of Port St. Lucie, Florida*

(56 page to follow as a separate attachment)

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ATTACHMENT B

Construction Plans
Prepared by Culpepper & Terpening, Inc. dated January 17, 2012

City of Port St. Lucie
Port St. Lucie Intermodal Transit Facility Construction Project
FDOT JPA Financial Project No. 432128.1.94.01
City of Port St. Lucie, Florida

(9 pages to follow as a separate attachment)

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ATTACHMENT C

Environmental Reports

*City of Port St. Lucie
Port St. Lucie Intermodal Transit Facility Construction Project
FDOT JPA Financial Project No. 432128.1.94.01
City of Port St. Lucie, Florida*

Port St. Lucie Intermodal Transit Facility Gopher Tortoise Survey, prepared by R.L.Weigt Environmental Consultants, Inc. dated June 20, 2012.

(11 pages follows as a separate attachment)

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ATTACHMENT D

Project Permits

*City of Port St. Lucie
Port St. Lucie Intermodal Transit Facility Construction Project
FDOT JPA Financial Project No. 432128.1.94.01
City of Port St. Lucie, Florida*

- South Florida Water Management District (SFWMD) Environmental Resource Permit (ERC), pages 1 - 10.
- Florida Fish and Wildlife Commission Permit - Application #9920 is pending.

(all permits will follow as a separate attachment)

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ATTACHMENT E

*City of Port St. Lucie
Port St. Lucie Intermodal Transit Facility Construction Project
FDOT JPA Financial Project No. 432128.1.94.01
City of Port St. Lucie, Florida*

City of Port St. Lucie Utility Systems Department - Utility Standards Manual 2011
Edition, effective October 1, 2011 consisting of 165 pages.

ALL CAN BE FOUND ON THE WEBSITE:

[HTTP://WWW.CITYOFPSL.COM/UTILITY/COMMERCIAL-DEVELOPMENT/UTILITY-CD-DESIGN-REVIEW.HTML](http://WWW.CITYOFPSL.COM/UTILITY/COMMERCIAL-DEVELOPMENT/UTILITY-CD-DESIGN-REVIEW.HTML)

These documents are included by reference as part of the Contract and hereby made a part of the Contract Documents.

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CITY OF PORT ST. LUCIE

Sealed Electronic Bid #20120066 - Attachment A (E-Bid)

Port St. Lucie Intermodal Transit Facility Construction Project

FDOT JPA Financial Project No. 432128.1.94.01

TECHNICAL SPECIFICATIONS - PART 1

GENERAL REQUIREMENTS

TABLE OF CONTENTS

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

ARTICLE 1
DEFINITION OF TERMS

1.1 GENERAL

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

1.2 ACT OF GOD

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

1.3 ASBESTOS

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

1.4 A.S.T.M. DESIGNATION

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

1.5 BID

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

1.6 BID OR PROPOSAL GUARANTEE

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

1.7 BIDDER

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

1.8 CHANGE ORDER

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

1.9 CONTRACT AMENDMENT

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

1.10 CONTRACT

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

1.11 CONTRACT DOCUMENTS

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

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

1.12 PROJECT MANAGER

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

1.13 CONTRACTOR

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

1.14 DEPARTMENT (FDOT)

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

1.15 DIRECTED, ORDERED, APPROVED & ETC.

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

1.16 ENGINEER

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

1.17 GENERAL REQUIREMENTS

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

1.18 HAZARDOUS WASTE

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

1.19 INSPECTOR

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

1.20 LABORATORY

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

1.21 MILESTONE

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

1.22 CITY

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

1.23 PLANS

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

1.24 SAMPLES

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

1.25 SPECIAL CONDITIONS

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

1.26 SPECIFICATIONS

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

1.27 SUBCONTRACTOR

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

1.28 SURETY

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

1.29 UNDERGROUND FACILITIES

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

1.30 UNIT PRICE WORK

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

1.31 WORK

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

1.32 WORK CHANGE DIRECTIVE

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

1.33 WRITTEN NOTICE

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

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

ARTICLE 2 **SPECIFICATIONS AND RELATED DATA**

2.1 INTENT OF SPECIFICATIONS

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

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

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

2.2 CONFLICT

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

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

- A. Amendment

- B. Special Provisions/Conditions
- C. Supplemental Specifications
- D. FDOT Standard Specifications for Road and Bridge Construction, latest edition.

2.3 DISCREPANCIES

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

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

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

2.4 CONTRACT DOCUMENTS AT JOB SITE

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

2.6 SAMPLING AND TESTING

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

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

- A. 105-3.2 Personnel
- B. 105-3.7.4 Describing Documentation Procedure
- C. 105-3.10 Testing Laboratories
- D. 105-5.2 QC Manager

- E. 105-5.5 Earthwork QC Technicians
- F. 105-5.6 Asphalt QC Technicians
- G. 105-5.7 Concrete QC Technicians
- H. 105-5.8.4 Concrete Post-Tensioned Segmental Box Girder Construction
- I. 105-5.8.6.1 Concrete Other than Post-Tensioned Segmental Box Girder Construction
- J. 105-5.10 Signal Installation Inspector

The testing of samples and materials shall be made at the expense of the CITY, except where indicated otherwise. The CONTRACTOR shall furnish any required samples without charge. The CITY / ENGINEER shall be given sufficient notification of the placing of orders for materials to permit testing.

As an exception to the above, when the CONTRACTOR represents a material or an item of work as meeting Specifications and under recognized test procedures it fails, the CONTRACTOR shall be responsible for all expenses associated with failed tests, billed at the Testing Laboratory's standard rate for individual tests.

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

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

2.7 SHOP DRAWINGS

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

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

DEFINITIONS FOR THIS SECTION 2.7:

- A. Shop Drawings. All working, shop and erection drawings, associated trade literature, calculations, schedules, manuals and similar documents submitted by the CONTRACTOR to define some portion of the project work. The type of work includes both permanent and temporary works as appropriate to the project.
- B. Permanent Works. All the permanent structures and parts thereof required of the completed Contract.
- C. Temporary Works. Any temporary construction work necessary for the construction of the permanent works. This includes falsework, formwork, scaffolding, shoring, temporary earthworks, sheeting, cofferdams, special erection equipment and the like.
- D. Construction Affecting Public Safety. Construction that may jeopardize public safety such as structures spanning functioning vehicular roadways, pedestrian walkways, railroads, navigation channels of navigable waterways and walls or other structure foundations located in embankments immediately adjacent to functioning roadways. It does not apply to those areas of the site under the CONTRACTOR's control and outside the limits of normal public access.
- E. Major and Unusual Structures. Bridges of complex geometry and/or complex design. Generally, this includes the following types of structures:
1. Bridges with an individual span longer than 300 feet (100 m).
 2. Structurally continuous superstructures with spans over 150 feet (45m).
 3. Steel box and plate girder bridges.
 4. Steel truss bridges.
 5. Concrete segmental and longitudinally post-tensioned continuous girder bridges.
 6. Cable stayed or suspension bridges.
 7. Arch bridges.
 8. Tunnels.
 9. Movable bridges (specifically electrical and mechanical components).
 10. Rehabilitation, widening, or lengthening of any of the above.
- F. Special Erection Equipment includes launching gantries, beam and winch equipment, form travelers, stability towers, strong-backs, erection trusses, launching noses or similar items made purposely for construction of the structure. It does not apply to commonly available proprietary construction equipment such as cranes.
- G. Falsework includes any temporary construction work used to support the permanent structure until it becomes self-supporting. Falsework includes steel or timber beams, girders, columns, piles and foundations, and any proprietary equipment including modular shoring frames, post shores, and adjustable horizontal shoring.

- H. Formwork includes any structure or mold uses to retain plastic or fluid concrete in its designated shape until it hardens. Formwork comprises common materials such as wood or metal sheets, battens, soldiers and walers, ties, proprietary forming systems such as stay-in-place metal forms, and proprietary supporting bolts, hangers and brackets. Formwork may be either permanent formwork requiring a shop drawing submittal such as stay-in-place metal or concrete forms, or may be temporary formwork which requires certification by the Specialty ENGINEER for Construction Affecting Public Safety and for Major and Unusual Structures.
- I. Scaffolding is an elevated work platform used to support workmen, materials and equipment, but not intended to support the structure.
- J. Shoring is a component of falsework such as horizontal, vertical or inclined support members. In this item, this term is interchangeable with falsework.
- K. Contractor Originated Designs. Items which the Contract Documents require the CONTRACTOR to design, detail and incorporate into the permanent works.
- L. CONTRACTOR Responsibility for accuracy and Coordination of Shop Drawings: Coordinate, schedule, and control all submittals, with a regard for the required priority, including those of the various Subcontractors, suppliers, and engineers, to provide for an orderly and balanced distribution of the work.
1. Coordinate, review, date, stamp, approve and sign all shop drawings prepared by the CONTRACTOR or agents (subcontractor, fabricator, supplier, etc.) prior to submitting them to the Engineer of Record for review. Submittal of the drawings confirms verification of the work requirements, units of measurement, field measurements, construction criteria, sequence of assembly and erection, access and clearances, catalog numbers, and other similar data. Indicate on each series of drawings the specification section and page or drawing number of the Contract plans to which the submission applies. Indicate on the shop drawings all deviations from the Contract drawings and itemize all deviations in the letter of transmittal. Likewise, whenever a submittal does not deviate from the Contract plans, clearly state so in the transmittal letter.
 2. Schedule the submission of shop drawings to allow for a three (3) week review period. The review period commences upon the Engineer of Record's receipt of the valid submittal or re-submittal and terminates upon the transmittal of the submittal back to the CONTRACTOR. A valid submittal includes all the minimum requirements outlined in FDOT Standard Specifications Section 5-1.4.4. Allow two (2) week review time for re-submittals.
 3. Submit shop drawings to facilitate expeditious review. The CONTRACTOR is discouraged from transmitting voluminous submittals of shop drawings at one time. For submittals transmitted in this manner, allow for the additional review time that may result.

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

2.8 QUALITY OF EQUIPMENT AND MATERIALS

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

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

The CONTRACTOR shall abide by the CITY's/ENGINEER's judgment when proposed substitution of materials or items or equipment is judged to be unacceptable and shall furnish the specified material or item of equipment in such case. All proposals for substitutions shall be submitted to the ENGINEER and the CITY in writing by the CONTRACTOR and not by individual trades or material suppliers. The ENGINEER and CITY 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 and the CITY in writing.

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

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

2.9 EQUIPMENT AND MATERIAL APPROVAL DATA

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

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

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

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

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

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

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

ARTICLE 3 **ENGINEER-CITY-CONTRACTOR RELATIONS**

3.1 ENGINEER'S RESPONSIBILITY AND AUTHORITY

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

Immediately Comply With any Suspension Order: Do not resume operations until authorized to do so by the ENGINEER and the CITY 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 and the CITY'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, with the CITY's permission, suspends the CONTRACTOR's operations for an indefinite period, store all materials in such manner that they will not obstruct or impede the traveling public unnecessarily or become damaged in any way. Take every reasonable precaution to prevent damage to or deterioration of the work performed. Provide suitable drainage of the roadway by opening ditches, shoulder drains, etc., and provide any temporary structures necessary for public travel through the project.

Permission to Suspend CONTRACTOR's Operations: Do not suspend operations or remove equipment or materials necessary for completing the work without obtaining the ENGINEER's written permission that has been approved by the CITY. 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. The CONTRACTOR is not entitled to any additional compensation for suspension of operations during such holiday periods.

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

3.4 CONSTRUCTION REVIEW OF WORK

The ENGINEER and the CITY may appoint such assistants and representatives as they may desire. 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 and the CITY will immediately notify the CONTRACTOR in writing of any suspension of the work, stating in detail the reasons for the suspension. The presence of the inspector or other assistant in no way lessens the responsibility of the CONTRACTOR.

3.5 FIELD TESTS AND PRELIMINARY OPERATION

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

Do not perform work or furnish materials without obtaining inspection by the ENGINEER or his representative. Furnish the ENGINEER with every reasonable facility for ascertaining whether the work performed and materials used are in accordance with the requirements and intent of the contract documents. If the ENGINEER, so requests, at any time before final acceptance of the work remove or uncover such portions of the finished work as directed. After examination, restore the uncovered portions of the work to the standard required by the contract documents. If the CITY or ENGINEER determines that the work so exposed or examined is unacceptable,

perform the uncovering or removal, and the replacing of the covering or making good of the parts removed, at no expense to the CITY. However, if the ENGINEER determines that the work thus exposed or examined is acceptable, the CITY will pay for the uncovering or removing, and the replacing of the covering or making good of the parts removed in accordance with Paragraph 4-6.

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

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

3.7 CONTRACTOR'S SUPERINTENDENT

A qualified superintendent, who is acceptable to the CITY and or the 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 and the CITY in writing.

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

3.9 CITY'S RIGHT TO TERMINATE CONTRACT AND COMPLETE WORK

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

- A. Fails to begin the work under the Contract within the time specified in the Contract.
- B. Fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure prompt completion of the Contract.
- C. Performs the work unsuitably, or neglects or refuses to remove materials or to perform anew such work that the ENGINEER rejects as unacceptable and unsuitable.
- D. Discontinues the prosecution of the work, or fails to resume discontinued work within a reasonable time after the ENGINEER notifies the CONTRACTOR to do so.
- E. Becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily or involuntarily.
- F. Allows any final judgment to stand against him unsatisfied for a period of ten calendar days.
- G. Makes an assignment for the benefit of creditors.
- H. Fails to comply with contract requirements regarding minimum wage payments or EEO requirements.
- I. Fails to comply with the ENGINEER's written suspension of work order within the time allowed for compliance and which time is stated in that suspension of work order.
- J. For any other cause whatsoever, fails to carry on the work in an acceptable manner, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of the CITY.
- K. Fails to comply with FDOT Standard Specification Section 3.9.
- L. Fails to maintain the proper insurance coverage throughout the life of the contract.

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

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

prior written notice to the CONTRACTOR and without violating the contract, to take the prosecution of the work out of the hands of the CONTRACTOR and to declare the CONTRACTOR in default.

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

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

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

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

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

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

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

3.10 RIGHTS OF VARIOUS INTERESTS

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

3.11 SEPARATE CONTRACTS

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

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

3.12 SUBCONTRACTS AND PURCHASE ORDERS

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

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

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

3.13 WORKS DURING AN EMERGENCY

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

3.14 ORAL AGREEMENTS

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

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

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

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

3.16 UNAUTHORIZED WORK

Work done without lines and/or grades having been established, work done without proper inspection, or any changes made or extra work done without written authority will be done at the CONTRACTOR's risk and will be considered unauthorized, and, at the option of the ENGINEER and the CITY, 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.

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 Utility Standards Manual 2011 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 2010 Edition", 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 and the CITY's approval. The ENGINEER/CITY 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 and the CITY's approval of the source of supply. Submit for examination representative preliminary samples, of the character and quantity prescribed. The ENGINEER/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 ENGINEER/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/CITY may inspect the materials at the source of supply.
2. Cooperation by the CONTRACTOR. 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/CITY 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 and the CITY 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/CITY 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 and the CITY 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 and the CITY with access to all parts of all paving or other plants connected with the work to verify weights or proportions and character of materials, and to determine temperatures used in preparing materials and mixtures. Facilitate and assist in the ENGINEER's verification of the accuracy of all scales, measures, and other devices, and protect such devices from the wind and elements whenever such protection is necessary.

9. **Aggregate Samples:** The ENGINEER will select and take all samples from all aggregates entering into asphalt concrete mixes. Advise the ENGINEER as to location and source three weeks prior to the time the aggregates are needed for the design of the mix, so that the ENGINEER can arrange to take the samples.
10. **Asphalt Concrete Mix Design:** For the designs of asphalt concrete mixes that are to be provided by the CONTRACTOR, the CONTRACTOR will establish not more than three design mixes, without charge, for each type of mixture on any one contract.
11. **Materials Accepted Based on Producer's Certification:** Identify materials that the ENGINEER has accepted based on producers' certification by production lot or other acceptable means that shows a direct tie between the certification and the material being used. The CITY will use such identification when doing verification testing. Ensure that the certification is signed by a legally responsible person from the producer and is provided on the producer's letterhead.
12. **Materials Accepted Based on Manufacturer's Certification:** The ENGINEER will accept certain manufactured products for use on CITY contracts upon receipt of a satisfactory certification stating that the product meets the acceptance criteria requirements of the CITY's specifications. Manufactured products whose acceptance is based on a manufacturer's certification are so identified in the appropriate Division III Sections of the FDOT Standard Specifications. The ENGINEER and the CITY 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 and the CITY 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 and the CITY 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 and the CITY.
- 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 and the CITY 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 and the CITY. If the CONTRACTOR fails to remove such person or persons, the ENGINEER/CITY may withhold all estimates that are or may become due, or suspend the work until the CONTRACTOR complies with such orders. Protect, defend, indemnify, and hold the CITY, its agents, officials, and employees harmless from all claims, actions, or suit arising from such removal, discharge, or suspension of employees.

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

4.6 REJECTED WORK AND MATERIAL

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

All materials which do not conform to the requirements of the Contract Documents, are not equal to samples approved by the ENGINEER/CITY, 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/CITY, 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.

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 (MOT) shall be submitted by the CONTRACTOR to the CITY through the ENGINEER, for review and approval.

ARTICLE 6

PROGRESS AND COMPLETION OF WORK

6.1 START OF CONSTRUCTION

The CONTRACTOR shall commence work not later than ten (10) calendar days after the CITY's acceptance and date as identified in the Contract, or as specifically noted in the Contract. However, in no case shall the CONTRACTOR commence work until the CITY has been furnished and acknowledges receipt of the CONTRACTOR's Certificates of Insurance and a properly executed Performance and Payment bond as required. Failure to provide the Certificates of Insurance 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 CITY by the twenty-fifth (25th) day of every month with the CONTRACTOR's pay request. Pay requests submitted without a revised Project Schedule will not be forwarded to the CITY for payment.

6.4 COORDINATION OF CONSTRUCTION

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

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

6.5 PROTECTION OF EXISTING UTILITIES AND FACILITIES

All utilities and all structures of any nature, whether below or above ground, that may be affected by the work shall be protected and maintained by the CONTRACTOR and shall not be disturbed or

damaged by him during the progress of the work; provided that, should the CONTRACTOR disturb, disconnect or damage any utility or any structure, all expenses of whatever nature arising from such disturbance or the replacement or repair and testing thereof shall be borne by the CONTRACTOR. FDOT Standard 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 twenty four (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, with the CITY's permission, 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 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 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 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/CITY 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/CITY 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.

ARTICLE 7
MEASUREMENT AND PAYMENT

7.1 PAYMENT

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

7.2 ERROR IN LUMP SUM QUANTITY

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

7.3 DEVIATION FROM PLAN DIMENSIONS

If the CONTRACTOR fails to construct any item to plan or to authorized dimensions within the specified tolerances, the ENGINEER, at 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 \$100, except that for earthwork items, the aggregate change must exceed \$5,000 or 5% of the original plan quantity, whichever is smaller.

7.4 CONSTRUCTION TOLERANCES

If, in the opinion of the ENGINEER, the CONTRACTOR has made a deliberate attempt to take advantage of the construction tolerances as defined in FDOT Standard Specification 120-12.1 to increase borrow excavation in fill sections or to decrease the required volume of roadway measurements and will apply reductions in pay quantities. The CITY will not use the construction tolerance, as defined in FDOT Standard Specification Section 120-12.1, as a pay tolerance. The construction tolerance is not to be construed as defining a revised authorized template.

7.5 DETAILED BREAKDOWN OF CONTRACT

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

7.6 REQUEST FOR PAYMENT

The CONTRACTOR may submit to the ENGINEER not more than once each month on the twenty fifth (25th) 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. The ENGINEER may then submit the request for payment to the CITY by the tenth (10th) day of each month. 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 the 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 or the 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 issued by the CITY. The Change Order shall set forth in complete detail the nature of the change, the change in the compensation to be paid the CONTRACTOR and whether it is an addition or a reduction of the original total contract cost. Should additional or supplemental drawings be required, they will be furnished by the ENGINEER.

Authorized Changes in Work. Where the CITY designates the pay quantity for an item to be a lump sum and the plans show an estimated quantity, the CITY will adjust compensation for that item proportionately when an authorized plan change is made, which results in an increase or decrease in the quantity of that item. When the plans do not show an estimated plan quantity or the applicable specifications do not provide adjustments for contingencies, the CITY will compensate for any authorized plan change resulting in an increase or decrease in the cost of acceptably completing the item by establishing a new unit price through a Change Order.

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

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

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

7.12 CANCELLED ITEMS OF WORK

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

7.13 PAYMENT FOR WORK SUSPENDED BY THE CITY

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

7.14 PAYMENT FOR WORK BY THE CITY

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

7.15 PAYMENT FOR WORK BY CITY FOLLOWING TERMINATION OF CONTRACT

Upon termination of the contract by the CITY no further payments shall be due the CONTRACTOR until the work is completed and accepted by the CITY. The cost incurred by the CITY as herein provided shall include the cost of CONTRACTOR and other expenses incurred by the CITY through the CONTRACTOR's default.

7.16 PAYMENT FOR WORK SUSPENDED BY THE CONTRACTOR

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

7.17 RELEASE OF LIENS (INTERIM/FINAL)

The CONTRACTOR shall deliver, with each request for payment, a completed Affidavit and Release of Lien on a form supplied by the CONTRACTOR. Also, from each supplier or

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

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

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

7.18 ACCEPTANCE AND FINAL PAYMENT

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

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

Inspection for Acceptance. Upon notification that 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 and the CITY 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.

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 M.O.T. Plans shall be included in the appropriate pay item for maintenance of traffic (M.O.T).

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

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

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

8.5 ACCESS AND RESTORATION

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

The CONTRACTOR shall not block access to driveways except where same area is to be removed and replaced. The CONTRACTOR shall give twenty four (24) hours advance written notice to the resident or occupant of the property of driveway removal and replacement operations and supply the CITY's representative a copy of same. Access shall be maintained to property of a commercial operation either via the driveway or a reasonable alternative route. The CONTRACTOR shall coordinate such an alternative route with the operator of the commercial operation. Traffic control devices shall conform to Section 102-2.1 of the FDOT Standard Specifications. Unless approved in writing by the ENGINEER, each driveway shall be prepared so as to allow access by the residents, at the end of each workday.

8.6 PROTECTION OF WORK

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

8.7 DUST CONTROL

The CONTRACTOR will be responsible to provide adequate dust control on the project. The CONTRACTOR at a minimum is required to provide watering of the project limits to avoid excessive dust. The CITY requests the use of non-potable water for dust control. The ENGINEER will only notify the CONTRACTOR one time of inadequate dust control. If the CONTRACTOR

fails to respond within two (2) hours, then the CITY will provide dust control and back charge the CONTRACTOR. 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 7:00 AM to sundown. Any work performed before or after these hours requires a noise permit from the CITY. The CONTRACTOR shall provide forty eight (48) hours of notice prior to construction at night.

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

8.9 SALVAGEABLE ITEMS

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

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**TECHNICAL SPECIFICATIONS - PART 2
ROADWAY, DRAINAGE, 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
21	Inlets, Manholes, Endwalls, and Mitered Ends
22	Pipe Culverts
23	4" Concrete Sidewalk
24	Sodding
25	Reflective Pavement Markers
26	Painting Traffic Stripes and Markings
27	Thermoplastic Traffic Stripes and Markings
28	Thermoplastic Markings and Paint
29	Project Schedule
30	Single Post Signs

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- 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 (2010 Edition) and Interims.

- 2 **SCOPE OF WORK:** Shall be as shown on the Construction 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.

- 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. | 7. Date of Testing |
| 2. Engineer's Name | 8. Technician Testing |
| 3. City's Name | 9. Test Results |
| 4. Contractor's Name | 10. Specification Requirements |
| 5. Date of Sampling | 11. Whether or not test meets specification requirements |
| 6. Technician Sampling | 12. Signature of Supervising Professional ENGINEER |

The CONTRACTOR shall notify the ENGINEER when he has portions of the work are 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 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.

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 (1) 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 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.

The as-built survey/drawings for the **water** shall be provided as stated in the current Port St Lucie Utility Systems Department Standards found at the following website: <http://www.cityofpsl.com/utility/commercial-development/pdf/utility-74d-standards-manual.pdf>

8

MAINTENANCE OF TRAFFIC (MOT)

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 Plan for review and approval by CITY and ENGINEER. Work may not begin until the CITY has approved the Maintenance of Traffic Plan.

Contractor shall coordinate any street closings or detours necessary for the maintenance of traffic with the CITY. Contractor should be aware of the presence of an existing bus stop on Deacon Ave which will remain in use during construction of the Transit Facility. Contractor will have to coordinate construction activities so as to minimize disruptions to the bus schedule and maintain safety of the public. All cost 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.

Traffic control devices shall conform to the governing sections of the FDOT Specifications.

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. All cost associated with this coordination will be included in the cost of Maintenance of Traffic (MOT).

- 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, assuring construction operations are in compliance with the Standards of 17-3, F.A.C. All water quality measurements shall conform to the test methods specified in Chapter 40, Part 136 of the Code of Federal Regulations.

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 earthworks shall be planned and conducted in such a manner as to minimize the duration of exposure of unprotected soils. Protection to erosion shall be furnished by grassing exposed slopes and unprotected soils.

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

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

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.

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 materials and debris resulting from the 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 plan set.

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.-

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 Pay Item # 110-1-1 CLEARING & GRUBBING.

When other clearing and grubbing items are needed, but no provision has been made for separate items in this Contract, all materials, labor and equipment needed to prosecute the work required by this Specification shall be carried out by the CONTRACTOR as incidental to the bid price of the various bid items of this Contract, with no additional cost to be incurred by the CITY.

- 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 driveways, 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 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 embankments, 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 shall be made under: Item 120-1 – Excavation, Regular

- 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 SFWMD requirements prior to starting any dewatering activity. 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, MANHOLES, ENDWALLS AND MITERED ENDS:

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.

Further, provision of mitered end sections shall also include the 8 ft. tapered pipe section as a part of the construction, with no additional cost to be incurred under the pipe items.

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 **4" CONCRETE SIDEWALK:**

Description. All work specified under this item shall be in accordance with Section 522 of the FDOT Standard Specifications amended as follows:

Concrete: All concrete for sidewalk work shall have a minimum 28 day compressive strength of 3000 psi and contain a minimum of 0.75 lbs./cu. Yd. Fibermesh.

Method of Measurement and Payment: The quantities to be paid under this section shall include all materials, labor and equipment needed to prosecute the work required and will be paid for at the contract unit price for the specified item with no additional cost to be incurred by the CITY. For purposes of this specification, all handicap ramps and associated ramp curbs shall be included in the measurements for 4" sidewalk.

Payment shall be made under: Item 522-1- Concrete Sidewalk 4" - per Square Yard.

24 **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.

25 **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.

26 **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.

- 27 **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.

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

- 29 **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 & 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 & CITY

CONTRACTOR shall enter on the above-mentioned chart the actual progress accompanied with a written description at monthly intervals and shall immediately deliver to the ENGINEER three copies thereof along with each progress payment request. If CONTRACTOR fails to submit a progress schedule within the time here prescribed, the ENGINEER may withhold approval of progress payment request until such time as CONTRACTOR submits the required progress schedule.

If a majority of the activities have a float period less than 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.

- 33 **SINGLE POST SIGNS:** The Contractor shall mount all single post signs on 2"x2" square posts in accordance with current MUTCD specifications. 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

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

TECHNICAL SPECIFICATIONS - PART 3 UTILITIES

Persuant to this Section, all utility installations shall be in strict conformance to the City of Port St. Lucie Utility Systems Department Utility Standards Manual, 2011 Edition (effective 10/01/2011). Said specifications can be found at <http://www.cityofpsl.com/utility/commercial-development/pdf/utility-74d-standards-manual.pdf>.

The CONTRACTOR is solely responsible for performing all work in accordance with the CITY's aforementioned standards, and must maintain compliance with the Florida Department of Environmental Protection (FDEP) Standards and their permits issued for this project. Following construction of the utility work defined for this project, the CONTRACTOR shall submit to the ENGINEER as-built record drawings in accordance with the guidelines provided in the CITY's utility specifications. The record drawings will not be accepted by the CITY unless all required information is properly shown on the plans.

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TECHNICAL SPECIFICATIONS - PART 4
SPECIAL CONDITIONS

1. **SURVEY CONTROL** - The bench mark for survey control for the project will be provided by the CITY prior to the start of construction. It is the responsibility of the CONTRACTOR to locate, preserve, or offset this point 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.

2. **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.
3. **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.
4. **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 CITY with no adjustment to unit cost
5. **EXISTING SIGNS** - Existing Signs to be relocated shall not be damaged during removal and prior to or during installation. If damage occurs, it shall be the CONTRACTOR's responsibility to repair or replace the signage at no additional cost to the Contract.
6. **CONTRACT SUPERVISOR** - The Contract Supervisor is Clyde Cuffy of the City of Port St. Lucie Engineering Department and may be reached at (772) 871-7643.
7. **DESIGN ENGINEER** - The "Engineers of Record" for the project is Stefan Matthes, P.E. of Culpepper & Terpening, Inc. and can be reached at (772) 464-3537. Professional Engineers duly licensed and registered in the State of Florida and designated by the CITY as Design Engineer
8. **ENGINEER** - The CEI "Engineers of Record", hereinafter called "ENGINEER", for this project is Marcelo Dimitriou, P.E. of Culpepper & Terpening, Inc. and can be reached at (772) 464-3537. Professional Engineer duly licensed and registered in the State of Florida.
9. **PROJECT PROGRESS MEETING** - Project progress meetings will be held weekly 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.

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 weeks. The schedule shall be developed 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.

10. **SEQUENCE OF CONSTRUCTION:** The actual construction sequence shall be established by the CONTRACTOR and forwarded to the CITY and ENGINEER for approval through the Project Schedule. The Schedule shall be prepared using a Critical Path Method or other approved project-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.
11. **PRIVATE PROPERTY NOTICES** - The CITY will distribute notices (door hanger) to residents/occupants, 30 days in advance of construction. The notice will provide general information and allow the resident/occupant the opportunity of removing any items within the construction area they specifically desire to remove.
12. **STORMWATER PIPE INSPECTIONS** – In accordance with FDOT requirements, stormwater drainage pipe shall be inspected and recorded via a laser profiling system. All costs associated with this inspection shall be included in the unit price quote for stormwater pipe.
13. **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.
14. **ENVIRONMENTAL REPORTS** – The Environmental reports prepared for the design of this project are 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.
15. **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:
 1. South Florida Water Management District (SFWMD) Environmental Resource Permit (ERP) – pages 1 - 10.
 2. Florida Fish and Wild Life Commission Gopher Tortoise Permit – application #9220 and is still pending.

CONSTRUCTION PLANS FOR:

CITY OF PORT ST. LUCIE TRANSFER FACILITY

PREPARED FOR

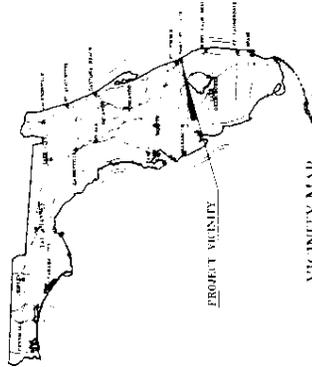
THE CITY OF PORT ST. LUCIE, FLORIDA
IN SECTION 9, TOWNSHIP 37 SOUTH, RANGE 40 EAST,
CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA

LEGAL DESCRIPTION
PORT ST. LUCIE, FLORIDA
SECTION 9, TOWNSHIP 37 SOUTH, RANGE 40 EAST

PROJECT LOCATION



LOCATION MAP
NOT TO SCALE



VICINITY MAP
NOT TO SCALE



CULPEPPER & TERPENING, INC.

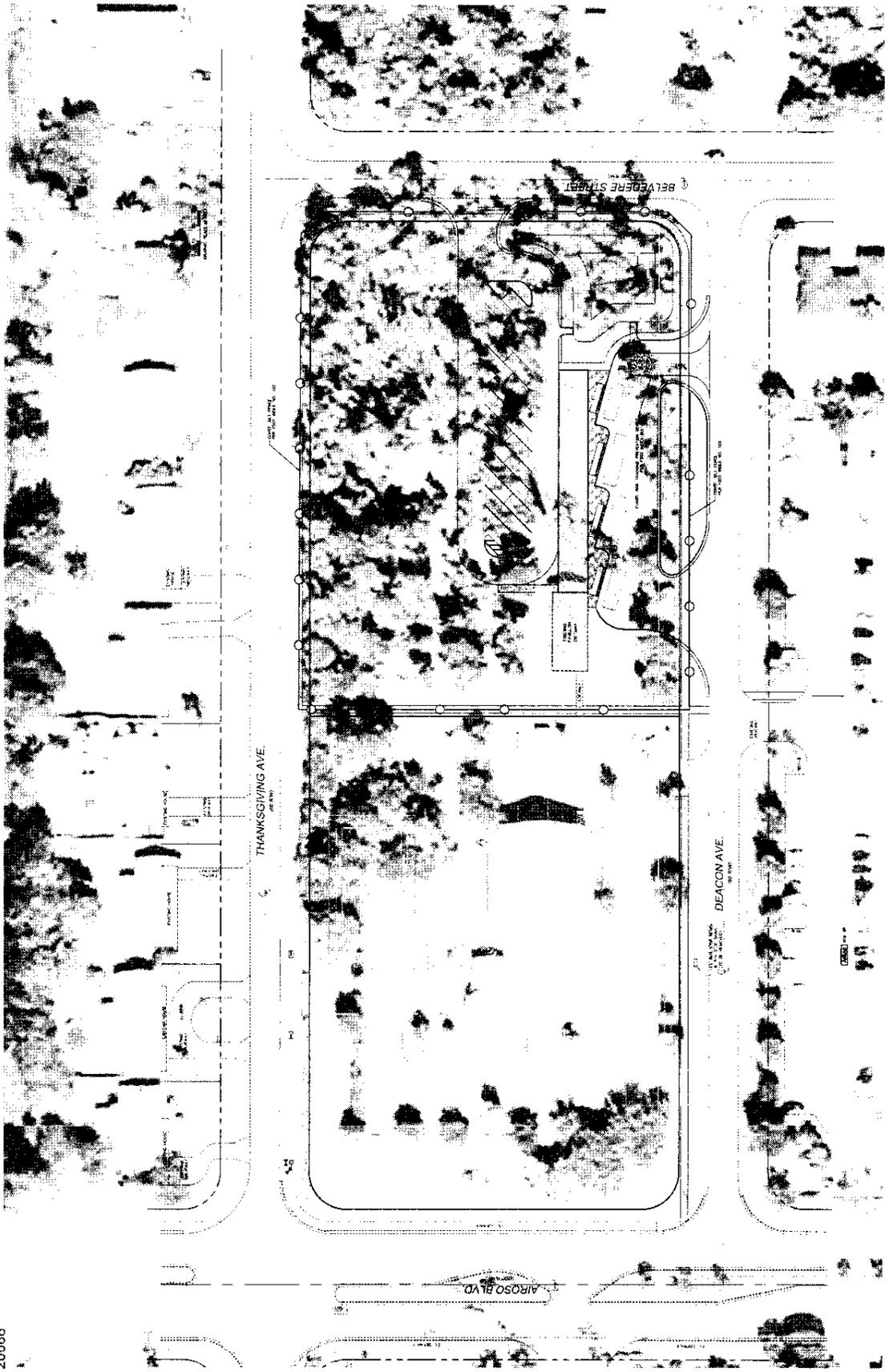
CONSULTING ENGINEERS | LAND SURVEYORS

205 SOUTH WASHINGTON STREET, SUITE 200, SEASIDE, FLORIDA 32958
TEL: 888-888-8888 FAX: 888-888-8888

INDEX TO SHEETS

1. COVER SHEET
2. STORM WATER POLLUTION PREVENTION PLAN
3. HORIZONTAL CONTROL AND STRIPING
4. PAVING, DRAINAGE AND UTILITY
5. PAVING AND DRAINAGE DETAILS
6. UTILITY DETAILS
7. EROSION AND SEDIMENT CONTROL DETAILS
8. EROSION AND SEDIMENT CONTROL SPECIFICATIONS
9. SPECIFICATIONS

ATTACHMENT B
 E BID #20120066



DATE: 11-22-11
 PROJECT: PSI TRANSFER FACILITY
 SHEET: 2 OF 9

**CITY OF PSI
 TRANSFER FACILITY
 STORMWATER POLLUTION
 PREVENTION PLAN**

DATE	11-22-11
BY	W. J. [unreadable]
CHECKED BY	[unreadable]
SCALE	AS SHOWN

REVISIONS:

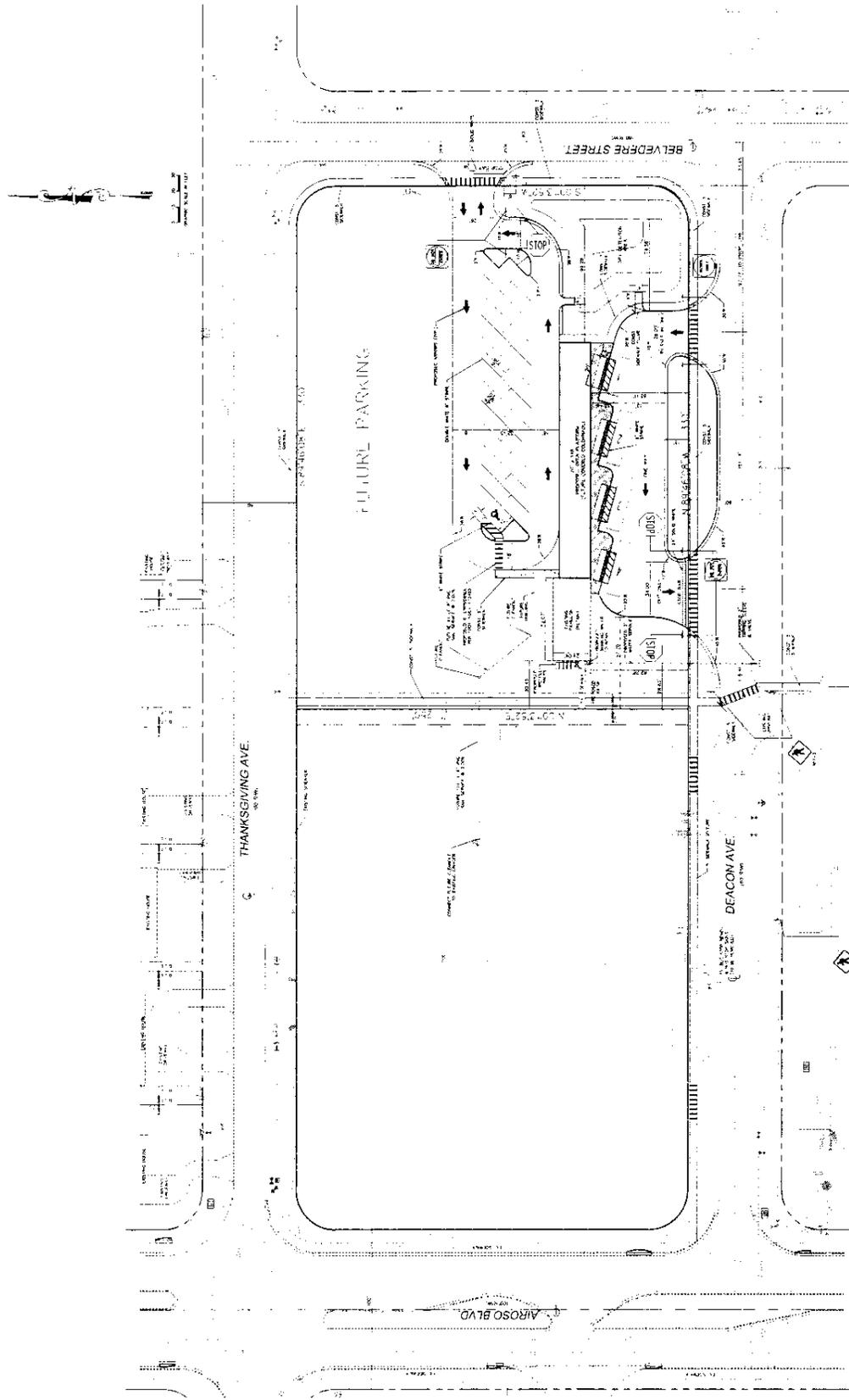
NO.	DATE	DESCRIPTION

CULPEPPER & TERPENO, INC.
 CONSULTING ENGINEERS & LAND SURVEYORS
 1000 WEST 10TH STREET, SUITE 100
 DENVER, CO 80202
 PHONE: 303.733.1111
 FAX: 303.733.1112
 WWW.CULPEPPER-TERPENO.COM

DATE	11-22-11
BY	W. J. [unreadable]
CHECKED BY	[unreadable]
SCALE	AS SHOWN

PROJECT LOCATION

ATTACHMENT B
 BID #20120066



NOTE:
 LOCATING BUS STOP SIGN & BENCH TO BE
 PROVIDED (BY OTHERS)

DATE: 11-22-21

CITY OF PSI
 TRANSFER FACILITY
 HORIZONTAL CONTROL & STRIPING PLAN

DATE	BY
11-22-21	PSI
11-22-21	PSI
11-22-21	PSI

DATE	BY
11-22-21	PSI
11-22-21	PSI
11-22-21	PSI

CULPEPPER & TERPENG, INC.
 ENGINEERING, ARCHITECTURE & PLANNING
 1000 W. 10TH STREET, SUITE 100
 DENVER, CO 80202
 (303) 733-1100


DATE	BY
11-22-21	PSI
11-22-21	PSI
11-22-21	PSI

DATE	BY
11-22-21	PSI
11-22-21	PSI
11-22-21	PSI

HOBE SOUND
ENVIRONMENTAL CONSULTANTS, INC.
9512 S.E. DUNCAN STREET
HOBE SOUND, FLORIDA 33455
PHONE: (772) 54-3676 FAX: (772) 546-2316
E-MAIL: bobhsenv@gmail.com

20 June 2012

City of Port St. Lucie
c/o Mr. Clyde Cuffy, Project Coordinator
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984

Re: Gopher Tortoise Survey, Port St. Lucie Intermodal Transit Facility, +/-1.80 Acres of Land
Located north of S.E. Port Saint Lucie Blvd. and east of S.W. Airoso Blvd., St. Lucie
County, Florida; Section 09, Township 37S, Range 40E

Dear Mr. Cuffy,:

Hobe Sound Environmental Consultants, Inc. (HSE) was retained to conduct a gopher tortoise (*Gopherus polyphemus*) survey of the referenced project site. Following is a brief description of the methodologies used by biologists of HSE to determine the presence of gopher tortoises on-site and the results of the gopher tortoise survey.

1.00 INTRODUCTION

A gopher tortoise survey of the referenced project site was conducted by HSE biologists during the week of June 18th 2012. The site is located north of SE Port Saint Lucie Blvd. and East of SW Airoso Blvd., St. Lucie County, Florida (Figures 1 2 and 3 of 7). The purpose of this report is to provide the methodologies and findings of the gopher tortoise survey.

2.00 METHODOLOGY

Biologists used the following methodology to locate gopher tortoises within the boundaries of the project site.

2.01 Objective

Conduct a systematic survey to locate gopher tortoises, Florida mouse (*Podomys floridanus*), eastern indigo snake (*Drymarchon corais couperi*), and Florida gopher frogs

(*Rana areolata*) that may be present within the study area.

2.02 Methodologies

Biologists followed survey protocol as recommended in *Ecology and Habitat Protection Needs of Gopher Tortoise (Gopherus polyphemus) Populations Found on Lands Slated for Large-scale Development in Florida*; Non-game Wildlife Program, Technical Report #4, FGFWFC now known as Florida Fish and Wildlife Conservation Commission (FFWCC), Tallahassee, Florida, December 1987, and the FFWCC Gopher Tortoise Permitting Guidelines dated April 2008, Revised November 2011.

- Biologists conducted parallel transects 5 meters (\pm 16 feet) apart (Figure 4 of 7);
- Biologists conducted serpentine search patterns between the parallel transects;
- All gopher tortoise burrows located were flagged as Potentially Occupied (PO) or abandoned;
- All gopher tortoise burrows located were assigned an identification number and recorded;
- Biologists field located all gopher tortoise burrows on a scaled aerial photograph;
- Additional data and notes were collected by biologists for the occurrence of the eastern indigo snake, Florida gopher frog, and the Florida mouse.

3.00 RESULTS

A total of seven (7) on-site potentially occupied gopher tortoise burrows were located by biologists during the gopher tortoise and commensal species survey. Biologists recorded the approximate GPS coordinates of the gopher tortoise burrows using a hand-held GPS unit and mapped the burrows on an aerial photograph (Figure 5 of 7). Figures 6 and 7 of 7 have been included for your information, as they will be necessary for the application for relocation. Table 1 depicts the GPS coordinates and burrow status of the flagged gopher tortoise burrows. The gopher tortoise population for the project site was estimated using the following FFWCC formula:

$$\text{Est. \# gopher tortoises} = \text{\# potentially occupied burrows} \times 0.50$$

The estimated gopher tortoise population for the project site is four (4).

Table 1. Approximate GPS Coordinates of the Port St. Lucie Intermodal Transit Facility Gopher Tortoise Burrows.

<i>Burrow Number</i>	<i>GPS Coordinates</i>	<i>Burrow Status</i>
1	N27°16'34.916" W080°20'24.643"	POTENTIALLY OCCUPIED
2	N27°16'33.820" W080°20'24.576"	POTENTIALLY OCCUPIED
3	N27°16'33.688" W080°20'24.577"	POTENTIALLY OCCUPIED
4	N27°16'34.047" W080°20'25.710"	POTENTIALLY OCCUPIED
5	N27°16'35.034" W080°20'26.933"	POTENTIALLY OCCUPIED
6	N27°16'34.562" W080°20'24.549"	POTENTIALLY OCCUPIED
7	N27°16'34.557" W080°20'24.126"	POTENTIALLY OCCUPIED

Commensal species, such as the eastern indigo snake, Florida gopher frog, and Florida mouse were not observed by biologists; however, suitable habitat does exist on-site for these species. The gopher tortoise is designated as Threatened (T) by the State of Florida, the gopher frog and Florida mouse are designated as Species of Special Concern (SSC) by the State of Florida, and the eastern indigo snake is designated as Threatened (T) by the State of Florida and USFWS. These species are protected under regulations set forth in the Wildlife Code of the State of Florida, Chapter 39 FAC, Rule 39-4.001 and 39-25.002, as well as Chapter 39-27.

A gopher tortoise relocation permit will not be required if the project is developed so as to avoid gopher tortoise burrows by avoiding concentrations of burrows altogether and/or staying at least a 25 feet radius from entrances of individual burrows.

In the event burrows will be impacted by development, gopher tortoises will have to be relocated to either an on-site or off-site preserve area. Currently (November 2011), FFWCC mitigation contributions are required for relocating gopher tortoises. Contributions for gopher tortoise relocations are paid directly to the FFWCC. Mitigation fees to be paid to the FFWCC for this project site are as follows:

<u>PERMIT TYPE</u>	<u>MITIGATION CONTRIBUTION</u>
10 or Fewer Burrow <i>tortoises are relocated on-site of off-site*</i>	\$200

*Gopher tortoises relocated off-site under a 10 or Fewer Burrows permit cannot be relocated to an unprotected recipient site.

According to the new FFWCC guidelines, a gopher tortoise survey of 100% of the project site must be completed within 90 days of submission of a gopher tortoise relocation permit application.

FFWCC shall determine the stocking rate of the recipient site during the permitting process. Typically, a minimum of 2 tortoises per acre up to a maximum of 4 per acre may be permitted at the recipient site. The estimated gopher tortoise population for the project site is 4; therefore, a maximum of 2.00 acres or a minimum of 1.00 acre of suitable gopher tortoise habitat is needed to relocate tortoises on-site, or the tortoises must be relocated to an off-site gopher tortoise mitigation area.

Upper respiratory tract disease (URTD) has been detected in an increasing number of gopher tortoise populations in Florida in recent years. Although the population-level impacts of this disease remain unclear, the FFWCC has decided to suspend their URTD testing policy. Hence, URTD test results are no longer required to relocate tortoises off-site. However, landowners (both donor and recipient site) have the option of requiring URTD testing prior to receiving relocated gopher tortoises.

Thank you for contacting Hobe Sound Environmental Consultants Inc. to assist you with your environmental consulting needs. If you have any questions or require additional information, please do not hesitate to call me at (772) 545-3676.

Sincerely,

Claus Kyhn-Hansen

Claus Kyhn-Hansen
Environmental Specialist

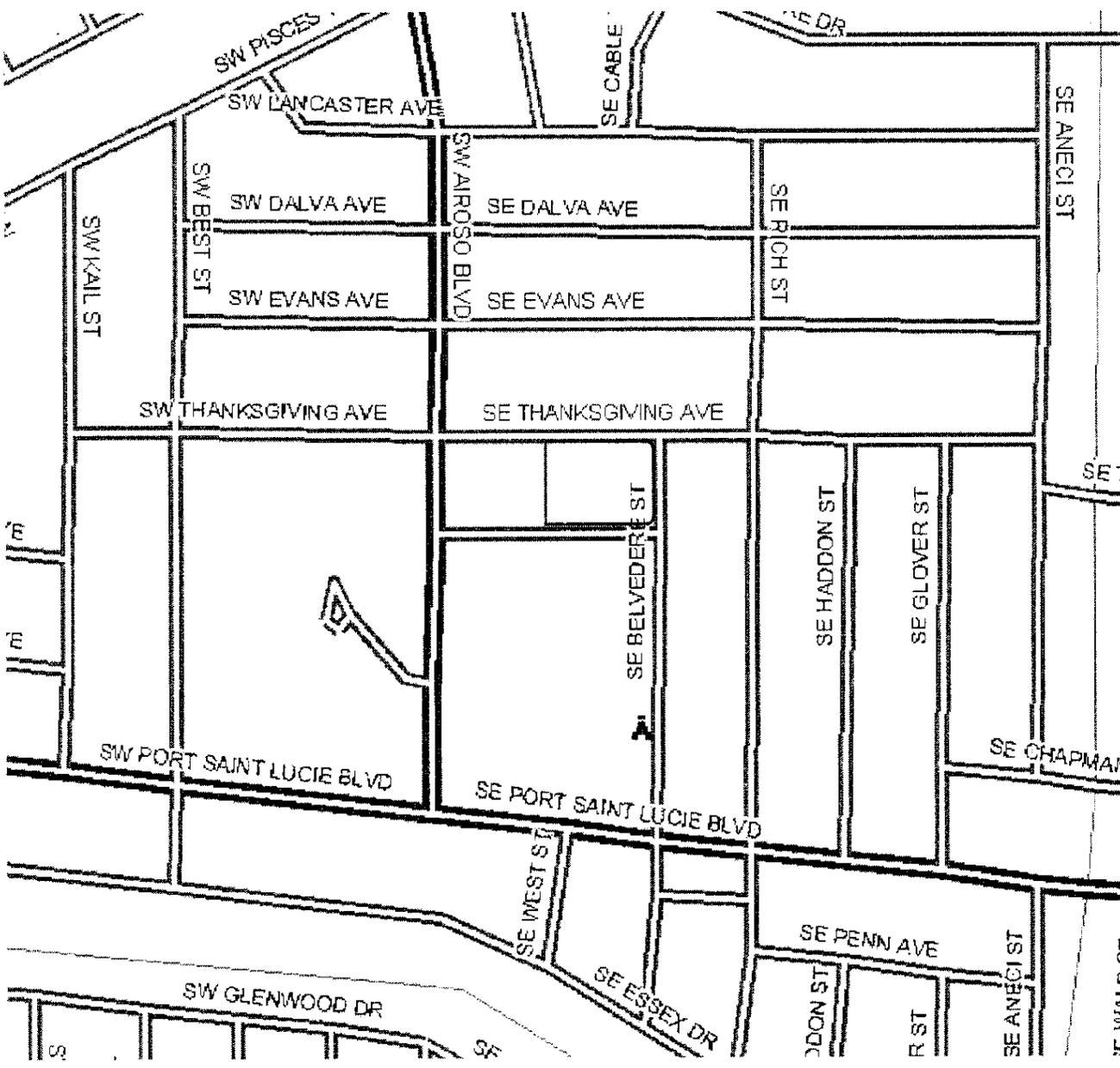
cc: HSE File #12-004

THIS DRAWING, TOGETHER WITH THE CONCEPTS AND DESIGN 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 DRAWING WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY HOBE SOUND ENVIRONMENTAL CONSULTANTS, INC. SHALL BE WITHOUT LIABILITY TO HOBE SOUND ENVIRONMENTAL CONSULTANTS, INC.

E-Bid #20120066
Attachment C



NORTH
NOT TO SCALE



SOURCE: DELORME STREET ATLAS USA DELUXE 2001

ST. LUCIE COUNTY FLORIDA	SEC. 09	TWP. 37S	R. 40E	HSE JOB NO.: 12-004	DRAWING NAME: 02 - VICINITY.DWG	DATE: 18 JUNE 2012	FIGURE: 2 OF 7	
LATITUDE: N27° 16' 34.115"				LONGITUDE: W080° 20' 25.127"		DESIGNED BY: CKH	DRAWN BY: CKH	CHECKED BY:

PORT ST. LUCIE
INTERMODAL TRANSIT FACILITY
GOPHER TORTOISE SURVEY
VICINITY MAP

HOBE SOUND
ENVIRONMENTAL CONSULTANTS, INC.
9512 SE DUNCAN STREET, HOBE SOUND, FL 33455
PHONE: (772) 545-3676 E-MAIL: bobhsenv@gmail.com

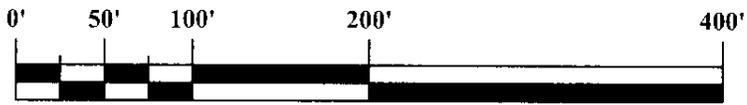
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Attachment C

NOT A SURVEY



NORTH



SCALE: 1" = 100'



SOURCE:

ST. LUCIE COUNTY FLORIDA	SEC. 09	TWP. 37S	R. 40E	HSE JOB NO.: 12-004	DRAWING NAME: 03 - AERIAL.DWG	DATE: 18 JUNE 2012	FIGURE: 3 OF 7
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LATITUDE: N27° 16' 34.115"	LONGITUDE: W080°20' 25.127"	DESIGNED BY: CKH	DRAWN BY: CKH	CHECKED BY:
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PORT ST. LUCIE
INTERMODAL TRANSIT FACILITY
GOPHER TORTOISE SURVEY
2009 AERIAL

HOBE SOUND
ENVIRONMENTAL CONSULTANTS, INC.
9512 SE DUNCAN STREET, HOBE SOUND, FL 33455
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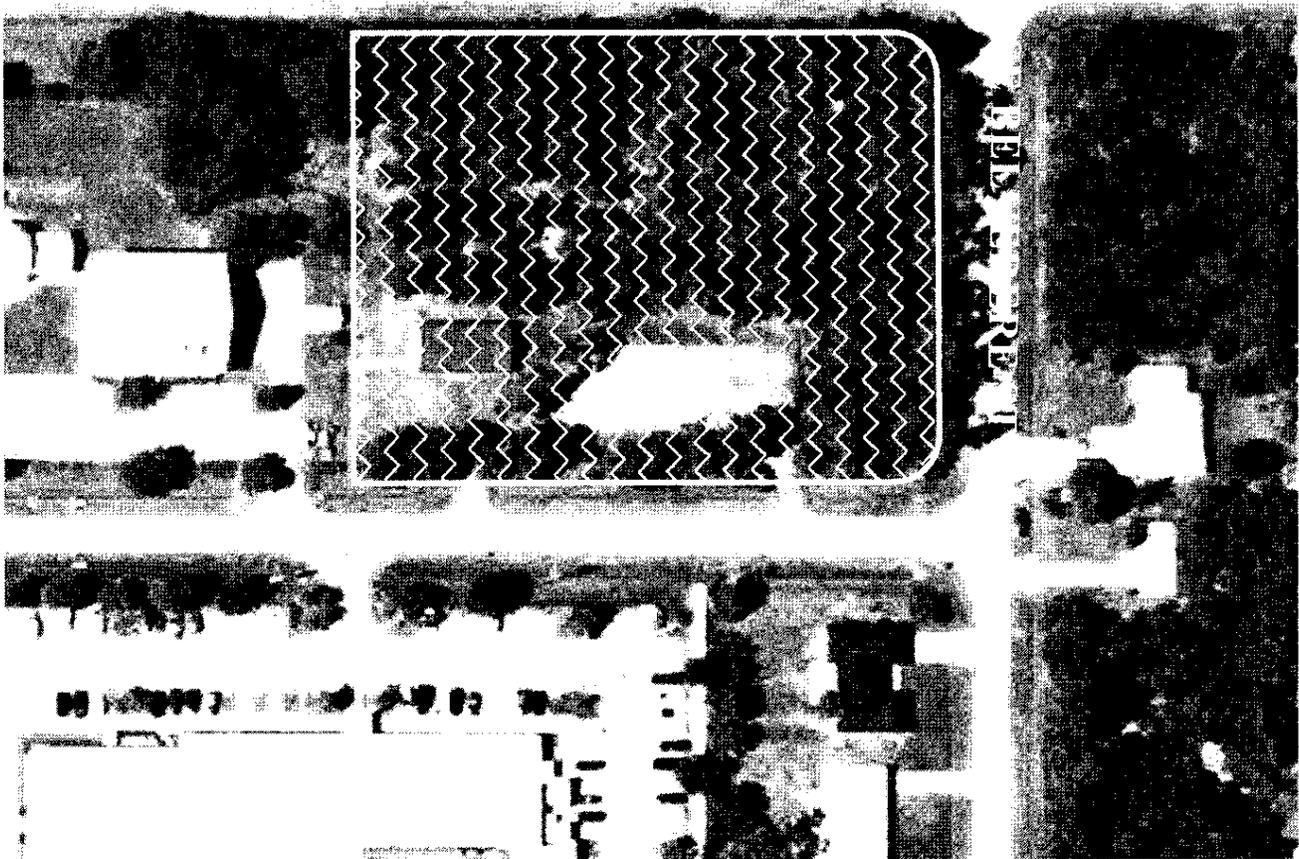
E-Bid #20120066
Attachment C



NORTH



SCALE: 1" = 100'

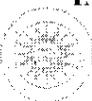


SOURCE: FDOT AERIAL 2009, HSE 2012

ST. LUCIE COUNTY FLORIDA	SEC. 09	TWP. 37S	R. 40E	HSE JOB NO.: 12-004	DRAWING NAME: 04 - TRANSECTS.DWG	DATE: 18 JUNE 2012	FIGURE: 4 OF 7
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LATITUDE: N27° 16' 34.115"	LONGITUDE: W080°20' 25.127"	DESIGNED BY: CKH	DRAWN BY: CKH	CHECKED BY:
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PORT ST. LUCIE
INTERMODAL TRANSIT FACILITY
GOPHER TORTOISE SURVEY
TRANSECT MAP

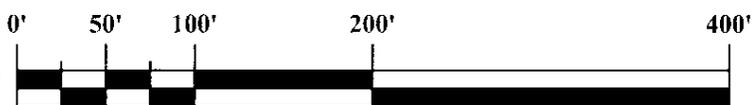
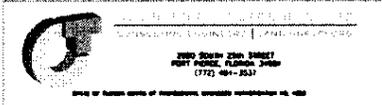


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E-Bid #20120066
Attachment C

NOT A SURVEY



SCALE: 1" = 100'



LEGEND:

- POTENTIALLY OCCUPIED GOPHER TORTOISE BURROWS (7)

SOURCE: FDOT AERIAL, 2009; CULPEPPER & TERPENING INC., 2011

ST. LUCIE COUNTY FLORIDA	SEC. 09	TWP. 37S	R. 40E	HSE JOB NO.: 12-004	DRAWING NAME: 05 - GTBURROWS.DWG	DATE: 18 JUNE 2012	FIGURE: 5 OF 7	
LATITUDE: N27° 16' 34.115"				LONGITUDE: W080° 20' 25.127"		DESIGNED BY: CKH	DRAWN BY: CKH	CHECKED BY:

**PORT ST. LUCIE
INTERMODAL TRANSIT FACILITY
GOPHER TORTOISE SURVEY
GOPHER TORTOISE
BURROW LOCATIONS**

**HOBE SOUND
ENVIRONMENTAL CONSULTANTS, INC.**
9512 SE DUNCAN STREET, HOBE SOUND, FL 33455
PHONE: (772) 545-3676 E-MAIL bobhsenv@gmail.com

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E-Bid #20120066
Attachment C

NOT A SURVEY



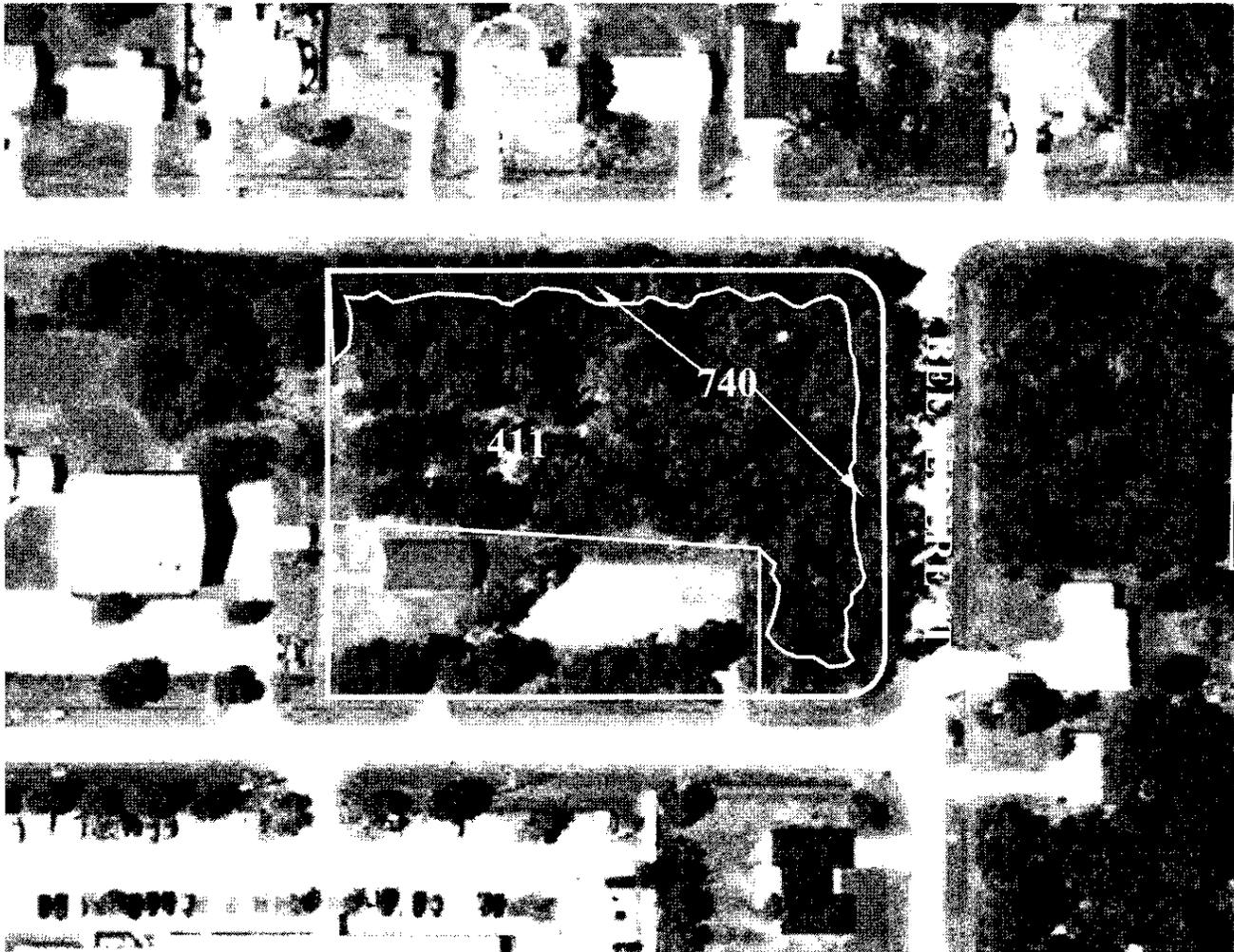
CONSULTING ENGINEERS | LAND SURVEYORS
2000 SE 25th STREET
PORT ST. LUCIE, FLORIDA 34952
(772) 464-3676



NORTH



SCALE: 1" = 100'



LEGEND

- 180 - RECREATIONAL (± 0.55 ACRES)
- 411 - DISTURBED PINE FLATWOODS (± 1.01 ACRES)
- 740 - DISTURBED LAND (± 0.26 ACRES)

TOTAL: ± 1.80 ACRES

SOURCE: FDOT AERIAL 2009

ST. LUCIE COUNTY FLORIDA	SEC. 09	TWP. 37S	R. 40E	HSE JOB NO.: 12-004	DRAWING NAME: 06 - FLUCFCS.DWG	DATE: 18 JUNE 2012	FIGURE: 6 OF 7	
LATITUDE: N27° 16' 34.115"				LONGITUDE: W080°20' 25.127"		DESIGNED BY: CKH	DRAWN BY: CKH	CHECKED BY:

PORT ST. LUCIE
INTERMODAL TRANSIT FACILITY
FLUCFCS MAP
2009 AERIAL

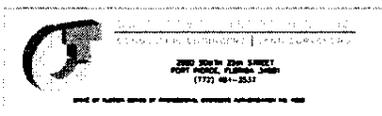


HOBE SOUND
ENVIRONMENTAL CONSULTANTS, INC.
9512 SE DUNCAN STREET, HOBE SOUND, FL 33455
PHONE: (772) 545-3676 E-MAIL: bobhsenv@gmail.com

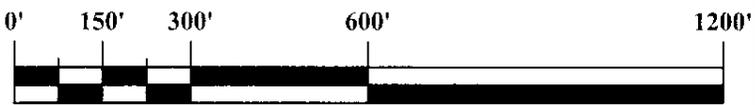
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E-Bid #20120066
Attachment C

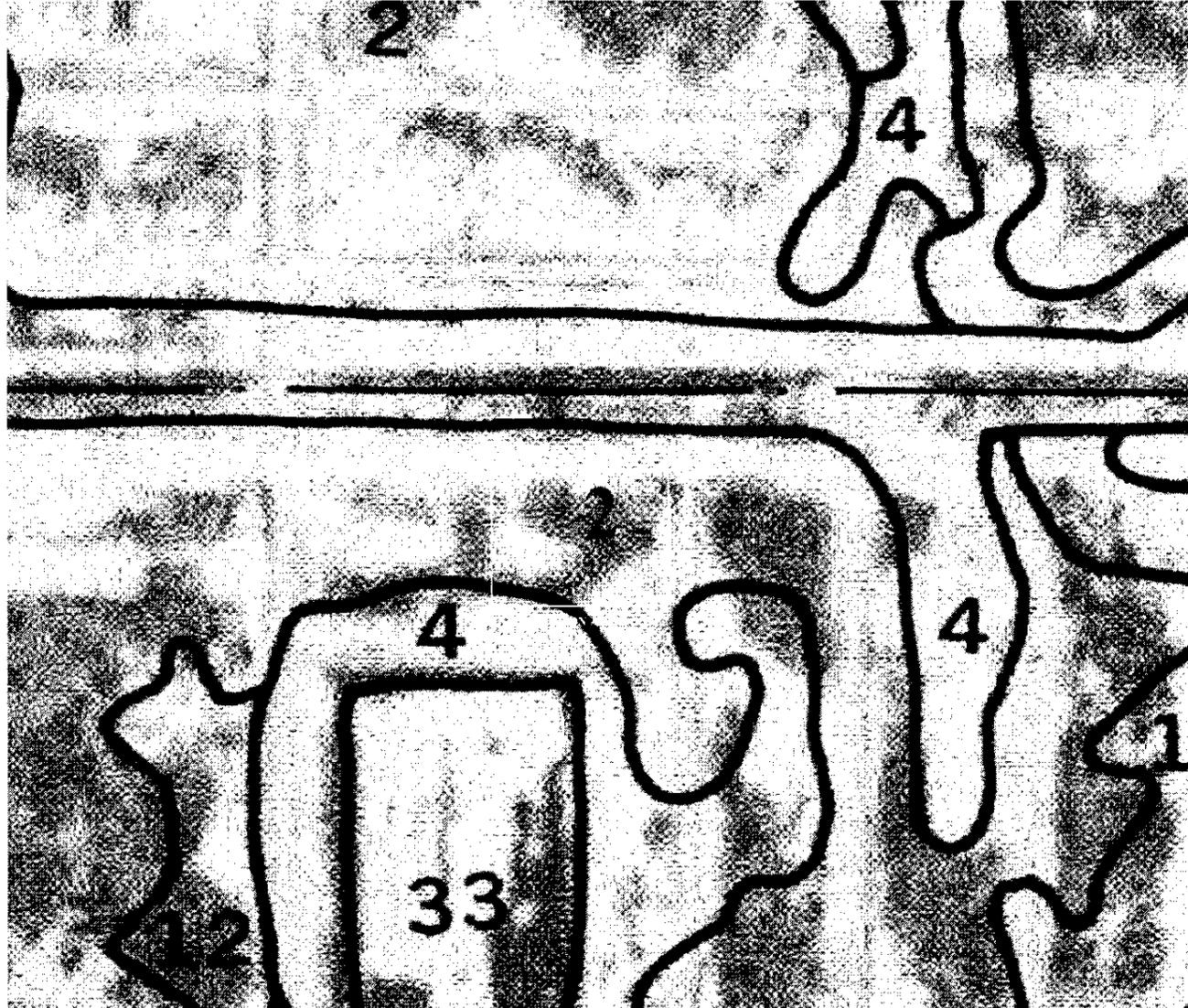
NOT A SURVEY



NORTH



SCALE: 1" = 300'



- LEGEND**
- 2 - ANKONA SAND
 - 4 - ARENTS, 0 TO 5 PERCENT SLOPES

SOURCE: SOIL SURVEY OF ST LUCIE COUNTY AREA, FLORIDA 1980

ST. LUCIE COUNTY FLORIDA	SEC.	TWP.	R.	HSE JOB NO.: 12-004	DRAWING NAME: 07 - SOILS.DWG	DATE: 18 JUNE 2012	FIGURE: 7 OF 7	
	09	37S	40E					
LATITUDE: N27° 16' 34.115"				LONGITUDE: W080°20' 25.127"		DESIGNED BY: CKH	DRAWN BY: CKH	CHECKED BY:

PORT ST. LUCIE
INTERMODAL TRANSIT FACILITY
GOPHER TORTOISE SURVEY
SCS SOILS MAP

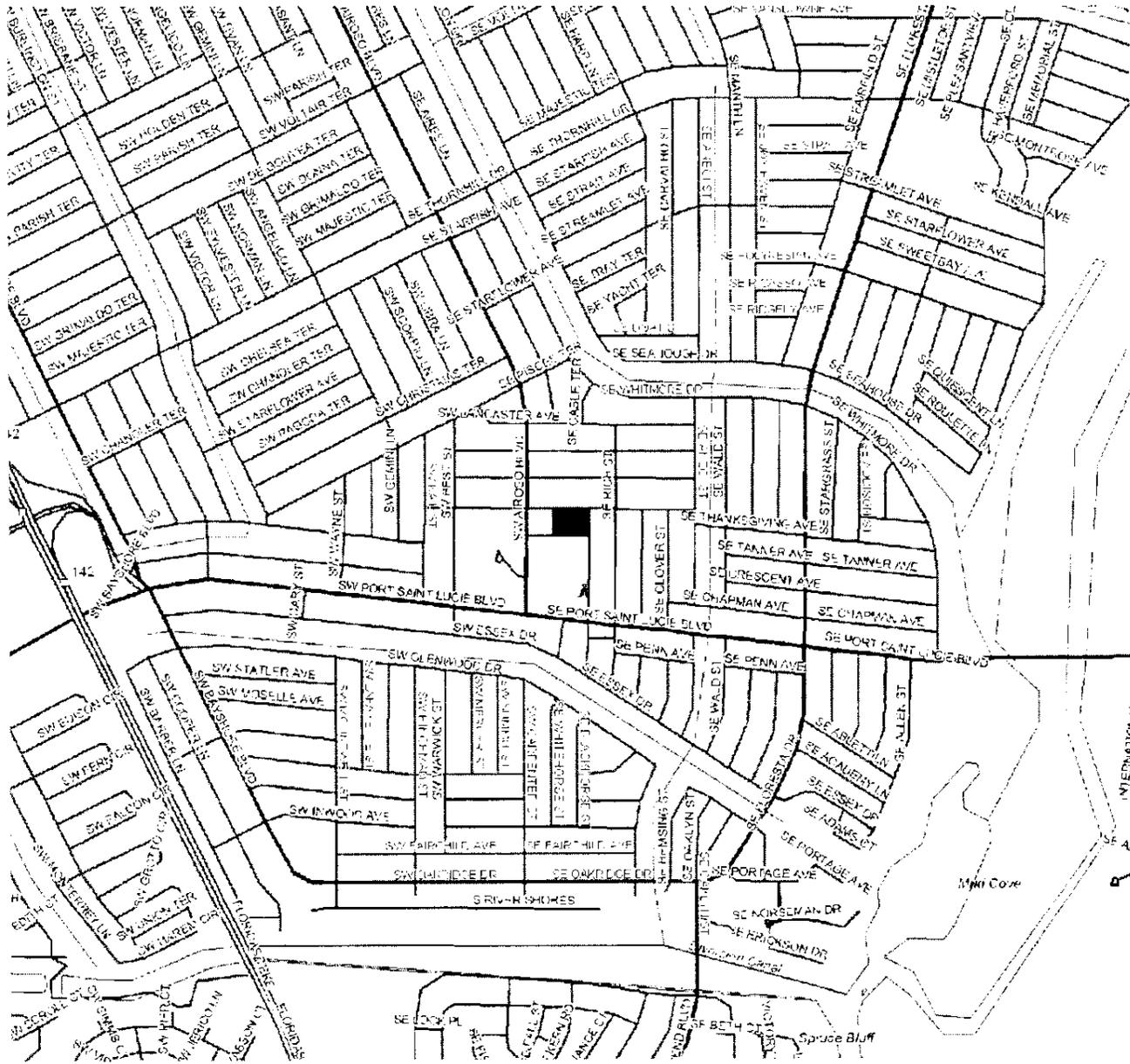
HOBE SOUND
ENVIRONMENTAL CONSULTANTS, INC.
9512 SE DUNCAN STREET, HOBE SOUND, FL 33455
PHONE: (772) 545-3676 E-MAIL: bobhsenv@gmail.com

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E-Bid #20120066
Attachment C



**NORTH
NOT TO SCALE**



SOURCE: DELORME STREET ATLAS USA DELUMI 2001

ST. LUCIE COUNTY FLORIDA	SEC. 09	TWP. 37S	R. 40E	HSE. JOB NO.: 12-004	DRAWING NAME: 01 - LOCATION.DWG	DATE: 18 JUNE 2012	FIGURE: 1 OF 7	
LATITUDE: N27° 16' 34.115"				LONGITUDE: W080° 20' 25.127"		DESIGNED BY: CKH	DRAWN BY: CKH	CHECKED BY:

**PORT ST. LUCIE
INTERMODAL TRANSIT FACILITY
GOPHER TORTOISE SURVEY
LOCATION MAP**

HOBE SOUND
ENVIRONMENTAL CONSULTANTS, INC.
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