





"A City for All Ages"

**CITY OF PORT ST. LUCIE  
ENGINEERING DEPARTMENT  
Traffic Operations**

**MEMORANDUM**

To: Cheryl Shanaberger – Deputy Director of OMB  
From: Denise Burton, P.E. – Transportation Engineer   
Date: December 7, 2012  
Re: E-Bid # 20130013- St. Lucie West Blvd-Milling and Resurfacing-Peacock Blvd. to west Bridge Approach of the Florida's Turnpike

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With this memo, we are acknowledging receipt of the bid tabs for the above referenced project that were submitted on December 7, 2012 at 9:00 AM.

After reviewing the bid tabs, we have decided to recommend award to the best value for the City, Ranger Construction for \$1,054,618.48. Per direction of the Public Works Department, funding for this construction project shall be taken from the Road & Bridge Capital Improvement Budget #304-2500-534000-Y1250.

Please prepare this item for City Council at the earliest available meeting.

If you have any questions or require additional information, please do not hesitate to contact me at 344-4364.

As always, thank you for your assistance in this matter.

/DLB

cc: Patricia Roebing, P.E. – Public Works Director/City Engineer  
James Angstadt, P.E. – Assistant Public Works Director

**CITY OF PORT SAINT LUCIE  
CONTRACT #20130013**

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 **Ranger Construction Industries, Inc.**, 1200 Elboc Way, Winter Garden, Florida 34787, Telephone No. (407 ) 656-9255 Fax No. (407) 656-3188, 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 Denise Burton, PE, of the City's Traffic Operations Division, who may be reached at (772) 344-4364, or her designee.

**NOTICES**

All notices shall be delivered via certified mail to all parties listed below with return receipt requested.

City Project Manager:	Denise Burton, PE City of Port St. Lucie Traffic Operations Division 121 SW Port St. Lucie Blvd. Port St. Lucie, Florida 34984 Telephone: 772-344-4364 Fax: 772-871- 5246 Email: <a href="mailto:dburton@cityofpsl.com">dburton@cityofpsl.com</a>
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: <a href="mailto:rholder@cityofpsl.com">rholder@cityofpsl.com</a>
Contractor:	Bill Yoder Ranger Construction Industries, Inc. 1200 Elboc Way Winter Garden, Florida 34787 Telephone: 407-656-9255 Fax: 407-656-3188 Email: <a href="mailto:bill.yoder@rangerconstruction.com">bill.yoder@rangerconstruction.com</a>

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

The specific work that the Contractor has agreed to perform pursuant to the E-Bid Specifications #20130013, all Addenda, Attachments A & B, Schedule A and all associated permits are made a part of this Contract for St. Lucie West Boulevard Milling and Resurfacing from Peacock Boulevard to the west bridge approach of the Florida Turnpike are hereby incorporated by this reference.

**SECTION II**

## TIME OF PERFORMANCE

The Contract Period will begin on \_\_\_\_\_ (start date) and will extend for forty five (45) calendar days ending 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 at no additional cost 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 **\$1,054,618.48** for the unit prices identified on Schedule "A", 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 may make partial payment during the progress of the work as follows: Partial payments, calculated from quantities of work in place multiplied by the Contract unit prices will be made Net thirty (30) days after the receipt of the Pay Request. Retainage will be held as per Florida Statutes Section 218.735 8(a)-(b) of ten percent (10%) on each invoice submitted. The City will make payment unless the City feels there are grounds for withholding the payment of Retainage. If the City makes payment of the Retainage to the Contractor then the Contractor shall timely remit payment of such Retainage to all subcontractors and suppliers attributable to the labor, services or material supplied. All remaining retained amounts will be released to the Contractor Net thirty (30) days after final completion of work and the City's acceptance of project. Partial Release of Liens from all Contractors, subcontractors, suppliers for materials and sub-sub contractors are to be attached to each Pay Request. An updated Project Schedule is to be submitted with each Pay Request. Retainage and progress payments may be negotiated if payment is made by the Visa Procurement Card.

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

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

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

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

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

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 CG20370704 & 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.

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, St. Lucie West Blvd. Milling and Resurfacing from Peacock Blvd to the west bridge approach of the Florida Turnpike shall be listed as additionally insured, Contract #20130013". 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 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 \$1,000,000.00 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 approved by the City Council and 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 waste materials, rubbish, 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. 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.

**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 this 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/she 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/her, 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, the Contractor shall provide to the City one thousand one hundred forty eight (\$1,148.00) 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 XVIX 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 to this Contract.

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**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.

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 Ranger Construction Industries, 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. (seal)

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

SCHEDULE "A"

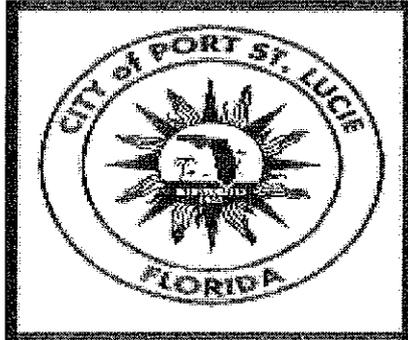
	Item No.	Description	Units	Quan	Unit Price	Amount
1		Indemnification Fee	LS	1	\$ 10.00	\$ 10.00
2	101-1	Mobilization	LS	1	\$ 4,250.00	\$ 4,250.00
3	102-1	Maintenance of Traffic	LS	1	\$ 77,600.00	\$ 77,600.00
4	104-2	NPDES Compliance	LS	1	\$ 272.00	\$ 272.00
5	327-70-1	Milling Existing Asphalt, 1"	SY	108,978	\$ 0.95	\$ 103,529.10
6	334-1	Superpave Asphalt Concrete SP-9.5 1 1/4" (including tack coat per FDOT Specs 300)	TN	8,294.5	\$ 81.65	\$ 677,245.93
7	339-1	Asphalt Base Repair Allowance (SP-12.5)	TN	1,500	\$ 104.00	\$ 156,000.00
8	706-3	Retro-Reflective Pavement Markers, amber	EA	710	\$ 2.90	\$ 2,059.00
9	706-3	Retro-Reflective Pavement Markers, white/red	EA	1,225	\$ 2.90	\$ 3,552.50
10	710-11-111	Painted Pavement Marking Std, White, Solid, 6"	LF	16,260	\$ 0.15	\$ 2,439.00
11	710-11-123	Painted Pavement Marking , Std, White, Solid, 12"	LF	10,666	\$ 0.50	\$ 5,333.00
12	710-11-123	Painted Pavement Marking , Std, White, Solid, 18"	LF	400	\$ 0.75	\$ 300.00
13	710-11-125	Painted Pavement Marking ,Std, White, Solid, 24"	LF	2,804	\$ 1.15	\$ 3,224.60
14	710-11-131	Painted Pavement Marking Std, White, Skip, 6"	LF	3,810	\$ 0.20	\$ 762.00
15	0710-11-160	Painted Pavement Marking , Std, White, Message (Intersection Id #)	EA	3	\$ 76.30	\$ 228.90
16	710-11-160	Painted Pavement Marking , Std, White, Message (Only)	EA	20	\$ 38.15	\$ 763.00
17	710-11-170	Painted Pavement Marking , Std, White, Arrow	EA	191	\$ 15.25	\$ 2,912.75
18	710-11-180	Painted Pavement Marking , Std, White, Yield Line (12" x 18")	EA	16	\$ 2.20	\$ 35.20
19	710-11-211	Painted Pavement Marking Std, Yellow, Solid, 6"	LF	10,660	\$ 0.15	\$ 1,599.00
20	710-11-224	Painted Pavement Marking, Std, Yellow, Solid, 18"	LF	150	\$ 0.75	\$ 112.50
21	710-11-231	Painted Pavement Marking Std, Yellow, Skip, 6"	LF	450	\$ 0.20	\$ 90.00
22	334	Geotechnical Density Testing	LS	1	\$ 12,300.00	\$ 12,300.00
		<b>TOTAL AMOUNT</b>				\$ 1,054,618.48

## E-BID DOCUMENTS

- E-BID SPECIFICATIONS
- ATTACHMENT A - TECHNICAL SPECIFICATIONS
- ATTACHMENT B - CONSTRUCTION PLANS
- E-BID REPLY EXCEL SPREADSHEET
- ADDENDUM #1 - PRE BID MEETING SUMMARY
- ADDENDUM #1A - REVISED E-BID REPLY EXCEL SPREADSHEET
- ADDENDUM #2 - SOILS REPORTS
- ADDENDUM #3
- ADDENDUM #4 - REVISED CONSTRUCTION PLANS
- ADDENDUM #5
- CD OF THE PRE BID MEETING
- AGENDA FOR THE PRE BID MEETING
- SIGN IN SHEET FROM THE PRE BID MEETING
- LEGAL ADVERTISEMENT

**SEALED ELECTRONIC BID (E-BID) DOCUMENTS**

**FOR**



**CITY OF PORT ST. LUCIE**

**ST. LUCIE WEST BLVD. - MILLING AND RESURFACING  
Peacock Blvd. to the west Bridge Approach of the Florida Turnpike**

**Sealed Electronic Bid # 20130013  
(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

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## INVITATION TO E-BID

Sealed Electronic Bid (E-Bid) #20130013 for St. Lucie West Boulevard Milling and Resurfacing from Peacock Boulevard to the west bridge approach of the Florida Turnpike 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 December 7, 2012**. Specifications are attached.

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 **November 14, 2012 at 2:00 PM**. At this time, the specifications and other bidding documents will be explained, and questions regarding the project will be discussed.

Electronic replies will be the **only** method allowed for Bidders to respond to this solicitation. All submittals must be contained in one (1) file and 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](mailto:supplierservices@onvia.com)

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

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 - 49.
- E-Bid Reply Sheet #20130013, pages 23 - 25 (included in E-Bid Specifications).
- Attachment A - Technical Specifications, pages 1 - 37 (not included in E-Bid Specifications)
- Attachment B - Construction Drawings, pages 1 - 4 (not included in E-Bid Specifications).
- E-Bid Excel Spreadsheet, page 1 (Schedule "A" not included in E-Bid Specifications).

St. Lucie West Blvd. Milling & Resurfacing  
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 # 20130013

### ST. LUCIE WEST BLVD. - MILLING AND RESURFACING Peacock Blvd. to the west bridge approach of the Florida Turnpike

#### OVERVIEW

The City of Port St. Lucie, a municipality in the State of Florida, desires to obtain quotations from qualified individuals, firms, and legal entities relative to the milling and resurfacing of St. Lucie West Boulevard from Peacock Boulevard to the west bridge approach of the Florida Turnpike. The Contract period is estimated at thirty (30) calendar days with no option to renew. The Contractor must be certified by the Florida Department of Transportation (FDOT) for this type of work and any associated work.

#### INTENT

It is the intent of the City to enter into a per unit fixed price basis contract with one (1) qualified Road Construction Contractor to perform the milling and resurfacing on St. Lucie West Boulevard from Peacock Boulevard to the west bridge approach of the Florida Turnpike. The Contractor shall supply all of the labor, supervision, equipment, machinery, tools, materials, transportation, and other incidentals required to complete the work in accordance with the Contract Documents and Contraction Plans.

#### SCOPE OF WORK

This project shall consist of all work, including but not limited to, all labor and materials to resurface St Lucie West Boulevard from west of the Peacock Boulevard intersection to the west approach slab of the Florida's Turnpike bridge as indicated by the project plans. The work will include approximately six hundred (600) feet south on Cashmere Boulevard, northbound lanes only. The work limits are shown on the project plans and include approximately one hundred seven thousand seven hundred thirty three (107,733) square yards of milling and resurfacing. The amount milled will be one inch (1") and the resurfacing will include all materials, including tack coat, required to install Superpave SP-9.5 asphalt, one and a quarter (1 ¼") inch thick. Temporary paint pavement markings and final Retro-Reflective Pavement Markers, Amber, are a part of this Contract as well as the proper slopes, including cross slopes, will need to be maintained.

The work will also include a line item for a unit price for asphalt repair for any areas discovered during the milling process that the City deemed necessary to repair. Payment will be made on actual quantities used. The proper repair procedure is identified in this document.

**ALL work is required to be performed at night and proper approved maintenance of traffic is required per this document. No day work will be allowed. The Contractor is required to open the lanes up for traffic no later than 6:00 AM each morning following night paving.**

A proposed Project Schedule is to be submitted with the E-Bid documents. Bidders are to list the sequence of work to be performed each day for the duration of the project. The final Project Schedule will be finalized at the Preconstruction Meeting.

The work will be performed in accordance with all appropriate FDOT specification 2010 Edition. The Contractor shall be FDOT certified in Flexible Pavement and Hot Plant Mixed Bitum Course. The asphalt product will be provided from a certified FDOT plant.

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

**NOTE: The City will not enter into a contract or conduct business with any firm or any personnel that is listed on the Federal, State, or other local government agencies' Excluded Parties List, Suspended List or Debarment List.**

## **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 and Discrepancies** - 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](mailto:rholder@cityofpsl.com) . The City will not be responsible for oral clarification of questions. Questions received after **November 28, 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 and the City Council will not be addressed. Questions will be answered in the form of an addendum. The Bidder(s), in turn, shall acknowledge receipt of the addenda 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 #20130013. Four (4) references shall be listed in the Questionnaire from existing firms in Florida 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. 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: The City will 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.
- ◆ Award will be based on Line Items 1 - 21 that represents the best value to the City.

The award date is the date that City Council passed 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 #20130013 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 and contained in one (1) file. No hard copies will be accepted.

- A. Request Bid Specifications, #20130013 from Onvia, via phone 800-711-1712 or via internet [www.cityofpsl.com](http://www.cityofpsl.com)
- B. Download the E-Bid Reply Excel Spreadsheet and save to your hard drive, program is in Excel Office 2003 Professional. Enter unit prices on the E-Bid Reply Excel Spreadsheet and save. The form will automatically total the unit prices.
- C. Complete company information on E-Bid Reply Sheet #20130013.
- D. Enter total price on E-Bid Reply Sheet #20130013. Totals shall agree with the E-Bid Reply Excel Spreadsheet that is to be uploaded at time of submittal. Discrepancies between the E-Bid Reply Excel Spreadsheets uploaded on Demandstar, the dollar amounts listed on the web page at time of submittal and the E-Bid Reply Sheet #20130013 uploaded on Demandstar will be resolved in favor of the E-Bid Reply Excel Spreadsheets that is uploaded at time of submittal.
- E. Electronically sign the E-Bid Reply Sheet #20130013 where indicated.
- F. Upload and submit the E-Bid Reply Sheet #20130013, E-Bid Reply Excel Spreadsheet, Contractor's Questionnaire, Non-Collusion Affidavit of Prime Bidder, Contractor Verification Form, 5% Bid Bond (**MUST** be received within five (5) business days after the opening or your bid may will be deemed non-responsive), Insurance Certificate(s), Trench Safety Form, Drug Free Workplace Form, Proposed Project Schedule, W-9 Form and the Checklist onto

Demandstar by the due date and time. Acknowledge all Addenda on the E-Bid Reply Sheet #20130013.

- 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 - 49
- E-Bid Reply Sheet #20130013
- Contractor’s Questionnaire
- Non-Collusion Affidavit of Prime Bidder
- Contractor Verification Form
- List of References
- Trench Safety Compliance Form
- Drug Free Workplace Form
- Attachments:
  - Attachment A - Technical Specifications– pages 1 - 37.
  - Attachment B - Construction Drawings, pages 1 - 4.
  - Schedule A - E-Bid Reply Excel Spreadsheet, page 1.

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

**1.9.3 Timeliness of Submittal** - All bids must be uploaded by the date and time specified above, when they will be opened and publicly read aloud. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids uploaded after the time specified be considered. It is the sole responsibility of the Bidder to ensure that his or her bid is uploaded to Demandstar.com on or before the closing date and time. The City shall in no way be responsible for delays caused by power outages or internet failures. 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 five (5) business days after the opening or the bid will be deemed non-responsive.

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.**

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

**1.14 Subcontracting or Assigning of the Contract** - The Bidder shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein, to any person, firm or corporation without the written consent of the City. Each Bidder shall list all subcontractors and the work provided by the suppliers in the area provided on the 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, 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 does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to City 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 expenditure incurred by the City in the process of testing products supplied by the Bidder if said products prove to be defective and/or in other manners not in compliance with the specifications. Expenditures as defined therein shall include, but not limited to, the replacement value of products destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Bidder from other remedies.

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

**1.19 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 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 to 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 shall 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,

St. Lucie West Blvd. Milling & Resurfacing

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: 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 accepted by the City and Contractor has received final payment.

**2.2.1 Defective Work** - . All work and/or materials not meeting the requirements of these specifications shall be deemed as defective by the City, and all such work and/or material, whether in place or not, shall be removed immediately from the site of the work. All rejected materials that have been corrected shall not be used until the City, or his/her designee, has issued written approval to the selected Bidder(s). Without unnecessary delay and without any additional cost to the City, all work that has been rejected shall be remedied or removed and replaced in a manner acceptable to the City', or his/her designee. If the Selected Bidder(s) fails to promptly remove and properly dispose of rejected materials and/or work then replaces same immediately after being notified to do so, the City, or his/her designee, may employ labor to remove and replace such defective work and/or materials. All charges for replacement of defective materials and/or work shall be charged to the selected Bidder(s) and may be deducted from any moneys due to the Selected Bidder(s) or his Surety.

**2.2.2 Repair or Replacement** - Should any defect appear during the warranty period, the selected Bidder(s) shall, at their own 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 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, coned off vehicles, arrow boards and other warnings against hazards as is prudent and/or required by law to protect the public interest. The selected Bidder's employees shall wear company uniforms, safety vests, safety boots and safety glasses. All damage, injury or loss to persons and/or property caused, directly or indirectly, in whole or in part, by the selected Bidder's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the selected Bidder(s).

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

**2.5 Suspension of Work** - The City may at any time suspend work on the entire job or any part thereof for such periods as deemed necessary and for whatever cause by giving three (3) calendar days written notice, signed by the City, to the selected Bidder(s). The selected Bidder(s) shall resume the work within three (3) calendar days after a written notice to resume work is issued to the selected Bidder(s) and is signed by the City.

Neither additional compensation nor a time extension will be paid or granted to the selected Bidder(s) when the operations are suspended for the following reasons:

- A. The selected Bidder(s) fails to comply with the Contract Documents.
- B. The selected Bidder(s) fails to carry out orders given by the Engineer at the direction of the City.
- C. The selected Bidder(s) cause conditions considered unfavorable for continuing the work.

Suspension of operations on City observed Holidays - Unless the selected Bidder(s) submits in writing ten (10) calendar days on advance of the request and receives written notice by the City, the selected Bidder(s) 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 Bidder shall remove all equipment and materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet the requirement of FDOT Standard Specification Section s 102 and 104. The selected Bidder(s) will not be entitled to any additional compensation for the removal of equipment from clear zones for the compliance with FDOT Standard Specifications 102 and 104 during such holiday periods.

**2.6 Emergencies** - In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the selected Bidder(s), or his designee, without special instruction or

authorization from the City, is obligated to act to prevent threatened damage, injury or loss. In the event such actions are taken, the selected Bidder(s) shall promptly give to the City written notice and contact immediately by phone, 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 selected Bidder(s).

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

**2.8 Adjustments** - The selected Bidder(s) shall be responsible to arrange with utility companies for any adjustment necessary to the valve boxes, manholes, or castings so that they will conform to the new grade after placement of the asphalt. The selected Bidder(s) shall also be responsible to identify, and avoid damage to all utilities (publicly and privately owned) within the area where work is being performed.

**2.9 Notification** - The selected Bidder(s) shall be responsible to give twenty-four (24) hour notification to the City, or his/her designee, when field observations are required.

**2.10 Sanitary Conditions** - The selected Bidder(s) shall be responsible to provide and maintain in a neat and sanitary condition such accommodations for the use of employees as may be necessary to comply with the regulations of the County Board of Health or other bodies having jurisdiction. Selected Bidder(s) shall commit no public nuisance.

**2.11 Access to Work** - The selected Bidder(s) shall be responsible to permit the City, its inspectors, and other authorized representatives of the City to have access to all parts of the work, and to all materials intended for use in the work, and to all factories where such materials are manufactured, at all times. The above designated City personnel shall be permitted during said access to remove materials and make such inspections, as they deem necessary. Materials submitted for approval will be inspected and passed upon as promptly as practical as will work in process. However, failure to reject defective work at the time it is done and/or failure to reject materials shall in no way prevent rejection at any time prior to final acceptance of the work authorized by the City.

**2.12 Foreman or Superintendent and Workmen**- The selected Bidder(s) shall at all times during progress of the work, have on site a competent foreman or superintendent with authority to act for him and to cooperate with the City and/or his/her designee. The selected Bidder(s) shall provide competent, careful and reliable 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.

**2.13 Authority** - The selected Bidder(s) are hereby informed that City inspectors are not authorized to alter, revoke, enlarge, or relax the provisions of these specifications. They are not authorized to approve

St. Lucie West Blvd. Milling & Resurfacing

or accept any portion of the completed work, or instructions contrary to the specifications. An inspector is placed on the project (or sent to the location of materials) to inspect materials being used in the work and to observe the manner in which the work is being performed and to report the progress of the work to the City, or his/her designee. The inspector shall have the authority to reject defective materials or suspend any work that is being improperly done subject to the final decision of the City, or his/her designee.

**2.14 Damages** - The selected Bidder(s) shall be responsible for the charge and care of all work from damage by the elements or from any cause whatsoever until the City, or his/her designee, confirms in writing to the selected Bidder(s) that said work is, "substantially complete" and/or "accepted". Selected Bidder(s) shall be responsible until said written notice is received to repair and make good at their expense any such damage.

**2.15 Permission to Use** - The selected Bidder(s) shall permit any portion of the new work, which is in suitable condition, to be used by the City for the purpose for which it was intended, provided such use does not hinder or make more expensive the work still to be done by the selected Bidder(s).

**2.16 Contractual Relations** - The selected Bidder(s) are advised that nothing contained in the contract or specifications shall create any contractual relations between the City and subcontractors of the selected Bidder(s).

**2.17 Labor and Equipment** - The selected Bidder(s) shall utilize experienced help who are thoroughly capable of performing the work assigned to them. The selected Bidder(s) shall utilize proper equipment in good repair to perform assigned work. Failure on the part of the selected Bidder(s) to furnish such labor or equipment shall be sufficient cause for annulment of any award resulting from these specifications.

**2.18 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.

### 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 **November 14, 2012 at 2:00 pm** at which time the specifications and other bidding documents will be explained, and questions regarding the project will be discussed.

**3.2 Premises/Site Exploration:** Location of project site is St. Lucie West Boulevard from Peacock Boulevard to the West bridge approach of the Florida Turnpike, Port St. Lucie, Florida.

**3.3 Hours of Service** - The standard hours of work allowed in the City's right-of-ways are from 7:00 a.m. to sundown Monday through Friday. Any work performed by the Contractor outside of the aforementioned time limit requires special authorization by the City and requires that the Contractor obtain a noise permit from the City Police Department. All equipment operated at night shall comply with the noise levels established by the City of Port St. Lucie noise ordinance. Any additional costs associated with work outside of the hours of work allowed shall be borne by the Contractor. This shall

include, but not be limited to costs of inspection, testing, police assistance, and construction administration.

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

**3.4 Scope of Work** - This project shall consist of all work, including but not limited to, all labor and materials to resurface St Lucie West Boulevard from the Peacock Boulevard intersection to the West approach slab of the Florida's Turnpike bridge as indicated by the project plans. The work will include approximately six hundred (600) feet south on Cashmere Blvd, northbound lanes only. The work limits are shown on the project plans and include approximately one hundred seven thousand seven hundred thirty three (107,733) square yards of mill and resurface. The amount milled will be one inch (1") and the resurfacing will include all material, including tack coat, required to install Superpave SP-9.5 asphalt, one and a quarter inch (1 ¼") thick. Temporary paint pavement markings and final Retro-Reflective Pavement Markers, Amber, are a part of this Contract. The proper slopes, including cross slopes, need to be maintained.

The work will also include a line item for a unit price for asphalt repair for any areas discovered during the milling process that the City deemed necessary to repair. Payment will be made on actual quantities used. The proper repair procedure is identified in this document.

**ALL work is required to be performed at night and proper approved maintenance of traffic is required per this document. No day work will be allowed. The Contractor is required to open the lanes up for traffic no later than 6:00 AM each morning following night paving.**

A proposed Project Schedule is to be submitted with the E-Bid documents. Bidders are to list the sequence of work to be performed each day for the duration of the project. The final Project Schedule will be finalized at the Preconstruction Meeting.

The work will be performed in accordance with all appropriate FDOT specification 2010 Edition. The Contractor shall be FDOT certified in Flexible Pavement and Hot Plant Mixed Bitum Course. The asphalt product will be provided from a certified FDOT plant.

**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 Selected Bidder(s) plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work, or other conditions 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(s) 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 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 selected Bidder(s) with these Specifications. The selected Bidder(s) shall execute the Contract, deliver the required Insurance Certificates, furnish an acceptable Performance and Payment Bond and any other required documentation within ten (10) calendar days. 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 selected Bidder(s) 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 selected Bidder(s) in advance that the City will sustain certain damages by reason of the failure of the selected Bidder(s) 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 selected Bidder(s) thereafter be permitted to contest to the contrary and does waive such right upon submitting a bid.

## 5. INSURANCE REQUIREMENTS

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

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

**5.1 Indemnification** – The Bidder shall indemnify and hold harmless the City, and its Officers and their employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Bidder and all persons employed or utilized by the Bidder in the performance of the construction contract. As consideration for this indemnity provision the Bidder shall be paid the sum of 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 \$1,000,000.00 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:

St. Lucie West Blvd. Milling & Resurfacing

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 CG20370704 & 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 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.

**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 #20130013 for St. Lucie West Blvd - Milling and Resurfacing from Peacock Blvd. to the Florida Turnpike. 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 #20130013". 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.

**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(s) 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 /Quality of Equipment and Materials** - 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. Written requests for consideration of substitutions must be submitted at least fifteen (15) days prior to bid opening. Requests shall describe the products under consideration, including all data necessary to demonstrate acceptability. If the substitution is approved, an Addendum will be issued to all Bidders. The City shall be the sole judge of the equality of alternate products proposed and its decision shall be final.

Whenever the Specification calls 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 of the item shall be provided whether or not they are normally included in the Standard manufacturer's item list.

Whenever the Specification 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 selected Bidder(s) shall provide an equal item in quality and performance which is currently available at no charge to the City.

**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 November 28, 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 #20130013**

**ST. LUCIE WEST BLVD. - MILLING AND RESURFACING  
Peacock Blvd. to the west bridge approach of the Florida Turnpike**

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.

**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 Bidders are to list the number of calendar days required to complete the work if they cannot meet the estimated thirty (30) day schedule. A Project Schedule is to be submitted with the E-Bid to outline the daily sequence of work to be performed.

\_\_\_\_\_ 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. E-Bid will be award based on line item numbers 1- 21 that represent the best value to the City.

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

**SCHEDULE A**

Item No.	Description	Units	Quantity
	Indemnification Fee	LS	1
101-1	Mobilization	LS	1
102-1	Maintenance of Traffic	LS	1
104-2	NPDES Compliance	LS	1
327-70-1	Milling Existing Asphalt, 1"	SY	107,733
334-1	Superpave Asphalt Concrete SP-9.5 1 1/4" (including tack coat per FDOT Specs 300)	TN	8,200
339-1	Asphalt Repair	TN	1,500
706-3	Retro-Reflective Pavement Markers, amber	EA	700
706-3	Retro-Reflective Pavement Markers, white/red	EA	1,200
710-11-111	Painted Pavement Marking Std, White, Solid, 6"	LF	15,910
710-11-123	Painted Pavement Marking , Std, White, Solid, 12"	LF	10,666
710-11-123	Painted Pavement Marking , Std, White, Solid, 18"	LF	400
710-11-125	Painted Pavement Marking ,Std, White, Solid, 24"	LF	2,804
710-11-131	Painted Pavement Marking Std, White, Skip, 6"	LF	3,800
0710-11-160	Painted Pavement Marking , Std, White, Message (Intersection Id #)	EA	3
710-11-160	Painted Pavement Marking , Std, White, Message (Only)	EA	20
710-11-170	Painted Pavement Marking , Std, White, Arrow	EA	185

St. Lucie West Blvd. Milling & Resurfacing

710-11-180	Painted Pavement Marking , Std, White, Yield Line (12" x 18")	EA	16
710-11-211	Painted Pavement Marking Std, Yellow, Solid, 6"	LF	10,560
710-11-224	Painted Pavement Marking, Std, Yellow, Solid, 18"	LF	150
710-11-231	Painted Pavement Marking Std, Yellow, Skip, 6"	LF	450
	Optional Line Item		
341-70	Petromat or approved Equal	SY	107,733

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.

**The City reserves the right to split this award, if in the City's opinion such a split is beneficial to the City.**

**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)

**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 four (4) milling and resurfacing projects similar to this Bid completed by your firm along with a brief description of project, location of project, client name, client phone number, value of contract, your firm's percentage of the total contract value, as well as the number of change orders and the total change order value.

Project Number 1

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

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

Location:

Prime Contractor or Subcontractor:

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:

Prime Contractor or Subcontractor:

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:

Prime Contractor or Subcontractor:

Client Name and Phone Number:

Value of Total Contract:

Firm's Percentage of Total Contract:

St. Lucie West Blvd. Milling & Resurfacing

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 4

Project Name:

Description:

Location:

Prime Contractor or Subcontractor: \_\_\_\_\_

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:

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(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. Submit a Project Schedule to outline the daily sequence of work to be performed. Insert here or attach to the Proposer's Questionnaire.

13. How will the Contractor be able to meet the project timeline and budget given the current work load, work force and equipment?

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14. 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:

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15. 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:

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

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

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

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

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

18. 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.

19. 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. \$ \_\_\_\_\_

20. Is the firm claiming Local Preference under City Ordinance 35.12? ( ) Yes ( ) No

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

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

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

\_\_\_\_\_  
Signature Title

*(Balance of page intentionally left blank)*

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

**CITY OF PORT SAINT LUCIE  
CONTRACT #20130013**

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 Denise Burton, PE, of the City's Traffic Operations Division, who may be reached at (772) 344-4364, or her designee.

**NOTICES**

All notices shall be delivered via certified mail to all parties listed below with return receipt requested.

City Project Manager: Denise Burton, PE  
City of Port St. Lucie Traffic Operations Division  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, Florida 34984  
Telephone: 772-344-4364 Fax: 772-871- 5246  
Email: [dburton@cityofpsl.com](mailto:dburton@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](mailto:rholder@cityofpsl.com)

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

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

The specific work that the Contractor has agreed to perform pursuant to the E-Bid Specifications #20130013, all Addenda, Attachments A & B, Schedule A and all associated permits are made a part of this Contract for St. Lucie West Boulevard Milling and Resurfacing from Peacock Boulevard to the west bridge approach of the Florida Turnpike are hereby incorporated by this reference.

## SECTION II TIME OF PERFORMANCE

The Contract Period will begin on \_\_\_\_\_ (start date) and will extend for thirty (30) calendar days ending 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 at no additional cost 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 \_\_\_\_\_ for the unit prices identified on Schedule "A", 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 may make partial payment during the progress of the work as follows: Partial payments, calculated from quantities of work in place multiplied by the Contract unit prices will be made Net thirty (30) days after the receipt of the Pay Request. Retainage will be held as per Florida Statutes Section 218.735 8(a)-(b) of ten percent (10%) on each invoice submitted. The City will make payment unless the City feels there are grounds for withholding the payment of Retainage. If the City makes payment of the Retainage to the Contractor then the Contractor shall timely remit payment of such Retainage to all subcontractors and suppliers attributable to the labor, services or material supplied. All remaining retained amounts will be released to the Contractor Net thirty (30) days after final completion of work and the City's acceptance of project. Partial Release of Liens from all Contractors, subcontractors, suppliers for materials and sub-sub contractors are to be attached to each Pay Request. An updated Project Schedule is to be submitted with each Pay Request. Retainage and progress payments may be negotiated if payment is made by the Visa Procurement Card.

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

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

St. Lucie West Blvd. Milling & Resurfacing

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

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

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

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

St. Lucie West Blvd. Milling & Resurfacing

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 CG20370704 & 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.

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, St. Lucie West Blvd. Milling and Resurfacing from Peacock Blvd to the west bridge approach of the Florida Turnpike shall be listed as additionally insured, Contract #20130013". 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 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 \$1,000,000.00 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

St. Lucie West Blvd. Milling & Resurfacing

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 approved by the City Council and 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 waste materials, rubbish, 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. 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.

**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 this 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/she 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/her, 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, the Contractor shall provide to the City one thousand one hundred forty eight (\$1,148.00) 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 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 to this Contract.

**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.

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 and title)

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. (seal)

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

## 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

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

**E-BID NO. 20130013**

**PROJECT TITLE: St. Lucie West Blvd. Milling & Resurfacing  
Peacock Blvd. to the west bridge approach of the Florida Turnpike**

**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. 20130013**

**PROJECT TITLE: St. Lucie West Blvd. Milling & Resurfacing  
Peacock Blvd. to the west bridge approach of the Florida Turnpike**

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

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

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

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

has submitted the attached bid;

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

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

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

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

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

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

STATE OF FLORIDA        }  
COUNTY OF ST LUCIE    }SS:

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

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

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

**CITY OF PORT ST. LUCIE, FLORIDA**  
**E-BID NO. 20130013**

**TRENCH SAFETY ACT COMPLIANCE STATEMENT**

Project Name: **St. Lucie West Blvd. Milling & Resurfacing from Peacock Blvd. to the west bridge approach of the Florida Turnpike**

Project Location: 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: # 20130013

**Bid Title: St. Lucie West Blvd. Milling & Resurfacing from Peacock Blvd. to the west bridge approach of the Florida Turnpike**

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 # 20130013**  
**St. Lucie West Blvd. Milling & Resurfacing**  
**Peacock Blvd. to the west bridge approach of the Florida Turnpike**

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 #20130013 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 within five (5) business days after the opening or the bid will be considered non-responsive.
- \_\_\_\_\_ 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 #20130013.
- \_\_\_\_\_ Required W-9 as per Section 1.25.1 uploaded to Demandstar.
- \_\_\_\_\_ Proposed Project Schedule uploaded to Demandstar with the Proposer's Questionnaire.
- \_\_\_\_\_ 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; 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.
- \_\_\_\_\_ 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 Specification for

**City of Port St. Lucie  
St. Lucie West Blvd. Milling & Resurfacing  
Peacock Blvd. to the west bridge approach of the Florida Turnpike**

(37 Pages follow as a separate attachment)

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**ATTACHMENT B**

Construction Plans  
for

**City of Port St. Lucie  
St. Lucie West Blvd. Milling & Resurfacing  
Peacock Blvd. to the west bridge approach of the Florida Turnpike**

(4 Pages follow as a separate attachment)

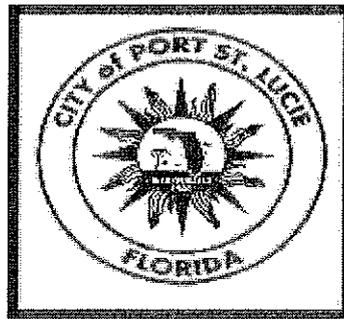
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**Attachment A**

**Technical Specifications**

**ST. LUCIE WEST BLVD. - MILLING AND RESURFACING  
Peacock Blvd. to the west bridge approach of the Florida Turnpike**

**Sealed Electronic Bid # 20130013  
(E-Bid)**



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**GENERAL REQUIREMENTS**

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

**ARTICLE 1**  
**DEFINITION OF TERMS**

1.1 GENERAL

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

1.2 ACT OF GOD

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

1.3 ASBESTOS

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

1.4 A.S.T.M. DESIGNATION

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

1.5 CHANGE ORDER

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

1.6 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.

1.7 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.

#### 1.8 CONTRACT DOCUMENTS

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

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

#### 1.9 PROJECT MANAGER

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

#### 1.10 CONTRACTOR

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

#### 1.11 DEPARTMENT (FDOT)

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

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

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

#### 1.13 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 will be the (CEI) for this project.

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

#### 1.14 GENERAL REQUIREMENTS

The directions, provisions and requirements contained herein entitled General Requirements and Technical Specifications and any addenda, amendments, supplemental written agreements and

## ST. LUCIE WEST BLVD. MILLING & RESURFACING

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.

### 1.15 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.

### 1.16 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.

### 1.17 LABORATORY

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

### 1.18 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.

### 1.19 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.

### 1.20 PLANS

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

### 1.21 SAMPLES

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

### 1.22 SPECIAL CONDITIONS

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

### 1.23 SPECIFICATIONS

The directions, provisions, and technical requirements together with all written agreements made or to be made, setting forth or relating to the method and manner of performing the work, or to

the quantities and qualities of materials, labor and equipment to be furnished under the Agreement.

#### 1.24 SUBCONTRACTOR

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

#### 1.25 SURETY

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

#### 1.26 UNDERGROUND FACILITIES

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

#### 1.27 UNIT PRICE WORK

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

#### 1.28 WORK

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

#### 1.29 WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Any and all changes in the amount of \$25,000.00 or higher per fiscal year require City Council approval by a written change order that must be signed by the City Manager or his designee as representing the City. Adjustments in price up to \$24,999.00 per fiscal year require written approval from OMB. Work shall be changed and the Contract price and completion time shall be modified only as set out in the written change order.

#### 1.30 WRITTEN NOTICE

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

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

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

2.1 SCOPE OF WORK

This project shall consist of all work, including but not limited to, all labor and materials to resurface St Lucie West Boulevard from west of the Peacock Boulevard intersection to the west approach slab of the Florida's Turnpike bridge as indicated by the project plans. The work will include approximately six hundred (600) feet south on Cashmere Boulevard, northbound lanes only. The work limits are shown on the project plans and include approximately one hundred seven thousand seven hundred thirty three (107,733) square yards of milling and resurfacing. The amount milled will be one inch (1") and the resurfacing will include all materials, including tack coat, required to install Superpave SP-9.5 asphalt, one and a quarter (1 ¼") inch thick. Temporary paint pavement markings and final Retro-Reflective Pavement Markers, Amber, are a part of this Contract as well as the proper slopes, including cross slopes, will need to be maintained.

The work will also include a line item for a unit price for asphalt repair for any areas discovered during the milling process that the City deemed necessary to repair. Payment will be made on actual quantities used. The proper repair procedure is identified in this document.

**ALL work is required to be performed at night and proper approved maintenance of traffic is required per this document. No day work will be allowed.**

A proposed Project Schedule is to be submitted with the E-Bid documents. Bidders are to list the sequence of work to be performed each day for the duration of the project. The final Project Schedule will be finalized at the Preconstruction Meeting.

The work will be performed in accordance with all appropriate FDOT specification 2010 Edition. The Contractor shall be FDOT certified in Flexible Pavement and Hot Plant Mixed Bituminous Course. The asphalt product will be provided from a certified FDOT plant.

2.2 INTENT OF PLANS AND SPECIFICATIONS

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

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

Provisions of this Article supersede the requirements of Division II, Section 105 of the Florida Department of Transportation Standard Specifications which are modified as follows. The

following subsections of Division II, Section 105 of the Standard Specifications shall not apply to work under this Contract:

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

### 2.3 CONFLICT

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

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

- A. Amendments
- B. Change Orders
- C. Plans/Construction Drawings
- D. Supplemental Specifications
- E. 2010 FDOT Standard Specifications for Road and Bridge Construction.

### 2.4 DISCREPANCIES IN PLANS

Any discrepancies found between the Plans and Specifications and site conditions or any errors or omissions in the Plans or Specifications shall be immediately reported to the Engineer and City in writing in the form of an official Request for Information (RFI). The Engineer and City shall promptly correct such error or omission in writing. Any work done by the Contractor after his

discovery of such discrepancies, errors or omissions shall be done at the Contractor's risk.

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

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

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

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

## 2.5 DRAWINGS AND SPECIFICATIONS AT JOB SITE

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

## 2.6 DIMENSIONS

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

## 2.7 SAMPLING AND TESTING

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

The Contractor shall furnish any required samples without charge. The City and the Engineer shall be given sufficient notification of the placing of orders for materials to permit testing. When the

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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, City 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.

The testing laboratory shall mail a copy of all test reports directly to the Engineer for submittal to the City. Test Reports shall include the following:

- A. Project Name and Contract Number 20120013
- B. Engineer' Name
- C. City's Name
- D. Contractor's Name
- E. Date of Sampling
- F. Technician Sampling
- G. Date of Testing
- H. Technician Testing
- I. Test Results
- J. Specification Requirements
- K. Whether or Not Test Meets Specification Requirements
- L. Signature of Supervising Professional Engineer

2.8 SHOP DRAWINGS-where applicable

The Contractor shall provide shop drawings, setting schedules and other drawings as may be necessary for the prosecution of the work in the shop and in the field as required by the Plans and Specifications or Engineer's and the City's instructions. Deviations from the Plans and Specifications shall be called to the attention of the Engineer and City at the time of the first submission of shop drawings and other drawings. The Engineer's review and approval of any shop drawings shall not release the Contractor from responsibility for errors, corrections of details, or

conformance with the Contract. Shop drawings shall be submitted according to the following schedule:

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

Definitions for Section 2.8:

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

includes all the minimum requirements outlined in FDOT Standard Specifications Section 5-1.4.4. Allow two (2) week review time for re-submittals.

3. Submit shop drawings to facilitate expeditious review. The Contractor is discouraged from transmitting voluminous submittals of shop drawings at one time. For submittals transmitted in this manner, allow for the additional review time that may result.
4. Only shop drawings distributed with the "red ink" stamps are valid and all work that the Contractor performs in advance of approval will be at the Contractor's risk.

## 2.9 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 City does not in any case supersede the Contract Documents. The acceptance by the Engineer and 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 CITY'S RESPONSIBILITY AND AUTHORITY

All work shall be performed to the satisfaction of the City. All work done shall be subject to the construction review of the City. 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 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 CONSTRUCTION REVIEW OF WORK

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

### 3.4 FIELD TESTS AND PRELIMINARY OPERATION

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

### 3.5 EXAMINATION OF COMPLETED WORK

The City/Engineer may request an examination of completed work of the Contractor at any time before acceptance by the Engineer of the work and shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the Specifications. This cost is incidental to the contract.

### 3.6 CONTRACTOR'S SUPERINTENDENT

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

### 3.7 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 City and the 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 City and Engineer in writing.

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

### 3.8 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 City and the Engineer any irregularities, which will not permit him to complete his work in a satisfactory manner. His failure to notify the City and 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 City and 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.

### 3.9 SUBCONTRACTS AND PURCHASE ORDERS/VISA ORDERS

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

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

For convenience of reference the Specifications are separated into Articles. Such separations shall not, however, operate to make the Engineer or City an arbiter to establish limits to the contracts between the Contractor and Subcontractors.

### 3.10 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.

### 3.11 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 City and the Engineer, may not be measured and paid for.

### 3.12 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 Florida Department of Environmental Protection requirements, and the Florida Department of Transportation "Standard Specifications for Road and Bridge Construction Specifications 2010 Edition", the "Design Standards 2012/2013 Edition", these Contract Documents, and all applicable FDOT standards, manuals, and procedures.

### 4.2 MATERIALS FURNISHED BY THE CONTRACTOR

- A. All materials used in the work shall meet the requirements of the respective Specifications.
  - 1. 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. If the item 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.
- B. 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 City and the Engineer's approval. The City and the Engineer may inspect or test any materials proposed for use at any time during their preparation and use. Do

not use any material that, after approval, has in any way become unfit for use in the work. Do not use materials containing asbestos. All materials must be on the approved FDOT QPL.

C. Control by Samples and Tests.

1. Materials to be Tested, Samples. The City and Engineer may test materials by means of samples, or otherwise, at production points and after delivery. The City will perform and pay for such tests. Afford such facilities as the Engineer requires for collecting and forwarding samples, and do not make use of, or incorporate in the work, any materials represented by the samples until the Engineer tests and finds the materials acceptable. Furnish and deliver the required material necessary to take samples, to the point that the Engineer designates, at no expense to the City.
2. Pavement Samples: For both based course and surface course pavements, furnish samples taken from the completed work at any location that the Engineer and City 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 City and Engineer with access to all parts of all paving or other plants connected with the work to verify weights or proportions and character of materials, and to determine temperatures used in preparing materials and mixtures. Facilitate and assist in the City's and 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 City and Engineer will select and take all samples from all aggregates entering into asphalt concrete mixes. Advise the Engineer as to location and source three (3) 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 (3) 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 City and 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 City and 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 City and Engineer reserves the right to sample these materials in accordance with the provisions of this specification.
13. Manufacturer's may obtain the sample certification forms through the Department's web site.
14. It is the sole responsibility of the Contractor to obtain, verify completeness and submit the certification to the City and Engineer before incorporating such manufactured products into the project.

4.3 SUBSTITUTION OF EQUIPMENT AND/OR MATERIAL

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

4.4 STORAGE OF MATERIALS (CONTRACTOR AND CITY FURNISHED)

Outdoor storage space may not be available at project site. Materials shall be stored so as to incur the preservation of their quality and fitness for the work, to facilitate prompt inspection, and to minimize noise impacts on sensitive receivers. More detailed specifications concerning the storage of specific materials are prescribed under the applicable specifications. The City may reject improperly stored materials. Private property shall not be used for storage purposes unless permitted by the Private Property Owner.

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

The Contractor shall be responsible for securing an area appropriate for storage. The costs for incidental work efforts necessary by the Contractor in order to prepare the storage site shall be included in the various bid items. The site shall be fenced, and be maintained to a level that will not create hazardous conditions to the surrounding area, and shall maintain vegetative growth on the perimeter of area. The City is not responsible for loss of or damage to stored materials.

#### 4.5 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.

#### 4.6 OWNERSHIP OF MATERIALS

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

All material, equipment and work become the sole property of the City after final payment. 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.

### **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.

### 5.3 PROTECTION OF PERSONS AND PROPERTY

#### A. Safety Precautions and Programs

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

#### B. Safety of Persons and Property

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

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

### 5.4 CROSSING

When new construction crosses highways, railroads, streets or utilities under the jurisdiction of

state, county, city or other public agency, public utility or private entity, the City through the Engineer shall secure written permission prior to the commencement of construction of such crossing. The Contractor will be required to furnish evidence of compliance with conditions of the permit from the proper authority before final acceptance of the work by City.

#### 5.5 SANITARY PROVISION

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

#### 5.6 WARNING SIGNS AND BARRICADES

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

### **ARTICLE 6** **PROGRESS AND COMPLETION OF WORK**

#### 6.1 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.

#### 6.2 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.

#### 6.3 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 City may withhold all estimates that are, or may become due, or suspend the work until the Contractor corrects such deficiencies.

#### 6.4 PROVISIONS FOR CONVENIENCE OF PUBLIC

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

#### 6.5 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 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 CONSTRUCTION TOLERANCES

If, in the opinion of the City and 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.

#### 7.4 REQUEST FOR PAYMENT

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

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 and submit to the City:

- A. That the work covered by the request for payment has been completed in accordance with the intent of the Plans and Specifications.
- B. That the quantities of work have been completed as stated in the request for payment, whether for a unit price contract or for payment on a lump-sum contract.
- C. All partial release of liens have been submitted.
- D. An updated Project Schedule has been submitted.
- E. Invoices include purchase order number or Visa number and contract number.

#### 7.5 CITY'S ACTION ON A REQUEST FOR PAYMENT

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

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

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

- A. Work not performed but included in the request for payment.
- B. Work covered by the request for payment which is not in accordance with the Plans, Specifications and generally accepted engineering and construction practices.

- C. In the event of a filing of a claim or lien or information received by City of a potential filing of a claim or lien against the Contractor or City.
- D. Failure of the Contractor to make payments to Subcontractors, material suppliers or labor.
- E. Damage to another contractor as defined in Article 3.11 of the General Requirements.
- F. Default of any of the provisions of the Contract Documents.
- G. Defective work which has not been corrected within the time specified in the Contract Documents.
- H. No purchase order number and/or contract number referenced on request for payment.
- I. If partial or final release of liens are not submitted with payment request.
- J. Failure to maintain insurance coverage throughout the life of the contract.
- K. Failure to provide as-built drawings.

#### 7.9 PAYMENT FOR UNCORRECTED WORK

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

#### 7.10 PAYMENT FOR REJECTED WORK AND MATERIALS

The removal of work and materials rejected under Section XIII of the Contract, 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 XIII of the Contract shall be paid for by the Contractor net thirty (30) days after written notice is given by the City and Engineer. If the Contractor does not pay the expenses of such removal and after ten (10) days written notice being given by the City and Engineer of his intent to see the materials, the City may sell the materials.

### **ARTICLE 8** **MISCELLANEOUS**

#### 8.1 ADDRESSES FOR NOTICES

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

#### 8.2 TAXES

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

### 8.3 NO WAIVER OF LEGAL RIGHTS

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

### 8.4 MAINTENANCE OF TRAFFIC

Maintenance of traffic shall include all items necessary to conform to the latest FDOT Specifications, FDOT Design Standard Indices Drawings and Manual on Uniform Traffic Control Devices. 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.

**ALL paving operations must be done at night to limit the traffic disrupt on this major corridor. No day work will be allowed.**

Contractor should develop, at his own expense, a Traffic Control Plan. Any Traffic Control Plan must be developed by a professional Engineer, duly licensed and registered in the State of Florida. Contractor is responsible for all costs and expenses associated with obtaining approval of the Traffic Control Plan from the City of Port St. Lucie, FDOT and any other applicable agency. Contractor's Traffic Control Plan shall be submitted at the Pre-construction meeting and shall clearly show the location and type of all signing and pavement markings. Contractor shall specify construction phasing (at the Contractor's discretion) including construction of drainage crossings and shall provide a concise written description of the plan including all phases. All associated costs for providing maintenance of traffic for this project including, but not limited to, fees and costs and preparation of the Maintenance of Traffic Plan shall be paid for under the Bid Unit price for Item Number 102 "Maintenance of Traffic" and any other Item that includes Maintenance of Traffic.

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

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.

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 Public Works Department, forty-eight (48) hours in advance, in the event of detour of any roadway. The City Public Works Department will distribute the information to the appropriate agencies, including the news media, if required.

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

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

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

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

#### 8.5 ACCESS AND RESTORATION

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

The Contractor shall not block access to driveways except where same area is to be removed and replaced. The Contractor shall give twenty-four (24) hours advance written notice to the resident or occupant of the property of driveway removal and replacement operations and supply the City's representative a copy of same. Access shall be maintained to property of a commercial operation either via the driveway or a reasonable alternative route. The Contractor shall coordinate such an alternative route with the operator of the commercial operation. Traffic control devices shall conform to Section 102-2.1 of the FDOT Standard Specifications. Unless approved in writing by the City and 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 City and Engineer will only notify the Contractor one time of inadequate dust control. If the Contractor fails to respond within two (2) hours, then the City will provide dust control and back charge the Contractor.

#### 8.8 NOISE CONTROL

The Contractor shall be responsible for continuously monitoring the noise levels of equipment during construction. Noise levels must be kept to a minimum at all times, particularly during any work permitted beyond the normal working hours, classified as 7:00 AM to sundown. Any work performed before or after these hours requires a noise permit from the City. The Contractor shall provide forty-eight (48) hours of notice prior to construction at night.

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

#### 8.9 SALVAGEABLE ITEMS

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

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**TECHNICAL SPECIFICATIONS**

**ROADWAY, GRASSING**

<u>Paragraph</u>	<u>Description</u>
1. ....	Standard Specifications
2. ....	Scope Of Work
3. ....	Utilities
4. ....	Borrow And Waste
5. ....	Construction Layout
6. ....	Water Resources
7. ....	Fish And Wildlife Resources
8. ....	Erosion And Sediment Control Measures
9. ....	Environmental Protection
10. ....	Clearing And Grubbing
11. ....	Control And Disposal Of Waste
12. ....	Dust Control
13. ....	Stabilization
14. ....	Hot Bituminous Mixtures Plant, Methods And Equipment
15. ....	Milling Existing Asphalt Pavement (1")
16. ....	Sodding
17. ....	Reflective Pavement Markers
18. ....	Painting Traffic Stripes And Markings
19. ....	Thermoplastic Traffic Stripes And Markings (Not in Contract)
20. ....	Asphalt Base Repair Allowance
21. ....	Project Schedule

1. **STANDARD SPECIFICATIONS** - All work shall conform to the "Florida Department of Transportation Standard Specifications for Road and Bridge Construction" (2010 Edition), unless stated otherwise. Any reference in the FDOT Standard Specifications to the Engineer or Department shall mean the Engineer on this project. Specific references are made to certain portions of the FDOT Standard Specifications to facilitate the Contractor.

Any reference to "FDOT Standard Indexes" shall mean the FDOT Design Standards (2010 Edition).

2. **SCOPE OF WORK** - Shall be as shown and described in the Contract Documents, see Section 2.1.
3. **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 City and Engineer has reflected on the plans those utilities he/she is aware of. The locations shown are approximate only. Any work involving conflict with utility companies shall be coordinated promptly without any delay to the project. The Contractor is required to call in all locates prior to construction.
4. **BORROW & WASTE** - If available, sources of borrow for this project are identified in the Special Conditions. Any borrow needed for this project shall be provided by the Contractor at no additional expense to the City. Unless specified otherwise by the City, waste material shall be disposed of at an appropriate disposal facility.
5. **CONSTRUCTION LAYOUT** - 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 Construction Plans.

Contractor shall keep one record copy of all specifications, prints, drawings, addenda, modifications and shop drawings at the site in order, and annotated to show all changes made during the construction process. Contractor shall provide Engineer and City one (1) digital file in AutoCAD or one (1) digital file in Microstation 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 or Microstation as a basis for the record drawings. The As-Built drawings are to be delivered by the Contractor to the City and Engineer within thirty (30) days of Final Completion. This is critical for the certification of the facilities to the City and various regulatory agencies. Final payment will not be made until As-Built drawings are received and approved by the City.

All information shall be based upon measurements and observations made in the field by the surveyor certifying the survey, or by personnel under his employment, direction, and

supervision. The cost for preparing and maintaining the as-built plans shall be incidental to the construction cost.

6. **WATER RESOURCES** - The Contractor shall not discharge without permit into the waters of lakes, rivers, canals, waterways and ditches, any fuels, oils, bitumen's, garbage, sewage, or other materials which may be harmful to fish, wildlife, or vegetation, or that may be detrimental to outdoor recreation. The Contractor shall be responsible for investigating and complying with all applicable federal, state and local laws and regulations governing pollution of waters. All work under this contract shall be performed in such a manner that objectionable conditions will not be created in waters through or adjacent to the project areas. If a violation is noted during construction, all construction shall cease until the condition is corrected, at no additional cost to the City.

The Contractor shall exercise extreme care to minimize degradation of water quality at the site. All necessary provisions shall be taken to ensure compliance with the water quality standards of the State of Florida. Attention is called to Chapter 17-3, Florida Administrative Code. Adequate silt containment procedures and equipment shall be used to control turbidity within state standards.

When required by any Governmental Agency, the Contractor shall make water quality measurements and submit to Agency and Engineer, in addition to those required herein, assuring construction operations are in compliance with the Standards of 17-3, F.A.C. All water quality measurements shall conform to the test methods specified in Chapter 40, Part 136 of the Code of Federal Regulations.

If any waste material is dumped in unauthorized areas, the Contractor shall remove the material and restore the area to the condition of the adjacent undisturbed area. If necessary, contaminated ground shall be excavated, disposed of as directed by the City and Engineer and replaced with suitable fill materials, compacted and finished with topsoil, all at the expense of the Contractor.

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

7. **FISH AND WILDLIFE RESOURCES** - The Contractor shall at all times perform all work and take such steps required to prevent any interference or disturbance to fish and wildlife. The Contractor shall not be permitted to alter water flows or otherwise significantly disturb native habitat adjacent to the project area which are critical to fish and wildlife except as may be indicated or specified.

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

8. **EROSION AND SEDIMENT CONTROL MEASURES** - Earthwork brought to final grade shall immediately be finished as indicated and specified. All earthworks shall be planned and conducted in such a manner as to minimize the duration of exposure of

unprotected soils. Protection to erosion shall be furnished by grassing exposed slopes and unprotected soils.

Such methods as may be necessary shall be utilized on areas to effectively prevent erosion and control sedimentation.

The Contractor shall employ adequate silt containment equipment and/or procedures during construction activities to control turbidity within the limits required by local, state or federal law and/or permit requirements.

The Contractor shall obtain a NPDES permit for the Project. The City will reimburse the Contractor for permit application fees they consider appropriate.

9. **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 construction practices. The Contractor's operations shall comply with all federal, state, and local regulations pertaining to water, air, solid waste and noise pollution. Compliance with the provisions of this Specification by Subcontractors shall be the responsibility of the Contractor.

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

10. **CLEARING AND GRUBBING** – if applicable-This item includes the clearing, grubbing, removal and disposal of all trees, bushes, shrubs, grass and other vegetation which is located within the limits of construction for the entire project including, but not limited to, the existing lateral ditches, proposed detention pond areas, and off-site construction areas unless otherwise specifically noted on the plans. This item shall include all costs associated with the proper removal and disposal of each item, including sanitary landfill fees. All work shall be performed in accordance with the appropriate governing jurisdictional requirements for material handling and disposal. Clearing and grubbing shall be as defined under Section 110 of the FDOT Standard Specifications. Also included in the work under this Specification is certain other miscellaneous work necessary for the complete preparation of the project site as follows:

- A. Standard Clearing and Grubbing shall be done in accordance with Sub-Sections 110-2 of the FDOT Standard Specifications. Payment shall be per the Contract Unit Price for this item.

- B. Removal of existing structures shall be performed in accordance with Sub-Sections 110-6 of the FDOT Standard Specifications. Payment shall be per the Contract Unit Price for this item.
- C. Removal of debris resulting from clearing, or clearing and grubbing, operations shall be removed from the site and disposed of in an approved manner. Payment shall be per the Contract Unit Price for this item.

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.

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.

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.

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

Contractor shall transport all waste off of City's property and dispose of it in a manner that complies with federal, state and local requirements.

- 12. **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 there from is confined, except in areas approved by the City.
- 13. **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.

14. **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/Inspector 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. The plant shall be FDOT certified.

**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.
- Item 337-7- Asphaltic Friction Course – per sq. yd.

15. **MILLING EXISTING ASPHALT PAVEMENT (1”)**

**Description.** The work specified under this section shall be in accordance with Section 327 of the FDOT Standard Specifications and all related sections.

**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, the work shall include hauling off and stockpiling or otherwise disposing of the milled material.

- 16. **SODDING** - All sodding work on this project shall be provided in accordance with Section 575 of the FDOT Standard Specification unless otherwise specified in the Plans, all sodding shall consist of Bahia and Saint Augustine grass sodding as per the Contract Plans.
- 17. **REFLECTIVE PAVEMENT MARKERS** - The installation of reflective pavement markers under this item shall be in accordance with Section 706 of the FDOT Standard Specifications and FDOT Standard Index 17300 Series.
- 18. **PAINTING TRAFFIC STRIPES AND MARKINGS** - The work specified under this item shall be in accordance with Section 710 of the FDOT Standard Specifications and FDOT Standard Index 17300 Series.
- 19. **THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS (Not In Contract)**- The work specified under this item shall be in accordance with Section 711 of the FDOT Standard Specifications and FDOT Standard Index 17300 Series. No thermoplastic material or paint containing lead or chromium compound shall be used on this project.
- 20. **ASPHALT BASE REPAIR** – This item is to be used to repair the base material as discovered by the milling operation as determined by the City. This item shall include all work necessary to provide a repair as described in the below procedure:

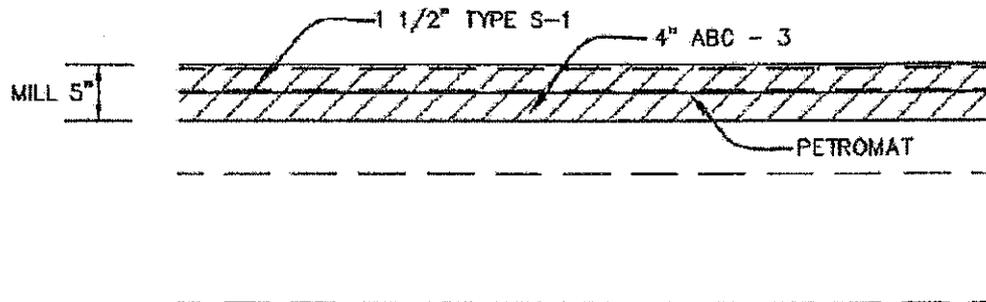
Cost to include repair of alligator cracked pavement with a full depth asphalt patch as described hereafter. The locations of this work are as follows:

Location	Approximate Dimensions (L x W, ft <sup>2</sup> )	Approximate Area (square yards [sy])
<b>Total</b>		

The cost of tack/prime coat shall be included in the repair price line item.

**Description of full depth asphalt repair method:**

N.T.S.



NOTES:

1. MILL TOTAL OF 5" OF PAVEMENT & EXIST. CEMENT STABILIZED BASE.
2. CONSTRUCT 4" ASPHALT BASE COURSE TYPE ABC-3. (2 LIFTS). COMPACTED TO MIN 96% OF LAB DENSITY.
- \* 3. INSTALL PETROMAT (OR APPROVED EQUAL) (12" MIN. OVERLAP @ JOINTS)
4. CONSTRUCT 1-1/2" TYPE S-1 ASPHALTIC CONCRETE SURFACE COURSE.

**PAVEMENT REHABILITATION DETAIL**

N.T.S.

NOTE: \*PETROMAT SHALL OVERLAP MINIMUM 12" INTO NEW TURN LANE INSTALLATION.

The repaired areas will be measured and documented. Payments will be made on actual quantities used.

21. **PROJECT SCHEDULE** - A proposed Project Schedule is to be submitted with the E-Bid and will be finalized at the pre-construction meeting. Contractor shall submit for approval, three (3) copies of a schedule of work showing in detail satisfactory to the Engineer and City, the order in which the Contractor proposes to carry on the work, the interdependence of activities, the date on which it will start the individual activities, including procurement of materials, plans and equipment, submission and receipt of shop drawings, duration, monetary value, resource allocation, earliest and latest starting and completion dates for each operation. The schedule shall be in the form of progress chart of suitable scale to indicate appropriately the percentage of work schedule for completion at any time. All activities are to be described so that the work is readily identifiable and the progress on each activity can be readily measured. The schedule shall be prepared in such a manner that all elements are contained on the schedule diagram (i.e., Early Start, Late Start, Early Finish, Late Finish and Duration). Separate detail sheets containing this information are not acceptable. If Contractor elects to use a computer generated critical path method schedule (CPM) the selected software and output format (including size,

color, order, etc.) is to be approved and accepted by the City and Engineer before CPM preparation. The schedule shall be accompanied by a working plan which is a concise written description of Contractor's construction plan. This plan shall include but not be limited to the phasing, sequence, identification of work crews and summary of the work. Contractor shall resubmit revised schedule whenever requested to comply with such comments as may be required by the Engineer and City.

Contractor shall enter on the above-mentioned chart the actual progress accompanied with a written description at monthly intervals and shall immediately deliver to the Engineer three (3) copies thereof along with each progress payment request. If Contractor fails to submit a progress schedule within the time here prescribed, the City and Engineer may withhold approval of progress payment request until such time as Contractor submits the required progress schedule.

If a majority of the activities have a float period less than ten (10) days, then the Contractor must provide complete details on the resource allocation as requested by the Engineer.

The Contractor must provide letters from his sub-contractors that indicate their acceptance of the proposed schedule.

The Contractor shall submit a concise written explanation of the schedule impacts attached to the delay claim and the next schedule update.

All material, labor and equipment required to perform the work effort for this item shall be carried out by the Contractor as incidental to the bid price of the various bid items of this contract, with no additional cost to be incurred by the City.

*(Balance of page intentionally left blank.)*

**TECHNICAL SPECIFICATIONS**

**SPECIAL CONDITIONS**

1. **BID ITEMS** - The Contractor shall bid all items for the project listed in the “Schedule of Contract Prices” based upon the material, labor, etc. necessary to complete each of the items.
2. **BID ITEM NO. 102-1: MAINTENANCE OF TRAFFIC** – The contractor is required to prepare the Maintenance of Traffic plan and to submit it indicating the method of maintaining traffic, as well as any required temporary detours, at the project’s Pre-Construction Meeting. Any required detours, including nighttime activities, are to be planned, permitted, constructed and maintained in such a manner that they will be capable of safely carrying the traffic required in all conditions of weather. All associated costs for providing maintenance of traffic for this project including, but not limited to, fees and costs and preparation of the Maintenance of Traffic Plan shall be paid for under the Bid Unit price for Item Number 102 “Maintenance of Traffic” and any other Item that includes Maintenance of Traffic.
3. **BID ITEMS NO. 104-2: NPDES COMPLIANCE** - This item shall include all controls required to provide proper NPDES compliance per the requirements of the permit, from the beginning of the project through completion. This also includes all maintenance and repair of said erosion control devices.
4. **BID ITEM NO. 327-70-1 THROUGH 339-1: ASPHALT REPLACEMENT** – This item shall include the milling of existing asphalt surface, as required on plans, and shall be in accordance with Section 327 of FDOT Standard Specifications. Prior to the laying of the resurfacing asphalt mixture, the surface shall be clean of all loose and deleterious materials by the use of power brooms, or blowers, supplemented by hand brooming where necessary. Where the surface course is to be constructed on a base surface that is considered compromised as determined by the City, a line item for base repair will be used. The repair procedure will be as outlined in Section 23 of the Technical Specifications. A tack coat, as specified in Section 300 of FDOT Standard Specifications, will be required on existing pavements that are to be overlaid with an asphalt mix and between successive layers of all asphalt mixes. The cost of the tack coat is incidental to the contract and should be included in the line item for asphalt.
5. **BID ITEM NO. 705-11-1 THROUGH 711-11-224: PAVEMENT MARKINGS** – These items shall include furnish and installation of all painted final surface pavement markings, as well as RPMs and signage. The number of applications will be indicated in the specifications, depending upon whether thermoplastic will be applied during construction or maintenance operations. These items do not include pavement markings used for Maintenance of Traffic control.
6. **PROJECT MANAGER** - The Project Manager is Denise Burton of the City of Port St. Lucie Public Works/Engineering Department and he/she may be reached at 772-344-4360.

7. **ENGINEER** - The Engineer referenced in the specifications will be the CEI engineer which will be determined prior to the pre-construction meeting.
8. **PRIVATE PROPERTY NOTICES** - The City, will notify residents/occupants, prior to construction.
9. **STORMWATER PIPE INSPECTIONS** – In accordance with FDOT requirements, stormwater drainage pipe shall be inspected recorded via a laser profiling system. All costs associated with this inspection shall be included in the unit price bid for stormwater pipe.
10. **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.
11. **OPTIONAL LINE ITEM-PETROMAT OR APPROVED EQUAL** –This item shall include all work, materials and labor, to install Petromat or approved equal for the entire project limits. The manufacturer representative shall be on site during the product installation and shall approve the surface preparation prior to installation. All manufactures recommendation for proper installation shall be adhered to. There will be a one (1) year warranty by the contractor and manufacture for this product.

*(Balance of page intentionally left blank.)*







# E-Bid #20130013

## Attachment B

### Pavement Markings (Temporary Paint) Estimated

Description (Quantity)	Color	Size	Linear Feet
Edge Lines	White	6"	10,560
Broken Lines 1:3 Ratio	White	6"	3000
Dotted Lines (turn/intersection)	White	6"	800
Solid Lane Lines	White	6"	5,350
Transition/Island Chevrons	White	18"	400
Crosswalk @ Peacock	White	12"(4@12')	2,016
@ Lake Charles	White	12"(4@10')	1,410
@ California	White	12"(4@10')	1,650
@ Country Club	White	12"(2@10')	620
@ Country Club	White	12"(4@8')	420
@ Bethany	White	12"(2@10')	700
@ Bethany	White	12"(2@8')	496
@ Kings Isles	White	12"(4@8')	834
@ Cashmere	White	12"(2@10')	750
@ Cashmere	White	12"(2@8')	520
Crosswalks (Others)		12"(25@50')	1,250
Stop Bars @ Peacock	White	24"(12@12')	288
@ Lake Charles	White	24"(8@12')	192
@ California	White	24"(16@12')	384
@ Country Club	White	24"(14@12')	336
@ Bethany	White	24"(16@12')	384
@ Kings Isles	White	24"(12@12')	288
@ Cashmere	White	24"(18@12')	432
Stop Bars (Others)		24"(25@10')	500
Yield Lines @ Country Club	White	12"x18"	16 each
Arrow, Right	White		95 each
Arrow, Left	White		90 each
Only	White		20 each
Intersection Number 3-22	White	12'	1 each
3-19	White	12'	1 each
3-21	White	12'	1 each
RPM's Bi-directional	White/Red	4" x 4"	1200
RPM's Bi-directional	Yellow		700
Center Solid Lines	Yellow	6"	10,560
Dotted Extension Lines	Yellow	6"	450
Transition/Island Chevrons	Yellow	18"	150

ST. LUCIE WEST BLVD. - MILLING & RESURFACING  
 PEACOCK BLVD. TO THE WEST BRIDGE APPROACH OF THE FLORIDA TURNPIKE

COMPANY NAME: \_\_\_\_\_

Item No.	Schedule "A" - Description	Units	Quantity	Unit Price	Amount
1	Indemnification Fee	LS	1	\$ 10.00	\$ 10.00
2	Mobilization	LS	1		\$ -
3	Maintenance of Traffic	LS	1		\$ -
4	NPDES Compliance	LS	1		\$ -
5	Milling Existing Asphalt, 1"	SY	107,733		\$ -
6	Superpave Asphalt Concrete SP-9.5 1 1/4" (including tack coat per FDOT Specs 300)	TN	8,200		\$ -
7	Asphalt Base Repair Allowance (SP-12.5)	TN	1,500		\$ -
8	Retro-Reflective Pavement Markers, amber	EA	700		\$ -
9	Retro-Reflective Pavement Markers, white/red	EA	1,200		\$ -
10	Painted Pavement Marking Std, White, Solid, 6"	LF	15,910		\$ -
11	Painted Pavement Marking , Std, White, Solid, 12"	LF	10,666		\$ -
12	Painted Pavement Marking , Std, White, Solid, 18"	LF	400		\$ -
13	Painted Pavement Marking ,Std, White, Solid, 24"	LF	2,804		\$ -
14	Painted Pavement Marking Std, White, Skip, 6"	LF	3,800		\$ -
15	Painted Pavement Marking , Std, White, Message (Intersection Id #)	EA	3		\$ -
16	Painted Pavement Marking , Std, White, Message (Only)	EA	20		\$ -
17	Painted Pavement Marking , Std, White, Arrow	EA	185		\$ -
18	Painted Pavement Marking , Std, White, Yield Line (12" x 18")	EA	16		\$ -
19	Painted Pavement Marking Std, Yellow, Solid, 6"	LF	10,560		\$ -
20	Painted Pavement Marking, Std, Yellow, Solid, 18"	LF	150		\$ -
21	Painted Pavement Marking Std, Yellow, Skip, 6"	LF	450		\$ -
	<b>TOTAL BASE BID</b>				\$ 10.00
<b>Optional Line Item</b>					
22	341-70 Petromat or approved Equal	SY	107,733		\$ -

**Addendum #1**  
**Pre-Bid Meeting**  
**E-Bid #20130013**  
**St. Lucie West Blvd. - Milling & Resurfacing Project**  
**From Peacock Blvd to the Bridge approach of the Florida Turnpike**  
**November 14, 2012 at 2:00 pm**

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

**Attendees:**

Robyn Holder, City of PSL, OMB  
Denise Burton, City of PSL Public Works Department  
Bill Yoder, Ranger Construction Ind. Inc.  
Scott Williamson, Community Asphalt  
Moe Moussau, J.W. Cheatham, LLC

1. Sign-In Sheet
2. Introduction of key personnel
3. **Reminder:** Bid opening date is December 7, 2012 at 3:00 pm.

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

**No Bid will be accepted after that date and time.**

4. Review of Specifications requirements:
  - A required 5% Bid bond is to be submitted with your bid. This is to be scanned and uploaded with the required bid documents. Immediately after the opening, the Bid Bond is to be mailed or delivered to the City. If the **original** Bid Bond or Cashier's Check is not received within five (5) days after the opening, the bid will be deemed non-responsive.
  - Last date for questions is November 28, 2012. All questions must be submitted in writing to Robyn Holder at [rholder@cityofpsl.com](mailto:rholder@cityofpsl.com).
  - Refer to Section 1.9 on Pages 8 for the e-bid submittal requirements.
  - The project time is estimated was originally at thirty (30). However, the new estimated project time is forty five (45) calendar days. The Contractor is to submit a Project Schedule reflecting the time frame.
  - The Contractor must be certified by FDOT for this type of work.

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

5. Turn over to: Denise Burton from the Traffic Division of the Engineering Department.

6. Additional questions from Prospective Bidders.

This is a milling and resurfacing job that extends just west of Peacock Blvd. on St Lucie West Blvd and goes to the western approach slab of the Florida's Turnpike. This is approximately two and a half (2.5) miles long. As you know, St Lucie West Blvd is two a lane roadway and in some sections is three (3) lanes as well as some turning lanes, driveways, etc. We are adding a section of California Blvd. which you will be getting in the addendum. We are trying to match up what is already there. The addendum will show the location and there will be an increase in quantity for milling and resurfacing of that and for stripping well. We tried to lay out some estimates on temporary stripping and we will be requiring you to put in the permanent reflective pavement markers. So it is just a temporary stripping and you will have a stripping plan but the quantity is given in the back sheet and shows a list of where all the stripping goes.

The existing road way is what we are proposing to do is mill no more than one (1") inch because there is existing petromat about an inch and three (1-3/4") quarters down so the goal is to not go anywhere near the petromat. We also have in there an allowance for base and there is in certain areas where the base is bad. We have a detail cut out in the specs and we are going to repair that with black base. We will be using asphalt for the repairs. We don't anticipate a lot of those areas but as we are milling away and you never know. We have it there as a contingency.

Q: Will you have someone out there to see the area?

A: Yes, we will have a CEI on the project and it will be the Geotech as well as City personnel. The Geotech will be the CEI to assess the milling and what areas that will need to be repaired.

Q: When you say price it out as far as during milling and paving operation you have the edge to fill as you mill so is that going to be done at night or do we have to come back at a later day?

A: I think you will have to do that. I don't want to get into your method of doing this. As far as I see it, we will have to mill at night and resurface at night. There is no other way to do this in the time frame we are doing it in. I don't know if you guys want to do this one lane at a time or whatever it is you do. We will allow you to mill the entire roadway surface at one time, identify the areas of repair, then repair base areas and overlay the entire project. Additional temporary striping will be needed for this method and should be included in the line items for that specific painted pavement marking. Please be advised that it is imperative that the temporary striping on the milled surface will be done correctly as to minimize any impact on the traveling public. Temporary daytime closure of a lane may be allowed to repair the base, but will be at the discretion of the City.

Q: If you come to a bad spot?

A: The CEI will identify the limits of the bad base and provide direction to the contractor. All unsuitable base areas will be temporarily filled to allow the lane to be reopened during the day.

Q You saying giving it a price?

A: You have a price and your price is in there.

Q: You got a mill and fill and open it up the next day and we get to a spot that is bad now you are talking about tarring this all up x by x and still have this open by the next morning?

A: This can be addressed by allowing to mill the entire roadway method; however it is up to the contractor to determine the means and method of construction. The road should be opened to traffic by the next morning.

Q: How thick is the existing asphalt now?

A: The existing asphalt that is there is one and three quarters inches (1-3/4") to the petromat and I believe it is an inch and a half (1-1/2") underneath the petromat and then you hit your base which is soil/cement that is what I think is there right now. The soils report will be provided in Addendum #2.

Q: Could we mill the road first and identify any problems.

A: It will be allowed, please see above comments.

Contractor suggests, milling the entire area first and identify the problem areas and fix those areas that need fixing and pave the entire surface area all at once.

Q: Did they take any cores where the micro resurfacing is popping off?

A: The locations are shown in the soils report.

Q: One piece westbound where you get to Peacock Blvd back when Bob was with Public Works.

A: The soils report will be provided as Addendum #2.

Q: Your quantity matches your milling quantity which means it incorporated all your turning lanes with that?

A: The petromat quantity will only include the through travel lanes. The quantity has been adjusted in the bid tab.

Q: What time can we start?

A: Start time may be adjusted due to traffic volumes. We anticipate 8PM on Mon-Wed and 9Pm on Fri and Saturday. There will be no Sunday work.

This item will not make the December Council meeting. It would not be until the next Council Meeting in January 2013 and any notice to proceed will have to be come after that time if Council approves the contract. That means whoever gets the contract won't be able to start until mid January 2013 and if we are asking for thirty (30) days it will be at least late February 2013 for completion. I believe the baseball season starts March 2013. Time is of the essence on this bid.

Denise asks the question how long will this take? It is only a 30 day contract.

Q: How much is the total length.

A: Two and half (2-1/2) miles.

Q: Who's milling yours or ours?

A: The City will keep all millings. The Contractor will transfer them to the City's Thornhill complex.

Q: The maintenance of traffic plan will be designed and sealed by a traffic engineer?

A: The MOT shall reference all appropriate FDOT standard indexes and must be signed by a Level 2 certified MOT personnel. The City form which can be found on the website will also be required.

Q: Would you accept a designed standard from the FDOT because that is signed and stamped.

A: See above.

Q: The schedule you want turned in is it a format by x number of days?

A: What were looking for is day 1, day 2, day 3 not in a bar chart, it just has to be a general format. Contract time has been extended to 45 days.

Q: Is it calendar days?

A: Yes. It does not include Sunday.

Q: Would this mean a change order in this contract?

A: No

Q: Are any of the intersection on a loop?

A: There is a loop at California intersection. The City will replace with camera.

Q: All the testing is going to be done by the City?

A: The contract will now include the geotechnical testing by the Contractor. All testing shall be in accordance with FDOT Specification Section 334 and any other appropriate section. The 2010 edition is to be used. A separate line item has been created for this work. A revised E-Bid Reply will be issued as Addendum #1A and must be used. No other Bid form shall be used.

Q: Are you holding us to a cross slope or curb to curb?

A: We are holding you to a cross slope. I don't know if the cross slope runs constant through the corridor. Denise had a different curb there you could feather it out but because there is an F curb you can't do much to make that because of the drainage. Contractor will mill and repave and match existing cross slope.

Q: Are you asking us to match the curb?

A: That is something we have to address.

With no further business, the meeting was adjourned.

## **NOTE: The bid opening date has not been changed.**

### Instructions to Bidder:

Each bidder must acknowledge receipt of any addenda on the Bid Reply Sheet in order to have his/her bid or proposal to be accepted.

ADDENDUM #1A - E-BID #20130013

ST. LUCIE WEST BLVD. - MILLING & RESURFACING

PEACOCK BLVD. TO THE WEST BRIDGE APPROACH OF THE FLORIDA TURNPIKE

COMPANY NAME: \_\_\_\_\_

Item No.	Revised Schedule "A" - Description	Units	Quantity	Unit Price	Amount
1	Indemnification Fee	LS	1	\$ 10.00	\$ 10.00
2	Mobilization	LS	1		\$ -
3	Maintenance of Traffic	LS	1		\$ -
4	NPDES Compliance	LS	1		\$ -
5	Milling Existing Asphalt, 1"	SY	108,978		\$ -
6	Superpave Asphalt Concrete SP-9.5 1 1/4" (including tack coat per FDOT Specs 300)	TN	8,294.5		\$ -
7	Asphalt Base Repair Allowance (SP-12.5)	TN	1,500		\$ -
8	Retro-Reflective Pavement Markers, amber	EA	710		\$ -
9	Retro-Reflective Pavement Markers, white/red	EA	1,225		\$ -
10	Painted Pavement Marking Std, White, Solid, 6"	LF	16,260		\$ -
11	Painted Pavement Marking , Std, White, Solid, 12"	LF	10,666		\$ -
12	Painted Pavement Marking , Std, White, Solid, 18"	LF	400		\$ -
13	Painted Pavement Marking ,Std, White, Solid, 24"	LF	2,804		\$ -
14	Painted Pavement Marking Std, White, Skip, 6"	LF	3,810		\$ -
15	Painted Pavement Marking , Std, White, Message (Intersection Id #)	EA	3		\$ -
16	Painted Pavement Marking , Std, White, Message (Only)	EA	20		\$ -
17	Painted Pavement Marking , Std, White, Arrow	EA	191		\$ -
18	Painted Pavement Marking , Std, White, Yield Line (12" x 18")	EA	16		\$ -
19	Painted Pavement Marking Std, Yellow, Solid, 6"	LF	10,660		\$ -
20	Painted Pavement Marking, Std, Yellow, Solid, 18"	LF	150		\$ -
21	Painted Pavement Marking Std, Yellow, Skip, 6"	LF	450		\$ -
22	Geotechnical Density Testing	LS	1		\$ -
	<b>TOTAL BASE BID</b>				\$ 10.00
<b>Optional Line Item</b>					
341-70	Petromat or approved Equal	SY	57,600		\$ -

**DUNKELBERGER**  
engineering & testing, Inc.  
www.dunkelberger-engineering.com

- Fort Lauderdale
- Port Saint Lucie
- Sarasota
- West Palm Beach

City of Port St. Lucie Engineering Department  
121 SW Port St. Lucie Boulevard  
Building B  
Port St. Lucie, Florida 34984

November 5, 2012  
Project No. PSL-12-3496-(10.3)

Attention: Ms. Denise Burton, P.E. *via e-mail (DBurton@cityofpsl.com)*  
Transportation Engineer

Subject: *Pavement Coring Services*  
St. Lucie West Boulevard from Cashmere Boulevard to Peacock Boulevard.  
Port St. Lucie, Florida

Dear Ms. Burton:

#### INTRODUCTION

Dunkelberger Engineering & Testing, Inc. (Dunkelberger) has completed *Pavement Coring Services* in connection with the planned pavement rehabilitation work for the subject project. This letter summarizes the work that was performed and our findings.

#### PROJECT BACKGROUND

The subject section of St. Lucie West Boulevard is an approximately 2-mile long flexible (asphaltic concrete) paved roadway. We understand that the subject roadway was rehabilitated in early 2000 by milling and resurfacing; during this rehabilitation, Petromat was also placed in an effort to delay reflective cracking in the overlay. We also understand the subject roadway was overlaid with microsurfacing about 3 years ago. The microsurfacing is showing extensive distress mainly in the form of spalling (debonding). Given the present condition of the roadway, we understand that the City is planning to rehabilitate the subject roadway before it deteriorates further.

The objective of our services was to measure the thicknesses of the pavement materials (asphalt concrete and soil-cement base) and the depth of the existing Petromat layer. This information is needed to assist in the City's development of a milling/resurfacing rehabilitation method.

#### EXPLORATORY WORK AND RESULTS

Corresponding to your request, Dunkelberger performed pavement coring on October 31, 2012, using an electric-powered core drill with a 4-inch diameter core bit. A total of four (4) cores were cut at select locations with two (2) cores for the eastbound and two (2) for the westbound travelways. A *Pavement Core Location Plan* is provided as Sheet 1 as an attachment to this letter report. The

thickness of the encountered pavement section components was measured and recorded. The thickness measurements and the descriptions of the base are summarized in Table 1 below.

Reference to this information shows:

- (1) The thickness of the asphalt pavement cores ranged from 2 3/8 inch to 3 3/8 inches with an average thickness of 3 1/8 inches.
- (2) Visual evaluation of the cores indicates that the asphalt pavement at the core locations was constructed in multiple lifts with an average thickness of 1 3/4 inches for the top lift above the existing Petromat. No Petromat was noticeable in Core No. C-2 as shown. Photographs of the cores are shown in the photograph below.
- (3) The base course at the core locations has an average thickness of 7 1/8 inches, and was constructed with soil cement.

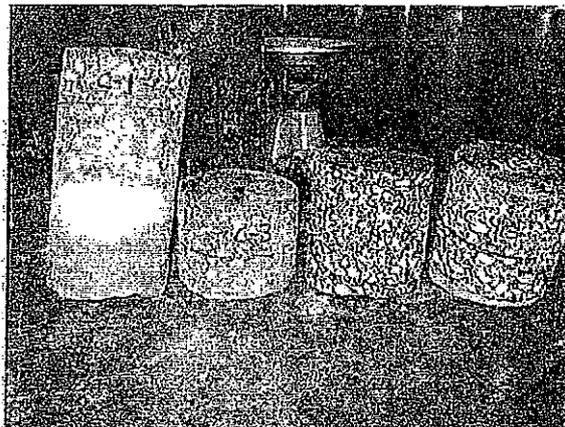
Table 1: Results of Pavement Cores

Core No.	Location	Asphalt Thickness (in)	Petromat Thickness (in)	Base Course	
				Thickness (in)	Description
C-1	West Bound	3 3/8	1 1/2	7 1/8	Soil Cement
C-2	East Bound	3 3/8	N/A**	6 3/8	Soil Cement
C-3	West Bound	2 3/8	1 3/8	7 1/8	Soil Cement
C-4	East Bound	3 3/8	1 3/8	7 3/8	Soil Cement
Average		3 1/8	1 3/8	7 1/8	

\*This thickness includes microsurfacing which ranges from paper-thin to 1/2 inch.

\*\* Petromat was absent in Core No. C-2.

Photograph: Pavement Cores Nos. C-1 through C-4



St Lucie West Boulevard  
PSL-12-3496 (10.3)

Page 3

CONCLUSIONS

In our opinion, the findings of this work appear to support the proposed milling/resurfacing method which we understand is to include 1 inch of milling followed by construction of 1 1/4-inch Type SP asphaltic concrete overlay. The core results indicate that a milling depth of 1 inch below the top of microsurfacing layer will leave about 1/2-inch of existing asphalt pavement above the Petromat. Where encountered, the Petromat was found to be well-bound within the asphalt layers. The 1 1/4-inch asphalt concrete overlay will provide some additional structural capacity to the pavement section as compared to the existing section.

LIMITATIONS OF STUDY

Dunkelberger has completed the described work for The City of Port St. Lucie in support of their design and construction of the St. Lucie West roadway improvements. It should be recognized that the work effort was of limited scope and was intended solely to provide a general characterization of the existing pavement section thicknesses. Typically a more detailed pavement condition survey is conducted in connection with design of a rehabilitation program for a roadway of this nature.

Dunkelberger warrants that the findings and opinions presented in this report are based upon recognized practice in the disciplines of geotechnical engineering and construction materials testing. No other warranties are expressed or implied.

o o o

We trust that the information provided herein is clear and understandable, and sufficient for your needs. However, should you have any questions concerning this information, or need anything further, please feel free to call us.

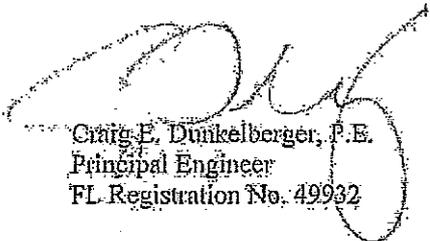
Sincerely,

DUNKELBERGER ENGINEERING & TESTING, INC.

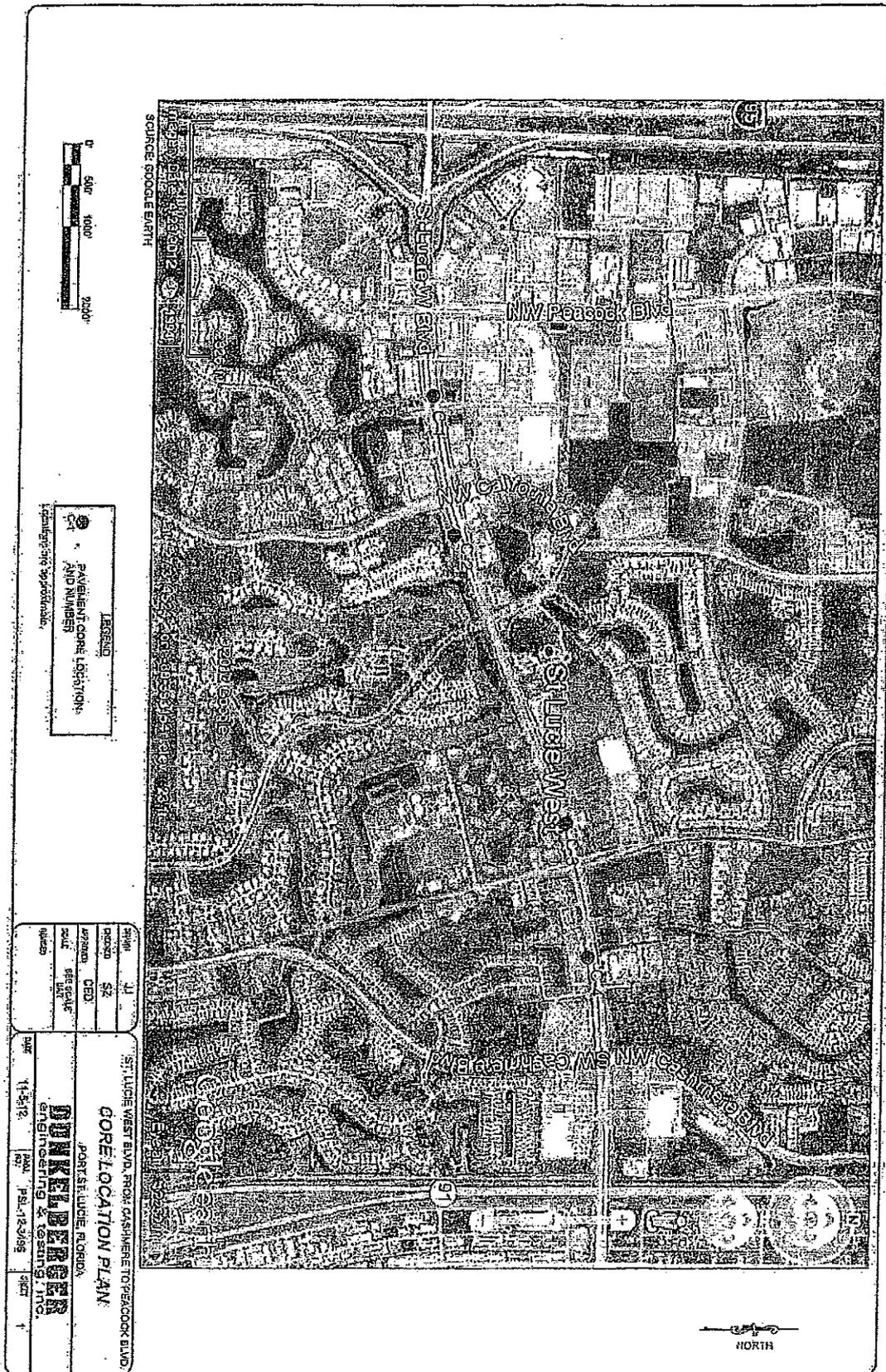
  
Xiaoyan Zheng, PhD, P.E.  
Project Engineer  
FL Registration No. 68330

SZCFD

Attachment: Sheet 1 - Pavement Core Location Plan

  
Craig E. Dunkelberger, P.E.  
Principal Engineer  
FL Registration No. 49932

**DUNKELBERGER**



**Addendum #3**  
**E-Bid #20130013**  
**St. Lucie West Blvd. - Milling & Resurfacing Project**  
From Peacock Blvd to the Bridge approach of the Florida Turnpike  
**November 16, 2012 at 2:00 pm**

Changes to the Bid Specifications:

A required 5% Bid bond is to be submitted with your bid. This is to be scanned and uploaded with the required bid documents. Immediately after the opening, the Bid Bond is to be mailed or delivered to the City *as soon as possible*. ~~If the original Bid Bond or Cashier's Check is not received within five (5) days after the opening, the bid will be deemed non-responsive.~~

**NOTE: The bid opening date has not been changed. However, the time has been changed to 9:00 AM on December 7, 2012.**

Instructions to Bidder:

Each bidder must acknowledge receipt of any addenda on the Bid Reply Sheet in order to have his/her bid or proposal to be accepted.







# Addendum #4 - November 19, 2012

## E-Bid #20130018 Pavement Markings (Temporary Paint) Estimated

Description (Quantity)	Color	Size	Linear Feet
Edge Lines	White	6"	10,560
Broken Lines 1:3 Ratio	White	6"	3,010
Dotted Lines (turn/intersection)	White	6"	800
Solid Lane Lines	White	6"	5,700
Transition/Island Chevrons	White	18"	400
Crosswalk @ Peacock	White	12"(4@12')	2,016
@ Lake Charles	White	12"(4@10')	1,410
@ California	White	12"(4@10')	1,650
@ Country Club	White	12"(2@10')	620
@ Country Club	White	12"(4@8')	420
@ Bethany	White	12"(2@10')	700
@ Bethany	White	12"(2@8')	496
@ Kings Isles	White	12"(4@8')	834
@ Cashmere	White	12"(2@10')	750
@ Cashmere	White	12"(2@8')	520
Crosswalks (Others)		12"(25@50')	1,250
Stop Bars @ Peacock	White	24"(12@12')	288
@ Lake Charles	White	24"(8@12')	192
@ California	White	24"(16@12')	384
@ Country Club	White	24"(14@12')	336
@ Bethany	White	24"(16@12')	384
@ Kings Isles	White	24"(12@12')	288
@ Cashmere	White	24"(18@12')	432
Stop Bars (Others)		24"(25@10')	500
Yield Lines @ Country Club	White	12"x18"	16 each
Arrow, Right	White		98 each
Arrow, Left	White		93 each
Only	White		20 each
Intersection Number 3-22	White	12'	1 each
3-19	White	12'	1 each
3-21	White	12'	1 each
RPM's Bi-directional	White/Red	4" x 4"	1,225
RPM's Bi-directional	Yellow		710
Center Solid Lines	Yellow	6"	10,660
Dotted Extension Lines	Yellow	6"	450
Transition/Island Chevrons	Yellow	18"	150

**Addendum #5**  
**E-Bid #20130013**  
**St. Lucie West Blvd. - Milling & Resurfacing Project**  
From Peacock Blvd to the Bridge approach of the Florida Turnpike  
**November 28, 2012**

Delete the following specifications from Attachment A - Technical Specifications:

1.) Delete from pages 6 and 7 -

- ~~Provisions of this Article supersede the requirements of Division II, Section 105 of the Florida Department of Transportation Standard Specifications which are modified as follows. The following subsections of Division II, Section 105 of the Standard Specifications shall not apply to work under this Contract:~~
- ~~A. 105-3.2 Personnel~~
- ~~B. 105-3.7.4 Describing Documentation Procedure~~
- ~~C. 105-3.10 Testing Laboratories~~
- ~~D. 105-5.2 QC Manager~~
- ~~E. 105-5.5 Earthwork QC Technicians~~
- ~~F. 105-5.6 Asphalt QC Technicians~~
- ~~G. 105-5.7 Concrete QC Technicians~~
- ~~H. 105-5.8.4 Concrete Post-Tensioned Segmental Box Girder Construction~~
- ~~I. 105-5.8.6.1 Concrete Other than Post-Tensioned Segmental Box Girder Construction~~
- ~~J. 105-5.10 Signal Installation Inspector~~

2.) Delete from page 9 -

~~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, City 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.~~

~~The testing laboratory shall mail a copy of all test reports directly to the Engineer for submittal to the City. Test Reports shall include the following:~~

- ~~\_\_\_\_\_ A. \_\_\_\_\_ Project Name and Contract Number 20120013~~
- ~~\_\_\_\_\_ B. \_\_\_\_\_ Engineer' Name~~
- ~~\_\_\_\_\_ C. \_\_\_\_\_ City's Name~~
- ~~\_\_\_\_\_ D. \_\_\_\_\_ Contractor's Name~~
- ~~\_\_\_\_\_ E. \_\_\_\_\_ Date of Sampling~~
- ~~\_\_\_\_\_ F. \_\_\_\_\_ Technician Sampling~~
- ~~\_\_\_\_\_ G. \_\_\_\_\_ Date of Testing~~
- ~~\_\_\_\_\_ H. \_\_\_\_\_ Technician Testing~~
- ~~\_\_\_\_\_ I. \_\_\_\_\_ Test Results~~
- ~~\_\_\_\_\_ J. \_\_\_\_\_ Specification Requirements~~
- ~~\_\_\_\_\_ K. \_\_\_\_\_ Whether or Not Test Meets Specification Requirements~~
- ~~\_\_\_\_\_ L. \_\_\_\_\_ Signature of Supervising Professional Engineer~~

**NOTE: The bid opening date has not been changed.**

Instructions to Bidder:

Each bidder must acknowledge receipt of any addenda on the Bid Reply Sheet in order to have his/her bid or proposal to be accepted.

# AGENDA

## Pre-Bid Meeting

### E-Bid #20130013

#### St. Lucie West Blvd. - Milling & Resurfacing Project

November 14, 2012 at 2:00 pm

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

1. Sign-In Sheet
2. Introduction of key personnel
3. **Reminder:** Bid opening date is December 7, 2012 at 3:00 pm.

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

**No Bid will be accepted after that date and time.**

4. Review of Specifications requirements:
  - A required 5% Bid bond is to be submitted with your bid. This is to be scanned and uploaded with the required bid documents. Immediately after the opening, the Bid Bond is to be mailed or delivered to the City. If the **original** Bid Bond or Cashier's Check is not received within five (5) days after the opening, the bid will be deemed non-responsive.
  - Last date for questions is November 28, 2012. All questions must be submitted in writing to Robyn Holder at [rholder@cityofpsl.com](mailto:rholder@cityofpsl.com).
  - Refer to Section 1.9 on Pages 8 for the e-bid submittal requirements.
  - The project time is estimated to be thirty (30) calendar days. However, we are asking the Contractor to submit a Project Schedule reflecting the time frame they propose.
  - The Contractor must be certified by FDOT for this type of work.

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

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

5. Turn over to: Denise Burton from the Traffic Division of the Engineering Department.
6. Additional questions from Prospective Bidders.
7. Adjourn

Pre-Bid Meeting  
 E-BID #20130013  
 St. Lucie West Blvd. - Milling & Resurfacing Project  
 November 14, 2012 @ 2:00 pm

1.	Name (Please PRINT legibly)	Company Name	E-Mail Address	Telephone # & FAX #
	Robyn Holder	City of PSL - CMB	Rholder@cityofpsl.com	T 772-871-5223 F 772-871-7337
2.	Bill Yoder	Ranger Construction Ind Inc	bill.yoder@rangerconstruction.com	T 772-464-6460 F 772-466-9559
3.	Denise Burton	CITY OF PSL - TOPS	dburton@cityofpsl.com	T 772-344-4364 F
4.	Scott Williamson	Community Asphalt	swilliamson@CACOC.P.NET	T 772-201-4717 F
5.	Moe Moussavi	J.W. Cheatham, LLC	Jwcmoe@jwcheatham.com	T (561) 471-4100 F (561) 471-8342
6.				T F
7.				T F
8.				T

## REQUEST FOR SEALED E-BID

Request for Sealed Electronic Bid #20130013 for St. Lucie West Blvd. Milling and Resurfacing Project from Peacock Blvd. to the west bridge approach of the Florida Turnpike will be received by the City of Port St. Lucie, in the Office of Management & Budget, 3rd Floor, Suite 390, Bldg "A" of the Municipal Complex, at 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984-5099, until 3:00:00 p.m. on December 7, 2012. There will be a one-time only Pre Bid Conference on November 14, 2012 at 2:00 P.M. in Room 390 of the City Hall Complex, Bldg A, 3rd Floor, 121 SW Port St. Lucie Blvd., Port St. Lucie, Fl. 34984. Specifications may be obtained from DemandStar by Onvia, telephone (800) 711-1712, or from the Office of Management and Budget. A Bid package received from any other source is at the vendor's risk.

Billing for this advertisement must be sent to:

City of Port St. Lucie  
Office of Management & Budget  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984-5099

This advertisement is to run on:

**Wednesday, November 7, 2012**

\*\*\*\*\*

This section for Office of Management & Budget use only.

Advertisement placed by: Robyn Holder, CPPB

Telephone Number: 772-344-4293 Fax Number: 772-871-7337

(place an 'x' in the box below for the appropriate newspaper)

Tribune	Date:	1st Ad	2nd Ad
Post	Date:	1st Ad	2nd Ad

Fax to 600-1450 or

E-mail to: [stlucielegals@scripps.com](mailto:stlucielegals@scripps.com)

Foreign Account Number : 11515278

Ad # : 2455639

Ad Net Cost : \$46.69

Name (Primary) : CITY OF PORT ST. LUCIE

Company (Primary) : CITY OF PORT ST. LUCIE

Street 1 (Primary) : 121 SW PORT ST. LUCIE BLVD

City (Primary) : PORT ST LUCIE

State (Primary) : FL

ZIP (Primary) : 34984

Phone (Primary) : (772) 344-4390

Class Code : 9402SC - Notice

Start Date : 11/7/2012

Stop Date : 11/7/2012

Prepayment Amount : \$0.00

Ad Sales Rep. : 150 - Gertruida Zacharopoulos

Width : 1

Depth : 61

-----  
REQUEST FOR  
SEALED E-BID

Request for Sealed Electronic Bid #20130013 for St. Lucie West Blvd. Milling and Resurfacing Project from Peacock Blvd. to the west bridge approach of the Florida Turnpike will be received by the City of Port St. Lucie, in the Office of Management & Budget, 3rd Floor, Suite 390, Bldg "A" of the Municipal Complex, at 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984 5099, until 3:00:00 p.m. on December 7, 2012. There will be a one-time only Pre Bid Conference on November 14, 2012 at 2:00 P.M. in Room 390 of the City Hall Complex, Bldg A, 3rd Floor, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984. Specifications may be obtained from DemandStar by Onvia, telephone (800) 711-1712, or from the Office of Management and Budget. A Bid package received from any other source is at the vendor's risk.

Publish: November 7,  
2012  
TCN2455639

## E-BID DOCUMENTS

- E-BID TABULATION REPORT
- SIGN IN SHEET FROM THE E-BID OPENING

### SUBMITTED PROPOSALS:

1. RECOMMENDED AWARD TO: RANGER CONSTRUCTION

### NOT AWARDED:

2. LAWRENCE-LYNCH CONSTRUCTION
3. DICKERSON FLORIDA, INC.
4. JW CHEATHAM, LLC
5. COMMUNITY ASPHALT

E-Bid Opening  
E-BID #20130013

St. Lucie West Blvd. - Milling & Resurfacing Project  
December 7, 2012 @ 9:00 am

1.	Name (Please PRINT legibly)	Company Name	E-Mail Address	Telephone # & FAX #
	Robyn Holder	City of psc - om B	Rholder@cityofpsc.com	T 772 871-5223 F 772-871-7337
2.	BRUCE FREEMAN	DICKERSON	BFREEMAN@DRAFL.COM	T 772-429-4444 F
3.	Bill Yoder	Ranger const. Ind Inc.	bill.yoder@rangerconstruction.com	T 772-464-6460 F 772-466-9559
4.	Deuse Burton	CITY OF PSC - TOPS	dburton@cityofpsc.com	T 772-201-0385 F
5.	JAMES ANGSTADT	CITY OF PSC - PW	jangstadt@cityofpsl.com	T 772-344-4239 F
6.				T F
7.				T F
8.				T

ADDENDUM #1A - E-BID #20130013

ST. LUCIE WEST BLVD. - MILLING & RESURFACING  
PEACOCK BLVD. TO THE WEST BRIDGE APPROACH OF THE FLORIDA TURNPIKE

COMPANY NAME: Ranger Construction Ind. Inc.

Item No.	Revised Schedule "A" - Description	Units	Quantity	Unit Price	Amount
1	Indemnification Fee	LS	1	\$ 10.00	\$ 10.00
2	Mobilization	LS	1	\$ 4,250.00	\$ 4,250.00
3	Maintenance of Traffic	LS	1	\$ 77,600.00	\$ 77,600.00
4	NPDES Compliance	LS	1	\$ 272.00	\$ 272.00
5	Milling Existing Asphalt, 1"	SY	108,978	\$ 0.95	\$ 103,529.10
6	Superpave Asphalt Concrete SP-9.5 1 1/4" (including tack coat per FDOT Specs 300)	TN	8,294.5	\$ 81.65	\$ 677,245.93
7	Asphalt Base Repair Allowance (SP-12.5)	TN	1,500	\$ 104.00	\$ 156,000.00
8	Retro-Reflective Pavement Markers, amber	EA	710	\$ 2.90	\$ 2,059.00
9	Retro-Reflective Pavement Markers, white/red	EA	1,225	\$ 2.90	\$ 3,552.50
10	Painted Pavement Marking Std, White, Solid, 6"	LF	16,260	\$ 0.15	\$ 2,439.00
11	Painted Pavement Marking , Std, White, Solid, 12"	LF	10,666	\$ 0.50	\$ 5,333.00
12	Painted Pavement Marking , Std, White, Solid, 18"	LF	400	\$ 0.75	\$ 300.00
13	Painted Pavement Marking ,Std, White, Solid, 24"	LF	2,804	\$ 1.15	\$ 3,224.60
14	Painted Pavement Marking Std, White, Skip, 6"	LF	3,810	\$ 0.20	\$ 762.00
15	Painted Pavement Marking , Std, White, Message (Intersection Id #)	EA	3	\$ 76.30	\$ 228.90
16	Painted Pavement Marking , Std, White, Message (Only)	EA	20	\$ 38.15	\$ 763.00
17	Painted Pavement Marking , Std, White, Arrow	EA	191	\$ 15.25	\$ 2,912.75
18	Painted Pavement Marking , Std, White, Yield Line (12" x 18")	EA	16	\$ 2.20	\$ 35.20
19	Painted Pavement Marking Std, Yellow, Solid, 6"	LF	10,660	\$ 0.15	\$ 1,599.00
20	Painted Pavement Marking, Std, Yellow, Solid, 18"	LF	150	\$ 0.75	\$ 112.50
21	Painted Pavement Marking Std, Yellow, Skip, 6"	LF	450	\$ 0.20	\$ 90.00
22	Geotechnical Density Testing	LS	1	\$ 12,300.00	\$ 12,300.00
	<b>TOTAL BASE BID</b>				\$ 1,054,618.48
22	Optional Line Item				
341-70	Petromat or approved Equal	SY	57,600	\$ 1.05	\$ 60,480.00



**ST. LUCIE WEST BLVD.-MILLING AND RESURFACING**  
**Peacock Blvd. to the West Bridge Approach of the Florida Turnpike**  
**Bid # 20130013**

**Schedule**

- Prior to day one: Install advanced warning sign (MOT)
- Day 1 start milling existing asphalt, temporary striping (14 calendar days)
- Day 2 (?) start asphalt base repairs if needed (8 calendar days)
- Day 5 start resurfacing operation and permanent striping (25 calendar days)



## Florida Department of Transportation

RICK SCOTT  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.  
SECRETARY

May 14, 2012

RANGER CONSTRUCTION INDUSTRIES, INC.  
101 SANBURY'S WAY  
WEST PALM BEACH FL 33411

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the amount and the type of work indicated below. Unless your company is notified otherwise, this rating will expire 6/30/2013. However, the new application is due 4/30/2013.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements and, if applicable, the audited interim financial statements. Section 337.14 (4) F.S. provides that your certificate will be valid for 18 months after your financial statement date. This gives a two month period to allow you to bid on jobs as we process your new application for qualification. To remain qualified with the Department, a new application must be submitted subsequent to any significant change in the financial position or the structure of your firm as described in Section 14-22.005(3), Florida Administrative Code.

Your company's maximum capacity rating has been established. To access it, please log into the Contractor Prequalification Application System via the following link:

<https://www3.dot.state.fl.us/ContractorPreQualification/>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

**FDOT APPROVED WORK CLASSES:**

DEBRIS REMOVAL (EMERGENCY); DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, ROADWAY SIGNING

**FDOT APPROVED SPECIALITY CLASSES OF WORK:**

UNDERGROUND UTILITY AND RIP RAP.

E-Bid Reply Sheet #20130013

ST. LUCIE WEST BLVD. - MILLING AND RESURFACING  
Peacock Blvd. to the west bridge approach of the Florida Turnpike

1. **COMPANY NAME:** Ranger Construction Industries, Inc  
 DIVISION OF: N/A  
 PHYSICAL ADDRESS: 4510 Glades Cut-off Rd. Ft. Pierce, FL 34981  
 MAILING ADDRESS: 1200 Elbow Way  
 CITY, STATE, ZIP CODE: Winter Garden, FL 34787  
 TELEPHONE NUMBER: (407) 656-9255 FAX NO. (407) 656-3188  
 CONTACT PERSON: Bill Yoder E-MAIL: bill.yoder@rangerconstruction.com

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

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

Michael Slade

President

Robert Schafer

Vice President

Douglas Browning

Treasurer

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

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

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

2	11/14/12
2	11/16/12
3	11/16/12

4  
5  
11/19/12  
11/28/12

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

**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: NA %

5.3 Bid Reply Sheet Base Bid Total from Schedule "A": \$ 1,054,618.48

5.4 Bidders are to list the number of calendar days required to complete the work if they cannot meet the estimated thirty (30) day schedule. A Project Schedule is to be submitted with the E-Bid to outline the daily sequence of work to be performed.  
45 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. E-Bid will be award based on line item numbers 1- 21 that represent the best value to the City.

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

**SCHEDULE A**

Item No.	Description	Units	Quantity
	Indemnification Fee	LS	1
101-1	Mobilization	LS	1
102-1	Maintenance of Traffic	LS	1
104-2	NPDES Compliance	LS	1
327-70-1	Milling Existing Asphalt, 1"	SY	107,733
334-1	Superpave Asphalt Concrete SP-9.5 1 1/4" (including tack coat per FDOT Specs 300)	TN	8,200
339-1	Asphalt Repair	TN	1,500
706-3	Retro-Reflective Pavement Markers, amber	EA	700
706-3	Retro-Reflective Pavement Markers, white/red	EA	1,200
710-11-111	Painted Pavement Marking Std, White, Solid, 6"	LF	15,910
710-11-123	Painted Pavement Marking , Std, White, Solid, 12"	LF	10,666
710-11-123	Painted Pavement Marking , Std, White, Solid, 18"	LF	400
710-11-125	Painted Pavement Marking ,Std, White, Solid, 24"	LF	2,804
710-11-131	Painted Pavement Marking Std, White, Skip, 6"	LF	3,800
0710-11-160	Painted Pavement Marking , Std, White, Message (Intersection Id #)	EA	3
710-11-160	Painted Pavement Marking , Std, White, Message (Only)	EA	20
710-11-170	Painted Pavement Marking , Std, White, Arrow	EA	185

St. Lucie West Blvd. Milling & Resurfacing

710-11-180	Painted Pavement Marking , Std, White, Yield Line (12" x 18")	EA	16
710-11-211	Painted Pavement Marking Std, Yellow, Solid, 6"	LF	10,560
710-11-224	Painted Pavement Marking, Std, Yellow, Solid, 18"	LF	150
710-11-231	Painted Pavement Marking Std, Yellow, Skip, 6"	LF	450
341-70	Petromat or approved Equal	SY	107,733

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.

**The City reserves the right to split this award, if in the City's opinion such a split is beneficial to the City.**

**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) Scott Fowler 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 11-14-12  
Date

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

\_\_\_\_\_  
Signature Chief Estimator, Asst Secretary  
Title

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

(seal)

CONTRACTOR'S QUESTIONNAIRE

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

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

Dated at Winter Garden, this 14<sup>th</sup> day of Nov, 2012  
(Location)

Name of Organization/Contractor: Ranger Construction Industries, Inc

By: Scott Fowler  
Name and Title

Seal:

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

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

Name: Ranger Construction Industries, Inc  
Address: 101 Sansbury Way  
West Palm Beach, FL 33411

Telephone Number: 561-793-9400

Fax Number: 561-790-4332

3. Contact person: Bill Yoder

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

5. How many years has your organization been in business? 31 yrs

6. Area of expertise: Asphalt - Paving

7. List four (4) milling and resurfacing projects similar to this Bid 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: SR 33 Lake County 75332

Description: Milling, Paving, Striping, Concrete  
HOT, Drainage

St. Lucie West Blvd. Milling & Resurfacing

Location: From a Point E of Wright St to Bliss Lake Rd & from Sumner County Line cr 33  
Prime Contractor or Subcontractor: Prime Contractor - Ranger Construction Industries, Inc  
Client Name and Phone Number: FDOT 850-414-4000  
Value of Total Contract: 2,687,667.42  
Firm's Percentage of Total Contract: 72%  
Number of Change Orders: 5  
Value of Change Orders: 33,884  
Was Project Completed on Schedule: yes  
Was Project Completed within Budget? yes

Project Number 2

Project Name: SR 15 US 27 75333 Volusia County  
Description: Concrete, MOT, Mow, Sed Erosion Control, Guardrails, Signs, Signalization, Striping, Milling + Paving  
Location: Enterprise Rd to SR 472 Volusia County  
Prime Contractor or Subcontractor: Prime Contractor - Ranger Construction Industries, Inc  
Client Name and Phone Number: FDOT 850-414-4000  
Value of Total Contract: 1,920,086  
Firm's Percentage of Total Contract: 74%  
Number of Change Orders: 5  
Value of Change Orders: Contingency dollars  
Was Project Completed on Schedule: yes  
Was Project Completed within Budget? yes

Project Number 3

Project Name: Debarry Resurfacing  
Description: Milling, Paving, Striping  
Location: Seminole County - various streets  
Prime Contractor or Subcontractor: Prime Contractor - Ranger Construction Industries, Inc  
Client Name and Phone Number: City of Debarry 321-436-1070  
Value of Total Contract: 366,008  
Firm's Percentage of Total Contract: 89%

St. Lucie West Blvd. Milling & Resurfacing

Number of Change Orders: 0

Value of Change Orders: 0

Was Project Completed on Schedule: yes

Was Project Completed within Budget? yes

Project Number 4

Project Name: Ocoee Paving

Description: Milling, Paving, Striping

Location: Orange County - Various Streets

Prime Contractor or Subcontractor: Prime Contractor - Ranger Construction Industries, Inc

Client Name and Phone Number: City of Ocoee 407-905-3100

Value of Total Contract: 296,746

Firm's Percentage of Total Contract: 81%

Number of Change Orders: 0

Value of Change Orders: 0

Was Project Completed on Schedule: yes

Was Project Completed within Budget? yes

8. Number of full time personnel:

	Current	Maximum	Minimum
a. Partners	0		
b. Managers	0	2	0
c. Supervisors Senior Staff	24	62	24
d. Other Professional Staff	8	18	8
g. Total number of full time personnel	84	214	84

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.

milling Mid Atlantic Milling, Inc / 321-779-4396 / Sal D'amato

Striping Ogden's Traffic Markings, Inc. / 561-746-8601 / Jim Ogden

MOI RoadSafe Traffic Systems / 305-623-3883 / Don O'Ercole

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:

NO

(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. *please see attached Document*

12. Submit a Project Schedule to outline the daily sequence of work to be performed. Insert here or attach to the Proposer's Questionnaire. *Please see attached*

13. How will the Contractor be able to meet the project timeline and budget given the current work load, work force and equipment?

Yes

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

Yes ( )                      No (X)

If yes, please explain:

\_\_\_\_\_

\_\_\_\_\_

15. 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:

NONE

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

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

NONE

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

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

NONE

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

St. Lucie West Blvd. Milling & Resurfacing

18. 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 (X)

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

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

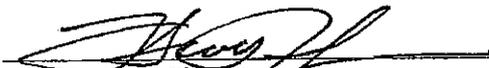
Yes (X) No ( )

If "Yes" was checked, state the bonding capacity of the firm. \$ 750,000,000

20. Is the firm claiming Local Preference under City Ordinance 35.12? ( ) Yes (X) No

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

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

  
Signature

*Chief Estimator, ASST Secretary*  
Title

*(Balance of page intentionally left blank)*



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD  
1940 NORTH MONROE STREET  
TALLAHASSEE FL 32399-0783

(850) 487-1395

CORREA, MIGUEL GUILLERMO  
RANGER CONSTRUCTION INDUSTRIES INC  
P O BOX 15065  
WEST PALM BCH FL 33416

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

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

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

STATE OF FLORIDA AC# 6278372  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CGC019416 08/17/12 120075465

CERTIFIED GENERAL CONTRACTOR  
CORREA, MIGUEL GUILLERMO  
RANGER CONSTRUCTION INDUSTRIES I

IS CERTIFIED under the provisions of Ch. 489, FS.  
Expiration date: AUG 31, 2014 L12081701540

DETACH HERE

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

AC# 6278372

STATE OF FLORIDA

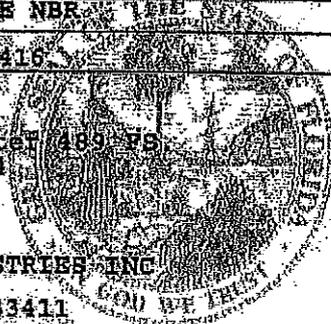
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12081701540

DATE	BATCH NUMBER	LICENSE NBR	TYPE
08/17/2012	120075465	CGC019416	CG

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

CORREA, MIGUEL GUILLERMO  
RANGER CONSTRUCTION INDUSTRIES INC  
101 SANBURY'S WAY  
WEST PALM BCH FL 33411



RICK SCOTT  
GOVERNOR

KEN LAWSON  
SECRETARY

DISPLAY AS REQUIRED BY LAW





BID # 20130013 - St. Lucie West Blvd. – Milling and Resurfacing – question #21

As Requested here are a couple of our projects that are a unique accomplishment in our company's history:

### **SR-414 – John Land Apopka Expressway**

Orange County, Florida

Project Number: 414-210

RCI Superintendent: Pete Scholer

Project Manager: Scott Fowler

Owner: Orlando-Orange County Expressway Authority  
Mr. Ben Dreiling, P.E.  
407-468-7581  
[dreilingb@ocea.com](mailto:dreilingb@ocea.com)

### **Project Description**

The SR-414 is a limited access toll roadway that connects I-4 to SR-429 in northwestern Orange County. This particular project constructed a 2.9 mile elevated six lane section from west of CR-535 east of Hiwassee Road. Key components of the project included eight bridges (8), 2.9 million CY of excavation, 3.3 million CY of embankment, over 25,000 LF of storm drainage, 427,000 SF of reinforced earth wall panels, over 50,000 tons of asphalt and an extensive fiber optic network.

The Hiwassee Road Bridge was the show piece structure of this project. This 429' span was vertically post-tension at the abutment on both ends and won the FTBA/FDOT Best In Construction Award – Major Bridge category for 2010. This remains the only bridge of this type ever constructed in Florida.



BID # 20130013 - St. Lucie West Blvd. – Milling and Resurfacing – question #21

### I-4 Saxon

Volusia County, Florida

Project Number: 242716-1-52-01 & 242655-1-52-01 (T-5072)

RCI Superintendent: Pete Scholer  
Project Manager: Ponch Frank

Owner: Florida Department of transportation  
Ms. Amy Scales, P.E.  
407-948-0907  
[Amy.Scales@dot.state.fl.us](mailto:Amy.Scales@dot.state.fl.us)

### Project Description

The I-4 Saxon project widened existing I-4 from four (4) lanes to six (6) lanes in western Volusia County between Saxon Blvd and SR-472. This project included the use of self-propelled-modular-transporters to remove and replace the Graves Avenue Bridge. This was the first use of SPMT's to remove and erect a bridge over an interstate highway in the United States and eliminated the need for multiple lane closures that would have been needed with standard construction practices.

Other key components of the project included 607,600 CY of excavation, 110,000 CY of embankment, 13,000 LF of storm drainage pipe, over 55,000 tons of asphalt and an extensive lighting and fiber optic network.

20. When we widened I-4 from four to six lanes the old Graves Avenue Bridge had to go. We and the Florida DOT had seen an innovative bridge building technique in use overseas and decided to implement it in the United States. We used self-propelled modular transporters or s-p-m-ts to lift the old bridges out of the way and then replace them with pre-constructed bridge spans in a short amount of time. The Graves Avenue project was the first time s-p-m-ts have been used in the construction of a bridge over an interstate highway in the United States and since then has been implemented in throughout the country. We encourage you to check out the YouTube video at <http://www.youtube.com/watch?v=vWKjiGIW0mM>



BID # 20130013 - St. Lucie West Blvd. – Milling and Resurfacing – question #22

Over the past 31 years Ranger has constructed a variety of complex projects with very aggressive schedules. The key to managing large-scale multi-faceted projects is to have a system in place that will allow for continuous updating and provide meaningful reports for efficient decision making. Ranger utilizes Primavera Project Planner (P3), SureTrak Project Manager and J.D. Edwards accounting software to monitor and maintain the overall project schedule and budget. Our project managers build and maintain the schedule and budget throughout the life of the project.

Our software systems are used to coordinate submittals, materials, subcontractors, utility coordination & relocations and all self performed tasks. Updates occur at a minimum once per month and are vital to completing the work on time, safely and under budget. Outside forces such as weather delays, differing site conditions and extra work are included as they occur or are contemplated. The effects of these forces can be analyzed and addressed by Ranger's team.

Ranger Construction believes that being able to recognize scheduling issues before they occur is the key to delivering projects on-time and within budget. Our systems and personnel are accustomed to achieving this goal.

## BID BOND

Travelers Casualty and Surety Company of America  
Hartford, CT 06183

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**CONTRACTOR:**

*(Name, legal status and address)*

**Ranger Construction Industries, Inc.**  
101 Sansbury's Way, West Palm Beach, FL 33411

**SURETY:**

*(Name, legal status and principal place of business)*

Travelers Casualty and Surety Company of America  
One Tower Square, SPB, Hartford, CT 06183

**OWNER:**

*(Name, legal status and address)*

City of Port St. Lucie, FL  
121 SW Port St. Lucie Blvd  
Port St. Lucie, FL 34984-5099

**BOND AMOUNT:** Five Percent (5%) of the total bid price

**PROJECT:**

*(Name, location or address, and Project number, if any)*

**ST. LUCIE WEST BLVD. - MILLING AND RESURFACING** Peacock Blvd. to the west Bridge Approach of the Florida Turnpike  
**Project Number: 20130013**

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

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

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

Signed and sealed this 7th day of December, 2012.

Ranger Construction Industries, Inc.

  
\_\_\_\_\_  
(Principal) (Seal)

Vice President  
\_\_\_\_\_  
(Title)

Travelers Casualty and Surety Company of America

  
\_\_\_\_\_  
(Surety) (Seal)

William Phelps, Attorney-In-Fact and FL Resident Agent  
\_\_\_\_\_  
(Title)

Bonnie Huddleston  
\_\_\_\_\_  
(Witness)

Bonnie Huddleston  
\_\_\_\_\_  
(Witness)



POWER OF ATTORNEY

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

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

Attorney-In Fact No. 215719

Certificate No. 004734801

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

William Phelps

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 16th day of February, 2012

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

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



State of Connecticut
City of Hartford ss.

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

On this the 16th day of February, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



[Signature]
Marie C. Tetreault, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7<sup>TH</sup> day of DECEMBER, 2012.

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

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



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



CITY OF PORT ST. LUCIE, FLORIDA  
E-BID NO. 20130013

**TRENCH SAFETY ACT COMPLIANCE STATEMENT**

Project Name: **St. Lucie West Blvd. Milling & Resurfacing from Peacock Blvd. to the west bridge approach of the Florida Turnpike**

Project Location: 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:

Zero Dollars  
(Written)

\$0.00  
(Figures)

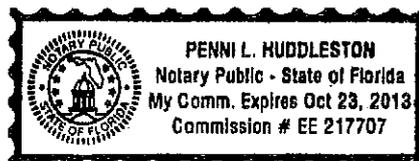
3. The amount listed above has been included within the Base Bid.

Certified: Ranger Construction Industries, Inc.  
(Company-Contractor)

By: [Signature]  
Exec. Vice (President's Signature)  
Exec. Vice (President's Typed or Printed Name)

Sworn to and subscribed before me in ORANGE County, Florida on the 16<sup>th</sup> day of Nov, 2012.

Penni L. Huddleston  
NOTARY PUBLIC



**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**  
**CITY OF PORT ST. LUCIE, FLORIDA**  
**E-BID NO. 20130013**

**PROJECT TITLE: St. Lucie West Blvd. Milling & Resurfacing**  
**Peacock Blvd. to the west bridge approach of the Florida Turnpike**

State of Florida }

County of Orange }

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

1. They are Chief Estimator of Ranger Construction Industries, Inc 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

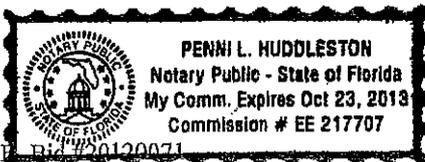
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) [Signature]  
(Title) Chief Estimator ASST Secretary

STATE OF FLORIDA }  
COUNTY OF ST LUCIE }SS:

The foregoing instrument was acknowledged before me this 11-14-12  
(Date)

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



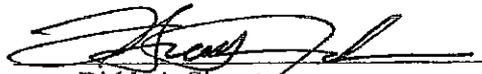
Penni L. Huddleston  
Notary (print & sign name)  
Commission No. \_\_\_\_\_

## DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statutes, Section 287.087 hereby certifies that  
Ranger Construction Industries, LLC 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  
11-14-12  
Date

St. Lucie West Blvd. Milling & Resurfacing

CITY OF PORT ST. LUCIE, FLORIDA

E-BID NO. 20130013

PROJECT TITLE: St. Lucie West Blvd. Milling & Resurfacing  
Peacock Blvd. to the west bridge approach of the Florida Turnpike

CONTRACTOR VERIFICATION FORM

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of Firm: Ranger Construction Industries, Inc

Corporate Title: NA

Address: 4510 GLADES CUT-OFF Rd

FT. Pierce, FL 34981  
(Zip Code)

By: SCOTT Fowler Chief Estimator, ASST Secretary  
(Print name) (Print title)

[Signature]  
(Authorized Signature)

Telephone: (407) 656-9255

Fax: (407) 656-3188

State License # CGC 019416 (ATTACH COPY)

County License # NA (ATTACH COPY)

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

Type of License: NA

Unlimited NA (yes/no)

If "NO", Limited to what trade? NA

## Request for Taxpayer Identification Number and Certification

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

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>Ranger Construction Industries, Inc.</b>	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) <b>1200 Elhoc Way</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Winter Garden, FL 34787</b>	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN), if you do not have a number, see *How to get a TIN* on page 3.

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

Social security number
or
Employer identification number <b>59   2098662</b>

### Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign Here**

Signature of U.S. person ▶

(Bob Schafer, Vice President) Date ▶ July 7, 2011

### General Instructions

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

#### Purpose of Form

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

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

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

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

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

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

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

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

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



## Contractor Pre-Qualification (CPQ)

RANGERWORKUNDERWAY@RANG

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## Update Work Underway

11/1/2012 8:01:44 AM EST

Form 375-020-39-Rev.  
11/7/2007Rule 14-22.006(3),  
F.A.C.

Vendor Number: F592098662002

Vendor Name: RANGER  
CONSTRUCTION INDUSTRIES, INC.

Total Uncompleted Work shall include all your contracts whether prime or subcontracts, regardless of location and with whom contracted.

Total Florida DOT Work Underway:	\$:	129655718.00
Total Other Work Underway:	\$	25241129.00
Total Uncompleted Work:		\$ 154896847.00
Status of Contracts as of:		11/01/2012 (mm/dd/yyyy)

**Note:** In order for the Department to have the information required to determine a bidder's Current Capacity, it is necessary that on the day of the first letting each month the bidder submits a bid a Certification of Work Underway with accompanying Status of Contracts on Hand documentation must be submitted.

Submittal of the total uncompleted work amount as shown above and on the "Status of Contracts on Hand Template" affirms the figures were prepared as follows:

1. If the letting is before the 25th day of the month, the certification and status of contracts on hand submittal shall reflect the uncompleted work as of the 15th day of the month, last proceeding the month of the letting.
2. If the letting is after the 25th day of the month, the certification and status of contracts submittal shall reflect the uncompleted work in progress as of the 15th day of the month of the letting.
3. All new contracts (and subcontracts) awarded earlier than five days before the letting date shall be included.
4. If the Status of Contracts on Hand Template is not utilized then a Word, Excel or PDF file in substantially the same format as the Status of Contracts Template shall be attached.

Attach Status of Contracts on Hand:  
Status of Contracts on Hand Template

Browse...

83410  
JOB COST  
RGWFMJMS1

Vecellio Group, Inc.  
Ranger Construction, Inc.  
Florida Department of Transportation  
Status Of Contracts On Hand  
As of November 01, 2012

1  
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Job Number & Name	Contract Amount	Subcont. Amount	Ranger Amount	Billed to Date	Uncomplete Work
00032 Ranger Construction-Central					
001 Prime Contractor					
3000047 Emergency Response (MP 100-200)	123,500		123,500	81,503-	40,997
3000374 BLUE HERON & CONGRESS AVENUE	1,455,526	853,872	602,654	1,185,179-	271,347
3000397 VILLAGE GREEN CENTER	2,526,428	1,026,488	1,499,940	2,473,819-	52,609
3000444 THE BRIDGES - PAVING	403,277		403,277	172,631-	230,646
3000462 RUNWAY 15-33 TAXIWAY C	2,925,558	752,605	2,172,953	569,360-	2,356,198
3000465 HYPOLEXO ROAD & I95	400,000	109,357	290,643	270,834-	129,166
3000467 SR 15/SR80	972,520	208,648	763,872	541,634-	430,386
3000482 SR 5 (US1) E&N02	1,858,740	649,735	1,209,005	140,545-	1,718,195
3000490 SR 710 (BEELINE HWY)	11,979,576	8,082,984	3,896,592	337,078-	11,979,576
3000497 CENURHY VILLAGE	685,136	125,181	539,955		328,658
3000529 WATERWAY	73,846	11,657	62,189		73,846
3000538 50TH STREET SOUTH (WEST)	663,807	277,723	386,084		663,807
3000543 N. OCEAN BLVD	370,932	39,006	331,926		370,932
3200354 SR 91- ASPHALT MAINTENANCE	348,720	41,070	307,650	348,382-	338
3200378 I95 DESIGN BUILD E&I76	78,270,000	38,760,200	39,509,800	44,074,129-	34,195,871
3200459 SR 60	1,848,769	594,062	1,254,707	1,198,519-	650,250
3200475 SLC Taxiway C Improvements	2,082,384	651,259	1,411,125	695,562-	1,366,822
3200481 SR ALA	3,308,813	1,156,302	2,152,511	99,973-	3,208,840
3200498 27th Avenue (Oslo Road/SR60)	1,243,158	268,575	974,583	55,532-	1,187,626
001 Prime Contractor	111,500,690	53,608,724	57,891,966	52,244,680-	59,256,010
002 Subcontractor					
3000235 US 1 Low Level Bridge	400,345	7,500	392,845	167,632-	232,713
3000251 I 595 Segment D Roadway &	41,526,925	9,207,591	32,319,334	36,912,229-	4,614,696
3000334 I595 SEGMENT E	34,511,622	16,207,298	18,304,324	19,483,982-	15,027,640
3000424 DESEC - SR 80 GUARDRAIL (FOB)	336,064		336,064		
3000433 SUNSHINE SQUARE (FOB ONLY)	175,996		175,996	175,996-	
3000447 SR 91 REPLACE RAMP BRIDGE	464,471		446,471	49,868-	414,603
3000449 RW DEFAULT-SEG D	5,995,415	97,911	5,897,504	709,888-	5,285,527
3000452 RPG COMMONS PHASE 2	5,324,392	3,300	5,324,392	1,451,696-	3,872,696
3000456 GULFSTREAM GARDENS SEWER CONN	44,483	3,300	44,420	290,820-	156,700
3000463 BELVEDERE HOMES INFRASTRUCTURE	189,778		189,778	40,865-	3,518
3000472 PLAYA VISTA ISLES	38,729	7,548	31,181	38,729	189,778
3000487 PALM BEACH POLO CLUB	117,678		117,678	14,535-	103,143
3000492 BOYNTON BEACH CHURCH	119,607	4,000	115,607	27,450-	92,157
3000493 OSFREY OAKS	272,065	3,300	268,765		272,065
3000494 CREDDAR'S CAFE	184,417	15,980	168,437	181,757-	2,660
3000499 10TH AVE N BRIDGE OVER KELIER	34,939	-3,906	31,033		34,939
3000526 2ND AVENUE N. WATER MAIN	85,680	7,500	78,180		85,680
3000527 PUSHBUTTON (E4M88)	325,000	18,750	306,250		325,000
3000531 SR 5 (US1) T4331	1,614,097	64,607	1,549,490		1,614,097
3000532 CAROLINE AVENUE	22,713		22,713	18,984-	3,729
3000533 WALLIS RD., SUNBEAM AVE.	82,825		82,825		82,825
3000535 BOCA PUD	19,837		19,837		19,837
3000537 FORCE MAIN REPLACEMENT	1,046,015	152,965	893,054		1,046,015
3000539 SIGNATURE AIR	1,401,901	221,749	1,180,152		1,401,901
3000540 WEST 36TH STREET-RIVIERA BEACH	50,587		50,587		50,587

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JOSCOST  
RMPJMSL

Vecellio Group, Inc.  
Ranger Construction, Inc.  
Florida Department of Transportation  
Status Of Contracts On Hand  
As of November 01, 2012

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Job Number	Job Name	Contract Amount	Subcont. Amount	Ranger Amount	Billed To Date	Uncomplete Work
00032	Ranger Construction-Central					
002	Subcontractor					
3000541	LANTANA RD & LAKE OSBORNE	16,833	3,999	12,834		16,833
3000542	SR 80/812 (HOOKER HWY) T4330	27,437	480	26,957		27,437
3200388	INDIAN STREET BRIDGE	7,012,182	1,095,658	5,916,524	4,185,676-	2,826,506
3200484	Big John Monahan Bridge	4,484,635	894,236	3,590,399	512,542-	3,972,093
002	Subcontractor	106,374,192	28,039,578	78,334,614	64,560,084-	41,814,108
00032	Ranger Construction-Central	217,874,882	81,648,302	136,226,580	116,804,764-	101,070,118
00035	Ranger Construction-North					
001	Prime Contractor					
3505078	SR 400 (I-4) SR 46	33,297,684	16,847,376	16,450,308	20,462,891-	12,834,793
3505085	SR 5 (US 1) & SR 500	6,137,668	1,833,309	4,304,359	123,863-	6,013,805
3505088	I-4 WB Fairbanks to Lee	377,838	140,635	237,203	835,781-	377,838
3505339	OEA North Ramp	866,497	202,462	664,035		30,716
3505343	City of Sebastian Overlay	114,088	4,350	109,738		114,088
3505345	C469 Resurfacing SR50 to C48E	2,186,839	326,365	1,860,474		2,186,839
001	Prime Contractor	42,980,614	19,354,497	23,626,117	21,422,535-	21,558,079
002	Subcontractor					
3505081	SR 423 - SR 434	3,020,009	38,539	2,981,470	536,548-	2,483,461
3505084	I-4 Braided Ramp	745,190	35,505	709,685	99,021-	646,169
3505086	Orlando Sunrail Station Finish	823,790	15,000	808,790		823,790
3505087	Orlando CFCRT Sunrail	1,332,546	51,000	1,281,546	270,220-	1,062,326
3505090	SR 50 Bridge Demo	299,135		299,135		299,135
3505338	SR 429-CR 43A Toll Plazas	118,376	9,184	109,192		118,376
3505344	Flagler Airport S Entrance RD	186,526		186,526		186,526
3505346	R-170 Casa Verde Road	139,612		139,612		139,612
3505643	Hobby Lobby - Clermont	123,850		123,850	98,401-	25,449
3505644		18,216		18,216	18,513-	18,216
3505645	21st Street Paving	18,612		18,612		99
002	Subcontractor	6,825,862	149,228	6,676,634	1,022,703-	5,803,159
999	Not Applicable					
3509999	Misc Jobs	104,176,410		104,176,410	104,176,410-	
999	Not Applicable	104,176,410		104,176,410	104,176,410-	
00035	Ranger Construction-North	153,982,886	19,503,725	134,479,161	126,621,648-	27,361,238
00060	Ranger Construction - South					
001	Prime Contractor					
6107235	SR 808 (GLADES RD)	3,929,493	2,410,073	1,519,420	3,888,466-	41,027
6107252	SR 814 (ATLANTIC BLVD)	3,450,216	1,751,400	1,698,816	3,344,149-	106,067
6107283	SR 808 Glades Road	1,033,447	359,988	673,459	982,185-	51,262

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Vecellio Group, Inc.  
 Ranger Construction, Ind.  
 Florida Department of Transportation  
 Status Of Contracts On Hand  
 As of November 01, 2012

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Job Number & Name	Contract Amount	Subcont. Amount	Ranger Amount	Billed To Date	Uncomplete Work
00060 Ranger Construction - South					
001 Prime Contractor	2,996,600	363,269	2,633,331	36,500-	2,960,100
6107300 SR 25 (US 27) W4340	95,046		95,046	94,523-	523
6107307 CITY OF DORAL (FCB ONLY)					
001 Prime Contractor	11,504,802	4,884,730	6,620,072	8,345,823-	3,158,979
002 Subcontractor					
6004369 MOWVA RFR ROW LOCATES	2,500		2,500		2,500
6101027 ADVENIR PRESIDENTIAL HOUSE APT	1,000		1,000		1,000
6107224 SE 8 STREET & BRICKELL AVENUE	1,338		1,338		1,338
6107261 RED ROAD RESIDENCE	280,310		280,310	194,537-	85,773
6107264 MOWVA RAILROAD SPUR (VECENERG	9,177,652	6,882,133	2,295,519	4,834,372-	4,353,280
6107269 BAILEY ROAD	1,388,645	2,500	1,386,145	628,713-	759,932
6107273 195 Express Lanes	18,223,667	1,034,386	17,189,281	2,528,879-	15,654,788
6107274 BROADSTONE & N. BOCA VILLAGE	310,990	6,000	304,990	157,230-	153,760
6107278 Park City Water Replacement	632,200	3,500	628,700		632,200
6107285 latter Day Saints South Florid	27,597	1,337	26,260		27,597
6107286 One Plantation Place	81,998	3,873	78,125		81,998
6107289 Westin Diplomat - Chilled Water	26,412		26,412		26,412
6107294 UNIVERSITY COMMONS DRIVEWAY	128,622	48,445	80,177	111,419-	17,203
6107303 Palm Grove Roadway Improvement	698,030	85,650	612,380	591,806-	106,224
6107304 AMR MANOR	103,269	3,224	100,045		103,269
6107305 Stable Roadway/Gate 5 Entrance	29,310		29,310	21,210-	8,100
6107308 OCEAN POINT MARIOTT RESORT	44,625	1,763	42,862	32,101-	12,524
6107310 AUBURN GARDENS APTS	22,872		22,872		22,872
6107311 MOWRY DRIVE IMPROVEMENTS	209,976	4,992	204,984	53,108-	156,868
6107313 TERMINAL 19	440,726	8,541	432,185	109,501-	331,225
6107314 CHABAD	15,637		15,637		15,637
6107315 HIALEAH WATER	184,275	4,277	179,998		184,275
6107318 PLANTATION GARDENS	243,787		243,787		243,787
6107321 CORAL LANDINGS TURNLANE	27,028		27,028		27,028
6107322 TERMINAL 21	77,180	1,012	76,168		77,180
6107323 EMERALD CREEK	38,010		38,010		38,010
6107324 ST ANDREWS ESTATES NORTH BOCA	141,732		141,732		141,732
002 Subcontractor	32,559,388	8,091,633	24,467,755	9,252,876-	23,306,512
00060 Ranger Construction - South	44,064,190	12,976,363	31,087,827	17,598,699-	26,465,491

LISTING OF VARIOUS PROJECTS WE HAVE COMPLETED OVER THE LAST SEVERAL YEARS AS PROOF OF OUR QUALIFICATIONS.  
 THESE PROJECTS ALSO CAN SERVE AS A LIST OF REFERENCES FOR VARIOUS PROJECTS WE HAVE COMPLETED.

**QUALIFICATION EXPERIENCE**

**FDOT Projects > \$50,000**

Date	Ranger Proj No.	Project Name	Contractor / Owner	Contract Amount	County	Work Status	Contact Name	Phone Number
1/29/2003	3505000	State Road 46	FDOT	\$2,283,935.41	Volusia	Complete	Dist 5 FDOT Office	800-780-7102
3/6/2003	3505002	I-4 Osceola County	FDOT	\$25,951,284.71	Osceola	Complete	Dist 5 FDOT Office	800-780-7102
3/7/2003	3505003	Dundee Road	FDOT	\$800,272.44	Polk	Complete	Dist 1 FDOT Office	800-292-3368
7/14/2003	3505004	US 27 Davenport	FDOT	\$6,701,959.10	Polk	Complete	Dist 1 FDOT Office	800-292-3368
7/30/2003	3505005	I-95 US 92 TO SR 40	FDOT	\$25,994,636.81	Volusia	Complete	Dist 5 FDOT Office	800-780-7102
8/19/2003	3505006	Turnpike Orange County	FDOT	\$2,059,462.95	Orange	Complete	Dist 5 FDOT Office	800-780-7102
9/24/2003	3505007	SR 535	FDOT	\$807,405.53	Orange	Complete	Dist 5 FDOT Office	800-780-7102
12/3/2003	3505008	SR 520 St. Johns River	FDOT	\$9,684,483.61	Orange	Complete	Dist 5 FDOT Office	800-780-7102
12/4/2003	3505009	429 Expressway	FDOT	\$25,658,360.91	Orange	Complete	Dist 5 FDOT Office	800-780-7102
12/29/2003	3505010	John Young Parkway I-4	FDOT	\$3,891,993.17	Orange	Complete	Virgil Rook	407-468-6240
3/12/2004	3505012	SR 50 @ Florida Turnpike	Granite Construction	\$25,658,360.91	Orange	Complete	Mark Lee	407-317-9006
3/31/2004	3505013	SR 519	Hewitt Contracting	\$197,852.70	Orange	Complete	Charlie Taylor	352-787-5651
6/14/2004	3505015	SR 535 Ramps	FDOT	\$2,819,391.10	Brevard	Complete	Dist 5 FDOT Office	800-780-7102
8/6/2004	3505016	SR 91 Milling Turnpike	Carolina Consulting Corp	\$118,525.70	Orange	Complete	Rudy Posselli	561-746-5464
7/28/2004	3505017	SR520 (Beeline)	Ranger Central/FDOT	\$368,136.69	Orange	Complete	Bill Yoder	772-464-6460
9/27/2004	3505019	US 1 NB Emergency Repair	FDOT	\$18,648,401.15	Brevard	Complete	Dist 5 FDOT Office	800-780-7102
10/8/2004	3505020	SR 518 Eau Galle Causeway	FDOT (Nassau Blvd)	\$105,000.00	Brevard	Complete	Dist 5 FDOT Office	800-780-7102
10/24/2004	3505021	SR 528 (Beeline)	FDOT	\$1,894,250.00	Brevard	Complete	Dist 5 FDOT Office	800-780-7102
11/4/2004	3505022	I-4 Volusia County / Saxon	FDOT	\$6,690,615.37	Orange	Complete	Dist 5 FDOT Office	800-780-7102
1/5/2005	3505024	SR 404 Emergency Repair	FDOT	\$28,839,222.00	Volusia	Complete	Dist 5 FDOT Office	800-780-7102
4/28/2005	3505025	District 5 maintenance	FDOT	\$3,103,831.20	Brevard	Complete	Dist 5 FDOT Office	800-780-7102
7/27/2005	3505026	SR 5 (US1)	FDOT	\$584,294.23	Orange/Sem	Complete	Dist 5 FDOT Office	800-780-7102
7/27/2005	3505027	SR 500 (US 441)	FDOT	\$7,967,143.13	Volusia	Complete	Dist 5 FDOT Office	800-780-7102
7/27/2005	3505028	SR 401	FDOT	\$5,387,551.91	Orange	Complete	Dist 5 FDOT Office	800-780-7102
7/27/2005	3505029	SR 25 (US 27) South	FDOT	\$1,198,001.85	Brevard	Complete	Dist 5 FDOT Office	800-780-7102
7/27/2005	3505030	US 27 Clement	FDOT	\$22,042,884.62	Lake	Complete	Dist 5 FDOT Office	800-780-7102
11/3/2005	3505031	US 192 Cswy Slope Repair	FDOT	\$25,497,639.27	Lake	Complete	Dist 5 FDOT Office	800-780-7102
3/29/2006	3505033	Resurfacing Orange/Osceola	FDOT	\$750,000.00	Brevard	Complete	Dist 5 FDOT Office	800-780-7102
3/29/2006	3505034	SR 419	FDOT	\$339,559.68	Orange/Osc	Complete	Dist 5 FDOT Office	800-780-7102
4/5/2006	3505035	SR 50	FDOT	\$1,656,538.00	Seminole	Complete	Dist 5 FDOT Office	800-780-7102
3/29/2006	3505036	SR 494	FDOT	\$5,062,692.97	Orange	Complete	Dist 5 FDOT Office	800-780-7102
6/27/2006	3505037	I-4 Ramps @ SR 17/92	FDOT	\$2,823,388.83	Seminole	Complete	Dist 5 FDOT Office	800-780-7102
12/13/2006	3505040	SR 414	OOCEA	\$713,388.12	Seminole	Complete	Dist 5 FDOT Office	800-780-7102
3/6/2007	3505041	SR 528 Beachline	Southland / FDOT	\$105,620,368.00	Orange	Complete	Al Norris	407-464-2111
3/19/2007	3505042	SR 44	Middlesex / FDOT	\$3,974,003.59	Volusia	Complete	Ben White	407-889-9844
4/12/2007	3505043	Lowes Turnlanes	Earthmovers	\$282,306.60	Volusia	Complete	Bobby Pereira	407-206-0077
6/12/2007	3505044	SR 91 Gotha	Granite / 406148	\$13,420,690.00	Lake	Complete	Lynette Sardinas	352-236-1400
6/15/2007	3505045	SR 33	FDOT	\$4,844,827.19	Orange	Complete	Wayne Roberts	813-623-5877
7/5/2007	3505046	I-4 St Johns River Bridge Repair	Granite / 242702	\$98,994.00	Lake	Complete	Dist 5 FDOT Office	800-780-7102
7/27/2007	3505047	SR 414 Interchange	Johnson Bros / OOCEA	\$2,877,956.07	Volusia	Complete	J.C. Misery	813-623-5877
					Orange	Complete	Tom Meador	407-248-9208

7/25/2007	3505048	SR 434	Lane Construction	T5201	\$2,212,849.13	Orange	Complete	Mike Cruise	407-331-3100
11/20/2007	3505049	SR 91 (SR 408 to Beulah Road)	FDOT /1pk 406148 3 52 01	E8115	\$52,682,405.80	Orange	Complete	Albert Miller	407-395-0087
9/11/2007	3505051	SR 91 Sumter County	FDOT /1pk		\$13,508,767.74	Sumter	Complete	Josh Carter	863-647-1423
4/28/2008	3505052	SR 414 Toll Plaza	Southland / OCEA # 414-212		\$62,720.00	Orange	Complete	Ben White	407-889-9844
6/24/2008	3505053	District 5 Maintenance	FDOT E5149		\$625,533.70	Orange/Sem	Complete	Dist 5 FDOT Office	800-780-7102
9/24/2009	3505054	OCEA Maintenance	OCEA #599-707		\$749,654.71	Orange/Sem	Complete	Donald Budhovich	407-690-5334
9/24/2008	3505055	SR 528	FDOT 419563 2 52 01	T5257	\$2,052,215.01	Brevard	Complete	Kim Navarro	800-780-7102
12/8/2008	3505056	SR 50 Dean Road	John Carlo		\$1,908,277.58	Orange	Complete	Dave Ammons	407-816-3503
12/8/2009	3505057	SR 46	FDOT 421977 1 52 01	T5242	\$1,044,305.00	Lake	Complete	Karen Madrid	800-780-7102
5/28/2009	3505058	SR-91-95 Daytona Widening	FDOT 421977 1 52 01		\$33,400.00	Volusia	Complete	Richard Bean	817-268-0514
5/1/2009	3505059	SR 542	Eby FDOT 242715		\$597,790.85	Polk	Complete	Dist 5 FDOT Office	800-780-7102
5/1/2009	3505060	SR 40	FDOT 197396 2 52 01	T1319	\$263,174.00	Lake	Complete	Dist 5 FDOT Office	800-780-7102
5/26/2009	3505061	SR 438 Silver Star	FDOT 421978 1 52 01	T5282	\$786,632.80	Orange	Complete	Dist 5 FDOT Office	800-780-7102
6/15/2009	3505062	SR 438 Hiwassee	FDOT 422008 1 52 01	T5291	\$2,277,388.82	Orange	Complete	Dist 5 FDOT Office	800-780-7102
9/16/2009	3505063	SR 472	FDOT 422009 1 52 01	T5290	\$81,800.00	Orange	Complete	Dist 5 FDOT Office	800-780-7102
9/24/2009	3505064	Ft Fraser Trail	FDOT 422176 1 52 01	E5N33	\$437,000.00	Polk	Complete	Dist 1 FDOT Office	863-519-4130
10/1/2009	3505065	SR 600 US 92	FDOT 422637 1 52 01	E1H48	\$1,354,174.00	Polk	Complete	Dist 1 FDOT Office	863-519-4130
12/18/2009	3505066	SR 91 @ CR 561 Emer Repair	FDOT 422392 1 52 01	E1H42	\$57,175.15	Lake	Complete	Dan Egan	813-623-2856
1/5/2010	3505067	SR 25 US 27 (Prince)	FDOT 428317-1-52-01		\$5,515,234.51	Lake	Complete	Jack Calandros	813-699-5900
1/29/2010	3505068	SR 50 (Prince)	FDOT 2374231-52-01	E5N42	\$3,820,899.35	Orange	Complete	Jack Calandros	813-699-5900
1/28/2010	3505069	SR 15 US 17	FDOT 410983 1 52 01	E5N44	\$1,961,986.20	Volusia	Complete	Dist 5 FDOT Office	800-780-7102
1/28/2010	3505070	SR 33	FDOT 421974 & 423346	T5333	\$2,653,783.38	Lake	Complete	Dist 5 FDOT Office	800-780-7102
3/25/2010	3505071	SR 528 Dalles Blvd	OCEA 528-403 000685	T5332	\$22,014,604.40	Orange	Complete	OCEA	407-690-5000
6/9/2010	3505072	SR 50 Dean Road Liberty Mutual	Prince		\$1,653,290.95	Orange	Complete	Dave Matheny	813-699-5900
7/8/2010	3505073	I-4 St Johns River Bridge Repair	Granite 242702 1 52 01	T5242	\$271,750.00	Volusia	Complete	Cindy Walker	813-623-5877
8/17/2010	3505074	SR 25 US 27 Durdee	FDOT 197706 1 52 01	T1328	\$8,741,614.68	Polk	Complete	Dist 1 FDOT Office	863-519-4130
11/1/2010	3505075	District 5 Pushbutton	FDOT 238002 3 52 08	E5N83	\$511,777.00	Orange	Complete	Dist 5 FDOT Office	800-780-7102
12/8/2010	3505076	SR 500 (US 192)	FDOT 423361 & 423362	T5372	\$3,398,898.97	Osceola	Complete	Dist 5 FDOT Office	800-780-7102
2/1/2011	3505077	SR5 US1 Shoulder Rework	FDOT 427836-1-72-01	E5P22	\$1,266,000.00	Brevard	Complete	Dist 5 FDOT Office	800-780-7102
04/11/11	3505078	SR 400 (I-4) Interchange SR 46	FDOT 407573-1-52-01	E5N96	\$25,646,400.00	Orange	61%	Dist 5 FDOT Office	800-780-7102
05/03/11	3505079	I-4 St Johns River Bridge Repair	Granite FDOT 242702-1-52-01		\$9,780,812.52	Volusia	Complete	Cindy Walker	813-623-5877
05/31/11	3505080	SR 429 Mill & Resurface	OCEA 429-709		\$3,020,008.65	Orange	Complete	Dan Corr	407-889-9844
05/20/11	3505081	John Young Pkwy Extension	FDOT 239496-2-52-01	E5N95	\$626,632.70	Orange	18%	Ben Dreiling	407-690-5000
08/22/11	3505082	SR 528 Emergency Crossovers	OCEA 528-117		\$127,487.00	Lake	Complete	Jeff Wright	407-522-4840
12/22/11	3505083	Lakeshore Drive Bridge	FDOT 428436-Lake-UIG		\$745,189.80	Orange	9%	Pete Vlahos	407-615-0821
02/14/12	3505084	I-4 Braided Ramp	UIG-FDOT 416518 T5391		\$1,898,769.32	Indian River	56%	Dist 4 FDOT Office	954-777-4620
04/10/12	3200459	SR 60	FDOT 424638 1 52 01 - E4M94		\$3,364,813.21	St Lucie	0%	Dist 4 FDOT Office	954-777-4620
05/29/12	3200481	SR A1A	FDOT 423034 1 52 01 - E4M93		\$6,187,668.10	Brevard	0%	Dist 4 FDOT Office	954-777-4620
06/27/12	3505085	SR 5 (US 1) & SR 500	FDOT 424886 1 52 01 T5393		\$4,484,635.00	Marlin	11%	Robert Graham	561-727-3939
07/02/12	3200484	Big John Monahan Bridge	Cone & Graham - FDOT E4L72		\$623,789.61	Orange	0%	Phillip Strauss	407-301-3465
07/06/12	3505086	Orlando Sunrail Station Finishes	Archer-FDOT 412994 3 52 01		\$1,332,545.55	Orange	17%	Phillip Strauss	407-301-3465
07/06/12	3505087	Orlando Sunrail Station Finishes	Archer-FDOT 412994 4 52 01		\$377,838.39	Orange	0%	Dist 5 FDOT Office	800-780-7102
09/25/12	3505088	I-4 (Fairbanks to Lee)	FDOT 425638 1 72 04 - E5O67		\$1,074,461.12	St Lucie	0%	Dist 4 FDOT Office	954-777-4620
10/03/12	3505089	SR 615 (Virginia Ave - Orange Ave)	FDOT 424782 1 52 01 - T4342						

Total FDOT Work > \$50,000 over last 7 Years

\$564,922,861.11

# Municipality Project > \$50,000

Date	Project Number	Project Name	Contractor / Owner	Contract Amount	County	Work Status	Contact Name	Phone Number
1/3/2003	3505200	Resident's Drive Resurfacing	Orange County	\$60,545.00	Orange	Complete	Carl Landon	407-836-7712
1/3/2003	3505201	Resurfacing Wedgefield Phase I	Orange County	\$114,995.20	Orange	Complete	Carl Landon	407-836-7712
2/12/2003	3505202	Resurfacing Wedgefield Phase II	Orange County	\$170,002.60	Orange	Complete	Carl Landon	407-836-7712
2/20/2003	3505203	Winter Haven Municipal Airport	City of Winter Haven	\$152,338.60	Polk	Complete	Engineering Dept	863-291-5851
3/12/2003	3505204	Londonderry Hills	Orange County	\$156,259.25	Orange	Complete	Carl Landon	407-836-7712
3/12/2003	3505205	Donegan Ave Widening	Osceola County	\$2,476,902.15	Osceola	Complete	Rosco Friend	407-343-2600
3/21/2003	3505206	City of Lake Alfred	City of Lake Alfred	\$201,554.60	Polk	Complete	Larry Harbuck	863-291-5270
3/21/2003	3505207	Charlin Park	Orange County	\$113,165.00	Orange	Complete	Carl Landon	407-836-7712
4/16/2003	3505208	Windmill Pointe SD	Orange County	\$121,770.00	Orange	Complete	Carl Landon	407-836-7712
4/23/2003	3505209	College Heights	Orange County	\$127,125.00	Orange	Complete	Carl Landon	407-836-7712
4/28/2003	3505210	City of Apopka	Orange County	\$59,400.00	Orange	Complete	Carl Landon	407-836-7712
5/14/2003	3505211	The Lakes & Landings Pavt. Restorat	City of Belle Isle	\$146,114.75	Orange	Complete	Carl Landon	407-836-7712
6/2/2003	3505212	Belair Woods	Orange County	\$227,125.25	Orange	Complete	Julian Coto	407-260-2292
6/16/2003	3505213	City of Apopka	Orange County	\$221,475.68	Orange	Complete	Carl Landon	407-836-7712
6/16/2003	3505214	Delware Woods	Orange County	\$58,139.60	Orange	Complete	Carl Landon	407-836-7712
6/27/2003	3505215	Chicago Woods	Orange County	\$108,919.00	Orange	Complete	Carl Landon	407-836-7712
7/30/2003	3505216	Consulate Drive Area	Orange County	\$190,011.65	Orange	Complete	Carl Landon	407-836-7712
9/5/2003	3505217	International Drive Resurface	Orange County	\$767,009.00	Orange	Complete	Carl Landon	407-836-7712
9/25/2003	3505218	Waterford Lakes	Orange County	\$179,632.45	Orange	Complete	Carl Landon	407-836-7712
10/2/2003	3505219	Taxiway B Sanford Airport	Hewitt Construction	\$1,025,387.40	Seminole	Complete	Cherlie Taylor	352-787-5651
11/11/2003	3505220	Reunion East Village Center	Reunion East Comm	\$2,521,883.85	Osceola	Complete	Lee Byrd	407-566-1935
11/17/2003	3505221	Lancaster Road	Perri Builders	\$571,370.03	Orange	Complete	Joe Perri	407-292-2128
12/4/2003	3505222	Glenhurst	Orange County	\$110,470.64	Orange	Complete	Carl Landon	407-836-7712
12/11/2003	3505223	Apopka - Park & Central	City of Ocoee	\$19,680.00	Orange	Complete	Joe Perri	407-292-2128
1/14/2004	3505224	City of Ocoee	Perri Builders	\$159,496.64	Orange	Complete	Buddy Elmore	407-905-3170
1/23/2004	3505225	Raintree Place	Orange County	\$97,208.83	Orange	Complete	Carl Landon	407-836-7712
1/23/2004	3505226	Royal Estates Section 2	Orange County	\$89,920.74	Orange	Complete	Carl Landon	407-836-7712
1/23/2004	3505227	Crystal Glen	Orange County	\$73,022.43	Orange	Complete	Carl Landon	407-836-7712
1/23/2004	3505228	Spring Lake Villas	Orange County	\$51,064.50	Orange	Complete	Carl Landon	407-836-7712
3/18/2004	3505229	Green Point Subdivision	Orange County	\$61,210.44	Orange	Complete	Carl Landon	407-836-7712
3/23/2004	3505230	Mallard Cove	Orange County	\$70,443.93	Orange	Complete	Carl Landon	407-836-7712
3/23/2004	3505231	Falcon Pointe	Orange County	\$97,723.74	Orange	Complete	Carl Landon	407-836-7712
3/29/2004	3505232	Various Roads	City of Ocoee	\$57,500.00	Orange	Complete	Buddy Elmore	407-905-3170
4/9/2004	3505233	Capeheart	Orange County	\$594,132.88	Orange	Complete	Carl Landon	407-836-7712
5/7/2004	3505234	Reedy Creek Road Improvements	Orange County	\$1,289,238.00	Orange	Complete	Carl Landon	407-836-7712
9/25/2003	3505235	Taxiway L-A-P	Hewitt Contracting	\$605,624.35	Orange	Complete	Carl Landon	407-836-7712
5/26/2004	3505236	Silver Star Estates	Orange County	\$115,708.86	Volusia	Complete	Charlie Taylor	352-787-5651
6/14/2004	3505237	Imperial Estates	Orange County	\$190,799.23	Orange	Complete	Carl Landon	407-836-7712
6/14/2004	3505238	Fairway Pointe	Orange County	\$116,276.00	Orange	Complete	Carl Landon	407-836-7712
6/24/2004	3505239	Devlin Green	Orange County	\$72,179.99	Orange	Complete	Carl Landon	407-836-7712
8/5/2004	3505240	North Lane	Hunters Creek Community	\$342,089.59	Orange	Complete	John Morgover	407-240-6000
8/5/2004	3505241	Dean Road	Orange County	\$411,680.64	Orange	Complete	Carl Landon	407-836-7712
8/5/2004	3505242	Deerfield Blvd	Orange County	\$460,389.75	Orange	Complete	Carl Landon	407-836-7712

9/22/2004	3505252	Lake Alfred Street Resurfacing	City of Lake Alfred	\$165,536.40	Polk	Complete	Larry Harbuck	863-291-5270
9/28/2004	3505253	Various Streets Winter Garden	City of Winter Garden	\$93,933.00	Orange	Complete	Dennis Duckwiler	407-466-2431
10/26/2004	3505255	Orange Avenue Sec I	Orange County	\$308,148.68	Orange	Complete	Carl Landon	407-836-7712
11/24/2004	3505256	Orange Avenue Sec II	Orange County	\$160,668.92	Orange	Complete	Carl Landon	407-836-7712
11/30/2004	3505257	Ridge Moor	Orange County	\$93,813.65	Orange	Complete	Carl Landon	407-836-7712
12/20/2004	3505258	Palm Cove Estates	Orange County	\$66,360.35	Orange	Complete	Carl Landon	407-836-7712
12/20/2004	3505259	6th Avenue	Town of Windermere	\$101,070.50	Orange	Complete	Don Greer	407-876-2563
12/28/2004	3505260	Bay Vista Estates	Orange County	\$81,436.62	Orange	Complete	Carl Landon	407-836-7712
1/10/2005	3505261	FY 2005 District Paving	Reedy Creek	\$261,882.00	Orange	Complete	Herb Raybourn	407-828-2250
2/22/2005	3505262	Apopka Resurfacing	City of Apopka	\$508,210.75	Orange	Complete	Engineering Dept	407-703-1700
3/9/2005	3505264	Tuskey & West Spring Circle	City of Winter Garden	\$92,673.05	Orange	Complete	Dennis Duckwiler	407-466-2431
3/14/2005	3505265	Aviation Apron Sanford Airport	Hewitt	\$430,860.15	Seminole	Complete	Charlie Taylor	352-787-5651
3/14/2005	3505266	Parking Lot Sanford Airport	Hewitt	\$360,381.00	Seminole	Complete	Charlie Taylor	352-787-5651
4/13/2005	3505267	FY 2005 District Paving CO #1	Reedy Creek	\$360,161.40	Orange	Complete	Herb Raybourn	407-828-2250
4/15/2005	3505268	Resurfacing Various Streets	City of Winter Springs	\$182,934.45	Orange	Complete	Alan Hill	407-327-1800
7/11/2005	3505269	2004-05-020 Tuscanwy	City of Winter Garden	\$90,071.65	Orange	Complete	Dennis Duckwiler	407-466-2431
7/22/2005	3505270	Overley Runway 9C/27C	Sanford Airport	\$1,370,789.40	Seminole	Complete	Larry Dale	407-585-4000
9/19/2005	3505272	PO # 040924 Crown Pointe Spr	City of Winter Garden	\$197,657.75	Orange	Complete	Dennis Duckwiler	407-466-2431
11/18/2005	3505273	Ham Brown Road	Osceola County	\$6,219,060.00	Osceola	Complete	Rosco Friend	407-466-2431
4/10/2006	3505275	Public Works Complex	City of Winter Garden	\$36,884.60	Orange	Complete	Dennis Duckwiler	407-343-2600
12/7/2006	3505277	SR 46 A Widening	City of Apopka	\$877,882.50	Orange	Complete	Woody Cheeseman	407-466-2431
12/18/2006	3505278	Lake Drive Phase I & II	John Carlo Inc	\$2,210,214.40	Seminole	Complete	Jeff Mairs	407-654-6133
11/21/2006	3505279	City of Apopka	City of Apopka	\$528,034.00	Orange	Complete	John Drey	407-816-3503
4/12/2007	3505279	Howell Branch Road @ SR 436	Southland Construction	\$469,910.90	Seminole	Complete	Ben White	407-703-1731
5/8/2007	3505280	West Orange High School	WPM Southern	\$157,896.00	Orange	Complete	Ben White	407-889-9844
7/13/2007	3505281	Orange County Landfill Closure	Orange County/Hewitt	\$174,000.00	Orange	Complete	Damon Bressler	810-869-5366
9/3/2007	3505283	CR 535 Ficquette to Chase Road	Prince Contracting	\$1,602,321.25	Orange	Complete	Charlie Taylor	352-787-5651
7/10/2007	3505284	Orange Avenue	Orange County	\$550,000.00	Orange	Complete	Carl Landon	941-722-7707
9/24/2007	3505287	Hartle Road	Antick Construction	\$621,569.38	Orange	Complete	Carl Landon	407-836-7712
9/24/2007	3505289	CR 535 Y7-705	John Carlo, Inc.	\$80,561.25	Orange	Complete	Jeff Mairs	407-293-6562
10/2/2007	3505290	Claracona Ocoee Road	Southern Siteworks	\$490,251.00	Orange	Complete	Joe Likos	407-816-3503
10/3/2007	3505291	CR 54	Mild State Paving	\$873,410.43	Orange	Complete	Allen Beckom	863-965-2861
10/18/2007	3505292	Conway Road	John Carlo, Inc.	\$1,885,957.99	Orange	Complete	Marty Tuckwiler	407-816-3503
12/5/2008	3505293	Wekiva Springs Road	Gibbs & Register	\$357,912.70	Seminole	Complete	Jeff Mairs	407-816-3503
5/20/2008	3505294	Maguire Force Main Relocate	City of Ocoee	\$411,227.75	Orange	Complete	Roy Schultz	407-654-6133
1/21/2009	3505295	CR 46A Turnlane Extension	Southland Construction	\$60,782.58	Seminole	Complete	David Wheeler	407-905-3100
12/18/2008	3505296	CR 54 Phase 2 & 3	Polk County	\$17,255,380.38	Polk	Complete	Ben White	407-889-9844
1/6/2009	3505297	Upsala Road Improvements	Southland Construction	\$48,753.42	Orange	Complete	Tony Caruso	863-519-9504
2/24/2009	3505298	South Williamson Blvd	Master Site Development	\$343,754.60	Volusia	Complete	Ben White	407-889-9844
3/5/2009	3505300	535 Turnlane	Masci Corp	\$53,741.40	Orange	Complete	Ivanna Masci	386-322-4500
3/13/2009	3505301	Foxcroft Lane Improvements	Masci Corp	\$21,602.70	Volusia	Complete	Witch Fortner	407-891-0700
3/27/2009	3505302	East Lake Mary Blvd	Kearney Construction	\$701,356.85	Polk	Complete	Don Campbell	813-621-0855
5/11/2009	3505303	Lake Angel City of Orlando	Southland Construction	\$69,818.60	Seminole	Complete	Ben White	407-889-9844
5/4/2009	3505304	Old Kings Road	SE Cline Construction	\$60,666.30	Flagler	Complete	Shawn Kennedy	407-629-2900
5/20/2009	3505305	Lake Mary Blvd & 17-92	City of Winter Haven	\$45,517.98	Seminole	Complete	Ben White	407-889-9844
8/20/2009	3505306	Winter Haven Runway 4-22	Seminole County	\$1,632,153.00	Polk	Complete	Cheryl Connor	863-298-4551
11/15/2009	3505308	Howell Branch Road @ SR 436	City of Winter Springs	\$439,263.83	Seminole	Complete	Jean Collock	407-665-5608
1/4/2009	3505309	SR 419 & Sherry Avenue	Nassau Airport C-120/C-130	\$64,301.00	Seminole	Complete	Brian Fields	407-327-7597
9/24/2009	3505310	Lynden Pindling Airport	City of Lake Mary	\$22,088,760.00	Nassau	Complete	Tom Roslewich	242-377-0209
10/29/2009	3505311	AAA - Lake Mary	City of Lake Mary	\$345,168.15	Seminole	Complete	Robert Pollock	407-896-5851

10/29/2009	3505312	CR 46 - AAA	City of Lake Mary	\$338,311.85	Seminole	Complete	Robert Pollock	407-896-5851
11/5/2009	3505313	Volusia County Zone 1	Volusia County	Blanket	Volusia	Complete	Pam Wilisky	386-626-6554
11/5/2009	3505314	Volusia County Zone 2	Volusia County	Blanket	Volusia	Complete	Pam Wilisky	386-626-6554
11/5/2009	3505315	Volusia County Zone 3	Volusia County	Blanket	Volusia	Complete	Pam Wilisky	386-626-6554
11/5/2009	3505316	Volusia County Zone 4	Volusia County	Blanket	Volusia	Complete	Pam Wilisky	386-626-6554
12/18/2009	3505317	Apopka Middle School	The Briar Team	\$155,545.95	Orange	Complete	Bobby Harrell	407-321-2773
10/19/2009	3505318	Mills Avenue	Kiewit	\$149,811.75	Orange	Complete	Adam Groulx	813-402-4600
10/19/2009	3505319	Osceola County Maintenance	Osceola County	Blanket	Osceola	0%	Felicia Holmes	407-742-0929
11/19/2010	3505320	Plant Street	City of WG - Dewitt Excavating	263,407.70	Orange	Complete	Bob Davila	407-656-1799
11/16/2010	3505321	A1A @ Dunlawton	Volusia County - Masci	14,795.70	Volusia	Complete	Leo Masci	386-322-4500
2/22/2010	3505322	Woodbury Road Extension	Orange County - Briar Team	422,475.91	Orange	Complete	Phil Hartmann	407-321-2773
6/8/2010	3505323	Palm Harbor Bridge	City of Palm Harbor-Intron Tech	27,097.45	Flagler	Complete	Rob Walker	904-731-1445
6/20/2010	3505324	Dolinger Place Improvements	Seminole County Port Authority	207,732.50	Seminole	Complete	Andrew Van Gaale	407-322-4798
7/19/2010	3505325	East Bay Street	Orange Cnty-Tony's Construction	160,756.55	Orange	Complete	George	407-963-2916
7/23/2010	3505326	Barnett Park	Orange Cnty-Stage Door II	65,299.15	Orange	Complete	Pete Piacente	407-587-2918
9/28/2010	3505327	Volusia County Resurfacing	Volusia C-1409 ITB 10-B-103SR	2,660,673.75	Volusia	Complete	David Meeks	386-736-5935
1/4/2011	3505328	Canal Street	Volusia C-410777/411554	73,102.60	Volusia	Complete	Trey Sizemore	386-253-3963
1/30/2011	3505329	US27 Watermain Relocate	Town of Dundee	315,204.30	Polk	Complete	Andy Stewart	863-419-3100
2/11/2011	3505330	Lake Mary Blvd Rehabilitation	Seminole County	857,151.47	Seminole	Complete	Robert Pollock	407-896-5851
7/22/2011	3505331	Edgewater Storage & Pump Station	Masci - City of Edgewater	27,800.00	Volusia	Complete	Leo Masci	386-322-4500
8/17/2011	3505332	City of Eustis Stormwater	Masci - City of Eustis	81,314.92	Lake	Complete	Felicia Holmes	321-636-4734
10/10/2011	3505333	West Pine Street Parking Lot	Orange County - ABC Landclearing	115,599.00	Orange	0%	James Gaines	407-742-0929
10/25/2011	3505334	Osceola County Maintenance	Osceola County	Blanket	Osceola	Complete	John Garcia	407-265-9784
3/26/2012	3505335	Old Winter Garden @ Mission Rd	Orange County - Complog	112,897.21	Orange	Complete	Stephen Krug	407-905-3100
4/11/2012	3505336	Ocoee Pavring	City of Ocoee	292,026.60	Orange	Complete	Kevin Hare	321-436-1070
5/15/2012	3505337	Debary Resurfacing	City of Debary	365,193.44	Seminole	Complete	Burnt Patel	772-462-1700
5/16/2012	3200475	SLC Taxway C Improvements	St Lucie County	2,062,383.50	St Lucie	0%	Steven Mills	407-563-7900
6/21/2012	3505338	SR 429-CR43A Toll Plaza	Sema-OCEA 429-212A	118,375.72	Orange	98%	Cynthia Turner	407-825-3753
6/29/2012	3505339	OEa North Ramp Improvements	Greater Orlando Aviation Authority	866,496.75	Orange	Complete	Fran Bainbridge	352-726-3940
6/29/2012	3505340	H-188 Repairs Taxways J&F/J&L	Gilbs & Registrar	107,895.70	Orange	Complete	Christopher Kafer	772-226-1221
7/3/2012	3505341	W Southwood Subdivision	Pospiech Contracting	190,897.00	Orange	Complete	Dan Nodorf	407-894-7331
9/4/2012	3200498	27th Avenue (Osle Road to SR 60)	Indian River BOCC	1,243,157.53	Indian River	4%	Jerry Converse	772-228-7053
9/11/2012	3505342	OEa Flying School	Showalter Flying Services	21,287.42	Orange	Complete	Jay Samselle	386-446-6444
10/6/2012	3505343	2012 Sebastian Pymt Overlay	City of Sebastian	114,088.40	Indian River	0%		
10/9/2012	3505344	Flagler Airport S Entrance Road	SE Cilne Construction	186,525.51	Flagler	0%		
10/9/2012	3505345	CR 469	Sumter County		Sumter	0%		
10/9/2012	3505346	GOAA H-170	Greater Orlando Aviation Authority		Orange	0%		
10/9/2012	3505347	Orange County Yearly	Orange County Y12-1047-J12		Orange	0%	John Schmidt	407-836-5647

Total Municipality Work > \$50,000 over last 7 Years \$92,828,167.93

# Private Projects > \$50,000

Date	Project Number	Project Name	Contractor / Owner	Contract Amount	County	Work Status	Contact Name	Phone Number
1/9/2003	3505400	Town Center Office Building	D & S Land Development	\$76,425.30	Osceola	Complete	Doug Parrish	352-241-7006
2/4/2003	3505403	Wedgfield Phase IV "Meissner"	Meissner Construction Co. Inc.	\$91,300.00	Orange	Complete	Charles Meissner	407-568-4121
2/5/2003	3505404	Amsden Road & Benjamin Drive	Schuller Contractors	\$133,237.68	Volusia	Complete	Nick Mittello	407-855-5572
2/12/2003	3505406	Foundation Academy	CCI Site Development	\$67,724.70	Orange	Complete	Ken Realsander	407-323-0930
3/4/2003	3505409	East Lake Village	Statewide Engineering & Cont	\$53,675.00	Orange	Complete	Jody Caliguire	863-665-6069
3/11/2003	3505410	Windsor Estates	D & S Land Development	\$58,481.25	Polk	Complete	Doug Parrish	352-241-7006
3/21/2003	3505413	Westfield Subdivision	T.D. Thompson	\$68,185.00	Orange	Complete	Tom Thompson	407-654-8388
3/25/2003	3505414	Alexandria Place	Remco Site Development	\$63,350.00	Orange	Complete	Mehrdad Moraci	407-839-0800
4/23/2003	3505417	Lake Monroe	Wal-Rose Inc.	\$113,482.25	Orange	Complete	Mehrdad Moraci	407-328-9999
4/28/2003	3505419	Venetian Bay	Remco Construction	\$95,415.00	Seminole	Complete	Joe Grezelka	407-839-0800
5/8/2003	3505420	Disney Paving	American Paving	\$80,166.00	Osceola	Complete	Mehrdad Moraci	407-839-0800
5/22/2003	3505423	Cascades @ Isleworth	Southern Stework	\$172,336.50	Orange	Complete	Joe Doetsch	407-298-4920
7/28/2003	3505427	Florida Power & Light	American Paving	\$57,360.00	Orange	Complete	Ron	813-788-6087
8/11/2003	3505429	Epcof Center Drive	Lewate Construction	\$149,679.71	Volusia	Complete	Joe Doetsch	407-298-4920
10/3/2003	3505430	Blount Ridge Road	Gibbs & Register	\$71,430.00	Orange	Complete	Keith Waugh	352-787-1616
10/3/2003	3505433	City of Winter Haven Central Ave	Gibbs & Register	\$71,430.00	Brevard	Complete	Woody Cheeseman	407-654-6133
10/24/2003	3505436	Mission Park	FE Development	\$124,016.70	Polk	Complete	Woody Cheeseman	407-654-6133
10/31/2003	3505440	Home Depot Kissimmee	Amrora Construction Company	\$56,090.00	Lake	Complete	Lee Bird	407-275-7802
11/5/2003	3505441	Orange Co Utilities Facility	American Paving	\$76,487.60	Orange	Complete	David Amore	813-246-4200
11/25/2003	3505443	FPL Sanford Plant	Florida Power & Light	\$210,170.90	Volusia	Complete	Nelson Duarte	467-298-4920
2/11/2004	3505448	Avalon Reserve	Statewide Engineering	\$77,000.00	Orange	Complete	Ron Bloor	386-575-5176
2/26/2004	3505449	Twin Tower Hotel	American Paving	\$127,860.00	Orange	Complete	Jody Caliguire	863-665-6069
3/4/2004	3505450	Ridgecrest Loop & Crescent	Gibbs & Register	\$52,425.20	Orange	Complete	Nelson Duarte	467-298-4920
3/25/2004	3505451	East Coast Packing Turn Lanes	East Coast Brokers	\$110,350.15	Polk	Complete	Woody Cheeseman	407-654-6133
4/2/2004	3505452	Celebration Blvd	American Paving	\$86,925.00	Osceola	Complete	Nelson Duarte	467-298-4920
4/8/2004	3505453	Brighton Lakes Phase II	Palm Beach Grading Inc.	\$236,300.00	Osceola	Complete	Jody Caliguire	863-665-6069
4/8/2004	3505454	Deer Park Fill Sales	Palm Beach Grading Inc.	\$2,025,000.00	Brevard	Complete	Jody Caliguire	863-665-6069
5/6/2004	3505455	Walk-about-golf Pod #9	FDOT	\$74,019.40	Brevard	Complete	Jody Caliguire	863-665-6069
5/26/2004	3505457	Grand Cypress Resort	Grand Cypress Resort	\$91,029.07	Brevard	Complete	Jody Caliguire	863-665-6069
7/21/2004	3505460	Resivour Road Port Orange	PBG of Central Florida	\$157,751.25	Volusia	Complete	Jody Caliguire	863-665-6069
9/24/2004	3505461	Walk A About Golf Roadways	PBG of Central Florida	\$161,525.00	Brevard	Complete	Jody Caliguire	407-277-5247
9/30/2004	3505462	Moss Road/SR 419 Intersection	PBG of Central Florida	\$86,290.95	Orange	Complete	Dan Phillips	352-858-2381
10/13/2004	3505463	Florida Auto Auction	Allstate Paving	\$71,100.00	Orange	Complete	Tom Thompson	407-654-8388
10/18/2004	3505464	Windstone @ Ocoee Phase II	Cortech Construction Group	\$51,180.00	Orange	Complete	Jody Caliguire	863-665-6069
11/4/2004	3505465	Central Recharge Wellfield Phil	PBG of Central Florida	\$80,240.00	Orange	Complete	Jody Caliguire	863-665-6069
11/11/2004	3505467	Lake Roothelle Subdivision (offsite)	D. Magness	\$50,623.00	Polk	Complete	Dave Magness	863-668-9156
12/4/2004	3505468	Terrace @ Town Centre	PBG Grading of Central Florida	\$159,282.35	Seminole	Complete	Jody Caliguire	863-665-6069
12/16/2004	3505469	Middle School - DD Heathrow	P B G of Central Florida	\$152,270.00	Osceola	Complete	Bear Newman	407-239-4565
1/21/2005	3505470	North Shore Village Phase I	P B G of Central Florida	\$146,160.00	Orange	Complete	Jody Caliguire	863-665-6069
1/21/2005	3505471	Various Landng	The World of Disney	\$346,008.10	Orange	Complete	Richard Goss	863-665-6069
2/7/2005	3505473	Lockhead Martin Site Security	Gibbs & Register	\$98,367.25	Orange	Complete	Woody Cheeseman	407-828-2205
5/2/2005	3505476	Maguire Road & Park Ridge	Gibbs & Register	\$82,700.50	Orange	Complete	Woody Cheeseman	407-654-6133
5/9/2005	3505477	Southern Wine & Spirit Warehouse	CDS Steworks	\$710,925.25	Polk	Complete	Bear Newman	407-239-4565
5/11/2005	3505478	Woodlawn Cemetery Road	Maxwell Contracting	\$57,260.00	Orange	Complete	Bryan Maxwell	321-632-8810
5/20/2005	3505479	Disney CO # 1& 2	Wait Disney World	\$188,066.00	Orange	Complete	Richard Goss	407-828-2205
7/20/2005	3505482	Camelot/Waterford Relief Elementan	Gibbs & Register	\$103,184.11	Orange	Complete	Woody Cheeseman	407-654-6133

9/7/2005	3505488	SR 438 Silver Star Road	Gibbs & Register	\$66,762.50	Orange	Complete	Woody Cheeseman	407-654-6133
9/19/2005	3505489	Villa Capri	Mercor Construction	\$118,179.50	Orange	Complete	Mehrad Moradi	407-260-6710
10/7/2005	3505491	Burches Quarters	Cathcart Contracting Company	\$106,672.54	Orange	Complete	Jeff Iweil	407-629-2900
11/29/2005	3505492	South Peninsula	Danella Companies	\$370,015.00	Volusia	Complete	Dan Hendley	954-691-8876
12/12/2005	3505493	Arbor Woods	Champion of Central Florida	\$53,333.20	Brevard	Complete	John Hardy	321-726-9100
1/10/2006	3505494	Bonnieville Elementary School	Mercor Construction	\$106,362.50	Orange	Complete	Mehrad Moradi	407-260-6710
1/26/2006	3505496	Old Key West	Disney	\$309,170.00	Orange	Complete	Richard Goss	407-828-2205
1/27/2006	3505497	Hidden Forest	Central Site Development	\$127,345.85	Lake	Complete	Jody Caliguire	863-665-6069
1/30/2006	3505498	Retreat Townhomes	Central Site Development	\$83,948.45	Lake	Complete	Jody Caliguire	863-665-6069
1/30/2006	3505499	Serinity Townhomes	Central Site Development	\$14,956.30	Lake	Complete	Jody Caliguire	863-665-6069
2/17/2006	3505502	Stonewall Jackson Middle School	CDS Sitemwork	\$79,261.00	Orange	Complete	Bear Newman	407-239-4565
3/6/2006	3505503	Ropper Road @ CR 535	TD Thompson	\$68,290.00	Orange	Complete	Tom Thompson	407-654-8388
3/8/2006	3505504	South Park	TD Thompson	\$56,788.80	Orange	Complete	Tom Thompson	407-654-8388
3/8/2006	3505505	Heninger Estates	TD Thompson	\$30,971.00	Orange	Complete	Tom Thompson	407-654-8388
4/24/2006	3505507	Lizzia Road/Poinciana Turnlane	K B Homes	\$1,416,630.97	Osceola	Complete	Tom Thompson	407-654-8388
4/24/2006	3505508	Hamock Trail Turnlane	K B Homes	\$567,255.80	Osceola	Complete	Kyle Nicholson	321-354-2569
6/14/2006	3505511	SR 423 Turnlane	Gibbs & Register	\$52,530.50	Osceola	Complete	Kyle Nicholson	321-354-2569
7/25/2006	3505515	Bella Collina Club	Johnson Bros	\$156,699.00	Orange	Complete	Roy Schultz	407-654-6133
8/2/2006	3505518	Ustler Road/Walsh Road	Perr Builders	\$132,488.25	Orange	Complete	Erik Johnson	407-467-1084
8/12/2006	3505519	Disney Paving 2006 Phase II	Disney	\$887,191.00	Orange	Complete	Joe Perri	407-292-2128
8/12/2006	3505520	Buck Eye Trace	K. Meadows Construction	\$119,361.30	Orange	Complete	Richard Goss	407-828-2205
9/1/06	3505523	Young Pine Rd & Curry Ford Rd	Mercor Construction	\$56,035.00	Orange	Complete	Ken Meadow	863-665-0409
11/15/2006	3505524	Disney Paving Phase I (2007)	Disney	\$585,678.20	Orange	Complete	Mehrad Moradi	407-260-6710
11/14/2006	3505525	Plant Street & Story Road	City of Winter Garden	\$54,927.00	Orange	Complete	Richard Goss	407-828-2205
12/18/2006	3505526	Lake Cecile Homes	Earthmovers	\$52,000.00	Osceola	Complete	Dennis Duckwiler	407-656-2256
12/5/2006	3505527	Lowes Disney west	CDS Site Development	\$807,570.00	Orange	Complete	Jody Caliguire	863-665-6069
1/16/2007	3505528	Columbia Elem School	CDS Site Development	\$245,156.00	Orange	Complete	Greg Forman	352-236-1400
1/25/2007	3505529	World Quest Resort Phase II	Thad Construction	\$82,748.00	Orange	Complete	Tyson Snyder	407-239-4565
1/14/2007	3505530	A1A Streetscape	Disney	\$287,683.00	Volusia	Complete	Dick Sizemore	386-253-3963
2/20/2007	3505533	Disney Paving 07 Phase II	The Redland Company	\$237,751.00	Orange	Complete	Richard Goss	407-828-8805
3/19/2007	3505536	Dr Phillips Landing	Jim's Logging & Landclearing	\$177,282.00	Orange	Complete	Eric Miller	305-248-5018
3/19/2007	3505537	Home Depot @ Golden Rod Road	TD Thompson	\$349,701.50	Orange	Complete	Larry Morris	352-603-0034
3/22/2007	3505538	Lake Roberts Landing	Southland Construction, Inc.	\$114,000.00	Orange	Complete	Tom Thompson	407-654-8388
4/11/2007	3505541	SR 15 @ Narcoossee Road	TD Thompson	\$562,929.30	Orange	Complete	Ben White	407-889-9844
4/16/2007	3505542	West Orange Business Center	Hall Company	\$135,162.00	Orange	Complete	Tom Thompson	407-654-8388
5/7/2007	3505544	Harley Strickland Blvd	Jim's Logging & Landclearing	\$152,198.20	Brevard	Complete	Rosalyn Colondres	407-327-4930
5/8/2007	3505545	Home Depot Titusville	Central Site Development, LLC	\$368,745.80	Orange	Complete	Larry Morris	352-603-0034
5/11/2007	3505546	Southpark Business Center	Midcreek Drive	\$132,050.00	Orange	Complete	Jody Caliguire	863-665-6069
5/22/2007	3505547	Disney	Central Site Development, LLC	\$72,527.00	Orange	Complete	Richard Goss	863-665-6069
5/23/2007	3505548	Hidden Forest Subdivision	Central Site Development, LLC	\$71,648.75	Seminole	Complete	Jody Caliguire	407-828-8805
5/23/2007	3505550	Serenity Townhomes	Central Site Development, LLC	\$64,710.50	Orange	Complete	Jody Caliguire	863-665-6069
5/30/2007	3505551	Brighton Landings Phase II	Palm Beach Grading	\$63,546.25	Orange	Complete	Mike Jackson	561-842-9551
6/12/2007	3505556	Lake County Elementary School I	CDS Sitemwork	\$108,328.30	Lake	Complete	Jim Vanlandegend	407-891-0700
6/15/2007	3505558	Crowtree Lakes Apts	Alstate Paving	\$304,696.40	Orange	Complete	Tyson Snyder	407-239-4565
6/19/2007	3505559	Hilliard Isle @ Boggy Creek	Mercor Construction	\$62,100.00	Orange	Complete	Tammy Davis	407-277-5247
6/28/2007	3505562	Shenandoah Elementary School	Master Site Development	\$137,290.55	Seminole	Complete	Mehrad Moradi	407-260-6710
6/29/2007	3505563	Lizzia Brown/Poinciana Blvd	Guettler Bros Construction	\$107,112.00	Osceola	Complete	Ben Guettler	407-891-0700
7/30/2007	3505566	Port Orange Plantation Phase 2	Mercor	\$103,380.00	Volusia	Complete	Mehrad Moradi	407-260-6710
8/15/2007	3505567	Elementary School K	Walt Disney World	\$233,984.30	Orange	Complete	Richard Goss	407-828-8805
8/31/2007	3505568	Bonnet Creek Road	PBG of Central Florida, Inc.	\$108,096.15	Orange	Complete	Mike Jackson	561-842-9551
9/5/2007	3505569	Eunice Avenue-Shader Road						

10/17/2007	3505574	Oviedo Office Park	CDS Sitemwork & Trucking	\$86,376.00	Seminole	Complete	Tyson Snyder	407-239-4565
3/18/2008	3505578	Pik N Run	CDS Sitemwork & Trucking	\$127,075.00	Orange	Complete	Tyson Snyder	407-239-4565
3/21/2008	3505579	Green Valley Estates	Vision Outdoor	\$27,300.00	Lake	Complete	Mike Griner	352-429-4402
4/10/2008	3505580	Fuller Cross Road	Tri-State Asphalt Corp	\$31,382.40	Orange	Complete	Thomas Paquette	352-728-2894
6/13/2008	3505582	Andros Isle	White's Site Development	\$62,212.45	Volusia	Complete	Joe DeCesare	407-302-1549
7/10/2008	3505583	Middle School DD	White's Site Development	\$95,187.85	Volusia	Complete	Joe DeCesare	407-302-1549
7/25/2008	3505584	Seminole High School	Marcos Construction	\$21,990.00	Seminole	Complete	Merhad Moradi	407-260-6710
7/30/2008	3505585	Fort Wilderness	Johnson Bros	\$14,732.50	Orange	Complete	Reed Shade	407-248-9208
8/11/2008	3505586	Pennbrooke Subdivision	Tri-State Asphalt Corp	\$90,600.00	Lake	Complete	Shane Retter	352-728-2894
9/4/2008	3505587	9th Street Repair	T D Thomson	\$21,500.00	Orange	Complete	Tommy Thomson	407-654-8388
9/9/2008	3505588	Disney Lights, Motor, Action	Wait Disney World	\$175,009.00	Orange	Complete	Richard Goss	407-828-2205
9/10/2008	3505589	Oakbrook Phase 2	RA Scott Construction	\$146,830.50	Volusia	Complete	Mark Scott	386-238-1234
9/18/2008	3505590	McRae Avenue	Emerald Utilities & Site	\$28,500.00	Orange	Complete	Doug Severance	407-522-4840
10/1/2008	3505591	Home Depot Daytona Beach	RW Smith Company	\$616,070.60	Volusia	Complete	Mike Shepard	770-985-0412
1/19/2009	3505593	Lockheed Martin Loop Road	Champion Contracting	\$74,110.65	Orange	Complete	Chris Champion	321-726-9100
10/15/2008	3505594	Lockheed Martin Off Road	Champion Contracting	\$47,182.70	Orange	Complete	Chris Champion	321-726-9100
10/15/2008	3505595	Lockheed Martin Off Ramp	Champion Contracting	\$74,270.48	Orange	Complete	Yvonne Cook	321-726-9100
11/3/2009	3505596	Highland Lakes Center	Simon Malls	\$81,100.00	Orange	Complete	Bern White	407-737-2866
11/11/2008	3505597	Ronald Reagan & Sr 436	Southland Construction, Inc.	\$75,126.68	Orange	Complete	Phillip Beede	407-889-9844
12/15/2008	3505598	Taylor Road Improvements	Blacktop by Beede	\$82,920.40	Volusia	Complete	Mark Sowards	386-547-3901
12/22/2008	3505599	Pavilion @ Port Orange	Westwind Contracting	\$1,337,736.78	Volusia	Complete	James Decker	904-545-4689
1/22/2009	3505600	BP 409	PCL Construction	\$1,478,110.00	Volusia	Complete	Richard Goss	407-825-2205
1/26/2009	3505601	Disney Paving & Overlay	Wait Disney World	\$64,196.00	Orange	Complete	Richard Goss	407-828-2205
1/28/2009	3505602	New Life Presbyterian Church	Boykin Construction	\$18,885.10	Lake	Complete	Jimmy Conrad	352-394-5993
3/25/2009	3505603	Disney Treehouse	Boebuck Construction	\$63,977.50	Orange	Complete	Donny Roebuck	386-668-7494
3/25/2009	3505604	S Williamson Deficiency Repairs	Blacktop by Beede	\$32,835.00	Volusia	Complete	Phillip Beede	386-547-3901
3/25/2009	3505605	Saratoga Springs	Roebuck Construction	\$755.00	Orange	Complete	Donny Roebuck	386-668-7494
4/16/2009	3505606	Apostolic Church of Jesus	Southern Design Consultants	\$58,339.20	Orange	Complete	Tom McNamara	407-856-1911
4/21/2009	3505607	Seminole College Loop Road	Catholic Contracting Company	\$512,813.30	Seminole	Complete	Shawn Kennedy	407-629-2900
5/22/2009	3505608	USPS Occoe	C&C Site Development	\$79,712.45	Orange	Cancelled	Ray	407-688-2657
6/1/2009	3505609	Weller Blvd	The Briar Team	\$73,035.60	Orange	Complete	Beth Still	407-321-2773
6/11/2009	3505610	Poinciana Roadway Repair	Stately Contractors	\$67,316.04	Orange	Complete	Bruce Strubel	941-756-4700
6/16/2009	3505611	ALDI Store # 75 Cocoa	Laser Underground Utilities	\$66,322.00	Osceola	Complete	Neal Jefferson	321-751-0006
6/17/2009	3505612	Robinswood Middle School	Sitek Corporation	\$78,943.65	Brevard	Complete	Joe Fard	407-898-9706
6/22/2009	3505613	Moss Park Boat Ramp	Construct Co., Inc.	\$40,545.00	Orange	Cancelled	Micha Johnson	407-262-5340
6/24/2009	3505614	Debary Villas	Masci Corporation	\$9,695.00	Volusia	Complete	Leo Masci	386-322-4500
6/25/2009	3505615	East Orlando Medical	Roebuck Construction	\$39,106.50	Orange	Complete	Matt Knox	386-688-7494
6/29/2009	3505616	OSIA Demo Milling	White's Site Development	\$3,750.00	Orange	Complete	Joe DeCesare	407-302-1549
7/16/2009	3505617	Pavilion Offsite	Westwind Contracting	\$453,910.00	Seminole	Complete	Mark Sowards	904-545-4689
8/12/2009	3505618	Secret Lake Condos	Central Site Development	\$199,959.88	Osceola	Complete	Jody Calligaris	883-665-6069
8/13/2009	3505619	Markham Woods Gravity Wall	Southland Construction, Inc.	\$14,523.60	Seminole	Complete	Ben White	407-889-9844
9/24/2009	3505620	School DDD	Hall Company	\$379,984.75	Volusia	Complete	Bobbi Gwise	407-327-4930
9/29/2009	3505623	Bronsons Landing	Centerline Homes	\$127,875.00	Orange	Complete	Nick Gluckman	407-898-2008
10/14/2009	3505624	Westmere HOA	Westmere HOA	\$375,057.50	Orange	Complete	Fred Bonham	321-251-6163
3/5/2010	3505626	Zellwood Station	Zellwood Station	\$187,474.00	Orange	Complete	Mike Wetzel	352-636-8172
3/22/2010	3505627	Citrus Village	Citrus Village HOA	\$6,875.00	Orange	Complete	Lester Snyder	407-889-3513
5/17/2010	3505628	Central FL Mechanical App	Central FL Mechanical App	\$24,816.00	Orange	Complete	John Skryna	407-877-7934
6/28/2010	3505629	Interlachen Country Club	Interlachen Country Club	\$173,148.90	Orange	Complete	Jeff Hartigan	407-657-0850
8/10/2010	3505630	Disney Art of Animation Resort	Emerald Utilities & Site	\$1,002,625.10	Orange	Complete	Vishaan Lutchman	407-522-4840
11/1/2010	3505631	Disney Property Wide 2011	Disney	\$1,232,364.00	Orange	Complete	Mary Lynn Netzel	407-828-1309
11/3/2010	3505632	S Orange Streetscape	Masci Corporation	\$50,260.00	Volusia	Complete	Leo Masci	386-322-4500

1/13/2010	35056633	Mary Avenue Streetscape	Masci Corporation	\$56,356.00	Volusia	Complete	Leo Masci	386-322-4500
11/3/2010	35056634	CDBG 09 Force Main	Masci Corporation	\$155,150.00	Flagler	Complete	Leo Masci	386-322-4500
3/23/2011	35056635	AT&T Manhole Repair	The Johnston Trust	\$34,087.50	Orange	Complete	Gary Carter	813-949-3657
5/15/2011	35056636	Bahamas Airport Gateway	CCA Civil Bahamas, LTD	\$1,508,162.40	Bahamas	Complete	George Chen	242-359-1829
10/12/2011	35056637	Lake Apopka Connector Trail	Complog	\$25,952.16	Orange	Complete	John Garcia	321-377-7629
1/5/2012	35056638	ESPN Wide World of Sports	Phillips and Jordan	\$20,091.00	Orange	Complete	Art Phelps	813-783-1132
1/6/2012	35056639	Laureate Blvd East	The Briar Team	\$111,751.50	Orange	Complete	Bob Harrell	407-321-2773
2/9/2012	35056640	Lake Nona VAMC Access Road	The Briar Team	\$44,578.40	Orange	Complete	Bob Harrell	407-321-2773
2/9/2012	32004660	Le Mer Condos	The Continental Group	\$44,555.05	Indian River	Complete	Debbie Jones	772-562-9031
3/2/2012	32004655	I-95 Emergence Repair	FDOT E4N08 419199 1 72 06	\$72,185.00	Martin	Complete	William Medford	772-465-7396
3/26/2012	32004651	B & W Gowers Packing House	Jobear/Warden Construction	\$236,026.10	Indian River	Complete	Rob Beatty	321-723-3571
4/11/2012	32004666	Georgetown @ Heritage Ridge	Pav-Co Contracting	\$43,050.00	Martin	Complete	Bill Carpio	772-286-7385
4/13/2012	35056642	Spruce Creek Fly In	Asphalt Paving Systems	\$236,525.00	Volusia	Complete	Tommy Donald	813-455-2469
4/23/2012	32004668	Cross Creek Lake Estates	Cathco	\$83,220.00	Indian River	Complete	Matthew Eisert	772-562-8814
5/25/2012	32004685	Island Creek Road - Johns Island	Kempfs Site Development	\$83,000.00	Indian River	Complete	Dennis Kempf	772-569-4827
6/11/2012	32004688	Orchid Island Seaspray Lane	Orchid Island Golf & Beach Comm	\$43,493.50	Indian River	Complete	Larry Hoffman	772-581-0310
6/26/2012	3200491	Trillum Street Paving	Perry Asphalt Maintenance	\$163,530.30	Indian River	Complete	Wayne Perry	772-567-5001
6/29/2012	3200474	Palm Bay Fire Station	Laser Underground Utilities	\$34,539.75	Brevard	Complete		
7/2/2012	3200480	Vista Royale Paving	Vista Royale Association	\$285,025.90	Indian River	Complete	John Lang	772-770-1093
9/26/2012	35056643	Hobby Lobby	Dewitt Excavating	\$123,850.20	Lake	0%	Jimmy Natress	407-656-1799
9/26/2012	35056644	South Lake Hospital Pad G	Dewitt Excavating	\$18,216.00	Lake	0%	Jimmy Natress	407-656-1799
9/26/2012	35056645	21st Street Paving	Kempfs Site Development	\$18,612.00	St Lucie	0%	Dennis Kempf	772-569-4827

Total Private Work > \$50,000 over last 7 Years \$33,987,758.45

Total Work > \$50,000 over last 7 Years \$ 691,738,787

**CHECKLIST**  
**BID # 20130013**  
**St. Lucie West Blvd. Milling & Resurfacing**  
**Peacock Blvd. to the west bridge approach of the Florida Turnpike**

Name of Bidder: Ranger Construction End Inc.

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

- Bid Reply Sheet #20130013 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 within five (5) business days after the opening or the bid will be considered non-responsive.
- 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 #20130013.
- Required W-9 as per Section 1.25.1 uploaded to Demandstar.
- Proposed Project Schedule uploaded to Demandstar with the Proposer's Questionnaire.
- 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; 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.
- 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\***

**E-BID TABULATION REPORT**  
**ST. LUCIE WEST BLVD. - MILLING & RESURFACING**  
**PEACOCK BLVD. TO THE WEST BRIDGE APPROACH OF THE FLORIDA TURNPIKE**  
 Opened: December 7, 2012 - 9:00 AM

Item No.	Revised Schedule "A" - Description	Units	Quantity	Ranger Construction		Community Asphalt		JW Cheatham		Dickerson Florida		Lawrence-Lynch Corp	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Indemnification Fee	LS	1	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
2	101-1 Mobilization	LS	1	\$ 4,250.00	\$ 4,250.00	\$ 5,199.59	\$ 5,199.59	\$ 92,690.00	\$ 92,690.00	\$ 18,000.00	\$ 18,000.00	\$ 125,000.00	\$ 125,000.00
3	102-1 Maintenance of Traffic	LS	1	\$ 77,600.00	\$ 77,600.00	\$ 56,065.25	\$ 56,065.25	\$ 198,788.00	\$ 198,788.00	\$ 135,000.00	\$ 135,000.00	\$ 56,705.00	\$ 56,705.00
4	104-2 NPDES Compliance	LS	1	\$ 272.00	\$ 272.00	\$ 4,159.68	\$ 4,159.68	\$ 4,310.00	\$ 4,310.00	\$ 400.00	\$ 400.00	\$ 5,500.00	\$ 5,500.00
5	327-70-1 Milling Existing Asphalt, 1"	SY	108,978	\$ 0.95	\$ 103,529.10	\$ 1.01	\$ 110,067.78	\$ 1.25	\$ 136,222.50	\$ 1.20	\$ 130,773.60	\$ 1.35	\$ 147,120.30
6	334-1 Superpave Asphalt Concrete SP-9.5 1 1/4" (including tack coat per FDOT Specs 300)	TN	8,294.5	\$ 81.65	\$ 677,245.93	\$ 101.70	\$ 843,550.65	\$ 74.40	\$ 617,110.80	\$ 93.00	\$ 771,388.50	\$ 98.80	\$ 819,496.60
7	339-1 Asphalt Base Repair Allowance (SP-12.5)	TN	1,500	\$ 104.00	\$ 156,000.00	\$ 106.24	\$ 159,360.00	\$ 101.00	\$ 151,500.00	\$ 122.00	\$ 183,000.00	\$ 115.00	\$ 172,500.00
8	706-3 Retro-Reflective Pavement Markers, amber	EA	710	\$ 2.90	\$ 2,059.00	\$ 3.15	\$ 2,236.50	\$ 2.80	\$ 1,988.00	\$ 3.00	\$ 2,130.00	\$ 3.00	\$ 2,130.00
9	706-3 Retro-Reflective Pavement Markers, white/red	EA	1,225	\$ 2.90	\$ 3,552.50	\$ 3.15	\$ 3,858.75	\$ 2.80	\$ 3,430.00	\$ 3.00	\$ 3,675.00	\$ 3.00	\$ 3,675.00
10	710-11-111 Painted Pavement Marking Std, White, Solid, 6"	LF	16,260	\$ 0.15	\$ 2,439.00	\$ 0.19	\$ 3,089.40	\$ 0.15	\$ 2,439.00	\$ 0.15	\$ 2,439.00	\$ 1.50	\$ 24,390.00
11	710-11-123 Painted Pavement Marking , Std, White, Solid, 12"	LF	10,666	\$ 0.50	\$ 5,333.00	\$ 0.53	\$ 5,652.98	\$ 0.47	\$ 5,013.02	\$ 0.50	\$ 5,333.00	\$ 0.55	\$ 5,866.30
12	710-11-123 Painted Pavement Marking , Std, White, Solid, 18"	LF	400	\$ 0.75	\$ 300.00	\$ 0.84	\$ 336.00	\$ 0.70	\$ 280.00	\$ 0.75	\$ 300.00	\$ 0.75	\$ 300.00
13	710-11-125 Painted Pavement Marking ,Std, White, Solid, 24"	LF	2,804	\$ 1.15	\$ 3,224.60	\$ 1.21	\$ 3,392.84	\$ 1.10	\$ 3,084.40	\$ 1.25	\$ 3,505.00	\$ 1.15	\$ 3,224.60
14	710-11-131 Painted Pavement Marking Std, White, Skip, 6"	LF	3,810	\$ 0.20	\$ 762.00	\$ 0.19	\$ 723.90	\$ 0.18	\$ 685.80	\$ 0.20	\$ 762.00	\$ 0.20	\$ 762.00
15	0710-11-160 Painted Pavement Marking , Std, White, Message (Intersection Id #)	EA	3	\$ 76.30	\$ 228.90	\$ 68.28	\$ 204.84	\$ 73.00	\$ 219.00	\$ 78.00	\$ 234.00	\$ 85.00	\$ 255.00
16	710-11-160 Painted Pavement Marking , Std, White, Message (Only)	EA	20	\$ 38.15	\$ 763.00	\$ 42.01	\$ 840.20	\$ 36.00	\$ 720.00	\$ 39.00	\$ 780.00	\$ 50.00	\$ 1,000.00
17	710-11-170 Painted Pavement Marking , Std, White, Arrow	EA	191	\$ 15.25	\$ 2,912.75	\$ 21.01	\$ 4,012.91	\$ 14.60	\$ 2,788.60	\$ 15.50	\$ 2,960.50	\$ 16.00	\$ 3,056.00
18	710-11-180 Painted Pavement Marking , Std, White, Yield Line (12" x 18")	EA	16	\$ 2.20	\$ 35.20	\$ 1.58	\$ 25.28	\$ 2.10	\$ 33.60	\$ 2.25	\$ 36.00	\$ 2.20	\$ 35.20
19	710-11-211 Painted Pavement Marking Std, Yellow, Solid, 6"	LF	10,660	\$ 0.15	\$ 1,599.00	\$ 0.19	\$ 2,025.40	\$ 0.15	\$ 1,599.00	\$ 0.15	\$ 1,599.00	\$ 1.50	\$ 15,990.00
20	710-11-224 Painted Pavement Marking, Std, Yellow, Solid, 18"	LF	150	\$ 0.75	\$ 112.50	\$ 0.84	\$ 126.00	\$ 0.70	\$ 105.00	\$ 0.75	\$ 112.50	\$ 0.75	\$ 112.50
21	710-11-231 Painted Pavement Marking Std, Yellow, Skip, 6"	LF	450	\$ 0.20	\$ 90.00	\$ 0.19	\$ 85.50	\$ 0.18	\$ 81.00	\$ 0.20	\$ 90.00	\$ 0.22	\$ 99.00
22	334 Geotechnical Density Testing	LS	1	\$ 12,300.00	\$ 12,300.00	\$ 8,739.51	\$ 8,739.51	\$ 5,200.00	\$ 5,200.00	\$ 10.00	\$ 10.00	\$ 15,000.00	\$ 15,000.00
<b>TOTAL BASE BID</b>					<b>\$ 1,054,618.48</b>		<b>\$ 1,213,762.96</b>		<b>\$ 1,228,297.72</b>		<b>\$ 1,262,538.10</b>		<b>\$ 1,402,227.50</b>
<b>Optional Line Item</b>													
22	341-70 Petromat or approved Equal	SY	57,600	\$ 1.05	\$ 60,480.00	\$ 3.61	\$ 207,936.00	\$ 2.12	\$ 122,112.00	\$ 2.50	\$ 144,000.00	\$ 3.65	\$ 210,240.00

1	Acknowledged all Addenda.	Yes		Yes		Yes		Yes		Yes		Yes
2	Submitted original Bid Bond.	Yes		Yes		No - Copy only						
3	Submitted Certificate of Insurance.	Yes		Yes		Yes		Yes		Yes		Yes
4	Submitted all required forms.	Yes		Yes		Yes		Yes		Yes		Yes
5	Submitted Licenses to perform work.	Yes		Yes		Yes		Yes		Yes		Yes
6	Accepts Visa.	No		No		No		No		No		Yes
7	Discount using Visa.	N/A		N/A		N/A		N/A		N/A		0%
8	Submitted subcontractor list.	Yes		Yes		Yes		Yes		Yes		No
9	Submitted W-9 form.	Yes		Yes		Yes		Yes		Yes		Yes
10	Submitted a Project Schedule.	Yes		Yes		Yes		Yes		Yes		Yes
11	Submitted the Questionnaire.	Yes		Yes		Yes		Yes		Yes		Yes
12	Contractor is certified by FDOT for this tupe of work.	Yes		Yes		Not provided		Yes		Yes		Yes
13	Number of calendar days to complete the work.	45 days		45 days		75 days		45 days		45 days		45 days