

CONTRACT

THIS CONTRACT, made this 20th day of October, 2020, between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, hereinafter called the "COUNTY", and **PAVEMENT TECHNOLOGY, INC.**, or his, its or their successors, executors, administrators, and assigns hereinafter called the "CONTRACTOR":

WITNESSETH:

1. **PURPOSE**

That Contractor agrees with County, for the consideration herein mentioned, at his, its or their own proper cost and expense to do all the Work and furnish all the materials, equipment, supplies, and labor necessary to carry out this Contract in the manner and to the full extent as set forth in the Contract Documents, and to the satisfaction of the duly authorized representatives of St. Lucie County, who shall have at all times full opportunity to inspect the materials to be furnished and the Work to be done under this Contract.

2. **GENERAL DESCRIPTION OF WORK**

It is agreed that the Work to be done under this Contract is: Roadway **Surfacing, Reconstruction, and Preservation** (Group A and only 335-3A of C) as further described in St. Lucie County **Bid No. 20-062**, made a part hereof by this reference.

3. **PROJECT MANAGER**

The Project Manager for the County is Shannon Mieras at (772) 462-1813. The Project Manager for the Contractor is Chris Evans at (727) 638-1699.

The parties shall direct all matters arising in connection with the performance of this Contract, other than invoices and notices, to the attention of the Project Managers for attempted resolution or action. Except as otherwise provided for in this Contract, the Project Managers shall be responsible for overall resolution or action. The Project Managers shall be responsible for overall coordination and oversight relating to the performance of this Contract. The Project Manager, however, has no authority to approve or execute Change Order Work except as set forth in the County Purchasing Manual.

The Contractor shall keep during the term of this Contract a competent Project Manager, any necessary assistants, all satisfactory to the County's Project Manager. The Contractor, as soon as possible after the award of the contract, but prior to the Notice-to-Proceed, shall furnish in writing to the County's Project manager the name and qualifications of the Project Manager who will be in charge of the project, along with the Project Manager's cell phone/direct connect number. The County's Project Manager may reply within fourteen (14) days to the contractor in writing stating whether he/she has an objection to the proposed Project Manager or requires additional time for review. The failure of the County's Project Manager to make objection to the Contractor's Project Manager within the fourteen (14) days of receipt shall constitute an acceptance of such Project Manager.

The Contractor shall not use a Project Manager to whom the County has made reasonable and timely objection. The Contractor shall not change their Project Manager without the County's consent. The County's Project Manager shall be able to reach the Contractor's Project Manager at their cell number at all hours. The Contractor shall give sufficient superintendence to the work using his best skill and attention. At any time the County's Project Manager, with or without cause, may request that the Contractor replace any individual with an individual acceptable to the County.

4. **CONTRACT DOCUMENTS**

The Contract Documents which comprise the Contract between the County and the Contractor are attached hereto and made part hereof and consist of the following:

- A. This Contract, consisting of pages 01 through 12 inclusive.
- B. Contractor's Bid and Bid Bonds, consisting of 15 pages.
- C. Bid Documents, consisting of:
 - Call for Bids, Instructions to bidders, and bid forms page 01 to 10, inclusive
 - Bid Forms, pages 11 to 15, inclusive
 - Specifications, pages 16 to 26, inclusive.
 - Attachments A, B, C and D, pages 27 to 32, inclusive
- D. Addendums No. 1 to 4
- D. Insurance Certificates which shall be provided by the Contractor, along with the return of an executed copy of this Contract.
- E. Any Modifications, including change orders, duly delivered after execution of this Contract.

Except for duly authorized and executed Modifications including but not limited to change orders and contract amendments, any conflict between the terms and conditions of this Contract and the terms and conditions of any of the other contract documents shall be interpreted in favor of this Contract.

5. **PERFORMANCE GUARANTY**

That Contractor guarantees to repair, replace or otherwise make good to the satisfaction of the County any defect in workmanship or material appearing in the Work; and further guarantees the successful performance of the Work for the service intended. Neither inspection nor payment, including final payment, by the County shall relieve the Contractor or its Surety from his or its obligations to do and complete the Work in accordance with this Contract. If the County deems it inexpedient to require the Contractor to correct deficient or defective Work, an equitable deduction from the contract price shall be made therefore or in the alternative, if the expense incurred by the County to correct deficient or defective Work exceeds the unpaid balance on this Contract, the Contractor shall pay the difference to the County. The liability of the Contractor and its surety or sureties for such payment is joint and several.

6. **PERFORMANCE BOND**

Contractor's Cash Performance Bond in the amount of \$5,000.00 must be paid to the County upon execution of the Contract: The Contractor's Cash Performance Bond will be held by St. Lucie County for the entire term of the contract. Should the Contractor fail to honor his obligations and the term and conditions set forth herein, contractor thereby will forfeit the entire performance bond. Additionally, if

the Contractor is declared to be in default by St. Lucie County, the contractor will thereby forfeit the entire performance bond.

7. **TERM**

The term of this Contract shall be for a period of two (2) years beginning on the date first written above. Upon mutual written agreement, this Contract may be extended for three (3) additional one-year renewal periods pursuant to the same terms and conditions.

8. **CONTRACT PAYMENT**

The County shall pay the Contractor for the performance of this Contract and completion of the project in accordance with the Contract Documents, subject to adjustment by change order, the total amount in current funds being pursuant to the unit pricing listed on the bid price schedule (Group A and only 335-3A of C).

This contract shall meet the definition of "Construction Services" as defined in F.S. §218.72. Contractor shall submit a payment application to the County's Project Manager. Payment to the Contractor shall be made within 20 business days of the County's receipt of the application. The County may reject the application in writing which shall specify the deficiency and the action necessary to correct the deficiency. Payment shall be due 10 days after the County's receipt of a corrected application, or if different, within such other period of time as defined by F.S. §218.735.

The County is exempt from the payment of Florida State Sales and Use Taxes. The County shall pay the Contractor through payments issued by the County Finance Department upon receipt of the certified invoice from the County Project Manager. The parties agree, however, that any payments withheld as liquidated damages or for any other reason allowed by this Contract, shall not be governed by the Florida Prompt Payment Act.

9. **SUBCONTRACTORS**

In the event Contractor requires the services of any subcontractor or professional associate in connection with the Work to be performed under this Contract, the Contractor shall secure the written approval of the County Project Manager before engaging such subcontractor or professional associate.

10. **AUDIT**

The Contractor agrees that the County or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Contract. The Contractor agrees that payment(s) made under this Contract shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Contract. The Contractor shall refund by check payable to the County the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

11. **PUBLIC RECORDS**

The Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Contract. Specifically, the Contractor shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in state law or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772)462-1441, BellamyS@stlucieco.org, COUNTY ATTORNEY'S OFFICE 2300 VIRGINIA AVENUE, FORT PIERCE, FL 34982

12. **GUARANTEE**

The Contractor guarantees to repair, replace or otherwise make good to the satisfaction of the County any defects in workmanship or material appearing in the work within one year after the day of the certificate for final performance of the work for the service intended. Contractor further guarantees the successful performance of the work for the service intended. Neither inspection nor payment, including final payment by the County shall relieve the Contractor from his or its obligations to do and complete the work in accordance with this contract. If the County deems it inexpedient to require the Contractor to correct deficient or defective materials or labor, an equitable deduction from the contract price shall be made therefore or in the alternative, the County may sue for damages. This guarantee is in addition to any other warranty available to the County for the Work including but not limited to manufacturers warranties.

13. **CONTRACTOR RESPONSIBILITY**

The Contractor is an independent contractor and is not an employee or agent of the County. Nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor, between the County and the Contractor, its employees, agents, subcontractors,

or assigns, during or after the performance of this Contract. The Contractor shall take the whole responsibility for the means, methods, techniques, sequences, and production of the Work.

The Contractor shall bear all losses resulting to him, or its, on account of the amount or character of the Work, or because of the nature of the ground beneath, in or on which the Work is done is different from what was assumed or expected, or because of bad weather, or because of errors or omissions in his or its bid on the Contract price, or except as otherwise provided in the Contract Documents because of any other causes whatsoever. Execution of this Contract by the Contractor is a representation that the Contractor has visited the site, has conducted a sufficient investigation of the surface and sub-surface conditions in order to submit its bid, has become familiar with the local conditions under which the Work is to be performed, and correlated personal observations with the requirements of the Contract Documents.

The Contractor shall protect the entire Work, all materials under the Contract and the County's property (including machinery and equipment) in, or on, or adjacent to the site of the Work until final completion and Work, from the action of the elements, acts of other contractors, or except as otherwise provided in the Contract Documents, and from any other causes whatsoever; should any damage occur by reason of any of the foregoing, the Contractor shall repair at his, or its, own expenses to the satisfaction of the County or its Project Manager. Neither the County nor its officers, employees or agents assume any responsibility for collection of indemnities or damages from any person or persons causing injury to the Work of the Contractor.

At his, or its expense, the Contractor shall take all necessary precautions (including without limitation) the furnishing of guards, fences, warnings signs, walks, flags, cables and lights for the safety of and the prevention of injury, loss and damage to persons and property (including without limitation) in the term persons, members of the public, the County and its employees and agents, the Project Manager and his employees, Contractor's employees, his or its subcontractors and their respective employees, other contractors, their subcontractors and respective employees, on, about or adjacent to the premises where said Work is being performed, and shall comply with all applicable provisions of safety laws, rules, ordinances, regulations and orders of duly constituted public authorities and building codes.

The Contractor assumes all risk of loss, damage and destruction to all of his or its materials, tools appliances and property of every description and that of his or its subcontractors and of their respective employees or agents, and injury to or death of the Contractor, his or its employees, subcontractors or their respective employees or agents, including legal fees, court costs or other legal expenses, arising out of or in connection with the performance of this Contract.

14. **INDEMNITY**

The Contractor shall indemnify and hold harmless the County and its officers, and employees, from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers and employees may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract. The Contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any

insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

15. **INSPECTION**

The project will be inspected by the Project Manager and will be rejected if it is not in conformity with the Contract provisions. Rejected Work will be immediately corrected by the Contractor. When the Work is substantially completed, the Contractor shall notify the County in writing that the Work shall be ready for final inspection on a definite date, at least three (3) calendar days thereafter, which shall be stated in such notice.

16. **INSURANCE**

Each such General Liability Certificate shall include the following wording: **"St. Lucie County, its officers, agents and employees are named as additional insured's with respect to the work performed under this contract for Roadway Surfacing, Reconstruction and Preservation, St. Lucie County Bid No. 20-062"**.

Commercial General Liability:

The Contractor shall maintain and, prior to commencement of this contract, provide the County with evidence of commercial general liability insurance to include: 1) premises for limits of not less than \$1,000,000 per occurrence; and 2) a general aggregate limit of not less than \$2,000,000. The policy shall also provide the County will be given a thirty (30) day written notice of cancellation or non-renewal and include County as an additional insured.

Business Automobile Liability:

The Contractor shall maintain and, prior to commencement of this contract, provide the County with evidence of business automobile liability insurance to include: 1) coverage for any automobile for limits of not less than \$1,000,000 combined single limit (bodily injury & property damage) per accident and 2) Personal Injury Protection (Florida no-fault) with full statutory limits. The policy shall also provide the County will be given a thirty (30) day written notice of cancellation or non-renewal and include County as an additional insured.

Workers' Compensation and Employers Liability:

The Contractor shall maintain and, prior to commence of this contract, provide the County with evidence of workers' compensation insurance providing Florida statutory (F.S. 440) limits to cover all employees and include Employers Liability coverage with limits of not less than \$500,000 for accidents or disease. The policy shall also provide the County will be given a thirty (30) day written notice of cancellation or non-renewal.

17. DEFAULT; TERMINATION

A. FOR CAUSE

If the Contractor fails to fulfill its obligations under this Contract in a timely and proper manner, the County shall have the right, but not the obligation, to terminate this Contract by giving written notice of any deficiency and by allowing the party in default seven (7) calendar days to correct the deficiency. If the Contractor fails to correct the deficiency within the seven calendar day period, this Contract shall terminate at the expiration of that time period.

With regard to the Contractor, the following items shall be considered a default under this Contract:

- (1) If the Contractor should be adjudged bankrupt, or if he, or it, should make a general assignment for the benefit of his, or its, creditors, or if a receiver should be appointed on account of his, or its, insolvency.
- (2) If the Contractor should refuse or fail, except in cases for which an extension of time is provided, to supply enough properly skilled workmen or proper material to meet the project schedule or if the Contractor should fail to make prompt payment for materials, or labor or other services entering into the Work.
- (3) If the Contractor disregards laws, ordinances, or the instructions of the Project Manager or otherwise be guilty of a substantial violation of the provisions of the Contract.
- (4) Fails to perform any of the terms of this Contract or performs work which fails to conform to the requirements of this Contract.

In the event of termination, the County may take possession of the premises and all materials, tools, and appliances, thereon and finish the Work by whatever method it may deem expedient. In such cases, the Contractor shall only be entitled to receive payment for Work satisfactorily completed prior to the termination date, subject to any setoffs due the County in completing the Project and for reimbursement of damages incurred. The County may take possession of and use any materials, plant, tools, equipment, and property of any kind furnished by Contractor to complete the Work. If the expense incurred by the County to finish the Work exceeds the unpaid balance on this Contract, the Contractor shall pay the difference to the County. The expense incurred by the County as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Project Manager. The Contractor shall be responsible for both liquidated damages attributable to delay and for excess completion costs. The liability of the Contractor and its surety or sureties for such damages and costs is joint and several. The obligations of the Contractor and his surety with respect to the warranty and maintenance shall remain in full force and effect for the portion of the Work completed by the Contractor and shall not expire until the expiration of the prescribed time period measured from the final acceptance of the project in its entirety. These clauses shall survive the termination of this Contract. If the County makes a determination pursuant to this Contract to hold the Contractor in default and terminate the Contract for cause and it is subsequently determined that any such determination was improper, unwarranted, or wrongful, then any such termination shall be deemed for all purposes as a termination without cause as described below. The Contractor agrees that it shall be entitled to no damages, allowances or expenses of any kind other than as provided in this Agreement in connection with such

termination, and does expressly waive, in the event of termination, any and all claims for consequential damages, loss of bonding capacity, destruction of business, unabsorbed home office overhead, lost profit and the like.

B. WITHOUT CAUSE

Either party may terminate the Contract without cause at any time upon thirty (30) calendar days prior written notice to the other party. In the event of termination, the County shall compensate the Contractor for all authorized work satisfactorily and responsibly completed through the termination date. Upon such termination, the Contractor waives any claims for damages from the termination without cause, including without limitation, any and all consequential claims as set forth above, and as the sole right and remedy of the Contractor, the County shall compensate the Contractor for all authorized Work satisfactorily and responsibly completed through the termination date.

C. SCRUTINIZED COMPANIES TERMINATION

The County may immediately terminate the Contract without cause at any time upon ascertaining that pursuant to § 287.135, Florida Statutes, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, or at any time thereafter, the company: (1) is on the Scrutinized Companies that Boycott Israel List, created pursuant to § 215.4725, Florida Statutes, or is engaged in a boycott of Israel; (2) is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to § 215.473, Florida Statutes; or (3) is engaged in business operations in Cuba or Syria. Furthermore, the County may immediately terminate the Contract if it is determined that the company submitted a false certification stating that it was not (1) on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel; (2) was not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (3) or was not engaged in business operations in Cuba or Syria when in fact the company was engaged in such activities at the time of the bid or proposal, or at the time of entering into or renewing the Contract.

18. NON DISCRIMINATION

Contractor covenants and agrees that Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of the Contract with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicaps (except where based on a bonafide occupational qualification); or because of marital status, race, color, religion, national origin or ancestry.

19. VERIFICATION OF EMPLOYMENT STATUS

The County will not intentionally award contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions of the Immigration and Nationality Act ("INA"). The County shall consider the employment by the Contractor of unauthorized aliens a violation of 8 U.S.C. Section 1324a (e) [Section 274A (e) of the INA]. The Contractor agrees that such violation by the Contractor shall be grounds for the unilateral cancellation of this Contract by the County.

20. **PRODUCTS OR MATERIALS WITH RECYCLED CONTENT**

Contractor is required to procure products or materials with recycled content with respect to Work performed or products supplied under the contract when those products or materials are available at reasonable prices. A decision to not procure such items must be based on a determination that such procurement:

- a) Is not available within a reasonable period of time; or
- b) Fails to meet the performance standards set forth in the applicable specifications or fails to meet the reasonable performance standards of the agency.

Contractor shall provide the County with a written statement indicating what recycled products were used or supplied. If a decision was made not to use recycled products, Contractor shall provide County with a written statement indicating the basis for the decision using the above criteria.

21. **FLORIDA PRODUCED LUMBER**

Where applicable Contractor agrees to comply with the provisions of Section 255.20, Florida Statutes, as may be amended from time to time.

22. **ASBESTOS-FREE MATERIALS**

Contractor shall not use any asbestos or asbestos-based fiber materials in the Work performed under this Contract.

23. **ASSIGNMENT**

The County reserves the right to freely assign this Contract. The Contractor, however, shall not assign this Contract to any other persons or firm without first obtaining County's written approval. In addition, the Contractor shall not have the right to assign any or all of its rights and interests under this agreement to any subsidiary or parent company, or any successor to its business through merger, consolidation, voluntary sale, or transfer of substantially all of its assets without the express written consent of the County. For purposes of this paragraph, a transfer of substantially all of its assets shall be deemed to occur when the owner(s) of more than 50% of the proprietary interest in the business entity transfer, other than between themselves, their immediate families or their heirs, such proprietary interest to another person, firm, partnership, corporation or business entity. Any attempt to effect an assignment without County's prior written consent shall be deemed a default subject to the remedies provided herein.

24. **NOTICES**

All notices, requests, consents, and other communications required or permitted under this Contract shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

As to County:

St. Lucie County Administrator
Administration Annex
2300 Virginia Avenue
Ft. Pierce, FL 34982

With a Copy To:

St. Lucie County Attorney
Administration Annex
2300 Virginia Avenue
Ft. Pierce, FL 34982

As to Contractor:

Pavement Technology, Inc.
24144 Detroit Road
Westlake, Ohio 44145
Phone: (440) 892-1895
Fax: (440) 892-0953

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

25. **NON-WAIVER**

The rights of the parties under this Contract shall be cumulative and the failure of either party to exercise properly any rights given hereunder shall not operate to forfeit any of the said rights.

26. **CONFLICT OF INTEREST**

The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes and as may be amended from time to time. The Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor shall promptly notify the County in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of Work that the Contractor may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the County shall so state in the notification and the Contractor shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Contractor under the terms of this Contract.

27. **DISPUTE RESOLUTION**

Any disputes relating to interpretation of the terms of this Contract or a question of fact or arising under this Contract shall be resolved through good faith efforts upon the part of the Contractor and the County or its Project Manager. At all times, the Contractor shall carry on the work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the County or its representatives, pending a final resolution of the dispute, including, if necessary, any determination by a Court of competent jurisdiction. Any dispute which is not resolved by mutual agreement shall be decided by the County Administrator who shall reduce the decision to writing. The decision of the County shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

28. **MEDIATION**

Prior to initiating any litigation concerning this Contract, the parties agree to submit the disputed issue or issues to a mediator for non-binding mediation. The parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of Court for St. Lucie County. The fee of the mediator shall be shared equally by the parties. To the extent allowed by law, the mediation process shall be confidential and the results of the mediation or any testimony or argument introduced at the mediation shall not be admissible as evidence in any subsequent proceeding concerning the disputed issue.

29. **ANTITRUST ASSIGNMENT**

The Contractor and the County and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida and local governments. Therefore, the Contractor assigns to the State of Florida and the County any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

29. **INTERPRETATION; VENUE**

This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Contract may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Contract shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this Contract, venue shall be exclusively in the Nineteenth Judicial Circuit for St. Lucie County, Florida, for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

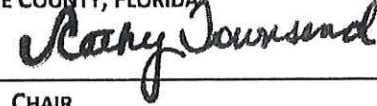
IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

ATTEST:

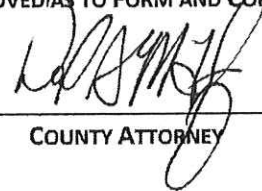

DEPUTY CLERK




BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

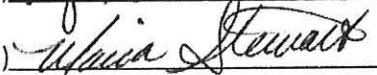
BY: 
CHAIR

APPROVED AS TO FORM AND CORRECTNESS:

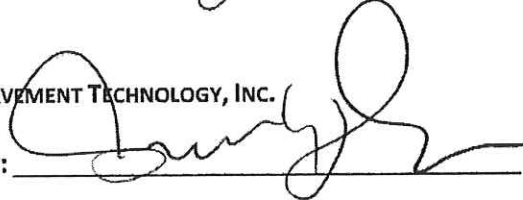

COUNTY ATTORNEY

WITNESSES:

- (1) 

- (2) 

PAVEMENT TECHNOLOGY, INC.

BY: 

PRINT NAME: Susan J. Durante

TITLE: secretary / treasurer



**Certification Statement
Local Vendor Preference**

I certify that my company meets all of the following qualifications to be eligible for the local vendor Preference:

- (1) That my company has a fixed office or distribution point located in and having a street address Within St. Lucie, Indian River or Martin County for at least one year prior to the issuance of the Request for competitive bids or request for proposals by St. Lucie County; and
- (2) That my company holds any business license required by the St. Lucie County for at least one year.
- (3) That my company is principal offeror who is single offeror; a business which is the prime contractor And not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.
- (4) Attached is a copy of my St. Lucie, Indian River or Martin County Occupational License.

Company Name: Pavement Technology, Inc.

Address: 24144 Detroit Rd., Westlake, Ohio 44145

Business License Number: N/A

Phone Number: 440-892-1895 Fax Number: 440-892-0953

Owner's Name: Colin M. Durante Signature: _____

Sworn to before me this _____ day of _____,

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature _____ Printed Name: _____

VENDOR DO NOT COMPLETE

To be verified with the Occupational Licensing Department and completed by an authorized Representative from St. Lucie County Purchasing Division:

Vendor Certified by: _____ Date: _____
(Authorized Signature)

To be approved as a local bidder and receive bid preference on an eligible local project, this certification and a copy of your local business license must be submitted with your bonafide Bid/RFP package.

BID No. 20-062**Roadway Surfacing, Reconstruction, and Preservation****1.0 SCOPE**

The Specifications consist of preparation and surfacing various County roads and final cleanup, associated appurtenances, and other related work.

The County will offer a two (2) year contract with three (3) one-year renewal options.

PRICING

The successful bidder shall furnish and apply product at the unit price indicated on the bid unit price form for the applicable distance to any location within St. Lucie County.

PLANS

There are no separate plans for this project. Sketches may accompany each individual project that may result from this bid.

2.0 BID UNIT PRICE SCHEDULE

All items in Group A must be bid in order to be considered responsive. Group B and Group C may be awarded to one or more contractors based on the best interest of the County.

Group A - General (Required)			
Item	Description	Unit	Unit Price
Mobilization			
101-1A	Work Order Total \$0.00 - \$50,000	LS	\$2,000.00
101-1B	Work Order Total \$50,001 - \$100,000	LS	\$1,900.00
101-1C	Work Order Total \$100,001 - \$500,000	LS	\$1,800.00
101-1D	Work Order Total Over \$500,000	LS	\$1,800.00
Maintenance of Traffic			
102-1A	Standard FDOT 600 Series MOT for Lane Closure	DA	\$1,500.00
Miscellaneous			
104-13-1	Silt Fence Type III	LF	\$14.50
110-7-1A	Mailbox (Remove and Replace)	EA	\$300.00
339-1	Miscellaneous Asphalt	TN	\$450.00
570-1	Performance Turf	SY	\$9.00
577-70A	Shoulder Rework	SY	\$48.00
918-331	Bituminous Patching Material	CF	\$48.00
ADA Standards			
520-1-11	Concrete Curb & Gutter, Variable Height, Type F	LF	\$38.00
522-2	Concrete Sidewalk & Driveways, 6"	SY	\$78.00
527-2	Detectable Warnings	SF	\$44.00
Painted Pavement Markings			
710-11-121	Standard, White, Solid 6"	LF	\$0.49

710-11-122	Standard, White, Solid 8"	LF	\$0.63
710-11-123	Standard, White, Solid 12"	LF	\$1.05
710-11-124	Standard, White, Solid 18"	LF	\$1.40
710-11-125	Standard, White, Solid 24"	LF	\$1.82
Item	Description	Unit	Unit Price
710-11-131	Standard, White Skip 6"	LF	\$0.49
710-11-141	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	\$0.49
710-11-16	Standard, White, Message	EA	\$91.00
710-11-17	Standard, White, Arrows	EA	\$42.00
710-11-18	Standard, White, Yield Line	LF	\$2.80
710-11-221	Standard, Yellow, Solid 6"	LF	\$0.49
710-11-222	Standard, Yellow, Solid 8"	LF	\$0.63
710-11-223	Standard, Yellow, Solid 12"	LF	\$0.28
710-11-224	Standard, Yellow, Solid 18"	LF	\$1.40
710-11-225	Standard, Yellow, Solid 24"	LF	\$1.82
710-11-231	Standard, Yellow, Skip 6"	LF	\$0.49
710-11-241	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	\$0.49

Group B – Resurfacing/ Reconstruction			
Item	Description	Unit	Unit Price
Milling 0 to 2,500 Square Yards			
327-70-1A	1" Average Depth	SY	NO BID
327-70-5A	2" Average Depth	SY	NO BID
327-70-4A	Variable Depths over 2"	SY	NO BID
Milling 2,501 to 10,000 Square Yards			
327-70-1B	1" Average Depth	SY	NO BID
327-70-5B	2" Average Depth	SY	NO BID
327-70-4B	Variable Depths over 2"	SY	NO BID
Milling 10,001 to 20,000 Square Yards			
327-70-1C	1" Average Depth	SY	NO BID
327-70-5C	2" Average Depth	SY	NO BID
327-70-4C	Variable Depths over 2"	SY	NO BID
Milling over 20,001 Square Yards			
327-70-1D	1" Average Depth	SY	NO BID
327-70-5D	2" Average Depth	SY	NO BID
327-70-4D	Variable Depths over 2"	SY	NO BID
Asphalt Types from 0 to 2,500 Square Yards			
334-1-131A	Superpave Asphaltic Concrete (Traffic C, SP 9.5), 1"	SY	NO BID
334-1-133A	Superpave Asphaltic Concrete (Traffic C, SP 9.5), 2"	SY	NO BID
334-1-134A	Superpave Asphaltic Concrete (Traffic C, SP 12.5), 2"	SY	NO BID
Asphalt Types from 2,501 to 10,000 Square Yards			
334-1-131B	Superpave Asphaltic Concrete (Traffic C, SP 9.5), 1"	SY	NO BID

334-1-133B	Superpave Asphaltic Concrete (Traffic C, SP 9.5), 2"	SY	NO BID
334-1-134B	Superpave Asphaltic Concrete (Traffic C, SP 12.5), 2"	SY	NO BID
Asphalt Types from 10,001 to 20,000 Square Yards			
334-1-131C	Superpave Asphaltic Concrete (Traffic C, SP 9.5), 1"	SY	NO BID
334-1-133C	Superpave Asphaltic Concrete (Traffic C, SP 9.5), 2"	SY	NO BID
334-1-134C	Superpave Asphaltic Concrete (Traffic C, SP 12.5), 2"	SY	NO BID
Asphalt Types over 20,001 Square Yards			
334-1-131D	Superpave Asphaltic Concrete (Traffic C, SP 9.5), 1"	SY	NO BID
334-1-133D	Superpave Asphaltic Concrete (Traffic C, SP 9.5), 2"	SY	NO BID
334-1-134D	Superpave Asphaltic Concrete (Traffic C, SP 12.5), 2"	SY	NO BID
Full Depth Reclamation (FDR and Cold-in-Place (CIP) Recycling			
120-1A	Excavation for Widening or Unsuitable Material	CY	NO BID
905-324-3	Cement - Cement Treatment	TN	NO BID
905-324-4	Asphaltic Emulsion - Emulsion Treated Base	GAL	NO BID
Full Depth Reclamation (FDR) and Cold-in-Place (CIP) Recycling from 0 to 2,500 Square Yards			
905-324-1A	Pulverization (FDR)	SY	NO BID
905-324-2A	Recycling Bituminous Paving (CIP)	SY	NO BID
Full Depth Reclamation (FDR) and Cold-in-Place (CIP) Recycling from 2,501 to 10,000 Square Yards			
905-324-1B	Pulverization (FDR)	SY	NO BID
905-324-2B	Recycling Bituminous Paving (CIP)	SY	NO BID
Full Depth Reclamation (FDR) and Cold-in-Place (CIP) Recycling 10,001 to 25,000 Square Yards			
905-324-1C	Pulverization (FDR)	SY	NO BID
905-324-2C	Recycling Bituminous Paving (CIP)	SY	NO BID
Full Depth Reclamation (FDR) and Cold-in-Place (CIP) Recycling over 25,001 Square Yards			
905-324-1D	Pulverization (FDR)	SY	NO BID
905-324-2D	Recycling Bituminous Paving (CIP)	SY	NO BID

Group C - Preservation/ Restoration			
Item	Description	Unit	Unit Price
Pavement Preservation			
335-3A	Reclamite or Equivalent Pavement Rejuvenation	SY	\$0.87
335-4A	Fog Seal	SY	NO BID
350-99A	Crack Sealing	GAL	NO BID
Micro-Surfacing			
917-335-1A	Single Application 0 to 15,000 Square Yards	SY	NO BID
917-335-1B	Single Application over 15,001 Square Yards	SY	NO BID
917-335-1C	Double Application 0 to 15,000 Square Yards	SY	NO BID
Item	Description	Unit	Unit Price
917-335-1D	Double Application over 15,001 Square Yards	SY	NO BID
917-335-1E	Rut Filling	TN	NO BID
Chip Seal			

917-335-2A	Single Application 0 to 15,000 Square Yards	SY	NO BID
917-335-2B	Single Application over 15,001 Square Yards	SY	NO BID
917-335-2C	Double Application 0 to 15,000 Square Yards	SY	NO BID
917-335-2D	Double Application over 15,001 Square Yards	SY	NO BID
917-335-2E	Variable Depths over 2" 0 to 15,000 Square Yards	SY	NO BID
917-335-2F	Variable Depths over 2" over 15,001 Square Yards	SY	NO BID

BID UNIT PRICE SCHEDULE

All bid items shall include all costs for furnishing to the owner all materials, equipment and supplies, permits and for all costs incurred in providing all work shown on the **Roadway Surfacing, Reconstruction, and Preservation** project outlined in the contract specifications for the construction.

NOTE: This bid is on a unit price basis. The total estimated amount is for bid comparison purposes only. The contractor should field verify the actual site conditions prior to time of bidding and before submitting the bid proposal. The contractor should read the special conditions and the requirements for insurance before submitting a bid proposal. The contractor should verify the quantities to be included in the construction contract. The contractor shall furnish St. Lucie County with a \$5,000.00 Cash Performance Bond. The Cash Performance Bond shall continue in effect for one duration of the contract as guarantee against construction defects. Density testing shall be at the expense of St. Lucie County, except for failing tests, which shall be charged to the contractor.

I have attached the required 5% Bid Security to this Bid.

Date _____

Bidder Pavement Technology, Inc.

(Company Name)

By _____

(Signature)

By Susan J. Durante

(Printed Name)

Title Secretary/Treasurer

Mailing Address 24144 Detroit Rd. Westlake, OH 44145

Office Number 440-892-1895

Fax Number 440-892-0953

3.0 SPECIFICATIONS

**ATTACHMENT A
EQUIPMENT LIST**

Bidders must include a list of all equipment either owned or leased by the bidder that will be utilized for the services listed in this bid document.

- | | | | | | |
|-----|--|-------|-------------------------------------|---------|-------|
| 1. | <u>2016 Bearcat Kenworth Cab & Chassis</u> | : Own | <input checked="" type="checkbox"/> | Leased: | _____ |
| 2. | <u>2016 Johnston VT651 Sweeper Truck</u> | : Own | <input checked="" type="checkbox"/> | Leased: | _____ |
| 3. | <u>2017 Peterbilt 348-Dumptruck</u> | : Own | <input checked="" type="checkbox"/> | Leased: | _____ |
| 4. | <u>2019 Peterbilt 348-Dumptruck</u> | : Own | <input checked="" type="checkbox"/> | Leased: | _____ |
| 5. | <u>2019 GMC Sierra Pickup Truck</u> | : Own | <input checked="" type="checkbox"/> | Leased: | _____ |
| 6. | _____ | : Own | | Leased: | _____ |
| 7. | _____ | : Own | | Leased: | _____ |
| 8. | _____ | : Own | | Leased: | _____ |
| 9. | _____ | : Own | | Leased: | _____ |
| 10. | _____ | : Own | | Leased: | _____ |
| 11. | _____ | : Own | | Leased: | _____ |
| 12. | _____ | : Own | | Leased: | _____ |
| 13. | _____ | : Own | | Leased: | _____ |
| 14. | _____ | : Own | | Leased: | _____ |
| 15. | _____ | : Own | | Leased: | _____ |
| 16. | _____ | : Own | | Leased: | _____ |
| 17. | _____ | : Own | | Leased: | _____ |
| 18. | _____ | : Own | | Leased: | _____ |
| 19. | _____ | : Own | | Leased: | _____ |
| 20. | _____ | : Own | | Leased: | _____ |
| 21. | _____ | : Own | | Leased: | _____ |
| 22. | _____ | : Own | | Leased: | _____ |
| 23. | _____ | : Own | | Leased: | _____ |
| 24. | _____ | : Own | | Leased: | _____ |
| 25. | _____ | : Own | | Leased: | _____ |
| 26. | _____ | : Own | | Leased: | _____ |
| 27. | _____ | : Own | | Leased: | _____ |
| 28. | _____ | : Own | | Leased: | _____ |
| 29. | _____ | : Own | | Leased: | _____ |
| 30. | _____ | : Own | | Leased: | _____ |

Company name: Pavement Technology, Inc.

****Completed Form must be submitted with bid proposal****

ATTACHMENT B

REFERENCES

Contractor shall furnish the names, addresses, and telephone numbers of a minimum of three (3) firms or government organizations for which the Contractor is currently furnishing, or has furnished, similar services.

Company/Gov Name:	City of Orlando
Address:	400 S. Orange Ave., Orlando, FL 32801
Contact Person/ Job Title:	Rick Howard, P.E.
Telephone Number:	407-246-3222
E-mail Address:	rick.howard@cityoforlando.net
Company/Gov Name:	Volusia County
Address:	123 W. Indiana Avenue, Room 402
	Deland, FL 32720
Contact Person/ Job Title:	Wayne Jackson
Telephone Number:	386-736-5967
E-mail Address:	Wjackson@co.volusia.fl.us
Company/Gov Name:	Polk County, FL
Address:	3000 Sheffield Road, Bartow, FL 33830
Contact Person/ Job Title:	Katia Delgado
Telephone Number:	863-393-4114
E-mail Address:	katiadelgado@polk-county.net

This form must be completed and returned with bid submittal.

ATTACHMENT C

BIDDER'S QUALIFICATIONS STATEMENT

BID No. 20-062

Roadway Surfacing, Reconstruction, and Preservation

THE UNDERSIGNED GUARANTEES THE TRUTH AND ACCURACY OF ALL STATEMENTS AND ANSWERS HEREIN CONTAINED:

BIDDER'S GENERAL INFORMATION:

Bidder shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

1. Bidder's Name, Principal Address, Phone and Fax Number:

Pavement Technology, Inc.

24144 Detroit Rd. Westlake, OH 44145

P: 440-892-1895

F: 440-892-0953

2. Number of years as a Contractor in this type of work: 48 years
3. Names and titles of all officers, partners or individuals doing business under trade name:

Colin M. Durante

President

John J. Schlegel

Vice President

Susan J. Durante

Secretary/Treasurer

4. The business is a: Sole Proprietorship Partnership Corporation
5. Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:
Travelers Casualty and Surety Company of America, 1 Tower Square, Hartford, CT 03103
Frances Lyons 440-333-6300 x3686
6. What is the last contract of this nature that you have completed?
Polk County, FL - Bid #19-308 Pavement Preservation & Recycling Treatment
7. Have you ever failed to complete work awarded to you? If so, when, where and why?

No

8. Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

Yes

9. List three SIGNIFICANT CONTRACTS completed within the past five years.

The Villages; Daniel Lucin - 1135 Bonita Blvd., The Villages, FL 32162

Bay County; Keith Bryant - 2600 E. Beaver Road, Panama City, FL 32402

Polk County; Katia Delgado - 3000 Sheffield Road, Bartown, FL 33830

10. List ALL CURRENT CONTRACTS.

Jacksonville, FL

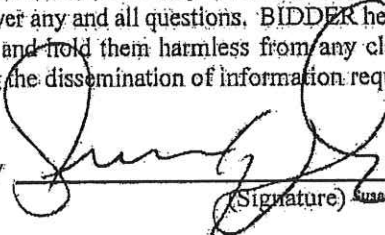
The Villages, FL

Palm Bay, FL

The BIDDER acknowledges and understands that the information contained in response to this Qualification's Statement shall be relied upon by COUNTY in awarding the contract and such information is warranted by BIDDER to be true. The discovery of any omission or misstatement that materially affects the BIDDER'S qualifications to perform under the contract shall cause the COUNTY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

The BIDDER also acknowledges that all information listed above may be checked by the COUNTY and authorizes all entities or persons listed above to answer any and all questions. BIDDER hereby indemnifies the COUNTY and persons or entities listed above and hold them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information requested above.

By


(Signature) Susana J. Duranta, Secretary/Treasurer

Date 8/31/2020

This form must be completed and returned with bid submittal.

ATTACHMENT D

VENDOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Pursuant to § 287.135, Florida Statutes, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with St. Lucie County for goods or services if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company: (1) is on the Scrutinized Companies that Boycott Israel List, created pursuant to § 215.4725, Florida Statutes, or is engaged in a boycott of Israel; (2) is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to § 215.473, Florida Statutes; or (3) is engaged in business operations in Cuba or Syria.

If the bidder or contractor is found to have falsified the attached affidavit, the Board of County Commissioners of St. Lucie County may terminate the contract or reject the bid.

STATE OF ~~FLORIDA~~ Ohio

COUNTY OF Cuyahoga

BEFORE ME, the undersigned authority, personally appeared

Susan J. Durante, who, being by me first duly sworn, made the following statement:

1. The Business address of (name of bidder or contractor) is: Pavement Technology, Inc.

2. My relationship to Pavement Technology, Inc. (name of bidder or contractor) is Secretary/Treasurer (relationship such as sole proprietor, partner, president, vice president).

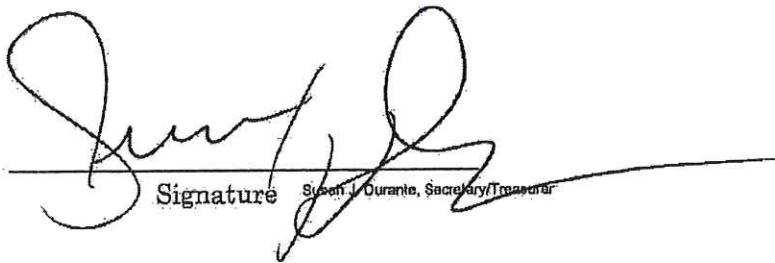
3. I understand that "Boycott of Israel" has the same meaning as defined in § 215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. Pavement Technology, Inc. (name of the bidder or contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to § 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

6. Pavement Technology, Inc. (name of the bidder or contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to § 215.473, Florida Statutes.

7. Pavement Technology, Inc. (name of the bidder or contractor) is not engaged in business operations in Cuba or Syria.

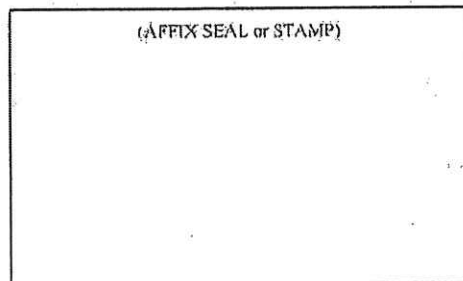

Signature Robert J. Durante, Secretary/Treasurer

Sworn to and subscribed before me in the state and county first mentioned above on the 31st day of August, 2020.

Elizabeth Melcuary
Notary Public

My commission expires:

Elizabeth Melcuary
Notary Public, State of Ohio
My Commission Expires: February 27, 2025



****This form must be filled out, notarized and submitted with bid proposal. ****

BOARD OF COUNTY
COMMISSIONERS



PURCHASING
DEPARTMENT

ADDENDUM No. 1

BID No. 20-062
Roadway Surfacing, Reconstruction, and Preservation

August 25, 2020

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project, and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

ATTACHMENTS:

Questions/Answers
Revised Specifications
Revised Bid Form

Please sign and return by e-mail to ciminod@stlucieco.org or fax to (772) 462-1704.

Name of Firm: Pavement Technology, Inc.

Signature: [Handwritten Signature]

Date: 9-27-2020

BOARD OF COUNTY
COMMISSIONERS



PURCHASING
DEPARTMENT

ADDENDUM No. 2

BID No. 20-062

Roadway Surfacing, Reconstruction, and Preservation

August 26, 2020

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project, and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

ATTACHMENTS:

Questions/Answers
Revised Bid Form

Please sign and return by e-mail to cmrind@stlucieco.org or fax to (772) 462-1704.

Name of Firm:

Pavement Technology, Inc.

Signature:

[Handwritten Signature]

Date:

8-27-2020



ADDENDUM No. 4

BID No. 20-062
Roadway Surfacing, Reconstruction, and Preservation

August 31, 2020

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project, and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

QUESTION/ANSWER:

Q1: In items 917-335-2E and 917-335-2F, it calls for a variable depths over 2", While there is no real way to specifically control thickness. Emulsion is applied at a specified rate then a specified aggregate size is applied at a prescribed poundage per SY, to increase thickness more layers could applied with 3 layers being the most I've ever seen. Please, specify.

A1: Items 917-335-2E and 917-335-2F are intended to address applications where additional layers may be required in order to match existing grade. The intent is to allow applications that exceed the thickness of a double chip seal but do not require the full thickness of an additional layer of chip seal.

Please sign and return by e-mail to cmimed@stlucieco.org or fax to (772) 462-1704.

Name of Firm: Pavement Technology, Inc.

Signature: [Handwritten Signature]

Date: 8-31-2020

BOARD OF COUNTY
COMMISSIONERS



PURCHASING
DEPARTMENT

ADDENDUM No. 3

**BID No. 20-062
Roadway Surfacing, Reconstruction, and Preservation**

August 27, 2020

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project, and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

CLARIFICATION:

5% Bid Bond is not required for Bid No. 20-062.

Please sign and return by e-mail to ciminod@stlucieco.org or fax to (772) 462-1704.

Name of Firm: Pavement Technology, Inc.

Signature: _____

Date: 8-31-2020

INVITATION TO BID



**Roadway Surfacing, Reconstruction, and Preservation
Public Works/Road and Bridge**

BID NO.: 20-062

**Due Date: Wednesday, September 2, 2020
Due Time: 3:00 P.M.**

A **MANDATORY PRE-BID CONFERENCE** will be held through **Zoom** (<https://us04web.zoom.us/j/73523699157?pwd=M041OFBCV0ErZHIZYIY3c0RTTnZOOT09> Meeting ID 517 737 9373 Password: 4BtGiw), on **Wednesday, August 12, 2020 at 10:00 A.M.**

ST. LUCIE COUNTY BOARD OF COUNTY COMMISSIONERS

**PURCHASING DEPARTMENT
2300 Virginia Avenue
Fort Pierce, FL. 34982-5652
Ph (772) 462-1700
Fax (772) 462-1704**

**BOARD OF COUNTY COMMISSIONERS ST. LUCIE COUNTY,
FLORIDA**

CALL FOR BIDS

Sealed bids will be received at the Purchasing Department, 2300 Virginia Avenue, Fort Pierce, FL 34982, until **3:00 P.M.** local time on **Wednesday, September 2, 2020**, for the following:

BID NUMBER: 20-062
Roadway Surfacing, Reconstruction, and Preservation
Public Works/ Road & Bridge Division

Bid documents may be obtained via download from www.DemandStar.com or by contacting the Office of the Purchasing Department at 2300 Virginia Avenue, Fort Pierce, Florida, 34982, (772) 462-1700.

Bids may be mailed or hand delivered to the St Lucie County Purchasing Department, 2300 Virginia Avenue, 2nd Floor Rm. 228, Fort Pierce, FL 34982. Any bids received after the above stated time shall be returned to the bidder unopened.

A **MANDATORY PRE-BID CONFERENCE** will be held through Zoom (<https://us04web.zoom.us/j/73523699157?pwd=M041OFBCV0ErZHIZYIY3c0RTTnZOQT09> Meeting ID 517 737 9373 Password: 4BtGiw), on **Wednesday, August 12, 2020 at 10:00 A.M.**

The Board of County Commissioners reserves the right to waive any informalities or minor irregularities; reject any and all bids/proposals which are incomplete, conditional, obscure, or which contain additions not allowed for; accept or reject any proposal in whole or in part with or without cause; and accept the proposal which best serves the County.

For Bids, RFP's, Bid Results and other information visit the St. Lucie County Purchasing Web Site at <http://www.co.st-lucie.fl.us>

St. Lucie County is an Equal Opportunity/Affirmative Action Employer.

Board of County Commissioners
St. Lucie County, Florida
By: Desiree Cimino, Purchasing Manager

Publish: Sunday, August 2, 2020

**ST. LUCIE COUNTY
BOARD OF COUNTY COMMISSIONERS
BIDDER'S CHECK LIST**

BIDS MAY NOT BE CONSIDERED if the following documents and/or attachments are not completely filled out and submitted with your bid.

Before sending in your bid, please make sure you have completed all of the following:

___ Enclose three (3) COMPLETE sets of the Bid package (one marked original and two marked copy). Include all handwritten sections, plus three (3) sets of any descriptive literature, brochures and/or supporting data. Please make and retain a separate copy of this bid package for your records.

___ Bid Form, must be complete and have a manual signature (original signature) preferably signed in blue ink.

___ Include proof of proper licensing as stated in bid documents.

___ Return bid in an envelope with the bid number and name of bid printed on the front of the envelope. If Fed-Ex or UPS, be sure to include the bid number on the Air Bill. The bid must be in a separate sealed envelope inside the carrier's envelope.

___ Acknowledge in the bid any and all addendums issued and manually sign each addendum sheet and submit it with your bid. Please note: Although we will attempt to notify you of the addendum, it is the sole responsibility of the bidder to ensure it is received.

___ Attachments A, B, C and D, must be completed and returned with the bid.

___ Provide three (3) references on the Reference Form provided in Attachment "B", preferably Governmental. Include name, address and phone number for similar work done in past year.

___ Erasures or other descriptive literature, brochures and/or data must be initialed by the person signing the bid.

___ If you desire a copy of the bid tabulation, include a **self-addressed, stamped envelope** for bid tabulation to be mailed back to you.

PLEASE INITIAL AND RETURN WITH BID FORM

Table of Contents

Instructions to Bidders:

Items 1 thru 36

Local Vendor Preference Certification Statement

Scope of Work:

Item 1 – Scope of Work

Item 2 – Bid Unit Price Schedule

Item 3 – Specifications

Item 4 – Supplemental Conditions

Attachment A – Equipment List

Attachment B – References

Attachment C - Bidders Qualifications Statement

Attachment D – Vendor Affidavit Regarding Scrutinized Company List

INSTRUCTIONS TO BIDDERS

1. SUBMISSION OF BIDS:

All bids shall be submitted in a sealed envelope. The **BID NUMBER, TITLE, AND OPENING DATE AND TIME** shall be clearly displayed on the sealed envelope next to the Bidder's name and address. The delivery of said bid to the Purchasing Department prior to the specified opening date and time is solely and strictly the responsibility of the bidder. Any bid received in the Purchasing Department after the specified date and time will not be accepted.

2. If the bid is to be delivered by Fed-X, UPS or other such carrier be sure to include the bid number on the Air Bill. The bid must be in a separate sealed envelope inside the carrier's envelope. If a carrier's package is opened and the bid is not in a separate envelope, it will be resealed and reopened at the designated date and time.

3. EXECUTION OF BID:

Bid must include a manual signature of an authorized representative in the space provided. All bids must be completed in pen and ink or type written. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. The person signing the bid must initial corrections. Any illegible entries, pencil bids or corrections not initialed will not be tabulated.

4. BID OPENING:

Bid opening shall be public on the date and time specified in the Bid package. Bid must be submitted on forms provided by the County. No other forms will be accepted. Telephone, telegraph, and faxed bids will not be considered. No bid may be modified after opening. No bid may be withdrawn after opening for a period of sixty (60) days unless otherwise specified.

5. BID TABULATIONS:

Any bidder wishing to receive a copy of the bid tabulations is required to enclose a stamped, self-addressed envelope with bid response.

6. NO BID:

If not submitting a bid, please respond by returning one copy of the form, marking it "NO-BID", and kindly explain the reason. A "No Bid" may be faxed to 772-462-1704.

7. CLARIFICATION/CORRECTION OF BID ENTRY:

The County of St. Lucie reserves the right to allow for the clarification of questionable entries and for the correction of typographical and mathematical errors.

8. INTERPRETATION:

Any questions concerning conditions and specification shall be directed to the Purchasing Department. All questions shall be in writing and received by the Purchasing Department at least **10** working days prior to the bid opening. Those interpretations, which may affect the eventual outcome of this bid, will be furnished, as a written addendum, to all prospective bidders. No interpretation shall be considered binding unless provided in writing by St. Lucie County.

All questions to be faxed or e-mailed to: Desiree Cimino at 772-462-1704 or ciminod@stlucieco.org.

9. EEO STATEMENT:

St. Lucie County believes in equal opportunity practices, which conform to both the spirit and letter of all laws against discrimination and is committed to non-discrimination because of race, creed, color, sex, age, or national origin.

10. PRICING:

Firm prices shall be bid and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the County of St. Lucie to a secure area of inside delivery. Pricing shall also include delivery when required. The obligations of St. Lucie County under this award are subject to the availability of funds lawfully appropriated for the purpose by the State of Florida and/or the Board of County Commissioners.

11. ADDITIONAL TERMS & CONDITIONS:

The County of St. Lucie reserves the right to reject bids containing any additional terms and conditions not specifically requested in the original conditions and specifications. Any exceptions that the bidder has to the terms and conditions of the bid documents and/or the terms and conditions of the draft contract shall submit the exceptions in writing to the Purchasing Division ten (10) days prior to the bid opening. These exceptions shall be either approved or disapproved in the form of an addendum and will be made available to all bidders prior to bid opening. Any exceptions not received ten (10) days prior to the bid opening will not be considered.

12. PROTEST OF SPECIFICATIONS OR REQUIREMENTS:

Any protest concerning bid or request for proposal specifications or requirements must be made within seventy-two (72) hours from the time the aggrieved person knew or should have known of the facts giving rise to the protest, in any case, at least twenty-four (24) hours prior to the bid opening. Failure to timely protest bid specifications or requirements constitutes a waiver of the ability to protest specifications or requirements.

13. DISCOUNTS:

All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for bid evaluation purposes.

14. TAXES:

The County of St. Lucie is exempt from all sales, use, and like taxes.

15. MEETS SPECIFICATIONS:

All equipment and accessories furnished under these specifications shall be the latest model and shall be of good quality, workmanship and material. Delivery specifications shall be strictly adhered to.

16. SILENCE OF SPECIFICATIONS:

The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made upon the basis of this statement.

17. LEGAL REQUIREMENTS:

Federal, State, County, and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

18. ASSIGNMENT:

Any purchase order issued pursuant to this bid and the monies which may become due hereunder are not assignable except with the prior written approval of the Purchasing Director.

19. LIABILITY:

The bidder shall indemnify and hold harmless the County of St. Lucie, its officers, agents, and employees against any claims by third parties arising out of the acts or omissions of the supplier.

20. PATENTS AND ROYALTIES:

The bidder, without exception, shall indemnify and hold harmless the County of St. Lucie, its officers, agents and its employees from liability of any nature of kind, including cost and expenses for or on account of any copyrighted, patented, or un patented invention, process, or article manufactured or used in the performance of the contract, including its use by the County of St. Lucie. If the bidder uses any design, device, or materials covered by letters, patent, copyright, it is mutually agreed and understood without exception that the bid price shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.

21. SAFETY WARRANTY:

The selling dealer, distributor, supplier, and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

22. WARRANTY:

The bidder agrees that, unless otherwise specified, the supplies and/or services furnished under this bid shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County of St. Lucie by any other provision of this bid.

23. PAYMENT:

Payment will be made by the County according to the contract.

24. DISPUTES:

In case of any doubt or difference of opinion as to the items furnished hereunder, the decision of the County shall be final and binding on both parties.

25. DEFINITIONS:

ST. LUCIE COUNTY - The term ST. LUCIE COUNTY herein refers to the County of St. Lucie, Florida and its duly authorized representatives.

BIDDER - The term BIDDER used herein refers to the dealer/manufacturer/business organization submitting a bid to the County in response to this invitation.

VENDOR - The term VENDOR used herein refers to any dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms conditions and quotations of the bid.

26. CONFLICT OF INTEREST:

The award hereunder is subject to provisions of State Statutes and County Ordinance. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of St.

Lucie County. Further, all bidders must disclose the name of any County employee who owns directly or indirectly any interest in the bidder's firm or any of its branches.

27. ADDENDA TO THE BID:

St. Lucie County reserves the right to amend this bid or request additional clarifying information from any or all bidders prior to determination of award. Any changes to this bid will be made available for all prospective bidders to receive. **Although we will attempt to notify you of all addenda, it is the sole responsibility of the bidder to ensure it is received.**

28. AWARD AND CONTRACT:

The successful bidder, will, within fifteen (15) calendar days after written notice of award, enter into a written contract with the Board of County Commissioners in accordance with the accepted bid. Contract term will be two-years with three one-year renewals. The County reserves the right to award multiple contracts if deemed to be in the best interest of the County.

29. PUBLIC ENTITY CRIMES:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the County, may not submit a bid on a contract to the County for the construction or repair of a public building or public work, may not submit bids on leases of real property to the County, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$10,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

The County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The County shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the County.

30. NOTICE TO SELLER TO DELIVER:

No delivery shall become due or be acceptable without a written order or shipping instruction by the County unless otherwise provided in the Contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required the Seller may be given telephone notice to be confirmed by an order in writing.

31. MODIFICATIONS:

All changes to purchase orders shall be by issuance of a change order. Any modifications or changes to any contract entered into as a result of this bid must be by written amendment with the same formality and of equal dignity to the initiation of any such change.

32. OCCUPATIONAL LICENSE:

No person shall engage in or manage any Business Profession or Occupation in St. Lucie County for which an occupation license tax is required unless a County License shall have been procured from the Tax Collector for St. Lucie County.

33. PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES:

This bid may be expanded to include other governmental agencies. Each political entity will be responsible for execution of its own requirements with the awarded vendor.

34. BOND AND INSURANCE REQUIREMENTS:

Bonds must be issued by a Bonding Company with a Best Insurance Guide's rating of "A-" or better and must be licensed or authorized to do business in the State of Florida. Certificates of insurance, Public Construction Bonds and/or Maintenance Bonds must be received by the applicable County office prior to actual commencement of the project. All certificates of insurance shall list the county as Additional Insured and reference the specific project. Please note that where applicable the following bond and insurance requirements supersede those set forth in the sample contract.

BONDS

- A. No **5% Bid Security**
- B. Yes **\$5,000.00 Performance Bond**
(Cash or Certified Cashier's Check due from awarded vendor)**

****Contractor's Cash Performance Bond:**

The Contractor's Cash Performance Bond will be held by St. Lucie County for the entire term of the contract. Should the Contractor fail to honor his obligations and the term and conditions set forth in the contract, contractor thereby will forfeit the entire performance bond. Additionally, if the Contractor is declared to be in default by St. Lucie County, the contractor will thereby forfeit the entire performance bond.

INSURANCE

- A. Yes **Worker's Compensation**
 - \$1,000,000 by accident - each accident
 - \$1,000,000 by disease - each employee
 - \$1,000,000 by disease - policy limit
- B. Yes **Commercial General Liability**
 - \$1,000,000 per occurrence
 - \$2,000,000 per job aggregate
- C. Yes **Commercial Auto Liability**
 - Combined Single Limit, Bodily Injury/Property Damage
 - \$1,000,000**
- D. No **Builder's Risk** (all risks for the total construction cost of the project)
- E. No **Professional Liability** \$1,000,000 aggregate
- F. No **Other** _____

35. The County of St. Lucie reserves the right to reject any or all bids, to waive informalities, and to accept all or any part of any bid as may be deemed to be in the best interest of the county.

36. LOCAL PREFERENCE:

In accordance with the St. Lucie County Local Preference Ordinance No. 09-005, a preference will be given to bidders who have a fixed office or distribution point located in and having a street address within St. Lucie, Indian River or Martin County for at least one year immediately prior to the issuance of the request for competitive bids or request for proposals by the County. The fixed office or distribution point must be staffed. Post office boxes are not verifiable and shall not be used for the purpose of establishing a physical address and who hold a valid Local Business Tax Receipt (Occupational License) issued by the County that authorizes the bidder to provide the goods and services to be purchased.

Preference in purchase of commodities and services by means of competitive bid. Under any such applicable solicitation, bidders/proposers desiring to receive local preference will be invited and required to affirmatively state and provide documentation as set forth in the solicitation in support of their status as a local business. Any bidder who fails to submit sufficient documentation with their bid offer shall not be granted local preference consideration for the purposes of that specific contract award. Except where federal or state law, or any other funding source, mandates to the contrary, St. Lucie County and its agencies and instrumentalities, will give preference to local businesses in the following manner:

Competitive bid (local price match option). Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined. When a qualified and responsive, non-local business submits the lowest bid, and the bid submitted by one or more qualified and responsive local businesses is within five percent of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e. the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder. In such instances, staff shall first verify if the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the Purchasing Division shall determine if the lowest local bidder meets the requirements of 287.07, Florida Statutes. If the lowest local bidder meets the requirements of 287.07, Florida Statutes, the Purchasing Division shall invite the lowest local bidder in writing to submit a matching offer to the Purchasing Division, which shall be submitted in writing to the Purchasing Division within five business days thereafter. If the lowest local bidder submits a written offer that does not match the lowest bid from the non-local bidder tendered previously, the next lowest, fully qualified local bidder will be given the opportunity to match if they are within five percent. This cycle shall be repeated until there are no remaining local bidders within five percent, and then award shall be made to the non-local bidder. If the lowest local bidder does not respond, declines or is unable to match the lowest non-local bid price(s), then award will be made to the lowest overall qualified and responsive bidder. If the lowest local bidder does not meet the requirement of Section 287.07, Florida Statutes, and the lowest non-local bidder does, the lowest local bidder will be disqualified and the next lowest bidder will be considered if they are within five percent, award will be made to the bidder that meets the requirements of the referenced state law. In the event a local bidder is awarded a contract pursuant to this section, all requests for change orders increasing the cost of the project must be approved by the Board of County Commissioners.



**Certification Statement
Local Vendor Preference**

I certify that my company meets all of the following qualifications to be eligible for the local vendor Preference:

- (1) That my company has a fixed office or distribution point located in and having a street address Within St. Lucie, Indian River or Martin County for at least one year prior to the issuance of the Request for competitive bids or request for proposals by St. Lucie County; and
- (2) That my company holds any business license required by the St. Lucie County for at least one year.
- (3) That my company is principal offeror who is single offeror; a business which is the prime contractor And not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.
- (4) Attached is a copy of my St. Lucie, Indian River or Martin County Occupational License.

Company Name: _____

Address: _____

Business License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____, _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature _____ Printed Name: _____

VENDOR DO NOT COMPLETE

To be verified with the Occupational Licensing Department and completed by an authorized Representative from St. Lucie County Purchasing Division:

Vendor Certified by: _____ Date: _____
(Authorized Signature)

To be approved as a local bidder and receive bid preference on an eligible local project, this certification and a copy of your local business license must be submitted with your bonafide Bid/RFP package.

BID No. 20-062

Roadway Surfacing, Reconstruction, and Preservation

1.0 SCOPE

The Specifications consist of preparation and surfacing various County roads and final cleanup, associated appurtenances, and other related work.

The County will offer a two (2) year contract with three (3) one-year renewal options.

PRICING

The successful bidder shall furnish and apply product at the unit price indicated on the bid unit price form for the applicable distance to any location within St. Lucie County.

PLANS

There are no separate plans for this project. Sketches may accompany each individual project that may result from this bid.

2.0 BID UNIT PRICE SCHEDULE

All items in Group A must be bid in order to be considered responsive. Group B and Group C may be awarded to one or more contractors based on the best interest of the County.

Group A - General (Required)			
Item	Description	Unit	Unit Price
Mobilization			
101-1A	Work Order Total \$0.00 - \$50,000	LS	
101-1B	Work Order Total \$50,001 - \$100,000	LS	
101-1C	Work Order Total \$100,001 - \$500,000	LS	
101-1D	Work Order Total Over \$500,000	LS	
Maintenance of Traffic			
102-1A	Standard FDOT 600 Series MOT for Lane Closure	DA	
Miscellaneous			
104-13-1	Silt Fence Type III	LF	
110-7-1A	Mailbox (Remove and Replace)	EA	
339-1	Miscellaneous Asphalt	TN	
570-1	Performance Turf	SY	
577-70A	Shoulder Rework	SY	
918-331	Bituminous Patching Material	CF	
ADA Standards			
520-1-11	Concrete Curb & Gutter, Variable Height, Type F	LF	
522-2	Concrete Sidewalk & Driveways, 6"	SY	
527-2	Detectable Warnings	SF	
Painted Pavement Markings			
710-11-121	Standard, White, Solid 6"	LF	

710-11-122	Standard, White, Solid 8"	LF	
710-11-123	Standard, White, Solid 12"	LF	
710-11-124	Standard, White, Solid 18"	LF	
710-11-125	Standard, White, Solid 24"	LF	
Item	Description	Unit	Unit Price
710-11-131	Standard, White Skip 6"	LF	
710-11-141	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	
710-11-16	Standard, White, Message	EA	
710-11-17	Standard, White, Arrows	EA	
710-11-18	Standard, White, Yield Line	LF	
710-11-221	Standard, Yellow, Solid 6"	LF	
710-11-222	Standard, Yellow, Solid 8"	LF	
710-11-223	Standard, Yellow, Solid 12"	LF	
710-11-224	Standard, Yellow, Solid 18"	LF	
710-11-225	Standard, Yellow, Solid 24"	LF	
710-11-231	Standard, Yellow, Skip 6"	LF	
710-11-241	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	

Group B – Resurfacing/ Reconstruction			
Item	Description	Unit	Unit Price
Milling 0 to 2,500 Square Yards			
327-70-1A	1" Average Depth	SY	
327-70-5A	2" Average Depth	SY	
327-70-4A	Variable Depths over 2"	SY	
Milling 2,501 to 10,000 Square Yards			
327-70-1B	1" Average Depth	SY	
327-70-5B	2" Average Depth	SY	
327-70-4B	Variable Depths over 2"	SY	
Milling 10,001 to 20,000 Square Yards			
327-70-1C	1" Average Depth	SY	
327-70-5C	2" Average Depth	SY	
327-70-4C	Variable Depths over 2"	SY	
Milling over 20,001 Square Yards			
327-70-1D	1" Average Depth	SY	
327-70-5D	2" Average Depth	SY	
327-70-4D	Variable Depths over 2"	SY	
Asphalt Types from 0 to 2,500 Square Yards			
334-1-131A	Superpave Asphaltic Concrete (Traffic C, SP 9.5), 1"	SY	
334-1-132A	Superpave Asphaltic Concrete (Traffic C, SP 12.5), 1"	SY	
334-1-133A	Superpave Asphaltic Concrete (Traffic C, SP 9.5), 2"	SY	
334-1-134A	Superpave Asphaltic Concrete (Traffic C, SP 12.5), 2"	SY	
Asphalt Types from 2,501 to 10,000 Square Yards			

334-1-131B	Superpave Asphaltic Concrete (Traffic C, SP 9.5), 1"	SY	
334-1-132B	Superpave Asphaltic Concrete (Traffic C, SP 12.5), 1"	SY	
334-1-133B	Superpave Asphaltic Concrete (Traffic C, SP 9.5), 2"	SY	
334-1-134B	Superpave Asphaltic Concrete (Traffic C, SP 12.5), 2"	SY	
Asphalt Types from 10,001 to 20,000 Square Yards			
334-1-131C	Superpave Asphaltic Concrete (Traffic C, SP 9.5), 1"	SY	
334-1-132C	Superpave Asphaltic Concrete (Traffic C, SP 12.5), 1"	SY	
334-1-133C	Superpave Asphaltic Concrete (Traffic C, SP 9.5), 2"	SY	
334-1-134C	Superpave Asphaltic Concrete (Traffic C, SP 12.5), 2"	SY	
Asphalt Types over 20,001 Square Yards			
334-1-131D	Superpave Asphaltic Concrete (Traffic C, SP 9.5), 1"	SY	
334-1-132D	Superpave Asphaltic Concrete (Traffic C, SP 12.5), 1"	SY	
334-1-133D	Superpave Asphaltic Concrete (Traffic C, SP 9.5), 2"	SY	
334-1-134D	Superpave Asphaltic Concrete (Traffic C, SP 12.5), 2"	SY	
Full Depth Reclamation (FDR and Cold-in-Place (CIP) Recycling			
120-1A	Excavation for Widening or Unsuitable Material	CY	
905-324-3	Cement - Cement Treatment	TN	
905-324-4	Asphaltic Emulsion - Emulsion Treated Base	GAL	
Full Depth Reclamation (FDR) and Cold-in-Place (CIP) Recycling from 0 to 2,500 Square Yards			
905-324-1A	Pulverization (FDR)	SY	
905-324-2A	Recycling Bituminous Paving (CIP)	SY	
Full Depth Reclamation (FDR) and Cold-in-Place (CIP) Recycling from 2,501 to 10,000 Square Yards			
905-324-1B	Pulverization (FDR)	SY	
905-324-2B	Recycling Bituminous Paving (CIP)	SY	
Full Depth Reclamation (FDR) and Cold-in-Place (CIP) Recycling 10,001 to 25,000 Square Yards			
905-324-1C	Pulverization (FDR)	SY	
905-324-2C	Recycling Bituminous Paving (CIP)	SY	
Full Depth Reclamation (FDR) and Cold-in-Place (CIP) Recycling over 25,001 Square Yards			
905-324-1D	Pulverization (FDR)	SY	
905-324-2D	Recycling Bituminous Paving (CIP)	SY	

Group C - Preservation/ Restoration			
Item	Description	Unit	Unit Price
Pavement Preservation			
335-3A	Reclamite or Equivalent Pavement Rejuvenation	SY	
335-4A	Fog Seal	SY	
350-99A	Crack Sealing	GAL	
Micro-Surfacing			
917-335-1A	Single Application 0 to 15,000 Square Yards	SY	
917-335-1B	Single Application over 15,001 Square Yards	SY	
917-335-1C	Double Application 0 to 15,000 Square Yards	SY	

Item	Description	Unit	Unit Price
917-335-1D	Double Application over 15,001 Square Yards	SY	
917-335-1E	Rut Filling	TN	
	Chip Seal		
917-335-2A	Single Application 0 to 15,000 Square Yards	SY	
917-335-2B	Single Application over 15,001 Square Yards	SY	
917-335-2C	Double Application 0 to 15,000 Square Yards	SY	
917-335-2D	Double Application over 15,001 Square Yards	SY	
917-335-2E	Variable Depths over 2" 0 to 15,000 Square Yards	SY	
917-335-2F	Variable Depths over 2" over 15,001 Square Yards	SY	

BID UNIT PRICE SCHEDULE

All bid items shall include all costs for furnishing to the owner all materials, equipment and supplies, permits and for all costs incurred in providing all work shown on the **Roadway Surfacing, Reconstruction, and Preservation** project outlined in the contract specifications for the construction.

NOTE: This bid is on a unit price basis. The total estimated amount is for bid comparison purposes only. The contractor should field verify the actual site conditions prior to time of bidding and before submitting the bid proposal. The contractor should read the special conditions and the requirements for insurance before submitting a bid proposal. The contractor should verify the quantities to be included in the construction contract. The contractor shall furnish St. Lucie County with a \$5,000.00 Cash Performance Bond. The Cash Performance Bond shall continue in effect for one duration of the contract as guarantee against construction defects. Density testing shall be at the expense of St. Lucie County, except for failing tests, which shall be charged to the contractor.

Date _____

Bidder _____
(Company Name)

By _____
(Signature)

By _____
(Printed Name)

Title _____

Mailing Address _____

Office Number _____

3.0 SPECIFICATIONS

BID ITEMS:

The governing specifications for this project are the most current revision of the State of Florida Department of Transportation Standard Specifications for Road and Bridge Construction, the FDOT Roadway and Traffic Design Standards, and the 2010 ADA (Americans with Disabilities Act) Standards for Accessible Design.

The following information is in addition to the specifications previously referenced.

101-1A-D Mobilization/Demobilization:

The work specified in this section consists of the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by these Specifications, the special provisions, and State and local laws and regulations. The CONTRACTOR will be responsible for providing the OWNER with a detailed and narrated preconstruction video (with an index identifying stationing) of the site prior to the start of construction. All costs for bonds, permits and any required insurance, and any other pre-construction expense necessary for the start of the work, as well the cost of the removal of the above items, shall be also be included in this Section. This item also includes any costs related to obtaining an NPDES permit if necessary.

At the pre-construction meeting, the CONTRACTOR shall submit a tentative work schedule as well as a list of subcontractors and emergency contact people and phone numbers.

The project superintendent shall provide the ENGINEER with a cellular phone number for 24-hour access at the preconstruction meeting. It will be incumbent upon the CONTRACTOR to answer all calls, or respond to any missed call within thirty (30) minutes.

The basis of payment for **Mobilization/Demobilization** shall be paid as per LUMP SUM.

101-1A Work Order Total \$0 - \$50,000
101-1B Work Order Total \$50,001 - \$100,000
101-1C Work Order Total \$100,001 - \$500,000
101-1D Work Order Total Over \$500,000

102-1A Maintenance of Traffic:

The bid price for this item shall include, but not be limited to, the requirements of Section 102 Maintenance of Traffic of the Standard Specifications. The maintenance of traffic for this project shall be in accordance with the applicable FDOT index numbers (600 Series) and these documents: The Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation, and FHWA. These documents shall be followed in the design,

application, installation, maintenance and removal. It shall include, but not be limited to all traffic control devices, warning devices, barriers, temporary reflective markers, temporary pavement markings, dust control, and all other items necessary to protect the public and workers from hazards within the project limits. Maintenance of Traffic items needed in addition to lane closures will be a pass-through charge and not subject to markup by the contractor.

At the Pre-Construction Meeting, the CONTRACTOR shall submit a detailed Maintenance of Traffic plan depicting the necessary traffic control devices for the specified detour route. This plan shall include the approval of any state or city agency owning or maintaining the roads to be utilized as a detour route. The CONTRACTOR shall provide access to driveways at all times.

- Any road closure requests must be APPROVED by the St. Lucie County Engineer a minimum of 2 weeks prior to implementation.
- The CONTRACTOR shall provide access to driveways at all times.
- The CONTRACTOR shall allow access for trash and postal services.
- The CONTRACTOR shall allow access for all emergency vehicles and school buses.

The basis of payment for **Maintenance of Traffic** shall be paid as per DAY.

110-7-1A Mailboxes:

When removal and reinstallation of mailboxes is required to facilitate the work, permit each owner to remove the existing mailbox. Reinstall the mailboxes in accordance with the Standard Plans. The quantity to be paid for will be the number of mailboxes acceptably removed and reinstalled.

The basis of payment for **Mailboxes** shall be paid as per EACH.

120-1A Excavation for Widening or Unsuitable Material:

Excavate and construct embankments as required for the roadway, ditches, channel changes and borrow material. Use suitable excavated material or authorized borrow to prepare subgrades and foundations. Construct embankments in accordance with Standard Plans, Index 120-001. Compact and dress excavated areas and embankments.

Meet the requirements of Section 110 for excavation of material for clearing and grubbing and Section 125 for excavation and backfilling of structures and pipe.

The basis of payment for **Excavation for Widening or Unsuitable Materials** shall be paid as per CUBIC YARD.

305-1 Crack Sealing

Clean and seal joints and cracks in asphalt concrete roadway surfaces using the Cut and Seal method or the Crack Fill method.

Each Bidder shall include in their bid the material that the Bidder proposes to utilize for this application.

The basis of payment for **Crack Seal** shall be paid as per GALLON.

327-70-1A-D Milling of Existing Asphalt Pavement, 1" Average Depth:

Remove existing asphalt concrete pavement by milling to improve the rideability and cross slope of the finished pavement, to lower the finished grade adjacent to existing curb before resurfacing, or to completely remove existing pavement.

Milled material will be delivered to St. Lucie County Road & Bridge Division. St. Lucie County Road & Bridge Division will specify a location for the contractor to deliver milled material.

The basis of payment for **Milling Existing Asphalt Pavement, 1" Average Depth** shall be paid as per SQUARE YARD.

- 327-70-1A Milling 0 to 2,500 Square Yards
- 327-70-1B Milling 2,501 to 10,000 Square Yards
- 327-70-1C Milling 10,001 to 20,000 Square Yards
- 327-70-1D Milling over 20,001 Square Yards

327-70-4A-D Milling of Existing Asphalt Pavement, Variable Depths over 2":

Remove existing asphalt concrete pavement by milling to improve the rideability and cross slope of the finished pavement, to lower the finished grade adjacent to existing curb before resurfacing, or to completely remove existing pavement.

Milled material is to be delivered to St. Lucie County Road & Bridge Division.

The basis of payment for **Milling Existing Asphalt Pavement, 1" Average Depth** shall be paid as per SQUARE YARD.

- 327-70-4A Milling 0 to 2,500 Square Yards
- 327-70-4B Milling 2,501 to 10,000 Square Yards
- 327-70-4C Milling 10,001 to 20,000 Square Yards
- 327-70-4D Milling over 20,001 Square Yards

327-70-5A-D Milling of Existing Asphalt Pavement, 2" Average Depth:

Remove existing asphalt concrete pavement by milling to improve the rideability and cross slope of the finished pavement, to lower the finished grade adjacent to existing curb before resurfacing, or to completely remove existing pavement.

Milled material is to be delivered to St. Lucie County Road & Bridge Division.

The basis of payment for **Milling Existing Asphalt Pavement, 2" Average Depth** shall be paid as per SQUARE YARD.

- 327-70-2A Milling 0 to 2,500 Square Yards
- 327-70-2B Milling 2,501 to 10,000 Square Yards
- 327-70-2C Milling 10,001 to 20,000 Square Yards
- 327-70-2D Milling over 20,001 Square Yards

334-1-131A-D Superpave Asphaltic Concrete (Traffic C, SP 9.5), 1”:

Construct a Superpave Asphalt Concrete pavement with the type of mixture specified in the Contract Documents, or when offered as alternates, as selected. Superpave mixes are identified as Type SP-9.5, Type SP-12.5 or Type SP-19.0.

Obtain Superpave Asphalt Concrete from a plant that is currently on the Department’s Production Facility Listing. Producers seeking inclusion on the list shall meet the requirements of Section 105. Producers must meet the requirements of Section 320 for plant and equipment and the general construction requirements of Section 330.

The basis of payment for **Superpave Asphaltic Concrete (Traffic C, SP 9.5), 1”** shall be paid as per SQUARE YARD.

- 334-1-131A Asphalt 0 to 2,500 Square Yards
- 334-1-131B Asphalt 2,501 to 10,000 Square Yards
- 334-1-131C Asphalt 10,001 to 20,000 Square Yards
- 334-1-131D Asphalt over 20,001 Square Yards

334-1-132A-D Superpave Asphaltic Concrete (Traffic C, SP 12.5), 1”:

Construct a Superpave Asphalt Concrete pavement with the type of mixture specified in the Contract Documents, or when offered as alternates, as selected. Superpave mixes are identified as Type SP-9.5, Type SP-12.5 or Type SP-19.0.

Obtain Superpave Asphalt Concrete from a plant that is currently on the Department’s Production Facility Listing. Producers seeking inclusion on the list shall meet the requirements of Section 105. Producers must meet the requirements of Section 320 for plant and equipment and the general construction requirements of Section 330.

The basis of payment for **Superpave Asphaltic Concrete (Traffic C, SP 12.5), 1”** shall be paid as per SQUARE YARD.

- 334-1-132A Asphalt 0 to 2,500 Square Yards
- 334-1-132B Asphalt 2,501 to 10,000 Square Yards
- 334-1-132C Asphalt 10,001 to 20,000 Square Yards
- 334-1-132D Asphalt over 20,001 Square Yards

334-1-133A-D Superpave Asphaltic Concrete (Traffic C, SP 9.5), 2”:

Construct a Superpave Asphalt Concrete pavement with the type of mixture specified in the Contract Documents, or when offered as alternates, as selected. Superpave mixes are identified as Type SP-9.5, Type SP-12.5 or Type SP-19.0.

Obtain Superpave Asphalt Concrete from a plant that is currently on the Department’s Production Facility Listing. Producers seeking inclusion on the list shall meet the requirements of Section 105. Producers must meet the requirements of Section 320 for plant and equipment and the general construction requirements of Section 330.

The basis of payment for **Superpave Asphaltic Concrete (Traffic C, SP 9.5), 2”** shall be paid as per SQUARE YARD.

334-1-133A Asphalt 0 to 2,500 Square Yards
334-1-133B Asphalt 2,501 to 10,000 Square Yards
334-1-133C Asphalt 10,001 to 20,000 Square Yards
334-1-133D Asphalt over 20,001 Square Yards

334-1-134A-D Superpave Asphaltic Concrete (Traffic C, SP 12.5), 1”:

Construct a Superpave Asphalt Concrete pavement with the type of mixture specified in the Contract Documents, or when offered as alternates, as selected. Superpave mixes are identified as Type SP-9.5, Type SP-12.5 or Type SP-19.0.

Obtain Superpave Asphalt Concrete from a plant that is currently on the Department’s Production Facility Listing. Producers seeking inclusion on the list shall meet the requirements of Section 105. Producers must meet the requirements of Section 320 for plant and equipment and the general construction requirements of Section 330.

The basis of payment for **Superpave Asphaltic Concrete (Traffic C, SP 12.5), 1”** shall be paid as per SQUARE YARD.

334-1-134A Asphalt 0 to 2,500 Square Yards
334-1-134B Asphalt 2,501 to 10,000 Square Yards
334-1-134C Asphalt 10,001 to 20,000 Square Yards
334-1-134D Asphalt over 20,001 Square Yards

335-3A Asphalt Rejuvenation:

The work specified in this section shall consist of furnishing all labor, material, and equipment necessary to perform all operations for the application of an asphalt rejuvenating agent to asphaltic concrete surface courses.

The rejuvenation of surface courses shall be accomplished by spray application of a maltene based cationic rejuvenating agent composed of petroleum oils and resins emulsified with water. All work shall be in accordance with the specifications, the applicable drawings, and subject to the terms and conditions of this contract.

Each Bidder shall include in their bid the asphalt rejuvenating agent that the Bidder proposes to utilize for this application.

The basis of payment for **Asphalt Rejuvenation** shall be paid as per SQUARE YARD.

335-4A Fog Seal:

The work consists of applying a bituminous fog seal to an existing pavement surface or to a newly constructed chip seal surface.

Each Bidder shall include in their bid the Fog Seal that the Bidder proposes to utilize for this application.

The basis of payment for **Fog Seal** shall be paid as per SQUARE YARD.

570-1A-B Performance Turf:

Establish a growing, healthy turf over all disturbed areas. Maintain performance turf areas until final acceptance of all Contract work in accordance with Section 5-11 and the establishment requirements of 570-4 have been met.

The basis of payment for Performance Turf shall be paid as per SQUARE YARD.

905-324-1A-C Full Depth Reclamation (FDR):

This work shall consist of the preparation of a stabilized base course composed of a mixture of the existing bituminous concrete pavement, existing base course material, emulsified asphalt, Portland cement and other additives per the mix design. The manufacturing of the stabilized base course shall be accomplished by in-place pulverizing and blending of the existing pavement and base materials, and the introduction of asphalt emulsion, cement, and additives if called for in the Special Conditions or design mix formula. The process which results in a stabilized base course shall be accomplished in accordance with these specifications and conform to the lines and grades established by the engineer. Existing asphalt pavement shall be pulverized by a method that does not damage the material below the plan depth as shown on the appropriate roadway section or as specified by the design as approved by the County. Any additional Geotechnical services requested by the County will be a pass-through charge and not subject to markup by the contractor.

The basis of payment for Full Depth Reclamation shall be paid as per SQUARE YARD.

- 905-324-1A 0 to 2,500 Square Yards
- 905-324-1B 2,501 to 10,000 Square Yards
- 905-324-1C 10,001 to 20,000 Square Yards
- 905-324-1D over 20,001 Square Yards

905-324-2A-C Cold-In-Place Recycled Pavement (CIP):

The work specified in this Technical Provision consists of the in-place construction of a Cold Recycled Bituminous Base Course, using either reclaimed asphalt pavement (RAP) material and/or reclaimed aggregate material (RAM), combined with virgin aggregates and/or bituminous material. It is the intent of this contract to recycle 100% of the existing asphalt pavement and a predetermined portion of the base, as necessary to ensure that the completed recycled base course will be of a consistent material and thickness throughout, including, but not limited to, all existing asphalt pavement and base adjacent to all concrete curbing, storm sewer inlets, manholes, sanitary sewer manholes, and all utility valve boxes. The existing asphalt pavement and base in the above-described locations must be included in the recycling process in order to construct a bituminous base course with a uniform thickness throughout 100% of the proposed area. The intent of this contract is to utilize the specified process which is clearly defined within this specification. Therefore, Full Depth Reclamation or any variation of Full Depth Reclamation will not be accepted. Any additional Geotechnical services requested by the County will be a pass-through charge and not subject to markup by the contractor.

The basis of payment for **Cold-In-Place Recycled Pavement** shall be paid as per SQUARE YARD.

- 905-324-2A 0 to 2,500 Square Yards
- 905-324-2B 2,501 to 10,000 Square Yards
- 905-324-2C 10,000 to 25,000 Square Yards
- 905-324-2C over 25,001 Square Yards

905-324-3 Cement – Cement Treatment:

When a blend of asphalt emulsion and Portland cement is specified the Portland cement shall be type I or II and conform to the latest standard requirements of ASTM C150 and AASHTO M85. When cement is added with the emulsion no more than 2.5% shall be used on the project, unless approved by the Engineer.

The basis of payment for **Cement – Cement Treatment** shall be paid as per TON.

905-324-4 Asphaltic Emulsion – Emulsion Treated Base:

When the mix design calls for stabilization with asphalt emulsion, utilize CSS-1h or CMS-2h, meeting the requirements of AASHTO M 208-01 (2009) and approved by the State Materials Office prior to use..

The basis of payment for **Asphaltic Emulsion – Emulsion Treated Base** shall be paid as per GALLON.

917-335-1A-E Micro-Surfacing:

Construct a micro surfacing pavement with a mixture of polymer-modified emulsified asphalt, mineral aggregate, mineral filler, water, and other additives, properly proportioned, mixed and spread on a paved surface.

The mix shall, after curing and initial traffic consolidation, resist compaction throughout the entire design tolerance range of asphalt binder content and thickness to be encountered. The end product shall maintain a skid-resistant surface throughout the service life of the micro surfacing.

The mix shall be a quick-traffic system that will be able to accept straight rolling traffic one hour after application.

The basis of payment for **Micro-Surfacing** shall be paid as per SQUARE YARDS.

- 917-335-1A Single Application, 0 to 15,000 Square Yards
- 917-335-1B Single Application over 15,001 Square Yards
- 917-335-1C Double Application, 0 to 15,000 Square Yards
- 917-335-1D Double Application over 15,001 Square Yards

917-335-1E Rut Filling:

Fill ruts with a mixture of polymer-modified emulsified asphalt, mineral aggregate, mineral filler, water, and other additives, properly proportioned, and mixed.

The mix shall be capable of being spread in variable thickness cross-sections (wedges, ruts, scratch courses and surfaces) which, after curing and initial traffic

consolidation, resists compaction throughout the entire design tolerance range of asphalt binder content and variable thickness to be encountered. The end product shall maintain a skid-resistant surface in variable thick sections throughout the service life of the micro surfacing.

The mix shall be a quick-traffic system that will be able to accept straight rolling traffic one hour after application.

The basis of payment for **Rut Filling** shall be paid as per TON.

920-335-1A-F Chip Seal

The work specified in this section consists of furnishing and applying a single, double or triple application of bituminous surface treatment on a paved roadway or on a prepared road base, compacted to the lines, grades, and thickness established by the County and in substantial conformance with the limits established by the owner.

Chip Seal is a surface treatment option that combines a layer of polymer modified liquid asphalt emulsion placed on a prepared base with a layer of aggregate spread and compacted while the asphalt is still liquid.

The basis of payment for Chip Seal shall be paid as per SQUARE YARDS.

920-335-1A Single Application, 0 to 15,000 Square Yards

920-335-1B Single Application, over 15,001 Square Yards

920-335-1C Double Application, 0 to 15,000 Square Yards

920-335-1D Double Application, over 15,001 to Square Yards

920-335-1E Variable Depths over 2", 0 to 15,000 Square Yards

920-335-1F Variable Depths over 2", over 15,001 Square Yards

4.0 SUPPLEMENTAL CONDITIONS

WORK SCHEDULES AND OVERTIME

The Contractor shall attend a Pre-Construction meeting. Two (2) weeks prior to scheduling a Pre-Construction meeting, the Contractor shall submit, for approval, a work schedule listing the order of the streets and estimated duration of work to be completed on each street, along with maintenance of traffic plans for each street demonstrating how he intends to progress with construction within the contract limits.

No work shall be done between the hours of 3:30 P.M. and 7:00 A.M., nor on Saturday, Sunday, or legal holidays observed by St. Lucie County, in any case without the written approval or permission of the Project Manager. The normal work shift for County Inspectors shall begin at 7:00 A.M. and end at 3:30 P.M. Monday through Friday. Any work performed before or after the normal work shift, or on Saturday, Sunday, or legal holidays shall be considered overtime and shall be paid for by the Contractor. If permission is obtained from the County's Project Manager to work between 3:30 P.M. and 7:00 A.M., the Contractor shall bear all expenses for inspection. Such overtime inspection expenses will be recovered by deductions from periodic partial payments.

The Contractor will be issued a formal Notice to Proceed at or shortly after the Pre-Construction Meeting. The Contractor shall proceed with work at the specified job location

within 10 calendar days of receipt of the written Notice to Proceed and Purchase Order. After the initial notification, the Contractor shall provide service in accordance with the approved work schedule. After commencing work, the work shall continue without any interruptions until completion.

The Contractor must give the Project Manager a minimum of twenty-four (24) hours written notice of any paving operation, listing the date, time, and road location the Contractor will begin a surfacing operation. Should the Contractor fail to give such notice, and a County Representative not be present at the site during the paving operation, **NO** payment will be made for the material placed until and unless the Contractor can produce proof, to the Project Manager's satisfaction, of the amount of material claimed to have been placed. Any such claim shall be made, in writing, within fourteen (14) calendar days of the placement of the material. Any such claim made after fourteen (14) calendar days will not be allowed and no payment will be made for the disputed material under the claim.

SCHEDULING OF WORK – The Contractor shall supply a work schedule to be approved by the Project Manager. The County shall review and approve the schedule submitted and reserves the right to demand reasonable changes or adjustments or to reject the entire proposed schedule. Surfacing projects that do not start within 7 calendar days of the agreed upon scheduled date shall be assessed liquidated damages of \$700.00, and thereafter \$100.00, per calendar day in addition to any liquidated damages incurred for not completing the surfacing project on time.

The Contractor shall make every effort to stay on schedule and shall complete all routine work during the scheduled calendar week and within approved scheduled time. Failure to complete the surfacing project within the approved scheduled days shall result in liquidated damages being applied to the surfacing project invoice of \$100.00 per calendar day. Time extensions may be granted for extenuating circumstances, at the sole discretion of the County. A rain day, upon request, shall be granted for each day rain exceeds 1" and an additional day for each additional 1" of rain. Rainfall will be determined by the nearest South Florida Water Management District gauges at www.sfwmd.gov/weather-radar/rainfall-historical/daily.

The Project Manager will determine if work not done on schedule constitutes a deficiency.

CONSTRUCTION SITE SIGNAGE

The Contractor shall comply with the requirements of the Manual on Traffic Control Devices, U.S. Department of Transportation, and Federal Highway Administration. These requirements include, but not limited to, advanced and construction zone signage, flagging operations and methods, lane closures, etc. In addition the Contractor shall maintain an "UNEVEN PAVEMENT", at each approach to the resurfacing area. This sign(s) shall remain in place at all times until to final wearing surface is complete and the temporary traffic stripe is placed. It shall be the responsibility of the Contractor to insure all necessary and required signs are in place prior to starting the operations, maintained during the operations, and removed at the completion of the operations.

TRAFFIC FLOW

The Contractor shall maintain a clear, well defined method of traffic control at all times while performing the work, and shall be consistent with current requirements as

established in FDOT standard indexes 600-651. The Contractor will not be allowed to block pedestrian walkways, park benches, or impede the flow vehicular traffic in any manner.

All Chip Seal and Asphalt operations and general safety of the work area shall be the responsibility of the Contractor. Securing the work area each day shall include ensuring a maximum pavement drop-off of 1 inch at the end of pavement laid and the absence of dangerous or loose material posing a hazard to pedestrian or vehicular traffic.

CONTRACTOR RESPONSIBILITIES

The Contractor certifies, by submission of his bid, that the Contractor will perform the services agreed upon in a timely and professional manner in accordance with currently accepted professional standards.

All construction shall be in compliance with the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Latest Edition, and any supplements thereto and NCHRP Synthesis 342 Chip Seal Best Practices.

MANHOLES AND VALVE BOXES

Manholes, and valve boxes shall be covered with an approved material during the operation and shall be removed immediately after the street has been chip sealed and fog sealed. The Contractor is responsible for locating all exposed manholes and valve boxes prior to chip sealing.

WEATHER LIMITATIONS

The Chip Seal shall not be applied when the pavement is moist, threat of rain showers, or other environmental factors which could affect the performance of the Chip Seal construction.

UNSATISFACTORY WORK

The Contractor shall correct unsatisfactory work within twenty-four (24) hours of notification by the County.

PROTECTION OF PROPERTY

At all times, the Contractor shall guard from damage or loss to property of the County, and shall replace or repair any loss or damage unless such damage is caused by the County or other contractors. The County may withhold payment, or make such deductions as it might deem necessary, to insure reimbursement for loss or damage to property through negligence of the Contractor or the Contractor's agents.

DAMAGE TO COUNTY PROPERTY

Care is to be taken at all times to prevent damage to facilities or structures on site, both public and private, including but not limited to, signage, lighting, benches, private and public fencing, sidewalks, curbing, culverts, inlet and outlet structures. Any existing damage is to be reported immediately to the County. Damage attributed to the Contractor or their agents due to wrongful or negligent acts will be repaired and deducted from payment due to the Contractor.

REGULATIONS

The Contractor shall conform to all Federal, State and County regulations during the performance of the agreement. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the Contractor. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on the job site. Continued violations by a Contractor shall constitute cause for immediate termination of the agreement.

CONTRACTOR EXPERIENCE

The Contractor shall have a minimum of three years' experience in the placement of Bituminous Asphaltic materials.

PROJECT MANAGER

The Contractor shall keep during the term of this Contract a competent Project Manager and any necessary assistants, all of which shall be satisfactory to the Owner's Project Manager. The Contractor, as soon as practicable after the award of the Contract, but prior to the issuance of the Notice-to-Proceed, shall furnish in writing to the Owner's Project Manager the name and qualifications of the Project Manager who will be in charge of the project, along with the Project Manager's contact information. The Owner's Project Manager may reply within fourteen (14) days to the Contractor in writing stating whether he/she has objection to the proposed Project Manager or requires additional time for review. The failure of the Owner's Project Manager to make objection to the Contractor's Project Manager within the fourteen days (14) of receipt shall constitute an acceptance of such Project Manager.

The parties shall direct all matters arising in connection with the performance of this Contract, other than invoices and notices, to the attention of the Project Managers for attempted resolution or action. Except as otherwise provided for in the Contract, the Project Managers shall be responsible for overall resolution or action. The Project Managers shall be responsible for overall coordination and oversight relating to the performance of this Contract. The Project Manager, however, has no authority to approve or execute Change Order Work.

The Contractor shall not use a Project Manager to whom the Owner has made reasonable and timely objection. The Contractor shall not change their Project Manager without the Owner's consent.

The Owner's Project Manager shall be able to reach the Contractor's Project Manager at their cell phone/direct connect number at all hours (24/7). The Contractor shall give sufficient superintendence to the work using his best skill and attention.

At any time, the Owner's Project Manager, with or without cause, may request that the Contractor replace any individual with an individual acceptable to the Owner.

ATTACHMENT A
EQUIPMENT LIST

Bidders must include a list of all equipment either owned or leased by the bidder that will be utilized for the services listed in this bid document.

1. _____ : Own _____ Leased: _____
2. _____ : Own _____ Leased: _____
3. _____ : Own _____ Leased: _____
4. _____ : Own _____ Leased: _____
5. _____ : Own _____ Leased: _____
6. _____ : Own _____ Leased: _____
7. _____ : Own _____ Leased: _____
8. _____ : Own _____ Leased: _____
9. _____ : Own _____ Leased: _____
10. _____ : Own _____ Leased: _____
11. _____ : Own _____ Leased: _____
12. _____ : Own _____ Leased: _____
13. _____ : Own _____ Leased: _____
14. _____ : Own _____ Leased: _____
15. _____ : Own _____ Leased: _____
16. _____ : Own _____ Leased: _____
17. _____ : Own _____ Leased: _____
18. _____ : Own _____ Leased: _____
19. _____ : Own _____ Leased: _____
20. _____ : Own _____ Leased: _____
21. _____ : Own _____ Leased: _____
22. _____ : Own _____ Leased: _____
23. _____ : Own _____ Leased: _____
24. _____ : Own _____ Leased: _____
25. _____ : Own _____ Leased: _____
26. _____ : Own _____ Leased: _____
27. _____ : Own _____ Leased: _____
28. _____ : Own _____ Leased: _____
29. _____ : Own _____ Leased: _____
30. _____ : Own _____ Leased: _____

Company name: _____

****Completed Form must be submitted with bid proposal****

ATTACHMENT B

REFERENCES

Contractor shall furnish the names, addresses, and telephone numbers of a minimum of three (3) firms or government organizations for which the Contractor is currently furnishing, or has furnished, similar services.

Company/Gov Name:	
Address:	
Contact Person/ Job Title:	
Telephone Number:	
E-mail Address:	
Company/Gov Name:	
Address:	
Contact Person/ Job Title:	
Telephone Number:	
E-mail Address:	
Company/Gov Name:	
Address:	
Contact Person/ Job Title:	
Telephone Number:	
E-mail Address:	

This form must be completed and returned with bid submittal.

ATTACHMENT C

BIDDER'S QUALIFICATIONS STATEMENT

BID No. 20-062

Roadway Surfacing, Reconstruction, and Preservation

THE UNDERSIGNED GUARANTEES THE TRUTH AND ACCURACY OF ALL STATEMENTS AND ANSWERS HEREIN CONTAINED:

BIDDER'S GENERAL INFORMATION:

Bidder shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

1. Bidder's Name, Principal Address, Phone and Fax Number:

2. Number of years as a Contractor in this type of work: _____

3. Names and titles of all officers, partners or individuals doing business under trade name:

_____	_____
_____	_____
_____	_____

4. The business is a: Sole Proprietorship Partnership Corporation

5. Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

6. What is the last contract of this nature that you have completed?

7. Have you ever failed to complete work awarded to you? If so, when, where and why?

8. Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

9. List three SIGNIFICANT CONTRACTS completed within the past five years.

10. List ALL CURRENT CONTRACTS.

The BIDDER acknowledges and understands that the information contained in response to this Qualification's Statement shall be relied upon by COUNTY in awarding the contract and such information is warranted by BIDDER to be true. The discovery of any omission or misstatement that materially affects the BIDDER'S qualifications to perform under the contract shall cause the COUNTY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

The BIDDER also acknowledges that all information listed above may be checked by the COUNTY and authorizes all entities or persons listed above to answer any and all questions. BIDDER hereby indemnifies the COUNTY and persons or entities listed above and hold them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information requested above.

By _____
(Signature)

Date _____

This form must be completed and returned with bid submittal.

ATTACHMENT D

VENDOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Pursuant to § 287.135, Florida Statutes, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with St. Lucie County for goods or services if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company: (1) is on the Scrutinized Companies that Boycott Israel List, created pursuant to § 215.4725, Florida Statutes, or is engaged in a boycott of Israel; (2) is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to § 215.473, Florida Statutes; or (3) is engaged in business operations in Cuba or Syria.

If the bidder or contractor is found to have falsified the attached affidavit, the Board of County Commissioners of St. Lucie County may terminate the contract or reject the bid.

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared

_____, who, being by me first duly sworn, made the following statement:

1. The Business address of (name of bidder or contractor) is: _____

2. My relationship to _____ (name of bidder or contractor) is _____ (relationship such as sole proprietor, partner, president, vice president).

3. I understand that "Boycott of Israel" has the same meaning as defined in § 215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. _____ (name of the bidder or contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to § 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

6. _____ (name of the bidder or contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to § 215.473, Florida Statutes.

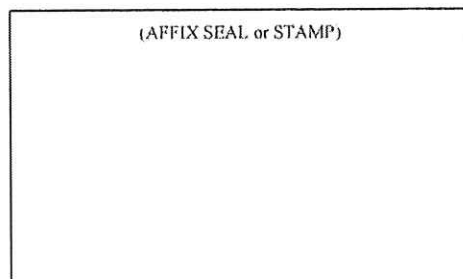
7. _____ (name of the bidder or contractor) is not engaged in business operations in Cuba or Syria.

Signature

Sworn to and subscribed before me in the state and county first mentioned above on the _____ day of _____, 20____.

Notary Public

My commission expires:



****This form must be filled out, notarized and submitted with bid proposal. ****

**BOARD OF COUNTY
COMMISSIONERS**



**PURCHASING
DEPARTMENT**

ADDENDUM No. 1

**BID No. 20-062
Roadway Surfacing, Reconstruction, and Preservation**

August 25, 2020

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project, and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

ATTACHMENTS:

Questions/Answers
Revised Specifications
Revised Bid Form

Please sign and return by e-mail to ciminod@stlucieco.org or fax to (772) 462-1704.

Name of Firm: _____

Signature: _____

Date: _____

Questions received for Bid No. 20-062 Roadway Surfacing, Reconstruction & Preservation

Question 1 The County's last two contracts required bidders to bid every item. Will the County reconsider requiring bidders to bid every item in group B and C? Items in both groups are dependent on each other, for instance:

-Full Depth Reclamation/Cold In-place Recycling require hot mix asphalt to be paved on top- is the County prepared to have one contractor perform the FDR/CIR and another do the paving? Scheduling between two different contractors brings about many challenges. Not having the base course paved in a timely manner leads to deformations and pot holes in the base. This can lead to overages in the asphalt and a lot of finger pointing. By having one contractor oversee the project from start to finish these issues can be eliminated.

- Micro Surfacing and Chip Seal are required for Cape Seal. Is the county prepared to have one contractor do the Chip Seal and another do the Micro Surfacing? Scheduling would also be an issue between contractors with both of these processes if cape seal was used. Leaving chip seal under covered for too long can lead to premature ravel, unnecessary complaints, and a poor finished product. Only using one contractor would ensure both processes are completed in a timely manner resulting in a better finished product for the county.

Answer 1 The County will allow bidders to bid specific items in groups B and C. The award will be based on the major items of work for each group and failing to provide pricing for each item in the group may affect the review and award.

Question 2 Awarding to multiple contractors is problematic and will make things convoluted for the contractors and the county. Would the County please reconsider making bidders bid all items in each group and awarding the contract to the lowest responsive bidder?

It is no different than requiring every bidder to bid every item in group A. No company would self perform all of the items in Group A but one contractor would be in charge of the projects where items in that group were used.

Answer 2 The County reserves the right to award a single contract or multiple contracts whichever serves the County's interests.

Question 3 Specifications- on the virtual Pre-Bid meeting it was stated that FDOT specs would be followed.

For group C is the county planning on following the FPPC specs listed on FDOT's website? This would include specs for: Reclamite, Fog Seal, Crack Seal, Micro Surfacing, and Chip Seal.

Answer 3 In the absence of FDOT approved specifications; FHWA Section 400 of the FHWA Standard Specifications for Construction of Roads & Bridges on Federal Highway Projects will apply to items in Group C. These specifications can be accessed through the following link:

<https://highways.dot.gov/sites/fhwa.dot.gov/files/docs/federal-lands/specs/12851/fp14.pdf#page=219>

The Bidder is required to provide the specification for the rejuvenating agent that is proposed for use under Item 335-3A.

Question 4 For Group B there is currently no FDR or CIR spec on the FDOT website. They are revising the FDR spec (it's not on the website) and they have not adopted a CIR spec yet. The specification is critical for these items as it outlines the testing required for the mix design, onsite testing/QC and post testing requirements. Which ensures the County is getting a quality product. Would the County supply a detailed specification for FDR and CIR?

Answer 4 In the absence of FDOT approved specifications, FHWA Section 300 of the FHWA Standard Specifications for Construction of Roads & Bridges on Federal Highway Projects will apply to Full-Depth Reclamation and Cold-in-Place Recycling. These specifications can be accessed through the following link:

<https://highways.dot.gov/sites/fhwa.dot.gov/files/docs/federal-lands/specs/12851/fp14.pdf#page=219>

Question 5 Attachment B- References- Does the bidder have to supply references for each item its bidding in group B and C? Do these references have to be in the State of Florida with a City or County?

Answer 5 The references provided by the bidder should be representative of the general work types for which bids are submitted.

The references should be for work done within the State of Florida. Work done for government agencies within the state are preferred to work done for private businesses. All references will be accepted.

Question 6 Is the performance turf bahia?

Answer 6 Performance Turf is to match existing turf in adjacent area.

Question 7 SP-9.5 asphalt paving list @ 2" depth, has to be 2 lifts (maximum depth 1.5" per lift)

Answer 7 When SP9.5 HMA is specified it will be placed in two lifts.

Question 8 SP-12.5 asphalt paving cannot be laid @ 1" (minimum 1.5" lift)?

Answer 8 SP 12.5 HMA will be specified for resurfacing projects requiring 2" or more only. Items 334-1-132A-D Superpave Asphaltic Concrete (Traffic C, SP 12.5), 1" will be removed from the bid. (See revised pages 12, 13, 14, 15, & 19)

Question 9 Will Delta Mist™ Penetrating Asphalt Spray Rejuvenator Seal be approved as an equivalent for Reclamite? (Manufacturers Certification attached)

Answer 9 Delta Mist will be accepted as equivalent to Reclamite for Pay Item #335-3A Reclamite or Equivalent Pavement Rejuvenation.

Construct a Superpave Asphalt Concrete pavement with the type of mixture specified in the Contract Documents, or when offered as alternates, as selected. Superpave mixes are identified as Type SP-9.5, Type SP-12.5 or Type SP-19.0.

Obtain Superpave Asphalt Concrete from a plant that is currently on the Department's Production Facility Listing. Producers seeking inclusion on the list shall meet the requirements of Section 105. Producers must meet the requirements of Section 320 for plant and equipment and the general construction requirements of Section 330.

The basis of payment for **Superpave Asphaltic Concrete (Traffic C, SP 9.5), 1"** shall be paid as per SQUARE YARD.

- 334-1-131A Asphalt 0 to 2,500 Square Yards
- 334-1-131B Asphalt 2,501 to 10,000 Square Yards
- 334-1-131C Asphalt 10,001 to 20,000 Square Yards
- 334-1-131D Asphalt over 20,001 Square Yards

~~334-1-132A-D Superpave Asphaltic Concrete (Traffic C, SP 12.5), 1"~~

~~Construct a Superpave Asphalt Concrete pavement with the type of mixture specified in the Contract Documents, or when offered as alternates, as selected. Superpave mixes are identified as Type SP-9.5, Type SP-12.5 or Type SP-19.0.~~

~~Obtain Superpave Asphalt Concrete from a plant that is currently on the Department's Production Facility Listing. Producers seeking inclusion on the list shall meet the requirements of Section 105. Producers must meet the requirements of Section 320 for plant and equipment and the general construction requirements of Section 330.~~

~~The basis of payment for **Superpave Asphaltic Concrete (Traffic C, SP 12.5), 1"** shall be paid as per SQUARE YARD.~~

- ~~334-1-132A Asphalt 0 to 2,500 Square Yards~~
- ~~334-1-132B Asphalt 2,501 to 10,000 Square Yards~~
- ~~334-1-132C Asphalt 10,001 to 20,000 Square Yards~~
- ~~334-1-132D Asphalt over 20,001 Square Yards~~

334-1-133A-D Superpave Asphaltic Concrete (Traffic C, SP 9.5), 2"

Construct a Superpave Asphalt Concrete pavement with the type of mixture specified in the Contract Documents, or when offered as alternates, as selected. Superpave mixes are identified as Type SP-9.5, Type SP-12.5 or Type SP-19.0.

Obtain Superpave Asphalt Concrete from a plant that is currently on the Department's Production Facility Listing. Producers seeking inclusion on the list shall meet the requirements of Section 105. Producers must meet the requirements of Section 320 for plant and equipment and the general construction requirements of Section 330.

The basis of payment for **Superpave Asphaltic Concrete (Traffic C, SP 9.5), 2"** shall be paid as per SQUARE YARD.

- 334-1-133A Asphalt 0 to 2,500 Square Yards

BID No. 20-062

Roadway Surfacing, Reconstruction, and Preservation

1.0 SCOPE

The Specifications consist of preparation and surfacing various County roads and final cleanup, associated appurtenances, and other related work.

The County will offer a two (2) year contract with three (3) one-year renewal options.

PRICING

The successful bidder shall furnish and apply product at the unit price indicated on the bid unit price form for the applicable distance to any location within St. Lucie County.

PLANS

There are no separate plans for this project. Sketches may accompany each individual project that may result from this bid.

2.0 BID UNIT PRICE SCHEDULE

All items in Group A must be bid in order to be considered responsive. Group B and Group C may be awarded to one or more contractors based on the best interest of the County.

Group A - General (Required)			
Item	Description	Unit	Unit Price
Mobilization			
101-1A	Work Order Total \$0.00 - \$50,000	LS	
101-1B	Work Order Total \$50,001 - \$100,000	LS	
101-1C	Work Order Total \$100,001 - \$500,000	LS	
101-1D	Work Order Total Over \$500,000	LS	
Maintenance of Traffic			
102-1A	Standard FDOT 600 Series MOT for Lane Closure	DA	
Miscellaneous			
104-13-1	Silt Fence Type III	LF	
110-7-1A	Mailbox (Remove and Replace)	EA	
339-1	Miscellaneous Asphalt	TN	
570-1	Performance Turf	SY	
577-70A	Shoulder Rework	SY	
918-331	Bituminous Patching Material	CF	
ADA Standards			
520-1-11	Concrete Curb & Gutter, Variable Height, Type F	LF	
522-2	Concrete Sidewalk & Driveways, 6"	SY	
527-2	Detectable Warnings	SF	
Painted Pavement Markings			
710-11-121	Standard, White, Solid 6"	LF	

710-11-122	Standard, White, Solid 8"	LF	
710-11-123	Standard, White, Solid 12"	LF	
710-11-124	Standard, White, Solid 18"	LF	
710-11-125	Standard, White, Solid 24"	LF	
Item	Description	Unit	Unit Price
710-11-131	Standard, White Skip 6"	LF	
710-11-141	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	
710-11-16	Standard, White, Message	EA	
710-11-17	Standard, White, Arrows	EA	
710-11-18	Standard, White, Yield Line	LF	
710-11-221	Standard, Yellow, Solid 6"	LF	
710-11-222	Standard, Yellow, Solid 8"	LF	
710-11-223	Standard, Yellow, Solid 12"	LF	
710-11-224	Standard, Yellow, Solid 18"	LF	
710-11-225	Standard, Yellow, Solid 24"	LF	
710-11-231	Standard, Yellow, Skip 6"	LF	
710-11-241	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	

Group B – Resurfacing/ Reconstruction			
Item	Description	Unit	Unit Price
Milling 0 to 2,500 Square Yards			
327-70-1A	1" Average Depth	SY	
327-70-5A	2" Average Depth	SY	
327-70-4A	Variable Depths over 2"	SY	
Milling 2,501 to 10,000 Square Yards			
327-70-1B	1" Average Depth	SY	
327-70-5B	2" Average Depth	SY	
327-70-4B	Variable Depths over 2"	SY	
Milling 10,001 to 20,000 Square Yards			
327-70-1C	1" Average Depth	SY	
327-70-5C	2" Average Depth	SY	
327-70-4C	Variable Depths over 2"	SY	
Milling over 20,001 Square Yards			
327-70-1D	1" Average Depth	SY	
327-70-5D	2" Average Depth	SY	
327-70-4D	Variable Depths over 2"	SY	
Asphalt Types from 0 to 2,500 Square Yards			
334-1-131A	Superpave Asphaltic Concrete (Traffic C, SP 9.5), 1"	SY	
334-1-133A	Superpave Asphaltic Concrete (Traffic C, SP 9.5), 2"	SY	
334-1-134A	Superpave Asphaltic Concrete (Traffic C, SP 12.5), 2"	SY	
Asphalt Types from 2,501 to 10,000 Square Yards			
334-1-131B	Superpave Asphaltic Concrete (Traffic C, SP 9.5), 1"	SY	

334-1-133B	Superpave Asphaltic Concrete (Traffic C, SP 9.5), 2"	SY	
334-1-134B	Superpave Asphaltic Concrete (Traffic C, SP 12.5), 2"	SY	
Asphalt Types from 10,001 to 20,000 Square Yards			
334-1-131C	Superpave Asphaltic Concrete (Traffic C, SP 9.5), 1"	SY	
334-1-132C	Superpave Asphaltic Concrete (Traffic C, SP 12.5), 1"	SY	
334-1-133C	Superpave Asphaltic Concrete (Traffic C, SP 9.5), 2"	SY	
334-1-134C	Superpave Asphaltic Concrete (Traffic C, SP 12.5), 2"	SY	
Asphalt Types over 20,001 Square Yards			
334-1-131D	Superpave Asphaltic Concrete (Traffic C, SP 9.5), 1"	SY	
334-1-132D	Superpave Asphaltic Concrete (Traffic C, SP 12.5), 1"	SY	
334-1-133D	Superpave Asphaltic Concrete (Traffic C, SP 9.5), 2"	SY	
334-1-134D	Superpave Asphaltic Concrete (Traffic C, SP 12.5), 2"	SY	
Full Depth Reclamation (FDR and Cold-in-Place (CIP) Recycling			
120-1A	Excavation for Widening or Unsuitable Material	CY	
905-324-3	Cement - Cement Treatment	TN	
905-324-4	Asphaltic Emulsion - Emulsion Treated Base	GAL	
Full Depth Reclamation (FDR) and Cold-in-Place (CIP) Recycling from 0 to 2,500 Square Yards			
905-324-1A	Pulverization (FDR)	SY	
905-324-2A	Recycling Bituminous Paving (CIP)	SY	
Full Depth Reclamation (FDR) and Cold-in-Place (CIP) Recycling from 2,501 to 10,000 Square Yards			
905-324-1B	Pulverization (FDR)	SY	
905-324-2B	Recycling Bituminous Paving (CIP)	SY	
Full Depth Reclamation (FDR) and Cold-in-Place (CIP) Recycling 10,001 to 25,000 Square Yards			
905-324-1C	Pulverization (FDR)	SY	
905-324-2C	Recycling Bituminous Paving (CIP)	SY	
Full Depth Reclamation (FDR) and Cold-in-Place (CIP) Recycling over 25,001 Square Yards			
905-324-1D	Pulverization (FDR)	SY	
905-324-2D	Recycling Bituminous Paving (CIP)	SY	

Group C - Preservation/ Restoration			
Item	Description	Unit	Unit Price
Pavement Preservation			
335-3A	Reclamite or Equivalent Pavement Rejuvenation	SY	
335-4A	Fog Seal	SY	
350-99A	Crack Sealing	GAL	
Micro-Surfacing			
917-335-1A	Single Application 0 to 15,000 Square Yards	SY	
917-335-1B	Single Application over 15,001 Square Yards	SY	
917-335-1C	Double Application 0 to 15,000 Square Yards	SY	
Item	Description	Unit	Unit Price
917-335-1D	Double Application over 15,001 Square Yards	SY	

917-335-1E	Rut Filling	TN	
	Chip Seal		
917-335-2A	Single Application 0 to 15,000 Square Yards	SY	
917-335-2B	Single Application over 15,001 Square Yards	SY	
917-335-2C	Double Application 0 to 15,000 Square Yards	SY	
917-335-2D	Double Application over 15,001 Square Yards	SY	
917-335-2E	Variable Depths over 2" 0 to 15,000 Square Yards	SY	
917-335-2F	Variable Depths over 2" over 15,001 Square Yards	SY	

BID UNIT PRICE SCHEDULE

All bid items shall include all costs for furnishing to the owner all materials, equipment and supplies, permits and for all costs incurred in providing all work shown on the **Roadway Surfacing, Reconstruction, and Preservation** project outlined in the contract specifications for the construction.

NOTE: This bid is on a unit price basis. The total estimated amount is for bid comparison purposes only. The contractor should field verify the actual site conditions prior to time of bidding and before submitting the bid proposal. The contractor should read the special conditions and the requirements for insurance before submitting a bid proposal. The contractor should verify the quantities to be included in the construction contract. The contractor shall furnish St. Lucie County with a \$5,000.00 Cash Performance Bond. The Cash Performance Bond shall continue in effect for one duration of the contract as guarantee against construction defects. Density testing shall be at the expense of St. Lucie County, except for failing tests, which shall be charged to the contractor.

I have attached the required 5% Bid Security to this Bid.

Date _____

Bidder _____
(Company Name)

By _____
(Signature)

By _____
(Printed Name)

Title _____

Mailing Address _____

Office Number _____

Fax Number _____



Manufacturers Certification *for* Delta Mist™ Penetrating Asphalt Spray Rejuvenator Seal

This Manufacturers Certification contains a compilation of independent laboratory test results conducted by NCAT, (National Center for Asphalt Technology at Auburn University), as accredited by the American Association of State Highway Transportation Officials (AASHTO) Materials Reference Laboratory (AMRL).

FAA P-632 specification for bituminous pavement rejuvenation is the current governing standard by which penetrating asphalt pavement rejuvenation product applied to previously placed hot mix asphalt (HMA), is proven to perform on the ability to decrease the viscosity of the binder material, to reduce the rate of loss of fines and to retard crack propagation without causing an unacceptable reduction in the friction characteristics (skid resistance) of the pavement section. A full copy of the independent report (s) is available upon request.

Table 1. Pavement Three (3) Years or Less in Age

Property of Recovered Binder ²	Requirement	Test Method
Absolute Viscosity _{60°C} , P	≥ 25% Decrease ²	ASTMD2171
Complex Modulus _{60°C} , G*		AASHTO T315
Viscosity _{60°C} , η = G* / ω Pa·s		
Phase Angle _{60°C} , δ, °	Report	

Table 2. Pavement More than Three (3) Years in Age

Property of Recovered Binder ²	Requirement	Test Method
Absolute Viscosity _{60°C} , P	≥ 40% Decrease ²	ASTMD2171
Complex Modulus _{60°C} , G*, kPa		AASHTO T315
Viscosity _{60°C} , η* = G* / ω Pa·s		
Phase Angle _{60°C} , δ, °	Report	



Delta Mist™ Penetrating Asphalt Spray Rejuvenator Seal

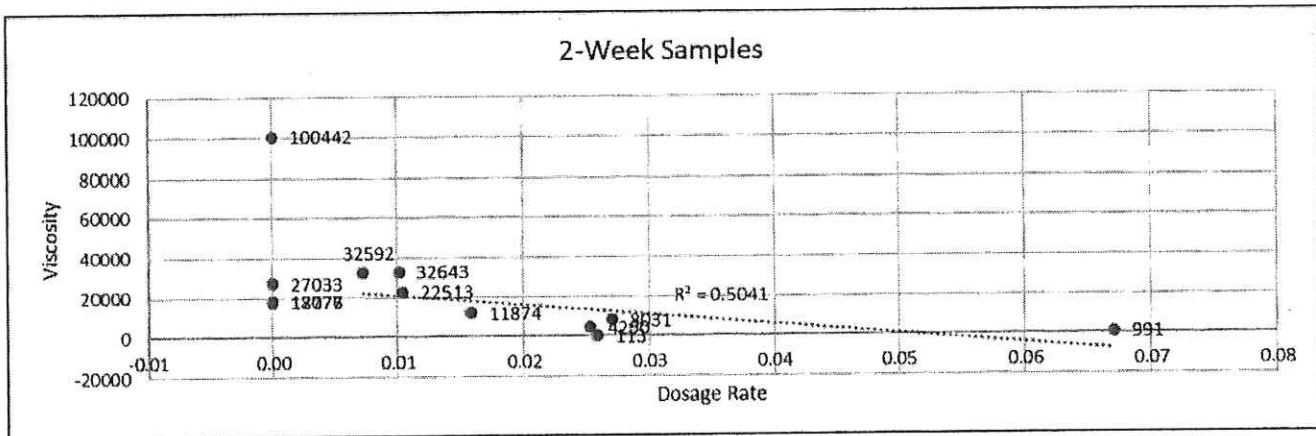
Source: NCAT off-track testing facility
April 2018 on a 6 year old Mississippi DOT
dense graded 4.75 mm surface mix design.

NCAT test procedures for Delta Mist™ include a
binder study for viscosity reduction and recovery.

Friction testing and skid analysis for sections listed
below are tested and analyzed per most current
standards utilizing;

Dynamic Friction Tester (DFT) ASTM E1911
AASHTO Pavement Friction Requirements compliant

@60°C									
Two-week Cores	Section	Material	Rate, g/yd ²	G*, kPa	Phase Angle, °	Complex Visc, mPaS	Abs Viscosity, PaS	Corr Rate	
	3	10.0%	0.072	99.94	65.5	1.01E+07	32592	0.0072	
	4	10.0%	0.101	88.93	66.2	5.17E+06	32643	0.0101	
	5	20.0%	0.052	85.87	66.6	8.56E+06	22513	0.0104	
	6	20.0%	0.079	51.56	68.4	5.17E+06	11874	0.0158	
	7	20.0%	0.126	24.50	71.9	2.46E+06	4290	0.0252	
	11	20.0%	0.129	0.12	82.8	1.01E+05	113	0.0258	
	1	100.0%	0.027	39.75	67.3	3.97E+06	8031	0.0270	
	2	100.0%	0.067	7.63	74.0	7.63E+05	991	0.0670	
		North Control #1	NA	125.50	63.6	1.28E+07	100442	0.0000	
		South Control #1	NA	72.75	67.3	7.28E+06	17776	0.0000	
		North Control #2	NA	75.15	65.4	7.54E+06	18077	0.0000	
		South Control #2	NA	84.42	65.5	8.57E+06	27033	0.0000	



A full copy of the independent report (s) is available upon request.

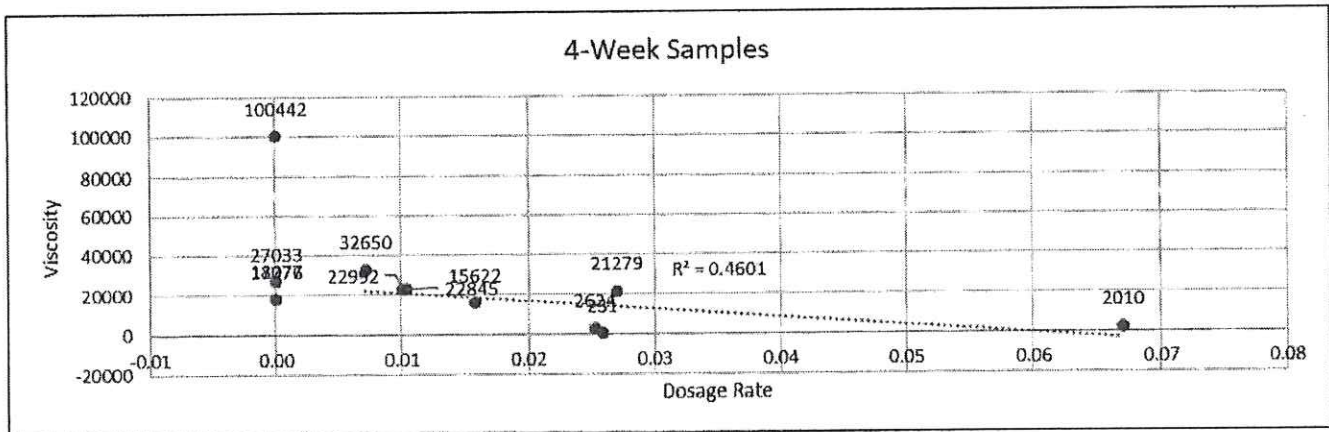
Source: NCAT off-track testing facility
April 2018 on a 6 year old Mississippi DOT
dense graded 4.75 mm surface mix design.

NCAT test procedures for Delta Mist™ include a
binder study for viscosity reduction and recovery.

Friction testing and skid analysis for sections listed
below are tested and analyzed per most current
standards utilizing;

Dynamic Friction Tester (DFT) ASTM E1911
AASHTO Pavement Friction Requirements compliant

Four-week Cores	Section	Material	Rate, g/yd ²	G*, kPa	Phase Angle, °	Complex Visc, mPaS	Abs Viscosity, PaS	Corr Rate
	3	10.0%	0.072	97.70	65.6	9.87E+06	32650	0.0072
	4	10.0%	0.101	91.07	66.4	9.18E+06	22992	0.0101
	5	20.0%	0.052	95.15	66.0	9.50E+06	22845	0.0104
	6	20.0%	0.079	66.94	67.6	6.72E+06	15622	0.0158
	7	20.0%	0.126	31.12	71.6	3.12E+06	2624	0.0252
	11	20.0%	0.129	1.01	83.1	1.01E+05	231	0.0258
	1	100.0%	0.027	64.32	66.6	6.43E+06	21279	0.0270
	2	100.0%	0.067	11.65	72.6	1.16E+06	2010	0.0670
		North Control #1	NA	125.50	63.6	1.28E+07	100442	0.0000
		South Control #1	NA	72.75	67.3	7.28E+06	17776	0.0000
		North Control #2	NA	75.15	65.4	7.54E+06	18077	0.0000
		South Control #2	NA	84.42	65.5	8.57E+06	27033	0.0000



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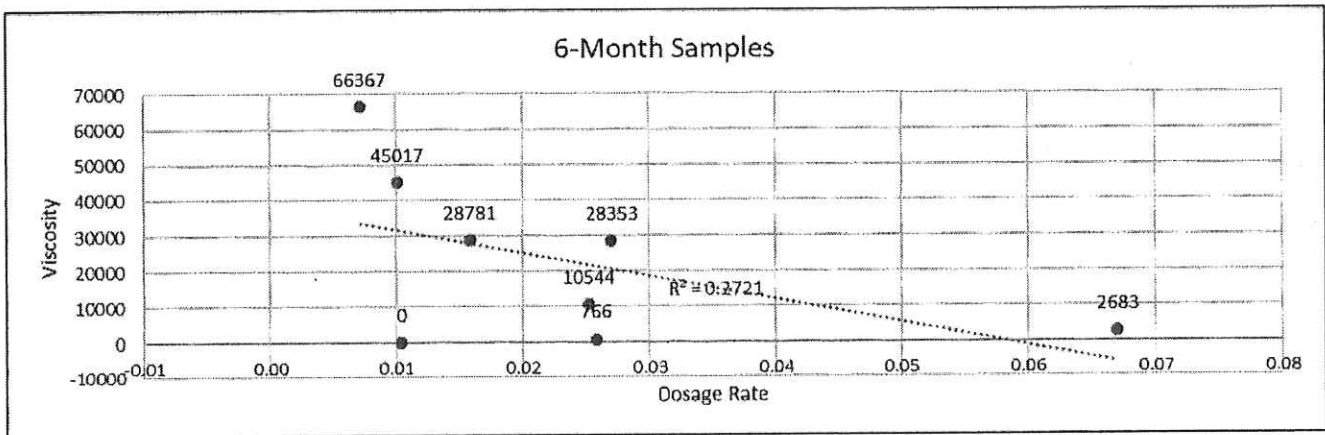
Source: NCAT off-track testing facility
April 2018 on a 6 year old Mississippi DOT
dense graded 4.75 mm surface mix design.

NCAT test procedures for Delta Mist™ include a
binder study for viscosity reduction and recovery.

Friction testing and skid analysis for sections listed
below are tested and analyzed per most current
standards utilizing;

Dynamic Friction Tester (DFT) ASTM E1911
AASHTO Pavement Friction Requirements compliant

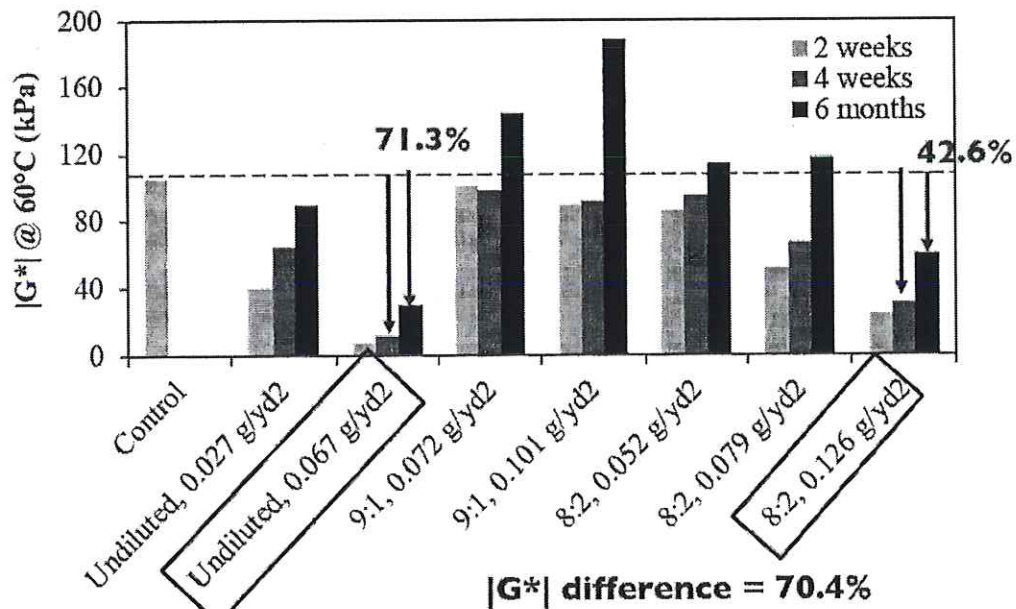
Six-Month Cores	Section	Material	Rate, g/yd ²	G*, kPa	Phase Angle, °	Complex Visc, mPaS	Abs Viscosity, PaS	Corr Rate
	3	10.0%	0.072	143.92	62.5	1.44E+07	66367	0.0072
	4	10.0%	0.101	187.77	63.3	1.90E+07	45017	0.0101
	5	20.0%	0.092	113.50	63.1	1.14E+07	not enough	0.0104
	6	20.0%	0.079	117.50	63.2	1.17E+07	28781	0.0158
	7	20.0%	0.126	60.30	66.6	6.03E+06	10544	0.0252
	11	20.0%	0.129	5.92	73.5	5.92E+05	766	0.0258
	1	100.0%	0.027	89.50	62.7	8.99E+06	28353	0.0270
	2	100.0%	0.067	30.17	64.9	3.02E+06	2683	0.0670



A full copy of the independent report (s) is available upon request.



Complex Modulus ($|G^*|$) @ 60°C, 10 rad/sec (kPa)



$|G^*|$ difference = 88.9%

$|G^*|$ difference = 70.4%

FAA P-632 Procedure

For pavement more than 3 years in age, 30-45 days after application of rejuvenation product → $|G^*|$ @ 60°C must have % decrease \geq **40%**

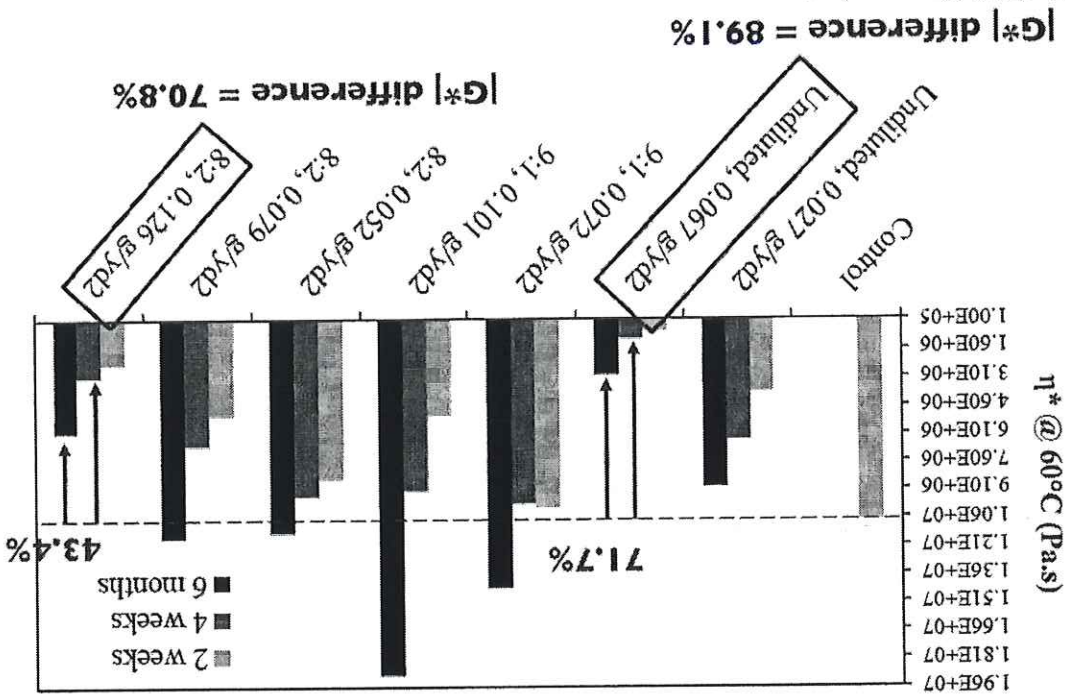


Source: NCAT off-track testing facility
April 2018 on a 6 year old Mississippi DOT
dense graded 4.75 mm surface mix design.

A full copy of the independent report (s) is available upon request.



Complex Viscosity @ 60°C (Pa.s) $\eta^* = |G^*|/\omega$



FAA P-632 Procedure
For pavement more than 3 years in age, 30-45 days after application of rejuvenation product $\rightarrow \eta^* @ 60^\circ\text{C}$ must have % decrease $\geq 40\%$



Source: NCAT off-track testing facility
April 2018 on a 6 year old Mississippi DOT
dense graded 4.75 mm surface mix design.

A full copy of the independent report (s) is available upon request.

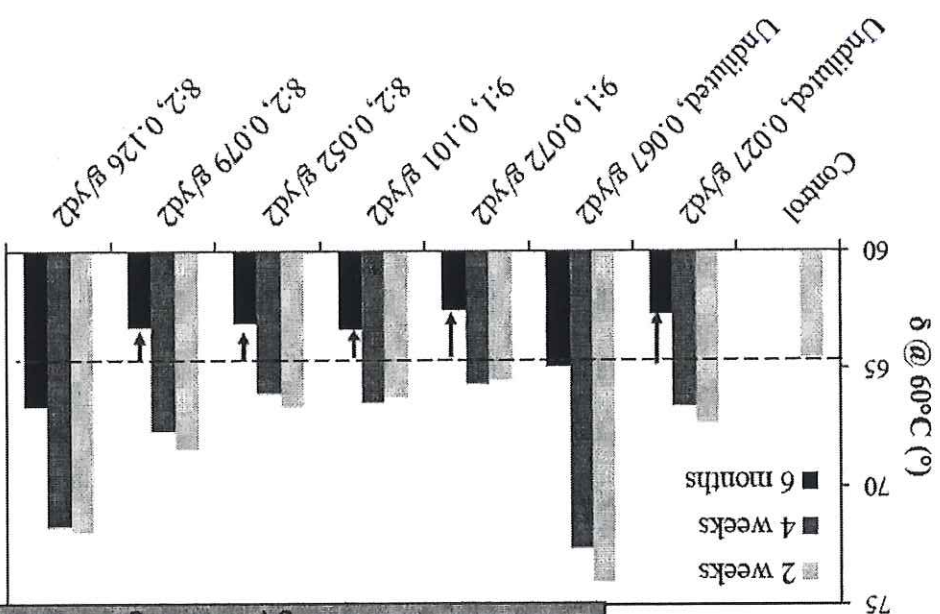


COLLABORATIVE
AGGREGATES LLC

Engineered Construction Products
Through Green Chemistry

Phase Angle @ 60°C (°)

More elastic decreasing phase angle after 6 months



FAA P-632 (Bituminous Pavement Rejuvenation) Procedure

No limit required.



Source: NCAT off-track testing facility
April 2018 on a 6 year old Mississippi DOT
dense graded 4.75 mm surface mix design.

A full copy of the independent report (s) is available upon request.

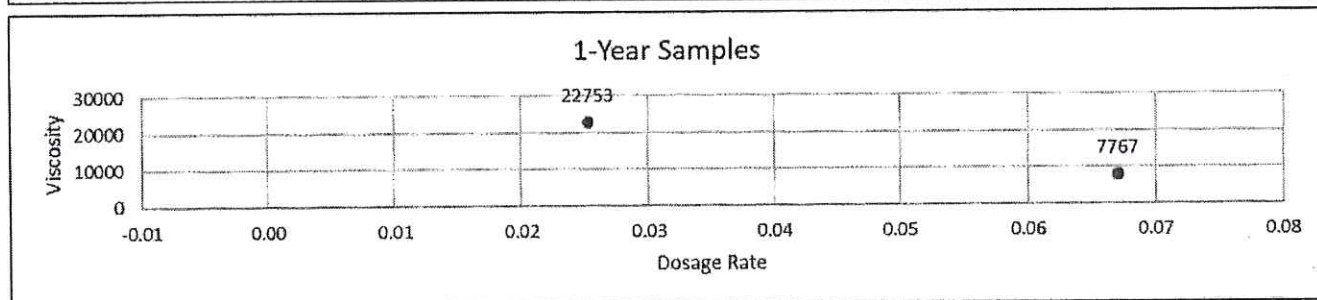
Source: NCAT off-track testing facility
April 2018 on a 6 year old Mississippi DOT
dense graded 4.75 mm surface mix design.

NCAT test procedures for Delta Mist™ include a binder study
for viscosity reduction and recovery.

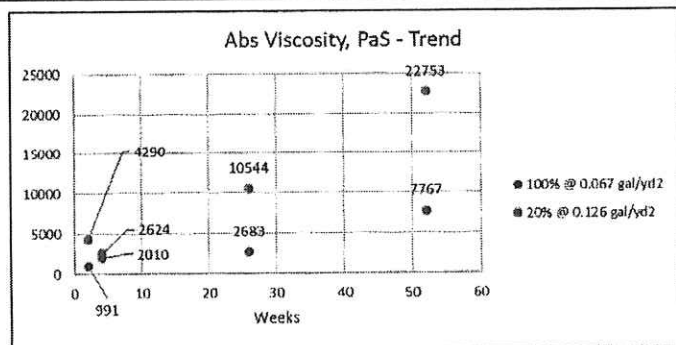
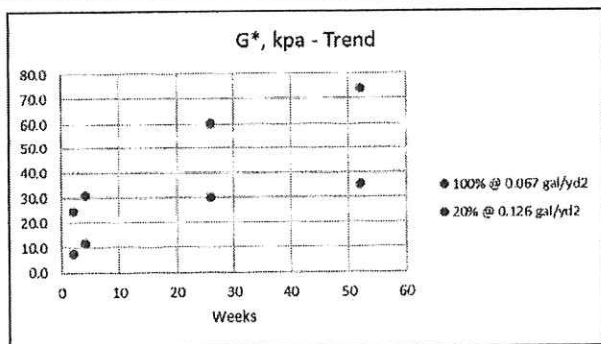
Friction testing and skid analysis for sections listed below
are tested and analyzed per most current standards utilizing;

Dynamic Friction Tester (DFT) ASTM E1911
ASHTO Pavement Friction Requirements compliant

One-Year Cores	Section	Material	Rate, g/yd ²	G*, kPa	Phase Angle, °	Complex Visc, mPaS	Abs Viscosity, PaS	Corr Rate
	2	100.0%	0.067	35.15	63.1	3.52E+06	7767	0.0670
	7	20.0%	0.126	73.88	66.2	7.39E+06	22753	0.0252



Trend	Section	Weeks	Rate	G*, kPa	Phase Angle, °	Complex Visc, mPaS	Abs Viscosity, PaS
Two Week	2	2	2	7.6	74	7.63E+05	991
Four Week	2	4	4	11.7	72.6	1.16E+06	2010
Six Months	2	26	26	30.2	64.9	3.02E+06	2683
Twelve Months	2	52	52	35.2	63.1	3.52E+06	7767
Two Week	7	2	2	24.5	71.9	2.46E+06	4290
Four Week	7	4	4	31.1	71.6	3.12E+06	2624
Six Months	7	26	26	60.3	66.6	6.03E+06	10544
Twelve Months	7	52	52	73.9	66.2	7.39E+06	22753



A full copy of the independent report (s) is available upon request.



Source: NCAT off-track testing facility
April 2018 on a 6 year old Mississippi DOT
dense graded 4.75 mm surface mix design.

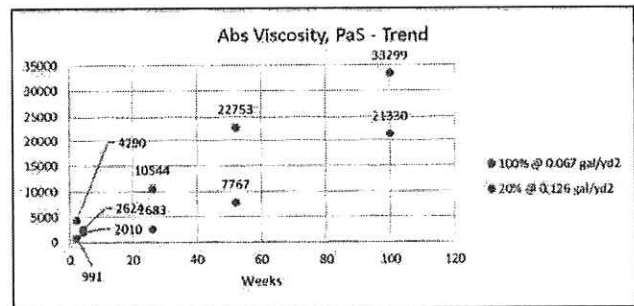
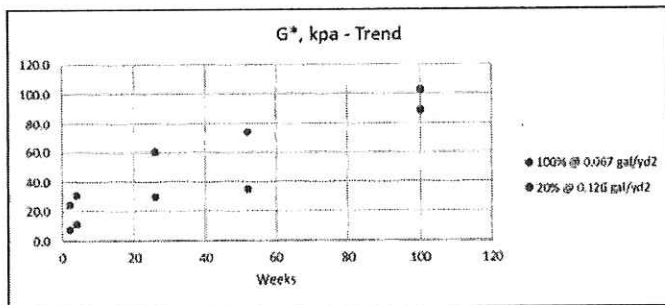
NCAT test procedures for Delta Mist™ include a binder study
for viscosity reduction and recovery.

Friction testing and skid analysis for sections listed below
are tested and analyzed per most current standards utilizing;

Dynamic Friction Tester (DFT) ASTM E1911
ASHTO Pavement Friction Requirements compliant

Two-Year Cores	Section	Material	Rate, g/yd ²	G*, kPa	Phase Angle, °	Complex Visc, mPaS	Abs Viscosity, PaS	Corr. Rate
	2	100.0%	0.067	89.08	57.6	8.91E+06	21330	0.0670
	7	20.0%	0.126	102.50	62.7	1.03E+07	33299	0.0252

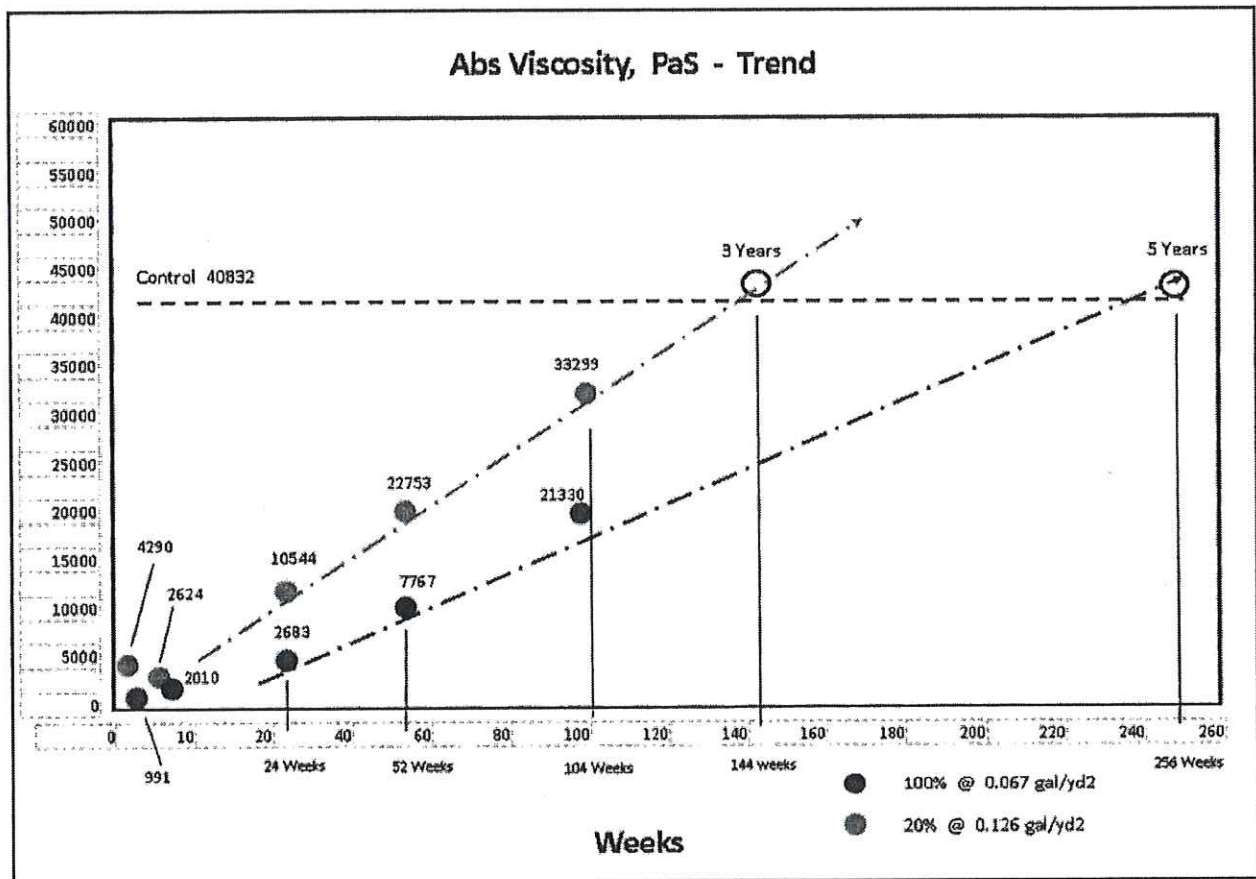
Trend	Section	Weeks	G*, kPa	Phase Angle, °	Complex Visc, mPaS	Abs Viscosity, PaS
Two Week	2	2	7.6	74	7.63E+05	991
Four Week	2	4	11.7	72.6	1.16E+06	2010
Six Months	2	26	30.2	64.9	3.02E+06	2683
Twelve Months	2	52	35.2	63.1	3.52E+06	7767
Twenty-four Months	2	100	89.1	57.6	8.91E+06	21330
Two Week	7	2	24.5	71.9	2.46E+06	4290
Four Week	7	4	31.1	71.6	3.12E+06	2624
Six Months	7	26	60.3	66.6	6.03E+06	10544
Twelve Months	7	52	73.9	66.2	7.39E+06	22753
Twenty-four Months	7	100	102.5	62.7	1.03E+07	33299



A full copy of the independent report (s) is available upon request.



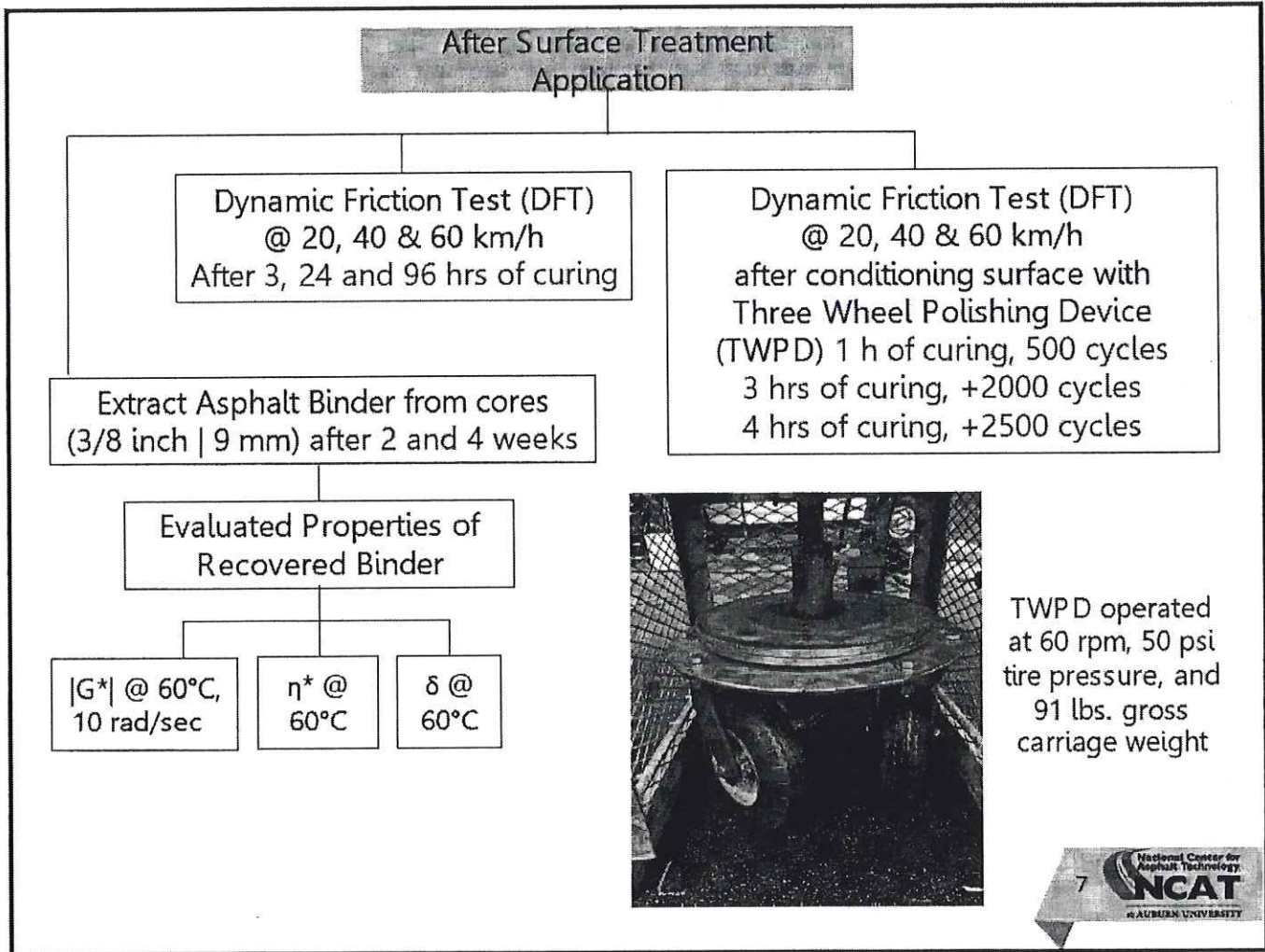
Graph below illustrates the projected duration of time between the initial application of Delta Mist™ rejuvenator and a second application of Delta Mist™ rejuvenator. Viscosity will slowly increase back during the binder recovery period to that it was prior to the initial treatment. There are no limits to multiple re-applications of Delta Mist™ penetrating asphalt rejuvenator for continued pavement life extension.



Graph illustrates viscosities from NCAT binder testing on the off-track facility, April 2018 on a 6 year old Mississippi DOT dense graded 4.75 mm surface mix design.



Skid Analysis / Friction Testing Evaluation Method



Source: Surface treatment selection process (09/2018) for Tennessee (S4) & Mississippi (S3) sections on the test track for the 2018 Pavement Preservation Study.

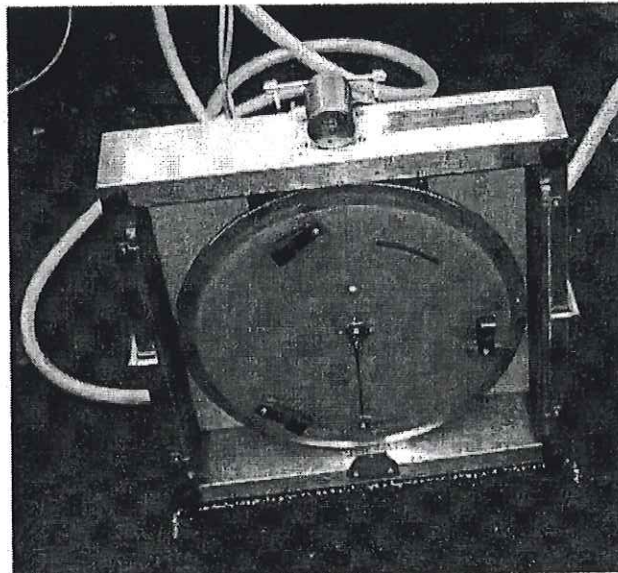
A full copy of the independent report (s) is available upon request.



Skid Analysis / Friction Testing Evaluation Method

Dynamic Friction (DF) Tester

Horizontal spinning disk fitted with 3 spring loaded rubber sliders which contact the paved surface as the disk rotational speed decreases due to the friction generated between the sliders and the paved surface. A water supply unit delivers water to the paved surface being tested. The torque generated by the slider forces measured during the spin down is then used to calculate the friction as a function of speed.



Source: Surface treatment selection process (09/2018) for Tennessee (S4) & Mississippi (S3) sections on the test track for the 2018 Pavement Preservation Study.

A full copy of the independent report (s) is available upon request.



**Friction Testing On-track
Pavement Preservation Study 2018**



**Materials – Section S3, Mississippi
DOT**

- Mix of sand and gravel, 25% RAP, constructed in 2012
- Asphalt content = 6.8% (PG 67-22 neat)

<i>Surface Treatment</i>	<i>Composition</i>	<i>Product Use by Manufacturer Recommendation</i>	<i>Application Rate</i>	<i>Residual</i>	<i>Dilution Rate</i>	<i>Residual Application Rate</i>
S3-A	N/A	Age-regenerating surface treatment	0.07 gal/yd ²	20%	2:1	0.014 gal/yd ²
S3-B	Plant-based rejuvenator	Topical rejuvenating seal	0.10 gal/yd ²	20%	Undiluted	0.020 gal/yd ²



Source: MnRoad/NCAT Partnership 2019 Fall Meeting for Tennessee (S4) & Mississippi (S3) sections on the test track for the 2018 Pavement Preservation Study.

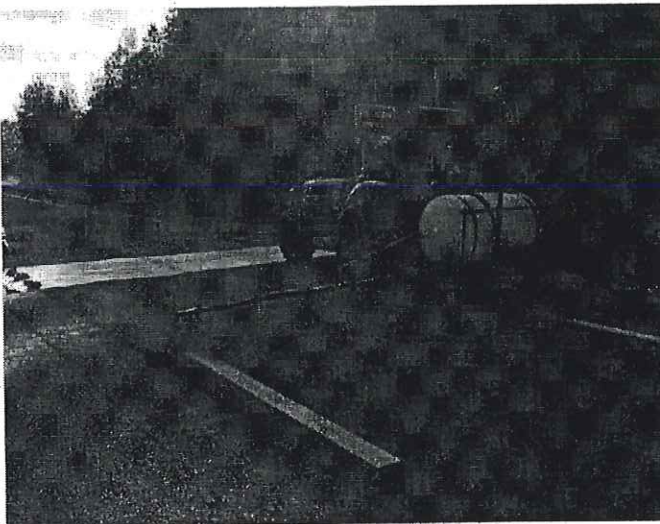
A full copy of the independent report (s) is available upon request.



**Friction Testing On-track
Pavement Preservation Study 2018**



Section S3, Mississippi DOT



S3-A application



S3-B application

Source: MnRoad/NCAT Partnership 2019 Fall Meeting for Tennessee (S4) & Mississippi (S3) sections on the test track for the 2018 Pavement Preservation Study.

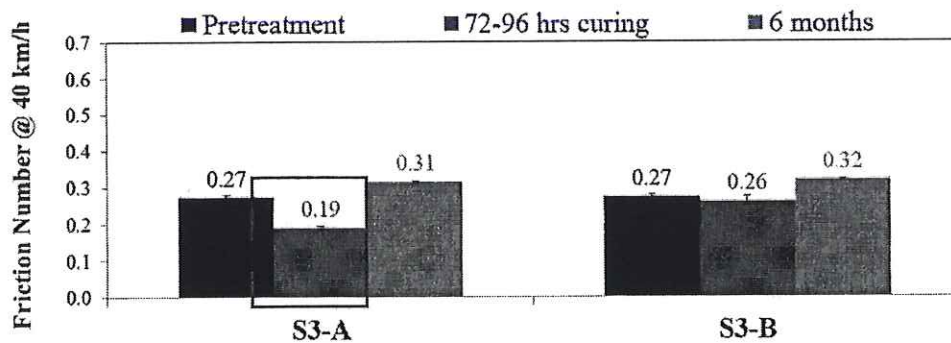
A full copy of the independent report (s) is available upon request.

Friction Testing On-track Pavement Preservation Study 2018



Dynamic Friction (DF) S3, Mississippi DOT

- Between 24-96h, friction value should be similar of pavement surface prior to treatment
 - **Decrease** in friction was observed for **S3-A**
- Long term friction evaluation should indicate no adverse effect with time
 - **Increase** in friction was observed for both **S3-A** and **S3-B**



Source: MnRoad/NCAT Partnership 2019 Fall Meeting for Tennessee (S4) & Mississippi (S3) sections on the test track for the 2018 Pavement Preservation Study.

S3-A *Competitive Product*

S3-B *Competitive Product*

Delta Mist™ penetrating asphalt spray rejuvenator most critical short term (72-96 hours curing) showed virtually **NO decrease** in friction value.

A full copy of the independent report (s) is available upon request.

Friction Testing On-track Pavement Preservation Study 2018



Materials – Section S4, Tennessee DOT

- Mix of sand and limestone, 15% F-RAP, constructed in 2015
- Asphalt content = 6.2% (PG 67-22 neat)

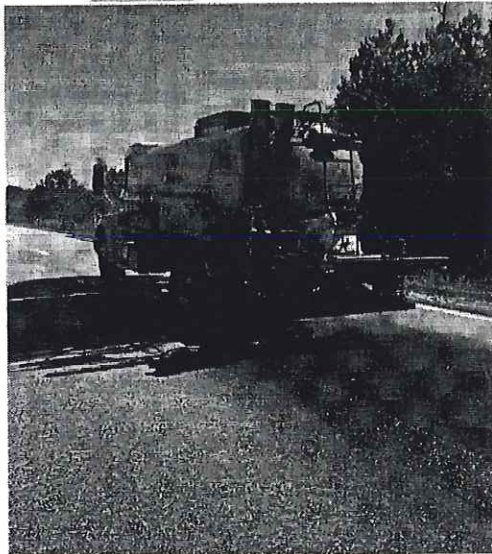
<i>Surface Treatment</i>	<i>Composition</i>	<i>Product Use by Manufacturer Recommendation</i>	<i>Application Rate</i>	<i>Residual</i>	<i>Dilution Rate</i>	<i>Residual Application Rate</i>
S4-A	Polymer-modified asphalt base	Rejuvenating fog seal	0.08 gal/yd ²	30%	Undiluted	0.024 gal/yd ²
S4-B	Maltene-based from naphthenic crude base	Asphalt pavement rejuvenator	0.08 gal/yd ²	50%	1:1	0.040 gal/yd ²

Source: MnRoad/NCAT Partnership 2019 Fall Meeting for Tennessee (S4) & Mississippi (S3) sections on the test track for the 2018 Pavement Preservation Study.



**Friction Testing On-track
Pavement Preservation Study 2018**

Section S4, Tennessee DOT



S4-A application



S4-B application

Source: MnRoad/NCAT Partnership 2019 Fall Meeting for Tennessee (S4) & Mississippi (S3) sections on the test track for the 2018 Pavement Preservation Study.

A full copy of the independent report (s) is available upon request.

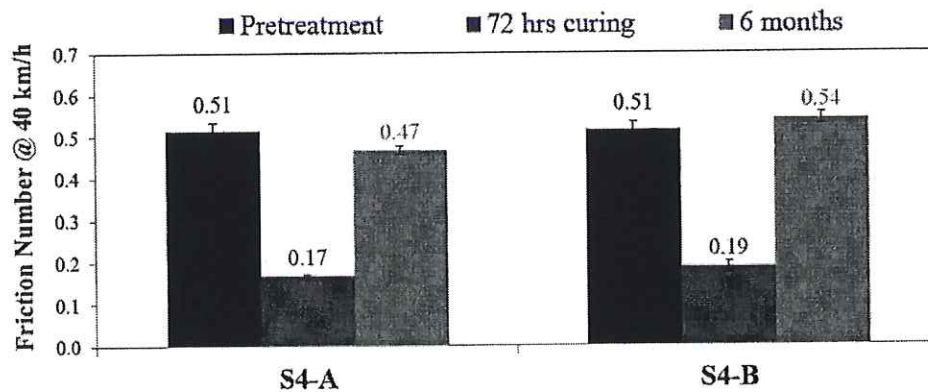


Friction Testing On-track Pavement Preservation Study 2018



Dynamic Friction (DF) S4, Tennessee DOT

- After 72 h of treatment application, a significant **decrease in friction** was observed for **S4-A** and
- After 6 months of treatment application, **higher friction value** of pavement surface was observed for section treated with **S4-B**



Source: MnRoad/NCAT Partnership 2019 Fall Meeting for Tennessee (S4) & Mississippi (S3) sections on the test track for the 2018 Pavement Preservation Study.

S4-A Competitive Product

Polymer-modified Asphalt

Significant **decrease in friction** in the most critical short term (72-96 hours curing)

S4-B Competitive Product

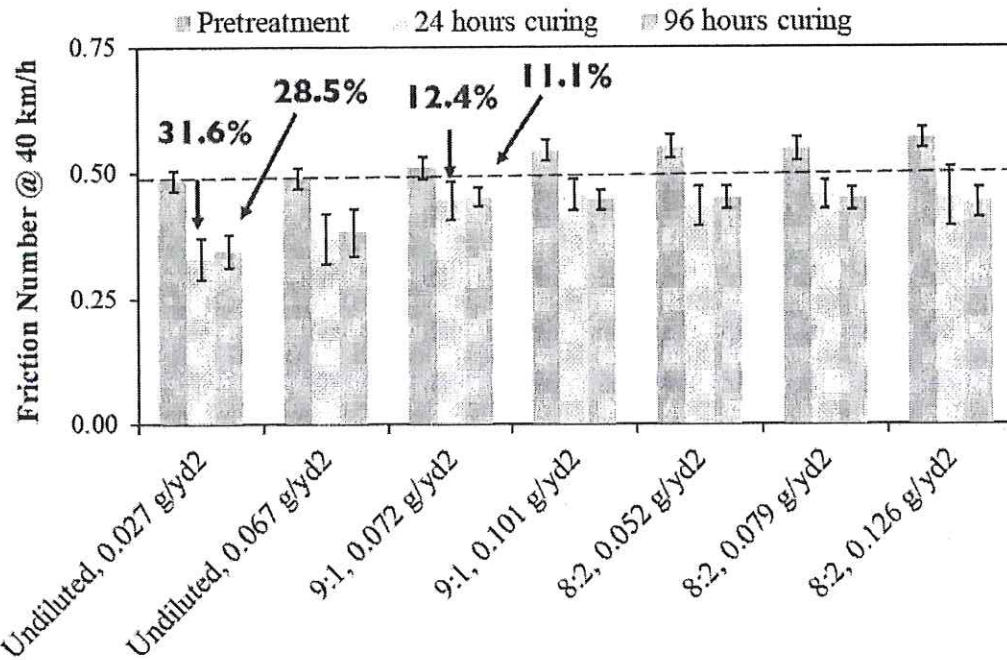
Maltene Based from naphthenic crude base

Significant **decrease in friction** in the most critical short term (72-96 hours curing)

A full copy of the independent report (s) is available upon request.



Skid Analysis / Friction Testing



After 24 hrs: decrease in friction between 12.4%–31.6%

After 96 hrs: decrease in friction between 11.1%–28.5%

FAA P-632 Procedure

Results between 24 and 96 hours indicate friction is increasing at a rate to obtain similar friction value of the pavement surface prior to application.



Source: NCAT off-track testing facility
April 2018 on a 6 year old Mississippi DOT
dense graded 4.75 mm surface mix design.

A full copy of the independent report (s) is available upon request.



at AUBURN UNIVERSITY

Project: Collaborative Aggregate
Date: 5/20/2020
Sample ID: Delta Mist Penetration Evaluation

	Penetration @ 25C, dmm
Untreated Sample	24
Treated Sample*	33
Percent Difference	38

*Delta Mist applied at approximately 0.126gallons/yd²

Tested by: Pamela Turner



warnerbabcock
institute for green chemistry

May 20, 2020

Re: Verification of Delta S Penetrometer and Viscosity Results for Recovered RAS Binder from 2015 Minnesota Study

To whom it may concern:

This letter is provided to confirm that testing has been completed on recovered binder dosed with Delta S, and the resulting viscosity and penetrometer reductions exceed the required minimum values as laid out in section 2.(1) of the Bexar County Specification for Asphalt Rejuvenator. This testing was completed by Recovery Technology Solutions (RTS), Minnesota in 2015.

Penetrometer:

- a. 100% recovered RAS binder: 14.9 mm
- b. Recovered RAS binder, dosed with Delta S: 25.5 mm

Viscosity (cP @ 300°F):

- a. 100% recovered RAS binder: 37,057
- b. Recovered RAS binder, dosed with Delta S: 15,730

Best regards,

**Joe Pont | CEO
WBI**

**John Warner | President and CTO
WBI**

warner babcock institute for green chemistry · 100 research drive · wilmington, massachusetts 01887 · T 978 229 5400 · F 978 229 5401



at AUBURN UNIVERSITY
277 Technology Parkway
Auburn, Alabama 36830

May 28, 2019

Dr. Jay Blanchini, Chief Operating Officer
Mr. Steve Wallace, Vice President of Sales
Collaborative Aggregates, LLC.
100 Research Drive
Wilmington, MA 01887

Re: Retroreflectivity on the NCAT Pavement Test Track

Dear Dr. Blanchini and Mr. Wallace,

This letter is written to document results from the surface measurements made on the NCAT Pavement Test Track on May 6th, 2019.

Retroreflectivity was measured on Mississippi DOT's (MDOT) surface rejuvenation pavement test section (section S3). This pavement was originally constructed in the 2012 research cycle and, at the time of testing, had over 22 million equivalent single-axle loads (ESALs) applied. The study aims to evaluate the effectiveness of a surface-applied rejuvenator product developed by Collaborative Aggregates known commercially as Delta Mist. An application of Delta Mist was made in Track section S3B in November of 2018.

Method

Each test section is 150 feet in length, however for this study, section S3 was sub-divided into two sub-sections to accommodate two materials, resulting in two 75-foot sub-sections. Due to the shortened nature of the testable area, five measurements were made on each 10-foot centerline stripe. Measurements were recorded using a RoadVista Stripemaster 2 Touch Retroreflectometer. Section S3B contained one partial stripe and one full-length stripe. Two measurements were possible on the partial stripe and five on the full-length stripe.

Results and Discussion

A 2016 Supplemental Notice of Proposed Amendment (SNPA) to the 2009 Manual for Uniform Traffic Control Devices (MUTCD) established new minimum thresholds for retroreflectivity on longitudinal pavement markings. This documents states that retroreflectivity shall be maintained "at or above 50 mcd/m²/lx for roadways with statutory or posted speed limits of 35 mph or greater" and "at or above 100 mcd/m²/lx for "roadways with statutory or posted speed limits of 70 mph or greater." All the measured retroreflectivity values exceeded these minimum thresholds. On average, the test section showed a value of 279 mcd/m²/lx. The results for each test location are shown in Table 1.



Table 1: Retroreflectivity

Section	Stripe	Test Location and Retroreflectivity, mcd/m ² /lx				
		1	2	3	4	5
S03B	Full	275	314	248	304	245
S03B	Partial	289	277			

If additional information is required regarding retroreflectivity measurements on Delta Mist treated Track section S3B, please don't hesitate to let us know.

Sincerely,

Mr. Jason Nelson
NCAT Test Track Manager

**BOARD OF COUNTY
COMMISSIONERS**



**PURCHASING
DEPARTMENT**

ADDENDUM No. 2

**BID No. 20-062
Roadway Surfacing, Reconstruction, and Preservation**

August 26, 2020

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project, and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

ATTACHMENTS:

Questions/Answers
Revised Bid Form

Please sign and return by e-mail to ciminod@stlucieco.org or fax to (772) 462-1704.

Name of Firm: _____

Signature: _____

Date: _____

Questions received on Bid No. 20-062

Q1: Can the County clarify the intention to award to multiple contractors based on each pavement preservation treatment independently? Should each bidder submit bids on the treatments they perform with the exception of Schedule A where we should submit a bid for all items, even though other than MOT and Mobilization most other items would not be part of some of the pavement preservation treatments?

A1: The County has not determined whether the contract will be awarded to a single contractor or multiple contractors. The contract or contracts awarded will be based on the bids that best serve the interests of the County. The bidders must bid items in Groups B and C with the understanding that they may be awarded to a single contractor or individually.

Q2: For the three one year contract renewals, will the County be utilizing the FDOT Bituminous price index to allow for inflation in construction materials, or other methods to compensate for increased costs associated with their contracts?

A2: Any determination on allowances for inflation will be negotiated at the time of renewal.

Q3: Will individual award of each pavement preservation treatment be based on the specific treatment item not Schedule A since each treatment may not utilize most or any of the bid items on Schedule A?

A: The items in Group A will not be the primary focus of the review but will be considered when awarding the contract(s).

Q4: In the technical specifications language, the specifications for each treatment reference specifications from FDOT, (FPPC specifications). Can you provide the link to ensure no confusion exists? Our understanding is that the intended specifications are found here: <https://www.fdot.gov/programmanagement/Implemented/LAP/FPPC/Default.shtm>

A4: The FPPC specifications identified on FDOT's website under Program Management – Local Agency are intended for the items in Group C with the exception of any materials proposed as equivalent to Item 335-3A Reclamite or Equivalent Pavement Rejuvenation must meet FAA Specification P-632. The specification can be downloaded via the following link: https://www.faa.gov/airports/engineering/construction_standards/ under Part 8 Surface Treatments.

Q5: Under the Pavement Preservation treatments Group C there are no quantities listed. In order to provide the County with the best price, can a quantity schedule be used as listed for the other groups in the Pavement Preservation Treatments?

A5: Items 335-3A, 335-4A, and 350-99A are to be bid as shown on the Bid Form.

Q6: Must a contractor bid all items in a Group C in order to be responsive or only those items they perform?

A6: In Groups B and C the contractor will not be considered unresponsive for declining to bid individual items. This applies to Group B and C only.

Q7: Two of the 1" SP-12.5 line items were not remove from the new bid form, items 334-1132C and 334-1-132D. Will these be corrected and a new bid form released?

A7: Yes, see revised Bid Form (Pages 12, 13, 14 & 15 of Bid Documents attached)

BID No. 20-062

Roadway Surfacing, Reconstruction, and Preservation

1.0 SCOPE

The Specifications consist of preparation and surfacing various County roads and final cleanup, associated appurtenances, and other related work.

The County will offer a two (2) year contract with three (3) one-year renewal options.

PRICING

The successful bidder shall furnish and apply product at the unit price indicated on the bid unit price form for the applicable distance to any location within St. Lucie County.

PLANS

There are no separate plans for this project. Sketches may accompany each individual project that may result from this bid.

2.0 BID UNIT PRICE SCHEDULE

All items in Group A must be bid in order to be considered responsive. Group B and Group C may be awarded to one or more contractors based on the best interest of the County.

Group A - General (Required)			
Item	Description	Unit	Unit Price
Mobilization			
101-1A	Work Order Total \$0.00 - \$50,000	LS	
101-1B	Work Order Total \$50,001 - \$100,000	LS	
101-1C	Work Order Total \$100,001 - \$500,000	LS	
101-1D	Work Order Total Over \$500,000	LS	
Maintenance of Traffic			
102-1A	Standard FDOT 600 Series MOT for Lane Closure	DA	
Miscellaneous			
104-13-1	Silt Fence Type III	LF	
110-7-1A	Mailbox (Remove and Replace)	EA	
339-1	Miscellaneous Asphalt	TN	
570-1	Performance Turf	SY	
577-70A	Shoulder Rework	SY	
918-331	Bituminous Patching Material	CF	
ADA Standards			
520-1-11	Concrete Curb & Gutter, Variable Height, Type F	LF	
522-2	Concrete Sidewalk & Driveways, 6"	SY	
527-2	Detectable Warnings	SF	
Painted Pavement Markings			
710-11-121	Standard, White, Solid 6"	LF	

710-11-122	Standard, White, Solid 8"	LF	
710-11-123	Standard, White, Solid 12"	LF	
710-11-124	Standard, White, Solid 18"	LF	
710-11-125	Standard, White, Solid 24"	LF	
Item	Description	Unit	Unit Price
710-11-131	Standard, White Skip 6"	LF	
710-11-141	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	
710-11-16	Standard, White, Message	EA	
710-11-17	Standard, White, Arrows	EA	
710-11-18	Standard, White, Yield Line	LF	
710-11-221	Standard, Yellow, Solid 6"	LF	
710-11-222	Standard, Yellow, Solid 8"	LF	
710-11-223	Standard, Yellow, Solid 12"	LF	
710-11-224	Standard, Yellow, Solid 18"	LF	
710-11-225	Standard, Yellow, Solid 24"	LF	
710-11-231	Standard, Yellow, Skip 6"	LF	
710-11-241	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	

Group B – Resurfacing/ Reconstruction			
Item	Description	Unit	Unit Price
Milling 0 to 2,500 Square Yards			
327-70-1A	1" Average Depth	SY	
327-70-5A	2" Average Depth	SY	
327-70-4A	Variable Depths over 2"	SY	
Milling 2,501 to 10,000 Square Yards			
327-70-1B	1" Average Depth	SY	
327-70-5B	2" Average Depth	SY	
327-70-4B	Variable Depths over 2"	SY	
Milling 10,001 to 20,000 Square Yards			
327-70-1C	1" Average Depth	SY	
327-70-5C	2" Average Depth	SY	
327-70-4C	Variable Depths over 2"	SY	
Milling over 20,001 Square Yards			
327-70-1D	1" Average Depth	SY	
327-70-5D	2" Average Depth	SY	
327-70-4D	Variable Depths over 2"	SY	
Asphalt Types from 0 to 2,500 Square Yards			
334-1-131A	Superpave Asphaltic Concrete (Traffic C, SP 9.5), 1"	SY	
334-1-133A	Superpave Asphaltic Concrete (Traffic C, SP 9.5), 2"	SY	
334-1-134A	Superpave Asphaltic Concrete (Traffic C, SP 12.5), 2"	SY	
Asphalt Types from 2,501 to 10,000 Square Yards			
334-1-131B	Superpave Asphaltic Concrete (Traffic C, SP 9.5), 1"	SY	

334-1-133B	Superpave Asphaltic Concrete (Traffic C, SP 9.5), 2"	SY	
334-1-134B	Superpave Asphaltic Concrete (Traffic C, SP 12.5), 2"	SY	
Asphalt Types from 10,001 to 20,000 Square Yards			
334-1-131C	Superpave Asphaltic Concrete (Traffic C, SP 9.5), 1"	SY	
334-1-133C	Superpave Asphaltic Concrete (Traffic C, SP 9.5), 2"	SY	
334-1-134C	Superpave Asphaltic Concrete (Traffic C, SP 12.5), 2"	SY	
Asphalt Types over 20,001 Square Yards			
334-1-131D	Superpave Asphaltic Concrete (Traffic C, SP 9.5), 1"	SY	
334-1-133D	Superpave Asphaltic Concrete (Traffic C, SP 9.5), 2"	SY	
334-1-134D	Superpave Asphaltic Concrete (Traffic C, SP 12.5), 2"	SY	
Full Depth Reclamation (FDR and Cold-in-Place (CIP) Recycling			
120-1A	Excavation for Widening or Unsuitable Material	CY	
905-324-3	Cement - Cement Treatment	TN	
905-324-4	Asphaltic Emulsion - Emulsion Treated Base	GAL	
Full Depth Reclamation (FDR) and Cold-in-Place (CIP) Recycling from 0 to 2,500 Square Yards			
905-324-1A	Pulverization (FDR)	SY	
905-324-2A	Recycling Bituminous Paving (CIP)	SY	
Full Depth Reclamation (FDR) and Cold-in-Place (CIP) Recycling from 2,501 to 10,000 Square Yards			
905-324-1B	Pulverization (FDR)	SY	
905-324-2B	Recycling Bituminous Paving (CIP)	SY	
Full Depth Reclamation (FDR) and Cold-in-Place (CIP) Recycling 10,001 to 25,000 Square Yards			
905-324-1C	Pulverization (FDR)	SY	
905-324-2C	Recycling Bituminous Paving (CIP)	SY	
Full Depth Reclamation (FDR) and Cold-in-Place (CIP) Recycling over 25,001 Square Yards			
905-324-1D	Pulverization (FDR)	SY	
905-324-2D	Recycling Bituminous Paving (CIP)	SY	

Group C - Preservation/ Restoration			
Item	Description	Unit	Unit Price
Pavement Preservation			
335-3A	Reclamite or Equivalent Pavement Rejuvenation	SY	
335-4A	Fog Seal	SY	
350-99A	Crack Sealing	GAL	
Micro-Surfacing			
917-335-1A	Single Application 0 to 15,000 Square Yards	SY	
917-335-1B	Single Application over 15,001 Square Yards	SY	
917-335-1C	Double Application 0 to 15,000 Square Yards	SY	
Item	Description	Unit	Unit Price
917-335-1D	Double Application over 15,001 Square Yards	SY	
917-335-1E	Rut Filling	TN	
Chip Seal			

917-335-2A	Single Application 0 to 15,000 Square Yards	SY	
917-335-2B	Single Application over 15,001 Square Yards	SY	
917-335-2C	Double Application 0 to 15,000 Square Yards	SY	
917-335-2D	Double Application over 15,001 Square Yards	SY	
917-335-2E	Variable Depths over 2" 0 to 15,000 Square Yards	SY	
917-335-2F	Variable Depths over 2" over 15,001 Square Yards	SY	

BID UNIT PRICE SCHEDULE

All bid items shall include all costs for furnishing to the owner all materials, equipment and supplies, permits and for all costs incurred in providing all work shown on the **Roadway Surfacing, Reconstruction, and Preservation** project outlined in the contract specifications for the construction.

NOTE: This bid is on a unit price basis. The total estimated amount is for bid comparison purposes only. The contractor should field verify the actual site conditions prior to time of bidding and before submitting the bid proposal. The contractor should read the special conditions and the requirements for insurance before submitting a bid proposal. The contractor should verify the quantities to be included in the construction contract. The contractor shall furnish St. Lucie County with a \$5,000.00 Cash Performance Bond. The Cash Performance Bond shall continue in effect for one duration of the contract as guarantee against construction defects. Density testing shall be at the expense of St. Lucie County, except for failing tests, which shall be charged to the contractor.

I have attached the required 5% Bid Security to this Bid.

Date _____

Bidder _____
(Company Name)

By _____
(Signature)

By _____
(Printed Name)

Title _____

Mailing Address _____

Office Number _____

Fax Number _____

3.0 SPECIFICATIONS

BOARD OF COUNTY
COMMISSIONERS



PURCHASING
DEPARTMENT

ADDENDUM No. 3

**BID No. 20-062
Roadway Surfacing, Reconstruction, and Preservation**

August 27, 2020

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project, and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

CLARIFICATION:

5% Bid Bond is not required for Bid No. 20-062.

Please sign and return by e-mail to ciminod@stlucieco.org or fax to (772) 462-1704.

Name of Firm: _____

Signature: _____

Date: _____

BOARD OF COUNTY
COMMISSIONERS



PURCHASING
DEPARTMENT

ADDENDUM No. 4

**BID No. 20-062
Roadway Surfacing, Reconstruction, and Preservation**

August 31, 2020

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project, and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

QUESTION/ANSWER:

- Q1: In items 917-335-2E and 917-335-2F, it calls for a variable depths over 2", While there is no real way to specifically control thickness. Emulsion is applied at a specified rate then a specified aggregate size is applied at a prescribed poundage per SY, to increase thickness more layers could applied with 3 layers being the most I've ever seen. Please, specify.
- A1: Items 917-335-2E and 917-335-2F are intended to address applications where additional layers may be required in order to match existing grade. The intent is to allow applications that exceed the thickness of a double chip seal but do not require the full thickness of an additional layer of chip seal.

Please sign and return by e-mail to ciminod@stlucieco.org or fax to (772) 462-1704.

Name of Firm: _____

Signature: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/2/2020

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

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

PRODUCER McGowan & Company, Inc. 20595 Lorain Rd Fairview Park OH 44126	CONTACT NAME: Frances Lyons PHONE (A/C, No., Ext): 440.895.4359 E-MAIL ADDRESS: flyons@mcgowaninsurance.com	FAX (A/C, No.): 440-333-3214
	INSURER(S) AFFORDING COVERAGE	
INSURED Pavetec-01 Pavement Technology, Inc 24144 Detroit Rd Westlake OH 44145	INSURER A: Travelers Property Casualty Co of America NAIC # 36161	
	INSURER B: Phoenix Insurance Company NAIC # 25623	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER: 461829396

REVISION NUMBER:

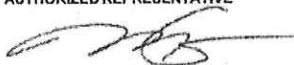
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		CO-324N6425	3/1/2020	3/1/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		810-8L678293	3/1/2020	3/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		CUP-2J391570	3/1/2020	3/1/2021	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-0K349145	3/1/2020	3/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 PROJECT: Bid No. 20-062 - Roadway Surfacing, Reconstruction & Preservation

St. Lucie Co., its Officers, agents and employees are named as additional insured's with respect to the work performed under this contract for Roadway Surfacing, Reconstruction and Preservation, St. Lucie County Bid # 20-062 as required by written contract with respects to the General Liability.

CERTIFICATE HOLDER**CANCELLATION**

St. Lucie County 2300 Virginia Avenue Fort Pierce FL 34982	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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106390

BOARD OF COMMISSIONERS

ST. LUCIE COUNTY, FLORIDA

FORT PIERCE, FLA November 24 2020

RECEIVED OF Pavement Technology, Inc.
Five thousand and ⁰⁰/₁₀₀ DOLLARS

SERVICE PRINTING CO. (912) 481-7709

CASH Performance Bond	Check #
Bid No. 20-062	2014324038
001-0000-220900-00	11/20/2020

\$ 5,000.⁰⁰

By [Signature]
BOARD OF COMMISSIONERS

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT.

CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

CASHIER'S CHECK

The Huntington National Bank - Branch 033029
Columbus, Ohio 43219



No. 2014324038

Remitter Pavement Technology

Date 11/20/2020

Pay Five Thousand Dollars & 00/100

\$ ** 5,000.00 **

To the Order Of

St Lucie County
Bid No 20-062 Roadway Surfacing

Drawer: The Huntington National Bank
Columbus, Ohio 43219

DRAWEE: The Huntington National Bank
Columbus, Ohio 43219

By [Signature]
Authorized Signer

⑈ 2014324038 ⑈ ⑆ 044000024 ⑆ 01892517247 ⑈