



City of Port St. Lucie

20250099

PRESERVE TRAIL AT THE PORT

RELEASE DATE: May 5, 2025

RESPONSE DEADLINE: June 9, 2025, 3:00 pm

Please refer to the project timeline in this document for all important deadlines.

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A - Sample Contract

B - 16-031.011, Preserve Trail at the Port Bid Plans, 2025.01.14

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E - Submittal #36 - Playground Seatwall_ Coral Veneersigned

1. Introduction

1.1. Purpose of Procurement

Pursuant to the City of Port St. Lucie Code of Ordinances, [Section 35.07](#), this electronic Invitation for Bid (“IFB”) is being issued to establish a Contract with one or more qualified Contractors who will provide Preserve Trail at the Port to the City of Port St. Lucie (hereinafter, “City”) as further described in this IFB.

A descriptive overview of the City can be found at <https://www.cityofpsl.com/discover-us/about-psl> . Please visit the City’s website to familiarize yourself with how our city is structured and operates. Please contact the Issuing Officer with any questions.

1.2. Overview of the IFB Process

The objective of the IFB is to select one (1) or more qualified Contractor (as defined by Section 1 – “Purpose of Procurement”) to provide the goods and/or services outlined in this IFB to the City. This IFB process will be conducted to gather and evaluate responses from Contractors for potential award. All qualified Contractors are invited to participate by submitting responses, as further defined below. After evaluating all Contractor’s responses received prior to the closing date of this IFB and resolution of any Contract exceptions, the preliminary results of the IFB process will be publicly announced, including the names of all participating Contractors and the evaluation results. Subject to the protest process, final Contract award(s) will be publicly announced thereafter.

NOTE TO CONTRACTORS: The general instructions and provisions of this document have been drafted with the expectation that the City may desire to make one award or multiple awards. For example, this document contains phrases such as “contract(s)” and “award(s)”. Please refer to Section 1 – “Purpose of Procurement” and Section 9 – “Evaluation and Award,” for information concerning the number of Contract awards expected.

1.3. Schedule of Events

The Schedule of Events set out herein represents the City’s best estimate of the schedule that will be followed. However, delays to the procurement process may occur, which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the IFB will be publicly posted prior to the closing date of this IFB. After the close of the IFB, the City reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, award, and the Contract term, on an as-needed basis, with or without notice.

Release of IFB:	May 5, 2025
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Pre-Proposal Meeting (Non-Mandatory):	May 15, 2025, 10:00am The City of Port St. Lucie Community Center - Room D - 2195 SE Airoso Blvd, Port St. Lucie, FL 34984
Question Submission Deadline:	May 20, 2025, 5:00pm
Question Response Deadline:	May 22, 2025, 5:00pm
Response Submission Deadline:	June 9, 2025, 3:00pm The City of Port St. Lucie Building A - 3rd Floor - #390 121 SW Port St. Lucie Blvd Port St. Lucie, FL 34984

The City reserves the right to proceed to award without further discussions after receipt of the initial proposals, in which case, evaluation committee reviews, negotiations, and proposal revisions may not be required.

1.4. Official Issuing Officer (Procuring Agent)

Michelle Fentress, Procurement Contracting Officer II

O. 772-871-7614

mfentress@cityofpsl.com

1.5. Definition of Terms

Please review the following terms:

- Contractor(s) – companies desiring to do business with the City (Also called “Bidder,” “Proposer,” or “Offeror.”)
- City of Port St. Lucie (“City”) – the governmental entity identified in “Purpose of Procurement,” of this IFB.
- Immaterial Deviation – does not give the Contractor a substantial advantage over other Contractors.
- Material Deviation – gives the Contractor a substantial advantage over other Contractors and thereby restricts or prevents competition.

- Procurement Management Division (“PMD”) – the City department that is responsible for the review and possible sourcing of all publicly sourced solicitations.
- Responsible – means the Contractor, whether a company or an individual, has appropriate legal authority to do business in the City, a satisfactory record of integrity, appropriate financial, organizational, and operational capacity and controls, and acceptable performance on previous governmental and/or private contracts, if any.
- Responsive – means the Contractor whether a company or an individual, has submitted a timely offer which materially conforms to the requirements and specifications of the solicitation.
- Sourcing Platform – OpenGov.

Any special terms or words which are not identified in this IFB may be identified separately in one or more attachments to the IFB.

1.6. Contract Term

The Initial term of the contract(s) is for two hundred and forty (240) calendar days from the execution date.

In the event that the Contract(s), if any, resulting from the award of this IFB shall terminate or be likely to terminate prior to the making of an award for a new Contract for the identified products and/or services, the City may, with the written consent of the awarded Contractor(s), extend the Contract(s) for such period of time as may be necessary to permit the City’s continued supply of the identified products and/or services. The Contract(s) may be amended in writing from time to time by mutual consent of the parties. Unless this IFB states otherwise, the resulting award of the Contract(s) does not guarantee volume or a commitment of funds.

1.6.1 Hours of Service

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

All night, Saturday, Sunday, and/or Holiday work must be authorized by the City and requires that the Contractor obtain a noise permit from the PSLPD. All night work within the City’s rights-of-way requires a minimum forty-eight (48) hour prior notice to the City. This clause shall not pertain to crews organized to perform maintenance work on equipment or to operate and maintain special

equipment such as dewatering pumps, which may be required to work twenty-four (24) hours per day.

2. Scope of Work

2.1. Scope of Work

This project entails the development of the City-owned conservation area along Westmoreland Blvd in The Port District known as The Preserve Trail. The Preserve Trail is intended for passive use centered around connectivity to the adjacent Pioneer Park playground and park site. Boardwalk along the North Fork of the St. Lucie River and Westmoreland Blvd. Project components include the installation of 440 linear feet of raised boardwalk, 420 linear feet of concrete sidewalk, and 2,300 linear feet of stabilized trail. Also included in The Preserve Trail project are benches, trash receptacles, directional signage, potable water and stormwater improvements to support the trail system.

This project also includes some minor repairs to the existing Pioneer Park site in the form of additional stone benches, curbing and drainage flume installation, and repairs to a portion of nearby artificial turf grass area.

The City of Port St. Lucie require as-builts (i.e., boardwalks, pathways, etc.) for all work and the CAD file if it applies.

3. Instructions to Contractors

This section contains general business requirements. By submitting a response, the Contractor is certifying its agreement to comply with all the identified requirements of this section and that all costs for complying with these general business requirements are included in the Contractor's submitted pricing.

By submitting a response to the IFB, the Contractor is acknowledging that the Contractor:

1. Has read the information and instructions, and
2. Agrees to comply with the information and instructions contained herein.

3.1. General Information and Instructions

3.1.1 Familiarity with Laws and Regulations

It is the responsibility of responding Contractors to be familiar with all Federal, State, and local laws, ordinances, rules, and regulations, that may affect the work. Ignorance on the part of the Awarded Contractor will in no way relieve it from Contract responsibility.

3.1.2 Restrictions on Communicating with Staff/ Cone of Silence

From the issue date of this IFB until the time of City Council's approval of the award or the City Manager's approval when proposal amount is below the required formal solicitation threshold (or the IFB is officially canceled), Contractors are not allowed to communicate for any reason with any City staff or elected officials except through the Issuing Officer named herein, during the Bidders'/Offerors' conference (if any), as defined in this IFB, or as provided by existing work agreement(s). This is commonly known as a Cone of Silence during the procurement process as identified in the City Code of Ordinances, [Section 35.13](#). Prohibited communication includes all contact or interaction, including but not limited to, telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The City reserves the right to reject the response of any Contractor violating this provision. Further information on this topic can be found on the Cone of Silence and IFB Communication Document.

3.1.3 Submitting Questions

All questions concerning this IFB must be submitted in writing on the OpenGov Platform during the Question and Answer open period. Please select the Question and Answer tab in the IFB project and click the "Ask Question" option. Once the question has been entered, select the "Submit Question" button. Enter a subject in the Subject field and then type the question in the Question field below. Once finished, select "Submit." No questions other than written will be accepted. No response other than written will be binding upon the City. All Contractors must submit questions by the deadline identified in the Schedule of Events for submitting questions. Contractors are cautioned that the

City may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section.

3.1.4 Attending Bidders'/Offerors' Conference

The Bidders'/Offerors' Conference or any other information session (if indicated in the Schedule of Events) will be held at the locations referred to in "Schedule of Events," of this IFB. Unless indicated otherwise, attendance is not mandatory, although Contractors are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the Contractor must attend the conference in its entirety to be considered eligible for Contract award. The Contractor is strongly encouraged to allow ample travel time to ensure arrival in the conference meeting room prior to the beginning of any mandatory conference. The City reserves the right to consider any representative arriving late to be "not in attendance." Therefore, all Contractors are strongly encouraged to arrive early to allow for unexpected travel contingencies.

3.1.5 The City's Right to Request Additional Information- Contractor's Responsibility

Prior to Contract award, the City must be assured that the selected Contractor has all the resources to successfully perform under the Contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of the City, financial resources sufficient to complete performance under the Contract, and experience in similar endeavors. If, during the evaluation process, the City is unable to assure itself of the Contractor's ability to perform, if awarded, the City has the option of requesting from the Contractor any information deemed necessary to determine the Contractor's responsibility. If such information is required, the Contractor will be notified and will be permitted approximately ten (10) business days to submit the information requested.

3.1.6 Failing to Comply with Submission Instructions

Responses received after the identified due date and time or submitted by any other means than those expressly permitted by the IFB will not be considered. Contractor's response must be complete in all respects, as required in each section of this IFB.

3.1.7 Rejection of Proposals; The City's Right to Waive Immaterial Deviation

The City reserves the right to reject any or all responses, to waive any irregularity or informality in a Contractor's response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. The City reserves the right to waive mandatory requirements, provided that, all the otherwise Responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement of requested commodities and/or services. It is also within the right of the City to reject responses **that do not contain all elements and information requested in this IFB**. A Contractor's response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a Material

Deviation from the IFB requirements, which determination will be made by the City in its sole discretion and on a case-by-case basis.

NOTE: The City reserves the right to reject the Bid of any Contractor who has previously failed in the performance of an award, to deliver contracts of a similar nature on time, or who is not in a position to perform properly under this award. This includes the firm, employees, and financial or legal interests. The City will not enter into a contract or conduct business with any firm or any personnel that is listed on the Federal, State, or other local government agencies' Excluded Parties List, Suspended List, or Debarment List. Please see section 287.133, Florida Statutes, for further information regarding business transactions with companies that have been convicted of public entity crimes.

3.1.8 The City's Right to Amend and/or Cancel the IFB

The City reserves the right to amend this IFB. All revisions must be made in writing prior to the IFB closing date and time. If a responding entity discovers any ambiguity, conflict, discrepancy, omission, or other error in the IFB, it shall immediately notify the City of such error in writing and request modification or clarification of the document. Any modification made to this IFB will be issued as an addendum. If a responding entity fails to notify the City prior to the date and time fixed for submission of an error or ambiguity in the IFB known to it, or an error or ambiguity that reasonably should have been known to it, it shall not be entitled to additional time by reason of the error/ambiguity or its late resolution. By submitting a response, the Contractor shall be deemed to have accepted all terms and agreed to all requirements of the IFB (including any revisions/additions made in writing prior to the close of the IFB, whether or not such revision occurred prior to the time the Contractor submitted its response), unless expressly stated otherwise in the Contractor's response. THEREFORE, EACH CONTRACTOR IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED IFB AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE CONTRACTOR'S RESPONSE PRIOR TO THE CLOSE OF THE IFB. All Notice(s) to Proceed with Negotiations and/or Notice of Intent to Award (NOIAs) will be posted as referenced in Section 9.8 - "Public Award Announcement," of this document. **Finally, the City reserves the right to amend or cancel this IFB at any time.**

3.1.9 Assigning of the Contract & Use of Subcontractors

Except as may be expressly agreed to in writing by the City, Contractor shall not assign, sell, transfer, or otherwise dispose of the awarded Contract or any portion thereof, or of the work provided for therein, or of its right, title, or interest therein, to any person, firm, or corporation without the prior written consent of the City.

Each Contractor shall list all subcontractors and the work provided by the suppliers in the area provided on the Bid Reply Sheet. The successful Contractor(s) shall provide a listing of all subcontractors, suppliers, and other persons and organizations (including those who are to furnish

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

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

No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Contractor of any responsibility, obligation, or liability under the Contract, and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations, and responsibilities of the Contractor under the Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the City. The City shall have the right to request the removal of a subcontractor from performing work under the Contract at any time, with or without cause.

3.1.10 Proposal of Additional Services

If a Contractor indicates an offer of services in addition to those required by and described in this IFB, these additional services may be added to the original Contract at the sole discretion of the City.

3.1.11 Protest Process

Contractors should familiarize themselves with the procedures set forth in City Code of Ordinances, [Section 35.15](#). By submitting a response to this IFB, the Contractor certifies that it is on notice of Section 35.15, understands the procedures set forth therein, and acknowledges it is bound by the protest process therein.

3.1.12 Costs for Preparing Responses

Each Contractor's response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the response and participating in the procurement process (including the

protest process) is the sole responsibility of the Contractor. The City will not provide reimbursement for such costs.

3.1.13 Public Access to Procurement Records

Solicitation opportunities will be publicly advertised as required by City ordinances and state and federal laws. Any material that is submitted in response to this IFB, including anything considered by the Contractor to be confidential or a trade secret, will become a public document pursuant to [Chapter 119, Florida Statutes](#). Any claim of confidentiality is waived upon submission, effective after the City's opening of the proposals pursuant to section 119.07, Florida Statutes. Therefore, the Contractor is hereby cautioned NOT to submit any documents that the Contractor does not want to be made public. The City is allowed to assess a reasonable charge to defray the cost of reproducing documents. A City employee must be present during the time of onsite inspection of documents. PLEASE NOTE: Even though information (financial or other information) submitted by a Contractor may be marked as "confidential," "proprietary," etc., the City will make its own determination regarding what information may or may not be withheld from disclosure. Contractors should review [Chapter 119, Florida Statutes](#) for all updates before requesting exceptions from Chapter 119.

3.2. Submittal Instructions

Submittal Instructions to Electronic Bidding System

Listed below are key action items related to this IFB. The **Schedule of Events** Section identifies the dates and time for these key action items. This portion of the IFB provides high-level instructions regarding the process for reviewing the IFB, preparing a response to the IFB, and submitting a response to the IFB.

3.2.1 IFB Released

The release of the IFB is through the posting of this project in OpenGov, the City's electronic bidding system. Each Contractor interested in competing to win a Contract award must complete and submit a response to this IFB in OpenGov. Therefore, each Contractor MUST carefully review the submittal instructions.

3.2.2 IFB Review

The IFB 20250099 consists of the following: this document, entitled "Preserve Trail at the Port," and any and all information included in the IFB, as posted to OpenGov, including any and all documents provided by the City as attachments to the IFB or links contained within the IFB or its attached documents.

Please carefully review all information, including all documents available as attachments or available through links. Any difficulty accessing or opening provided links or documents should be reported immediately to the Issuing Officer.

3.2.3 Preparing a Response

When preparing a response, the Contractor must consider the following instructions:

1. Use the provided Cost Table to prepare your response. Enter your responses directly into the Cost Table. Unless otherwise directed, do not insert “see attached file” (or similar statements) in the worksheet to reference separate documents.
2. Answer each question in sufficient detail for evaluation while using judgment with regards to the length of response.
3. Proofread your response and make sure it is accurate and readily understandable.
4. Label any and all uploaded files using the corresponding section numbers of the IFB as specified by the City.
5. Use caution in creating electronic files to be uploaded. If the City is unable to open an electronic file due to a virus or because the file has become corrupted, the Contractor’s response may be considered incomplete and disqualified from further consideration.
6. Use commonly accepted software programs to create electronic files. The City has the capability of viewing documents submitted in the following formats: Microsoft Office and portable document format file (PDF). Unless the IFB specifically requests the use of another type of software or file format than those listed above, please contact the Issuing Officer, Michelle Fentress, prior to utilizing another type of software and/or file format. In the event that the City is unable to open an electronic file because the City does not have ready access to the software utilized by the Contractor, the Contractor’s response will be considered incomplete and disqualified from further consideration.

3.2.4 Reviewing, Revising, or Withdrawing a Submitted Response

After the response has been submitted, the Contractor may view and/or revise its response by logging into OpenGov. Please take note of the following:

A. **BID SUBMISSION.** All bids shall be submitted by completing and uploading all required documents. All submittals are required to be electronic. No hard copies will be accepted.

- Cost Work Sheet **will be completed through Cost Table in OpenGov.**
- **Upload** files in the following order (Provided in Section 12-Vendor Submission Requirements and Attestations):

1. Mandatory Forms:

- 1.1 Contractor's General Information Worksheet, and
- 1.2 E-Verify Form, and
- 1.3 Non-Collusion Affidavit, and
- 1.4 Debarment Form, and
- 1.5 Supplier Location Certification (Local vendors only), and
- 1.6 Lobbying Form (required with Federal Language), and
- 1.7 Trench Safety (required in Construction Projects), and
- 1.8 Copy of W-9 (*Vendor to provide*), and
- 1.9 Copy of Certificate of Insurance (*Vendor to provide*), and
- 1.10 Copy of your licenses(s) or certification(s) for this type of work; or in compliance with Chapter 489, Florida Statutes, a copy of the certificate issues by the State of Florida (*Vendor to provide*), and
- 1.11 Copy of the bid bond as reflected in Section Bonds and/or Letter of Credit, Permits (*Vendor to provide*).

2. Confirm electronically the following forms (Provided in Section 12-Vendor Submission Requirements and Attestations Section):

- 2.1 Cone of Silence and Communication Document, and
- 2.2 Contractor's Code of Ethics, and
- 2.3 Drug Free Workplace
- 2.4 Affidavit of Nongovernment Entity Anti-Human Trafficking Laws, and
- 2.5 Vendor Scrutinized Companies List Certification. and
- 2.6 Compliance with 2 C.F.R. 200.318 through 200.326.

B. REVIEW AND REVISE. Contractors may modify their submittal electronically via the City's electronic bidding system at any time prior to the scheduled due date and time for submission. In order to revise, the Contractor must navigate to their submitted response via the City's electronic bidding system and then click "Unsubmit Response." At this point, Contractor's response is no longer submitted. Contractor should make the changes required and promptly re-submit its response before the submission date and time.

C. WITHDRAW. Contractors may withdraw their submittal electronically via the Portal at any time prior to the scheduled due date and time for submission. In order to withdraw, the Contractor must navigate to their submitted proposal via the City's electronic bidding system and then click "Unsubmit Response". In the event a Contractor desires to withdraw its response after the closing date and time, the Contractor must submit a request in writing to the Issuing Officer.

Add Item

4. General Insurance

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

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

4.1. Indemnification/Hold Harmless

Contractor agrees to indemnify, defend, and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses, and expenses including, but not limited to, attorney's fees for personal, economic, or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of Contractor, agents, laborers, subcontractors or other personnel entity acting under Contractor control in connection with the Contractor's performance of services under the Contract. To that extent, Contractor shall pay any and all such claims and losses and shall pay any and all such costs and judgements which may issue from any lawsuits arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses, including appeals. That the aforesaid hold-harmless agreement by Contractor shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Contractor or any agent laborers, subcontractors, or employee of Contractor regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Contractor shall be held responsible for any violation of laws, rules, regulations, or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Contractor on the work. This indemnification shall survive the termination of the Contract.

4.2. Workers' Compensation Insurance & Employer's Liability

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

4.3. Commercial General Liability Insurance

The Contractor/Vendor shall agree to procure and maintain Commercial General Liability insurance, issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

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

4.4. Additional Insured

An Additional Insured endorsement must be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent consultants and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability insurance, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability and Business Auto Liability policies. The name for

the Additional Insured endorsement issued by the insurer shall read: **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured and include #20250099 - Preserve Trail at the Port Project."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsement shall be attached to the Certificate of Insurance.

4.5. Business Automobile Liability Insurance

The Vendor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event the Vendor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Vendor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary and non-contributory basis.

4.6. Builder's Risk Insurance

Contractor shall purchase and maintain Builder's Risk insurance in an amount equal to 100% of the completed value of the project including any amendments thereto (without coinsurance). Contractor's policy shall be written on an "ALL Risk" Builders Risk form that shall cover physical loss or damage to the Work, temporary buildings, construction forms and scaffolding, materials and equipment in transit or in storage/at temporary locations, and should extend coverage to foundations, excavations and other underground property. Coverage shall insure against at least the following perils or causes of loss: fire, lightning, windstorm/and hail, theft (including theft of materials whether or not attached to any structure), vandalism and malicious mischief, flood, earthquake, collapse, and such other perils or causes of loss as may be specifically required. The policy shall include coverage for pollutant cleanup, debris removal, demolition and increased cost of construction, water damage, backup of sewers and drains, testing and startup of building systems (including hot testing), and mold & fungus remediation. The Builders Risk coverage shall include a waiver of subrogation rights endorsement in favor of the City.

The "ALL RISK" Builder's Risk Insurance must also cover soft costs, including additional advertising/promotional, additional license and permit fees, additional legal/accounting fees, insurance premiums including builder's risk, and architects' and engineers' fees that may be necessary to provide plans and specifications and supervision of work for the repair and/or replacement of property damage caused by a covered peril.

This policy must include insurance for the City of Port St. Lucie, Contractor, Subcontractors, Architect/Engineer and Consultants for their interest in covered property. The City's policy will not provide coverage related to this project.

The Contractor has the right to purchase coverage or self-insure any exposures not required by these specifications, but shall be held liable for all losses, deductibles, self-insurance for coverages not required.

The Contractor is responsible for all deductibles including those for windstorms.

4.7. Pollution Insurance

Contractor shall procure and agree to maintain in full force during the term of this Contract, Contractors Pollution Liability Insurance in limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, for any operations relating to the construction, handling, storage, and transportation of hazardous materials and/or waste. Contractors Pollution should be in force for no less than the entire term of the project and two years extended Completed Operations. The City of Port St. Lucie shall be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary and non-contributory basis.

4.8. Waiver of Subrogation

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

4.9. Deductibles

All deductible amounts shall be paid for and be the responsibility of the Vendor for any and all claims under this Contract. Where an SIR or deductible exceeds \$5,000, the City reserves the right, but is not obligated, to review and request a copy of the bidder's most recent annual report or audited financial statement.

4.10. Compliance

It shall be the responsibility of the Contractor to ensure that all independent contractors and/or subcontractors comply with the same insurance requirements as listed herein, including Products & Completed Operations coverage for a minimum of five (5) years from the date of possession by City or completion of contract. It shall be the responsibility of the Contractor to obtain Certificates of Insurance from all contractors and subcontractors listing the City as an Additional Insured, without the language "when required by written contract". If the Contractor, independent contractor and/or subcontractor maintain higher limits than the minimums listed above, the City requires and shall be entitled to coverage for the higher limits maintained by Contractor/ independent contractor/subcontractor.

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

The City by and through its Risk Management Department reserves the right, but is not obligated, to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this Contract. All insurance carriers must have an AM Best rating of at least A:VII or better.

A failure on the part of the Consultant to execute the contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

4.11. Requirements for Insurance

Within ten (10) business days of award, the awarded Contractor must procure the required insurance and provide the City with an executed Certificate of Insurance. Certificates must reference the contract number and the City as the Additional Insured party, as identified herein. The Contractor's submitted pricing must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates and endorsements are provided.

5. Bonds and/or Letter of Credit, Permits

5.1. Bid Bond

Each responding Contractor must supply a Bid Bond or Bid Deposit (certified check, cashier's check, bank money order, bank draft of any national or state bank), in a sum of not less than 5% of total amount of cost worksheet of the bid total made payable to the City. As a **Mandatory Requirement**, the Bid Bond or Bid Deposit must be scanned and uploaded as part of the Vendor Submission along with all other required documents, thus showing evidence that a Bid Bond or Bid Deposit was obtained. Responding Contractors must send the Original Bid Bond or Bid Deposit to the City within ten (10) days after the IFB Due Date as reflected above in the Schedule of Events. The responding Contractor's proposal will be considered non-Responsive if the Bid Bond or Bid Deposit is not received within the specified time frame. Responding Contractors must submit a Bid Bond or Bid Deposit made payable to the City in a sealed envelope to:

Michelle Fentress
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, FL 34984
Attn: Procurement Management Division

Bonds must be issued by a Surety authorized to do business in the State of Florida, in order to guarantee that the Contractor will enter into a contract to deliver products and/or related services outlined in this solicitation, strictly within the terms and conditions stated in the contract.

5.2. Certification

Proposal Certification

By responding to this solicitation, the Contractor understands and agrees to the following:

1. That this electronically submitted proposal constitutes an offer, which, when accepted in writing by the City, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the Contractor and the City; and
2. That the Contractor guarantees and certifies that all items included in the Contractor's response meet or exceed any and all of the solicitation's identified specifications and requirements, except as expressly stated otherwise in the Contractor's response; and
3. That the response submitted by the Contractor shall be valid and held open for a period of **one hundred and twenty (120) days** from the final solicitation closing date and that the Contractor's offer may be held open for a lengthier period subject to the Contractor's consent; and
4. That the Contractor's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies,

equipment, or services and is in all respects fair and without collusion or fraud. Contractor understands and agrees that collusive bidding is a violation of City ordinance and state and federal laws and can result in fines, prison sentences, and civil damage awards.

5.3. Payment and Performance Bonds

By responding to this solicitation, the Contractor understands and agrees to the following:

1. The Contractor shall furnish an acceptable recorded Performance and Payment Bond complying with the statutory requirements set forth in [section 255.05](#), Florida Statutes, and 2 CFR 200.326 in the amount equal to 100% of the contract price. The bond shall be issued by a Corporate Surety authorized to do business with the State of Florida. The performance bond/letter of credit must be submitted to the City within ten (10) calendar days of the date the Contract is approved by City Council or the City Manager (if within his or her threshold), but in any event, prior to the beginning of any Contract performance by the awarded Contractor. The Performance and Payment Bond shall remain in full force and effect a minimum of one (1) year after the work has been completed and final acceptance of the work is issued by the City.
2. Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) calendar days after written notice to do so. In default thereof, the Contractor may be suspended as herein provided.

5.4. Permits

The selected Contractor shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation. Permit fees can be found on the [City's Building Department Website](#). All permit fees shall be included in the Contract amount and paid by the successful Contractor(s).

6. IFB Bid Factors

This section contains the detailed technical requirements and related services for this Sourcing Event. The City has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. The City will not tailor these needs to fit particular solutions Contractors may have available; rather, the Contractors shall propose to meet the City's needs as defined in this IFB. All claims shall be subject to demonstration. Contractors are cautioned that conditional proposals, based upon assumptions, may be deemed non-Responsive.

Unless requested otherwise, all responses must be provided in the format identified in the Section 3.2 - "Submittal Instructions." Except as otherwise indicated, all requested forms and documents must be submitted electronically via the sourcing tool as an uploaded document to the Contractor's response.

By submitting a bid, the Bidder acknowledges the detailed technical requirements and related services for this Sourcing Event.

6.1. IFB Introduction

All the items described in this section are service levels and/or terms and conditions that the City expects to be satisfied by the selected Contractor. Each Contractor must indicate its willingness and ability to satisfy these requirements in their response.

Unless otherwise specified, references to brand name or trade name/mark products are intended to be descriptive, but not restrictive, and are used to indicate the quality and characteristics of products that may be offered. Other products may be considered for award if such products are clearly identified and are determined by the City to meet its needs in all respects. Each Contractor's response must indicate the brand name and model, or series number of the product offered and include such specifications, catalog pages, or other data that will provide an adequate basis for determining the quality and functional capabilities of the product offered.

6.2. Contractor's General Information

Each Contractor must complete all the requested information in the **Contractor's General Information Worksheet** in the Vendor Submission Requirements and Attestations Section.

6.3. Mandatory Requirements

As noted in the preceding section, this IFB contains mandatory requirements (e.g. product specifications, service or quality levels, staff requirements, experience or license requirements, etc.) which must be met by the Contractor in order to be considered Responsive, and, therefore, eligible for Contract award. These mandatory requirements will be defined in one or more of the following ways:

1. Requirements in this IFB document.
2. Requirements contained in any attachment to the Sourcing Event, including any Mandatory Forms, Electronic Acknowledgements, and Cost Table.
3. Copy of Current Insurance Certificate, Licenses, required Certifications, etc.

A Pass/Fail evaluation will be utilized for all mandatory requirements. Please review the Sourcing Event and its attachments carefully and respond as directed.

Some requirements may require a "Yes" or "No" response. Ordinarily, to be considered Responsive, Responsible, and eligible for award, all requirements identified as mandatory must be marked "Yes" to pass. There may be rare instances in which a response of "NO" is the correct and logical response in order to meet the mandatory requirements (e.g., responding "NO" that the Contractor does not possess any conflicts of interest). Otherwise, any mandatory questions marked "NO" will fail the technical requirements and will result in disqualification of the Contractor's response, except as otherwise provided in Section 9 - "Evaluation and Award," of this IFB. Please note some requirements may require the Contractor to provide product sheets or other technical materials.

It is strongly encouraged that all Contractors review all documents that are electronically attached to this IFB. Reviewing the documentation ensured that Contractors understand the full scope of the City's request.

6.4. Additional Information

Please access and review all the attachments provided by the City within the Project. If supplemental materials are requested by the City to be submitted by the Contractor as part of the technical proposal, the Contractor should upload these additional materials as directed by the City.

7. Cost Table

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	101-1A Mobilization / General Conditions / Bonds	1	LS		
2	101-1B Pre-Construction Video	1	LS		
3	104-10-3 Sediment Barrier	2,760	LF		
4	104-11 Floating Turbidity Barrier	200	LF		
5	104-15 Soil Tracking Prevention Device	1	EA		
6	110-1-1 Clearing & Grubbing (Select - Pathway)	1.2	AC		
7	120-6 Embankment	420	CY		
8	160-4 Stabilized Subgrade Pathway	1,530	SY		
9	285-701 Optional Base, Base Group 01(LBR 100)(4" thick pathway)	1,530	SY		
10	400-2-25 Concrete Class II (Bridge Abutment)	50	CY		
11	425-10 Yard Inlets	20	EA		
12	470-1A Boardwalk (Over Wetlands)(Wooden Piling Composite Deck)	1,620	SF		
13	470-1B Boardwalk (Over Land)(Wooden Piling Composite Deck)	900	SF		
14	515-1-2 Aluminum Railing - Boardwalk	840	LF		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
15	520-2-4 Concrete Curb, Type D	70	LF		
16	522-2 Concrete Sidewalk/Pads, 6" Thick	280	SY		
17	524-1-1 Concrete Flume	1	LS		
18	530-3-4 Riprap, Rubble, F&I, Ditch Lining (1' Thick w/ Bedding Stone)	100	SF		
19	570-1-2 Performance Turf, Sod	2,000	SY		
20	630-2-11 Conduit, F&I, Open Trench 12"	200	LF		
21	1050-41201 Utility Pipe, F&I, 1" Poly Water Service Line	1,350	LF		
22	1080-11101 Utility Fixture, F&I, Water Spigot	3	AS		
23	1080-24100 Utility Fixture - Valve Assembly, F&I, 1"	2	EA		
24	1080-32101 Fixture - Sample Point, F&I	3	EA		
25	1000-1 Bench	2	EA		
26	1000-2 Waste Receptacle	2	EA		
27	1000-3 Stone Bench	34	LF		
28	1000-4 Directional Signage	7	EA		
29	1000-5 Artificial Turf Repair	85	SY		
TOTAL					

ALTERNATE BID ITEMS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
30	470-1A Boardwalk (Over Wetlands)(Alternate Substructure / Composite Deck)	1,620	SF		
31	470-1B Boardwalk (Over Land)(Alternate Substructure / Composite Deck)	900	SF		
TOTAL					

8. Cost/Pricing

8.1. General Pricing Rules

By submitting a response, the Contractor agrees that it has read, understood, and will abide by the following instructions/rules:

1. The submitted pricing must include all costs of performing pursuant to the resulting Contract; and
2. All quantities and/or estimates are for information or tabulation purposes only; and
3. No warranty or guarantee is expressed or implied on the volume of products and/or services that the City may require through the negotiated Contract period; and
4. Bids containing a minimum order/ship quantity or dollar value, unless otherwise called for in the IFB, will be treated as non-Responsive and may not be considered for award; and
5. The Contractor is required to provide net prices. In the event there is discrepancy between a Contractor's unit price and extended price, the unit price shall govern; and
6. In the event there is a discrepancy between (1) the Contractor's pricing as quoted in Cost Table, and (2) the Contractor's pricing as quoted by the Contractor in one or more single line entries directly into the Sourcing Event screen, the former shall govern; and
7. The prices quoted and listed in the response shall be firm throughout the term of the resulting Contract, unless otherwise noted in the IFB or Contract; and
8. Unless otherwise specified in any terms and conditions attached to the IFB, all product deliveries will be F.O.B. destination and all shipping charges must be included in the quoted pricing structure; and
9. Unless expressly permitted by the IFB, responses containing provisions for late or interest charges cannot be awarded a Contract. Contractors must "strikethrough" any such provisions in printed forms and initial such revisions prior to submitting a response to the City; and
10. Contractor responses requiring prepayment and/or progress payment requirements may be determined non-Responsive, unless otherwise permitted by the IFB; and
11. Unless permitted by the IFB, responses requiring payment from the City in less than thirty (30) days will be considered non-Responsive.

8.2. Cost Structure and Additional Instructions

The City's intent is to structure the cost format in order to facilitate comparison among all Contractors and foster competition to obtain the best market pricing. Consequently, the City requires that each Contractor's cost be structured as directed in the IFB. Additional and/or alternative cost structures

will not be considered. Each Contractor is cautioned that failure to comply with the instructions listed below, submission of an incomplete offer, or submission of an offer in a different format than the one requested, may result in the rejection of the Contractor's response.

Enter all information directly into the Cost Table. Enter numbers on each cost sheet in “number” (two-place decimal), not “currency” or other format, unless otherwise stated. That is, omit dollar signs, commas, and any other non-essential symbols (e.g., \$7.90 should be entered as 7.90). Prices must be in US Dollars. Enter “n/a” to indicate not available or “0” if there is no charge. Cells left blank will be interpreted as “no offer.”

Complete the Cost Table, save and submit in the response section.

8.3. Payment by City's Visa Card Program

The City currently utilizes the State of Florida [Visa Program](#). The awarded Contractor can take advantage of this program and in consideration, receive payment within several days instead of NET 30 terms. Any percentage off the quoted bid price for the acceptance of payment by Visa will be taken into the account for consideration of the best value to the City. If no percentage is provided in the cost proposal, the City shall assume a zero (0) percent discount applies.

8.4. Payment

To ensure proper payment the awarded Contractor must comply with the following:

1. The City shall have not less than thirty (30) days to pay for any products and/or services.
2. Invoices must clearly show the description of products and/or services to include the number of each product or line item fulfilled.
3. All invoices must reference the Contract Number as established by the City.
4. Under no circumstance, will interest of any kind be required as payment to the Awarded Contractor.
5. All charges, e.g., set up costs, must be included in the cost proposal. No charges will be allowed unless specified in the IFB and agreed upon by the City.
6. Any discrepancies noted by the City must be corrected by the Awarded Contractor within forty-eight (48) hours.
7. The payment amount due on invoices shall not be altered by the City personnel. Once disputed items are resolved, the Awarded Contractor must submit an amended invoice, or a credit memorandum for the disputed amount.
8. The City will not make partial payments on an invoice where there is a dispute.

9. The City will only make payments on authorized transactions.

10. All invoices must be sent to: The Project Manager and the Project Coordinator.

9. Evaluation and Award

All timely responses will be evaluated in accordance with the following steps. The objective of the evaluation process is to identify the most competitive bid. Once the evaluation process has been completed, the apparent successful Contractor(s) will be required to enter into discussions with the City to resolve any exceptions to the City's Contract. The City will announce the results of the IFB as described further in section "Public Award Announcement" of this IFB.

9.1. Administrative/Preliminary Review

First, the proposals will be reviewed by the Issuing Officer to determine the proposal's compliance with the following requirements:

1. Response was submitted by the deadline.
2. Response is complete and contains all required documents.

9.2. Best Value Analysis - See City Code of Ordinances, Section 35.12.

The following criteria will be used to select the bid that will provide the best value to the City:

- Skill, workmanship, experience, and past performance demonstrated by the bidder or proposer in performing the same type of work or services as those sought by the City, or the experience, expertise and quality of services demonstrated by the bidder or proposer for professional, consulting and other services;
- Ability to meet the minimum qualifications or requirements of the solicitation;
- Adherence to specifications, design, or the approach to the project or study, as applicable;
- The Bidder's capacity to perform in terms of personnel, equipment, facilities, licensing, and ability to meet time requirements and schedules;
- The Bidder's capacity to perform in terms of financial viability, ability to provide required insurance and business tax receipts, and bonding capacity, if applicable;
- Prices, costs, or rates in relation to the goods, supplies, materials, equipment or services sought to be procured, except as provided by Consultant's Competitive Negotiation Act (CCNA), as applicable. Lowest price is not the sole determining factor of best value;
- Life cycle costs of the goods, supplies, materials, equipment or services to be procured;
- Any other factor specific to the particular solicitation that is specifically described in the procurement solicitation document;
- City Code of Ordinances, [Section 35.14](#), Local Preference in Purchasing or Contracting;

- The total cost of ownership of the products or services and their impact on the City's budget in future years.

The element of price is but one of the criteria elements. When considering a proposal, the City will:

- Evaluate the pricing offered by the Bidder; consider lifecycle costing, depreciation, and service contracts.
- Determine what proposal provides the best value to the City.

Value Added: The amount or dollar value of a service that the Bidder may be able to provide the City:

- Value added may be an actual amount given to the City as a signing bonus.
- Value added may be equipment or services given to the City. In this case, the value will be determined by the City for the goods or services, not the Bidder.

Any prior conviction for bribery, theft, forgery, embezzlement, falsification, or destruction of records, antitrust violations, honest services fraud or other offenses indicating a lack of business integrity or honesty; or any prior violation of the City's ethical standards may be considered when determining best value and may result in a Contractor not being awarded the project.

9.3. Evaluating Bid Factors

If the Contractor's response passes the Administrative/Preliminary Review, the Contractor's responses to Section 6 - "IFB Bid Factors," will be evaluated. Responses to mandatory requirements will be evaluated on a pass/fail basis. If a response fails to meet a mandatory requirement, the City will determine if the deviation is Material. A Material Deviation will be cause for rejection of the response. An Immaterial Deviation will be processed as if no deviation had occurred.

9.4. Evaluating Cost

The City may utilize lowest cost, lowest total cost, and total cost of ownership (TCO) or greatest savings to determine the most competitive pricing. The cost proposal may be scored on an overall basis or at the category/subcategory/line level (as applicable) relative to other responses/bids.

9.5. Selection and Award - Single Preferred but Split -Award Possible

The City reserves the right to: (a) waive minor irregularities, variances, or non-material defects in a response; (b) reject any and all responses, in whole or in part; (c) request clarifications from all Contractors; (d) request resubmissions from all Contractors; (e) award in whole, in part; or by line item; and (f) take any other action as permitted by law. The City reserves the right to provide for similar and/or additional services from other companies if the City so deems necessary. If the City elects to exercise this right, the Contract awarded under this solicitation shall remain in effect as to all terms, agreements, and conditions without penalty or diminution of ongoing services to the City as

contained therein. Proposer agrees and understands that any Contract awarded pursuant to this solicitation shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services, or award more than one Contract under this solicitation, at its sole option.

Single Preferred but Split Award

The primary intent of this IFB is to identify a single source (Responsive and Responsible Contractor with the best value as evaluated in Section - "Evaluating Bid Factors") to provide all the needed goods and/or services; however, the City reserves the right to make split awards.

9.6. Local Preference in Purchasing or Contracting (City Code of Ordinances, Section 35.14)*

Except where otherwise provided by federal or state law, other funding source restrictions, or as otherwise set forth in the purchasing policy, the City shall give preference to local businesses in the following manner:

1. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request

for proposals is developed with evaluation criteria, a local preference of the total score may be assigned as follows:

1. Local Businesses which meet all the criteria for a Local Business as set forth in this section (City Code of Ordinances, Section 35.14), shall be given a preference in the amount of five percent (5%) of the total score of the Local Business.
2. The City Procurement Management Division shall have the sole discretion to determine if a Contractor meets the definition of a "Local Business."

2. Limitations

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the City Code and the City of Port St. Lucie Procurement Manual.
2. The provisions of this section shall not apply where prohibited by Federal or Florida law or where prohibited under the conditions of any grant.
3. The provisions of this ordinance shall not apply to any purchase exempted from the provisions of the City of Port St. Lucie Procurement Manual.
4. The provisions of this ordinance shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), Section 287.55, Florida Statutes.

5. The provisions of this section shall not apply to any procurement where the local nature of a business has been addressed through the scoring criteria.

*** Please review [City Code of Ordinances, Section 35.14](#), for the full governing ordinance.**

9.7. Site Visits, Samples, and Oral Presentations

The City reserves the right to conduct site visits, request product/work samples, or to invite Contractors to present their product(s) and or service solutions to the evaluation team. Unless prohibited by federal, state, county, or local laws and/or ordinances, all Contractor requested presentations shall be performed in an in-person meeting. An oral presentation or product demonstration is not a negotiation and Contractors are not permitted to revise their responses as part of the presentation and/or demonstration. Samples of items, when required, must be furnished free of expense and, if not destroyed, will upon request, be returned at the Contractor's expense. Request for the return of samples must be made within thirty (30) days following opening of bids. Each individual sample must be labeled with Contractor's name, bid number, and item number. Failure of Contractor to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Procurement Management Division.

9.8. Public Award Announcement

The preliminary results of the evaluation will be announced through the public posting of a Notice of Intent to Award ("NOIA") on the Electronic Bidding System. The NOIA is not notice of an actual Contract award; instead, the NOIA is notice of the City's expected Contract award(s) pending resolution of the protest process period, pursuant to City Code of Ordinances, Section 35.15, and final approval by the City Council at a publicly noticed meeting. The NOIA (if any) will identify the apparent successful Contractor(s) and unsuccessful Contractor(s). **NO CONTRACTOR SHOULD ASSUME PERSONAL NOTICE OF THE NOIA WILL BE PROVIDED BY THE CITY. INSTEAD, ALL CONTRACTORS SHOULD FREQUENTLY CHECK THE ELECTRONIC BIDDING SYSTEM FOR NOTICE OF THE NOIA.**

10. Contract Terms and Conditions

The Contract that the City expects to award as a result of this IFB will be based upon the IFB, the successful Contractor's final response as accepted by the City, and the Contract terms and conditions, which terms and conditions can be downloaded from Attachments Section listed as **Attachment A – Sample Contract**. The "successful Contractor's final response as accepted by the City," shall mean: the response submitted by the awarded Contractor, written clarifications, and any other terms deemed necessary by the City, except that no objection or amendment by a Contractor to the IFB requirements or the Contract terms and conditions shall be incorporated by reference into the Contract unless the City has explicitly accepted the Contractor's objection or amendment in writing.

Please review the City's contract terms and conditions prior to submitting a response to this IFB. Contractors should plan on the Contract terms and conditions contained in this IFB being included in any award as a result of this IFB. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the Contractors. The Contract terms and conditions may be supplemented or revised before Contract execution and are provided to enable Contractors to better evaluate the costs associated with the IFB and the potential resulting Contract.

Exception to Contract

By submitting a response, each Contractor acknowledges its acceptance of the IFB specifications and the Contract terms and conditions without change except as otherwise expressly stated in the submitted proposal. If a Contractor takes exception to a Contract provision, the Contractor must state the reason for the exception and state the specific Contract language it proposes to include in place of the provision. Any exceptions to the Contract must be uploaded and submitted as an attachment to the Contractor's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the IFB.

In the event the Contractor is selected for potential award, the Contractor will be required to enter discussions with the City to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within the period identified in the Schedule of Events. Failure to resolve any Contractual issues will lead to rejection of the Contractor's response. The City reserves the right to proceed to discussions with the next best ranked Contractor.

The City reserves the right to modify the Contract to be consistent with the apparent successful offer, and to negotiate other modifications with the apparent successful Contractor. Exceptions that materially change the terms or the requirements of the IFB may be deemed non-Responsive by the City, in its sole discretion, and rejected. Contract exceptions which grant the Contractor an impermissible competitive advantage, as determined by the City, in its sole discretion, will be rejected. If there is any question whether a particular Contract exception would be permissible, the

Contractor is strongly encouraged to inquire via written question submitted to the Issuing Officer prior to the deadline for submitting written questions as defined by the Schedule of Events.

This IFB and the proposal response documents submitted shall be incorporated into the final Contract by reference. Therefore, all requirements in the IFB not specifically addressed in an exception statement in the proposal and accepted in the Contract documents, shall stand as contractual responsibilities of the proposal respondent. The Contract shall be the controlling document over the Proposal response and the IFB; the IFB shall be the ruling document over the Proposal response for all requirements in the IFB not specifically addressed in an exception statement in the proposal. Statement and requirements in the IFB shall rule over the Proposal document.

Order of Preference

In the case of any inconsistency or conflict among the specific provisions of the executed Contract (including any amendments accepted by both the City and the Contractor attached thereto), the IFB (including any subsequent addenda and written responses to Bidders' questions), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:

(i) First, by giving preference to the specific provisions of the executed Contract.

(ii) Second, by giving preference to the specific provisions of the IFB.

(iii) Third, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a Contractor that have not been explicitly accepted by the City in writing shall not be included in the Contract and shall be given no weight or consideration.

11. List of IFB Documents

11.1. List of IFB Documents

The following documents make up this IFB. Please see Section 3 – “Instructions to Contractors” for instructions and Section 12 - "Vendor Submission Requirements and Attestations" on how to access the following documents. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer.

1. Attachment A - Sample Contract
2. Attachment B - Bid Plans
3. Attachment C - Technical Specifications
4. Attachment D - Artificial Turf Detail
5. Attachment E - Playground Seatwall
6. Mandatory Documents - see requirements in Section 3 - "Instructions to Contractors," and the required attachments listed in Section 12 - "Vendor Submission Requirements and Attestations":
 - Contractor’s General Information Worksheet, and
 - E-Verify Form, and
 - Non-Collusion Affidavit, and
 - Debarment Form, and
 - Supplier Location Certification (Local vendors Only), and
 - Lobbying Form (required with Federal Language), and
 - Trench Safety (required in Construction Projects), and
 - Copy of W-9 (Vendor to provide), and
 - Copy of Certificate of Insurance (Vendor to provide), and
 - Copy of your licenses(s) or certification(s) for this type of work; or in compliance with Chapter 489, Florida Statutes, a copy of the certificate issues by the State of Florida (Vendor to provide), and
 - Copy of the bid bond as reflected in Section Bonds and/or Letter of Credit, Permits (Vendor to provide).

Electronic confirmation for the following forms:

- Code of Silence and Communication Document, and
- Contractor's Code of Ethics, and
- Drug Free Workplace, and
- Affidavit of Nongovernment Entity Anti-Human Trafficking Laws, and
- Vendor Scrutinized Companies List Certification, and
- Compliance with 2 C.F.R. 200.318 through 200.326.

**Any documents indicated in Section 6.3 - "Mandatory Requirements," of this IFB must be uploaded into the project as a part of the response by the Contractor. Failure to supply the completed document(s) will deem the Contractor as Non-Responsive.

12. Vendor Submission Requirements and Attestations

12.1. Mandatory Forms

*Contractor's General Information Worksheet**

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

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

Please download the below documents, complete, and upload.

- [PSL- Contractor's General I...](#)

*Response required

*E-Verify Form **

Please download the below documents, complete, and upload.

- [E-Verify Form.pdf](#)

*Response required

*Non-Collusion Affidavit **

Please download the below documents, complete, and upload.

- [Non-Collusion Affidavit-fil...](#)

*Response required

*Debarment Form**

Please download the below documents, complete, and upload.

- [Debarment_form-fillable.pdf](#)

*Response required

Supplier Location Certification

Please download the below documents, complete, and upload.

- [Supplier_Location_Certifica...](#)

*Lobbying Form**

Please download the below documents, complete, and upload.

- [Lobbying_form-fillable.pdf](#)

*Response required

Trench Safety Act Compliance Statement

Please download the below documents, complete, and upload.

- [Trench Safety Act Complianc...](#)

*Copy of W-9**

*Response required

*Copy of Certificate of Insurance**

*Response required

*Copy of License(s) or Certification(s)**

*Response required

*Copy of Bid Bond **

*Response required

12.2. Electronic Confirmation

*Cone of Silence **

To ensure fair consideration is given for all Proposers, it must be clearly understood that upon release of the proposal and during the proposal process, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact with City employees, department heads or elected officials, up to and including the Mayor and City Council. The “Cone of Silence” is in effect for this solicitation from the date the solicitation is advertised on the OpenGov Portal, until the time an award decision has been approved by City Council and fully executed by all parties. Information about the Cone of Silence can be found under the City Code of Ordinances, Section 35.13. Contact with anyone other than the Issuing Officer may result in the vendor being disqualified. All contact must be coordinated through the Issuing Officer, for the procurement of these services.

Please confirm

*Response required

*Contractor's Code of Ethics**

The City of Port St Lucie (“City), through its Procurement Management Division (“Procurement Management Division”) is committed to a procurement process that fosters fair and

open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public. To achieve these purposes, Procurement Management Division requires each vendor who seeks to do business with the City to subscribe to this Contractor's Code of Ethics.

- ◆ A Contractor's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- ◆ A Contractor will not discuss or consult with other Vendors intending to bid on the same Contract or similar City Contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- ◆ Contractor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.
- ◆ Contractor will completely perform any Contract awarded to it at the contracted price pursuant to the terms set forth in the Contract.
- ◆ Contractor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the Contract.
- ◆ Contractor will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
- ◆ Contractor will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Vendor or for any other person.
- ◆ Contractor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.
- ◆ Contractor must comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Contractor must require their suppliers (including temporary labor agencies) to do the same. Contractor must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to, the following:
 - o Obtaining and maintaining all required environmental permits. Further, Contractor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.

- o Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.
- o Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

DISCLAIMER: This Code of Ethics is intended as a reference and procedural guide to Contractors. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable Contractor Contract. In the case of any discrepancies between it and the law, regulation(s) and/or contractor contract, the law, regulatory provision(s) and/or vendor contract shall prevail.

Please confirm

*Response required

*Drug Free Workplace**

The undersigned Contractor in accordance with section 287.087, Florida Statutes, hereby certifies that they comply fully with the below requirements.

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Please confirm

*Response required

*Affidavit of Nongovernment Entity Anti-Human Trafficking Laws**

In accordance with section 787.06(13), Florida Statutes, the representative of the nongovernmental entity bidder ("Entity"), attests under penalty of perjury that the Entity does not use coercion for labor or services as defined in section 787.06.

Please confirm

*Response required

*Vendor Scrutinized Companies List Certification**

Sections [287.135](#) and [215.473](#), Florida Statutes, prohibit Florida municipalities from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or to engage in any Business operations with Cuba or Syria. Sections 287.135 and 215.4725 also prohibit Florida municipalities from contracting with companies, for goods or services in any amount that are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of "Scrutinized Companies" can be found at the following link:

https://www.sbafla.com/media/mqodaonn/2024_12_17_-israel-scrutinized-companies-list-for-web.pdf

As the person authorized to sign on behalf of the Respondent Vendor, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. I understand that pursuant to Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject the Respondent Vendor to civil penalties, attorney's fees, and/or costs.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false

certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Please confirm

*Response required

*Compliance with 2 C.F.R. 200.318 through 200.326**

The Contractor will comply with all applicable federal and state laws and regulations, to include 2 C.F.R. 200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards".

Please confirm

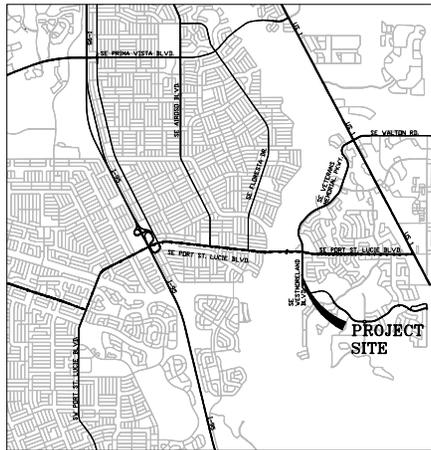
*Response required

*I certify that I have read, understood and agree to the terms in this solicitation, and that I am authorized to submit this response on behalf of my company.**

Please confirm

*Response required

CONSTRUCTION PLANS FOR
PRESERVE TRAIL AT THE PORT
 IN
 SECTION 10, TOWNSHIP 37 SOUTH, RANGE 40 EAST
 CITY OF PORT ST. LUCIE, FLORIDA
 PREPARED FOR
CITY OF PORT ST. LUCIE



SCALE: 1" = 5000'

LOCATION MAP

SECTION 10 TOWNSHIP, 37 SOUTH, RANGE 40 EAST



VICINITY MAP N.T.S.

INDEX TO SHEETS	
SHEET NO.	DESCRIPTION
1	COVER SHEET
2	HORIZONTAL CONTROL & STRIPING PLAN
3	PAVING, GRADING & DRAINAGE PLAN
4	BOARDWALK PLAN & PROFILE
5	PARK REPAIR PLAN
6	EROSION & SEDIMENT CONTROL PLAN
7	PAVING, GRADING, & DRAINAGE DETAILS
8	BOARDWALK DETAILS
9	WATER DETAILS
10	EROSION & SEDIMENT CONTROL DETAILS
11	SPECIFICATIONS

LEGAL DESCRIPTION

THE SOUTH 1324.07 FEET OF THE NORTH ONE-HALF (N 1/2) OF GOVERNMENT LOT 8 OF SECTION 10, TOWNSHIP 37 SOUTH, RANGE 40 EAST, LYING EAST OF THE NORTH FORK OF THE ST. LUCIE RIVER AND LESS SOUTH 707.87 FEET, LESS EAST 70 FT WEST OF THE WEST RIGHT-OF-WAY LINE OF WESTMORELAND BOULEVARD, ST. LUCIE COUNTY, FLORIDA.

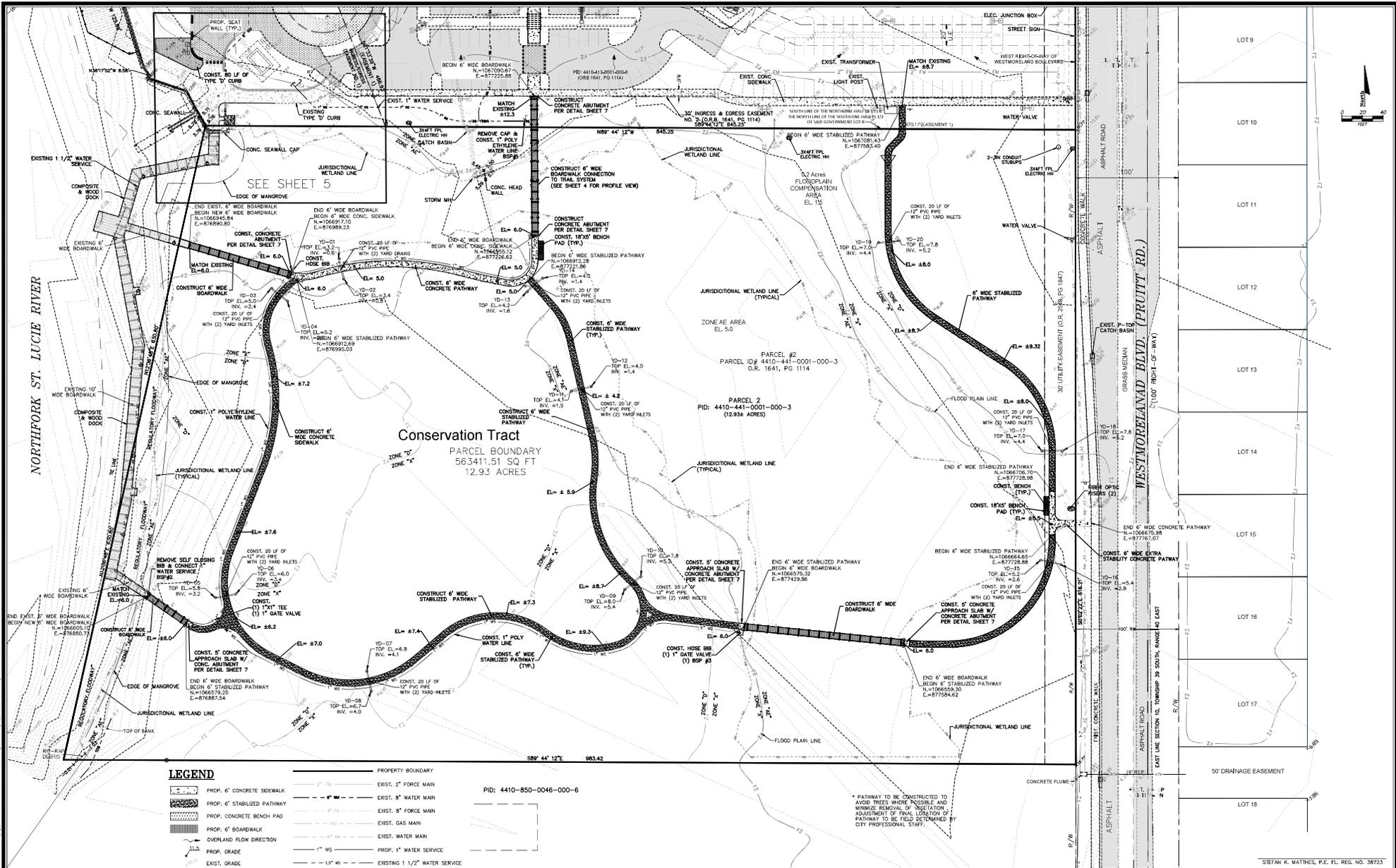
REVISIONS	
SHEET NO.	DATE

BID PLANS
 DATE: 01/13/2025


CULPEPPER & TERPENING INC
 2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
 PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
 STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

PSLUSD PROJECT NO. 5001-31
 CITY PSL PROJECT NO. 17-004-A2
 C&T PROJECT NO. 16-031.009

STEFAN K. MATTHEWS P.E. FL. REG. NO. 38723



LEGEND

- | | | | |
|--|-------------|--|-------------------|
| | PROP. 6\"/> | | PROPERTY BOUNDARY |
| | PROP. 6\"/> | | EXIST. 2\"/> |
| | PROP. 6\"/> | | EXIST. 8\"/> |
| | PROP. 6\"/> | | EXIST. 8\"/> |
| | PROP. 6\"/> | | EXIST. GAS MAIN |
| | PROP. 6\"/> | | EXIST. WATER MAIN |
| | PROP. 6\"/> | | PROP. 1\"/> |
| | PROP. 6\"/> | | EXIST. 1 1/2\"/> |

PID: 4410-850-0046-000-6

NOTES:
1) ALL ELEVATIONS AND BENCHMARKS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) OF 1988.



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COMPUTER FILE REF.	FIELD BK./PG.

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 2880 SOUTH 25TH STREET • FORT PIERCE, FLORIDA 34681
 PHONE 772-464-8337 • FAX 772-464-8407 • www.c-t-inc.com
 STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4288

- REVISIONS -		BY	DATE

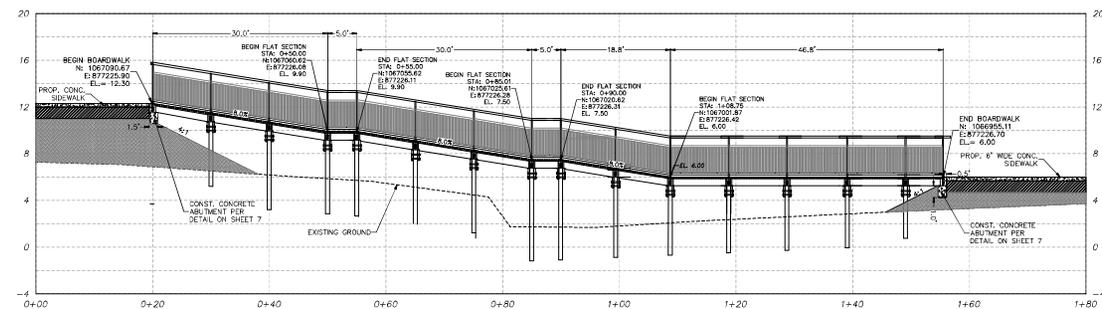
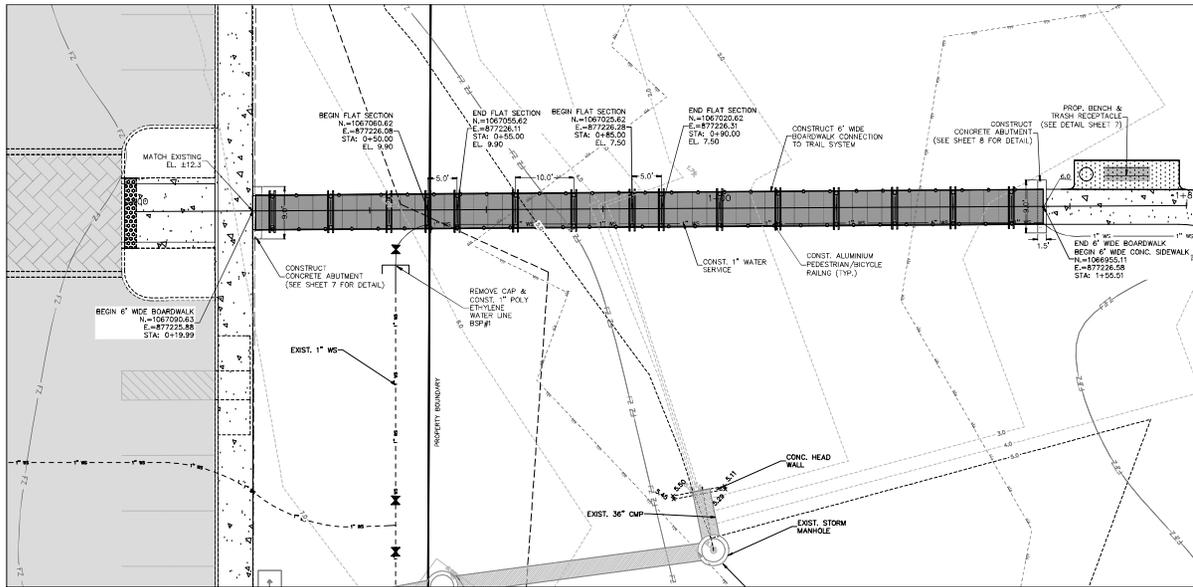
DESIGNED	BY	DATE
SKM		11/13/24
CALCS.		
DRAWN	KU	01/13/25
DETAILED		
CHECKED	SKM	01/13/25
APPROVED	SKM	01/13/25

PRESERVE TRAIL AT THE PORT
PAVING, GRADING & DRAINAGE PLAN

DATE: 01/13/25
 HORIZ. SCALE: 1"=40'
 VERT. SCALE: N/A
 JOB No. 18.031-011
 SHEET 3 of 11

DATE: 01/13/25 10:57 AM PROJECT: Conservation Tract 11/13/24 10:57 AM DRAWN BY: SKM

STEFAN K. MATTHEIS, P.E., FL. REG. NO. 38723



CITY OF FORT ST. LUCIE PROJECT No. P17-004

STEFAN K. MATTHEIS, P.E. FL. REG. NO. 38723

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COMPUTER FILE REF.	FIELD BK./P.O.

CULPEPPER & TERPENING INC
2880 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34881
PHONE 772-464-8337 • FAX 772-464-8407 • www.ct-inc.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4288

- REVISIONS -		BY	DATE

BY	DATE
DESIGNED SKM	11/13/24
CALCS.	
DRAWN	01/13/25
CHECKED SKM	01/13/25
APPROVED SKM	01/13/25

PRESERVE TRAIL AT THE PORT
BOARDWALK PLAN & PROFILE

DATE: 01/13/25
HORIZ. SCALE: 1"=10'
VERT. SCALE: 1"=5'
JOB No. 16.031-011
SHEET 4 of 11

D:\16.031-011\16.031-011.dwg - 01/13/25 10:12 AM - PLOT: 01/13/25 10:12 AM - PLOT: 01/13/25 10:12 AM

Project Name and location information:	Preserve Trail at the Port, Section 10, Township 37 South, Range 40 East, Port St. Lucie, Florida
Describe the nature of the construction activity:	Conversion Pathway
Describe the intended sequence of major soil disturbing activities:	<ul style="list-style-type: none"> 0-2 days, site prep and stabilized construction entrance; 3-4 days, install sediment retention and erosion controls; 7-60 days, install stormwater retention basin 7-10 days, clearing/grubbing over all areas 11-30 days, site grading; 90-150 days, install storm sewer and utilities 150-180 days, stabilize site.
Total area of the site:	12.00 ACRES
Total area of the site to be disturbed:	
Existing data describing the soil or quality of any stormwater discharge from the site:	N/A
Estimate the drainage area size for each discharge point:	0.07 ACRES
Latitude and longitude of each discharge point and identify the receiving water or North Fork of the St. Lucie River for each discharge point:	1. 1.1 FT - 27° 16' 306" N LON: 80° 19' 13.42" W Discharges to North Fork of the St. Lucie River
Give a detailed description of all controls, Best Management Practices (BMP) and measures that will be implemented at the construction site for each activity identified.	
NOTE: All controls shall be consistent with performance standards for erosion and sediment control and stormwater treatment set forth in s. 62-40.432, F.A.C., the applicable Stormwater or Environmental Resource Permitting requirement of the Department or a Water Management District, and the guidelines contained in the State of Florida Erosion and Sediment Control Designer and Reviewer Manual, FDOT, F-609 (2007) and any subsequent amendments.	
All installation shall be commenced as depicted on the attached site map and installation "typical" sheet.	
Describe all temporary and permanent stabilization practices. No stabilization is necessary. All work will be completed from a paved or a barge.	
Temporary seeding is not required.	
Describe all structural controls to be implemented to divert stormwater flow from exposed soils and structural practices to store flows, retain sediment on-site or in any other way limit stormwater runoff. These controls include silt fences, earth dikes, diversions, coales, sediment traps, check dams, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, coagulating agents and temporary or permanent sediment basins.	
A floating turbidity barrier to be installed around the proposed boardwalk.	
Describe all sediment basins to be implemented for areas that will disturb 10 or more acres at one time. The sediment basin (or an equivalent alternative) should be able to provide 3,000 cubic feet of storage for each acre drained. Temporary sediment basins (or an equivalent alternative) are recommended for drainage areas under 10 acres. No sedimentation basins or detention basins.	
No temporary sedimentation basins are proposed. The detention basins (prior to being connected to a discharge structure) may be used as a temporary sediment basin if needed.	
Describe all permanent stormwater management controls such as, but not limited to, detention or retention systems or vegetated swales that will be installed during the construction process.	
A stormwater detention basin is not required.	
Waste disposal, this may include construction debris, chemicals, litter, and sanitary wastes:	All construction materials and debris will be placed in a dumpster and hauled off site to a landfill or other proper disposal site. No materials will be buried on site.
Offsite vehicle tracking from construction entrances/exits:	All construction vehicles will be in a paved area. No tracking is proposed to occur.
The proper application rates of all fertilizers, herbicides and pesticides used at the construction site:	N/A
The storage, application, generation and mitigation of all toxic substances:	N/A
Other:	N/A
Provide a detailed description of the maintenance plan for all structural and non-structural controls to assure that they remain in good and effective operating condition.	
Contractor shall provide routine maintenance of permanent and temporary sediment and erosion control features in accordance with the technical specifications or as follows, whichever is more stringent:	
Maintenance shall be performed on the rock entrance when any void spaces are full of sediment. There is no rock entrance, all vehicles will be parked on pavement and the barge will be in water.	
Maintain all other areas of the site with proper controls as necessary.	
Floating Turbidity Barriers will be inspected weekly and repaired or adjusted as needed.	
Inspection: Describe the inspection and inspection documentation procedures, as required by Part V.D.4. of the permit. Inspections must occur at least once a week and within 24 hours of the end of a storm event that is 0.50 inches or greater (see attached form).	
Qualified personnel will inspect all points of discharges, all disturbed areas of construction that have not been stabilized, constructed areas and locations where vehicles enter and exit the site, and all BMPs at least once every 7 calendar days or within 24 hours of the end of a rainfall event that is 0.5 inches or greater. Where sites have been finally stabilized, said inspections shall be conducted at least once every month until the Notice of Termination is filed.	
Identify and describe all sources of non-stormwater discharges as allowed in Part V.A.4. of the permit. Flows from fire fighting activities do not have to be listed or described.	
It is expected that the following non-stormwater discharges may occur from the site during construction period:	N/A
All contractor(s) and subcontractor(s) identified in the SWPPP must sign the following certification:	
"I certify under penalty of law that I understand and shall comply with the terms and conditions of the State of Florida Generic Permit for Stormwater Discharge from Large and Small Construction Activities and the Stormwater Pollution Prevention Plan prepared hereunder."	

STATE OF FLORIDA EROSION & SEDIMENT CONTROL - DESIGNER & REVIEWER MANUAL

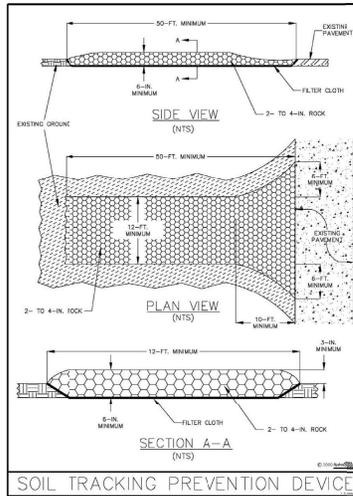


Figure V-14: Illustration of a Soil Tracking Prevention Device

STATE OF FLORIDA EROSION & SEDIMENT CONTROL - DESIGNER & REVIEWER MANUAL

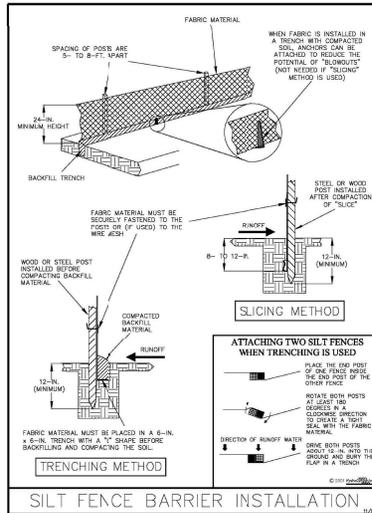


Figure V-40: Illustration of a Silt Fence Barrier

STATE OF FLORIDA EROSION & SEDIMENT CONTROL - DESIGNER & REVIEWER MANUAL

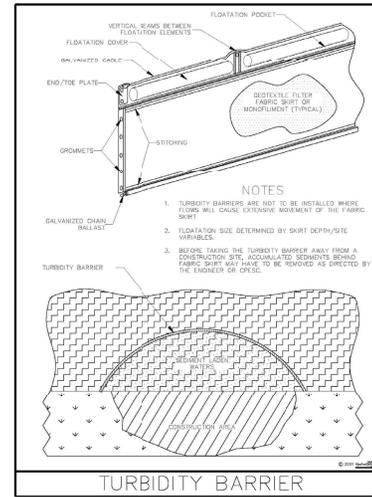


Figure V-6: Illustration of a Turbidity Barrier Curtain

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COMPUTER FILE REF.	FIELD BK./PG.

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- REVISIONS -		BY	DATE

DESIGNED	BY	DATE
SKM	11/13/24	
CALCS.		
Detailed	KU	01/13/25
CHECKED	SKM	01/13/25
APPROVED	SKM	01/13/25

PRESERVE TRAIL AT THE PORT
 EROSION CONTROL DETAILS

DATE: 01/13/25
HORIZ. SCALE: N/A
VERT. SCALE: N/A
JOB No. 16.031-011
SHEET 10 of 11

1. GENERAL

1. Modification: Modification shall meet the requirements of FDOT Section 101. This work shall include, but is not limited to, operations necessary for the treatment of personnel, equipment, supplies, and incidents to the project site, and for the establishment of temporary enclosures, storage areas, and other facilities, including but not limited to other facilities, as required by State and local laws and regulations. This section also includes any and all work related to the final cleanup.
2. Construction Surveying: The Owner shall provide horizontal control consisting of four control points. The contractor shall provide vertical benchmarks as shown on the plans. This control will be provided one time only. The Contractor is responsible for all other construction surveying. The Contractor is responsible to protect these reference points and the construction staked throughout the job. The Contractor shall bear the cost of any necessary restaking.
3. Soil Testing: Soil Testing shall be performed by a certified testing laboratory. The contractor shall be responsible for payment of any failed tests and inspections.

2. EARTHWORK AND GRADING

- Materials and construction methods for earthwork, excavation, embankment and grading shall meet the requirements of FDOT Section 120 and shall be performed to achieve final grades, elevations and typical sections as shown on the plans for the proposed work.
1. Clearing and Grubbing: Clearing and grubbing shall meet the requirements of FDOT Section 110 and shall be performed within the limits of the project work. This work shall include, but is not limited to the removal of existing trees, brush stumps, rocks and other objectionable material to a depth of 18 inches below the natural ground surface. The trees and brush shall be cut and grubbed generally consist of right-of-way, utility easements, any trees for possible retention. All material to be removed from the site of the project and shall be disposed of in accordance with local, regional, State and Federal laws, regulations and ordinances.
 2. Rough Grade: The Contractor shall grade the right-of-way and lots to meet the requirements of FDOT Sections 110 and 120 and shall conform to the lines, grades, and typical sections as shown on the plans.
 3. Fine Grade: The Contractor shall fine grade the roadway to meet the requirements of FDOT Section 110 and 120 and shall conform to the lines, grades and typical sections as shown on the plans.
 4. Soil: Soil shall meet the requirements of FDOT Section 570, 575, and 981 and shall be placed adjacent to the curbing for a minimum width of 24 inches.
 5. Seed and Mulch: Seed and mulch shall meet the requirements of FDOT Sections 570, 575, and 981 and shall be placed in all disturbed areas not otherwise addressed in plans provided by the owner.

3. POTABLE WATER DISTRIBUTION AND WASTEWATER COLLECTION SYSTEM

- Materials, construction methods, required tests, testing methods and construction tolerances for the wastewater collection and transmission system shall meet the requirements of the current AWWA Specifications, FDEP, and PSLUSD.
1. The Contractor and/or construction surveyor shall verify the elevation of the treatment shown on construction plans. Verify all elevations of existing pavement, subgrade, and structures before starting construction and notify the Engineer if any discrepancy in elevations exist.
 2. The Contractor is herein advised that "as-built drawings" will be performed on the project which will reflect the elevation and location of all structures and improvements on the project. These "as-built drawings" will be certified by the Engineer to determine conformance of the project to required tolerances as set forth by permitting and/or approving public agencies. Tolerances established by these agencies must be met in order for the project to be accepted for final distribution and approval. As-Built shall be in accordance with the Port St. Lucie Utilities Systems Department Standards.
 3. All construction shall be in accordance with the City of Port St. Lucie Utility Systems Department's Technical Specifications and Construction Standards, latest revision, and with all applicable Florida Department of Environmental Protection Rules and Regulations.
 4. No field changes or deviations from design are to be made without prior written approval of the Engineer of Record and Port St. Lucie Utilities Systems Department.
 5. The contractor shall coordinate service grades and location with the Engineer.
 6. All materials, construction methods, testing and detection shall conform to the requirements of the City of Port St. Lucie Utility Systems Department and AWWA current standards.
 7. PVC Water Main: The Dimension Ratio (DR) and Pressure Rating shall be C905, DR-18 (Pressure 8 class 235) for 4" to 12" pipe and C 905, DR-18 (Pressure rating 235) for 14" to 24" pipe. Minimum cover shall be 36 inches, unless otherwise noted. Water mains shall be blue in color.
 8. Ductile Iron Fittings: Ductile iron fittings shall be used on all PVC C905 & C905 mains. Fittings shall conform to AWWA/ANSI C153/A21.5.3.06 with a minimum pressure rating of 300 psi. Fittings shall be coated as specified under c(1) (d) Coating & Linings for DIP. Fittings shall be restrained with restrained joints as per the detail.
 9. Gate Valve with Box: Valves 2 and larger shall be gray or ductile iron body, conform to AWWA 5209 or 5205, with mechanical joints or flanged ends, and shall be equipped with a 2 1/2 square gey or ductile iron wrench nut. Valves shall be noted for 250-psi working pressure.
 10. Water/Sewer lines shall be laid on undisturbed ground, compacted to 95% of maximum density in accordance with AASHTO T-180. Backfill shall be compacted to 95% of maximum density in accordance with AASHTO T-180. The contractor shall submit certified density tests on each 12' lift.

11. The contractor shall contact the Engineer of Record, the appropriate governmental Jurisdictional agency and all utility companies at least 48 hours prior to commencement of construction for coordination of any utilities. The contractor shall schedule a pre-construction meeting with the Engineer, Port St. Lucie Utility Systems Department and the City of Port St. Lucie Engineering Department a minimum of ten (10) working days prior to starting construction.
12. Areas to be open cut shall be overlaid within the limits of the open cut as indicated in the plans.
13. Minimum cover shall be 36" for water mains.

4. POTABLE WATER DISTRIBUTION SYSTEM

1. The contractor shall repair or replace any damage caused by construction activity. Disturbed areas shall be restored to their original condition. Any disturbed areas within Public Right-of-Way shall be sodded. All other unpaved and unseeded areas disturbed during the construction shall be seeded and mulched in accordance with Section 570 of the Florida Department of Transportation specifications.
2. Existing utilities shall be field verified and protected by the contractor.
3. The contractor shall top existing lines under the supervision of Port St. Lucie Utilities Systems Department only after preliminary testing and detection has been completed and approved.
4. Water main shall be marked by the use of continuous Blue wire per the PSLUSD's Qualified Product list (QPL)
5. Service tags (Bacteria Sample Points (BSP)) shall be placed approximately ten feet away from gate valves, air valves, for testing. Following testing and sterilization of waterline, the Contractor shall place a brass plug in all construction holes which were used as BSP's and remove the tubing and curb caps.
6. Mechanical restraints to be used on all fittings. No brass.
7. Hydraulic and leakage tests shall be made between valves and/or connectors for each section tested using the procedure outlined in AWWA/ANSI C900 for DIP and C905 for PVC.

Allowable leakage formula:

$$L = \frac{SDVP}{1600D}$$

Where:

- L = Allowable leakage in gallons per hour
- S = Length of pipe tested in feet
- D = Nominal diameter of the pipe in inches
- P = Average test pressure maintained during test in pounds per square inch gage

8. Water main shall be distributed and approved in accordance with the latest applicable Florida Department of Environmental Protection and AWWA requirements (AWWA C-651).
9. All crossings will be inspected by the PSLUSD prior to backfilling.
5. PSLUSD SEPARATION NOTES: (SEE PSLUSD DET C-01 SHEET 20)
 1. Water mains shall cross over other pipes unless not feasible. Sewers and force mains should cross under water mains whenever possible. Sanitary sewers, force mains and storm sewers crossing water mains shall be laid to provide a minimum vertical distance of 18 inches between the invert of the upper pipe and the crown of the lower pipe whenever possible. All crossings shall be arranged so that the sewer pipe joints and the water main pipe joints are equidistant from the point of crossing (full length of pipe centered on the crossing).
 2. A minimum 10-foot horizontal separation shall be maintained between any type of sewer and water main in parallel installations whenever possible. In cases where it is not possible to maintain a 10-foot horizontal separation, the water main shall be laid in a separate trench or on an undisturbed earth shelf located on one side of the sewer or force main of such an elevation that the bottom of the water main is at least 18 inches above the top of the sewer.
 3. Maximum obtainable separation of reclaimed water lines and domestic water lines shall be practical. A minimum horizontal separation of five feet (outside to outside) shall be maintained between reclaimed water lines and other potable water mains or sewage collection lines. A minimum vertical clearance of 18 inches must be maintained between reclaimed water lines and potable water mains or sewage collection lines. At crossings, provisions of FAC Rule 17-404 and 10 States Standards apply.
 4. All potable water, wastewater, and reclaimed water facilities shall be located a minimum 5 feet horizontal (from edge of facility) from other public utilities, privately owned irrigation mains, drainage lines, drainage structures, power poles, and light poles.
 5. A minimum of 10 feet horizontal separation is also required from structures, buildings, wells, fountains, and fences unless specifically approved by the PSLUSD in writing.
 6. TV cable, phone lines and irrigation lines shall cross Department's facilities with a minimum of 12 inches vertical clearance.
 7. Gas mains and electric power cables shall cross PSLUSD facilities with a minimum of 18 inches vertical clearance.

THE WORK

Existing Utilities and Structures:
Existing utilities, structures and facilities shown on the Drawings were located as accurately as possible from the records available. No guarantee is made that existing facilities are shown or that those shown are entirely accurate. The Contractor shall assume the responsibility of the actual location of the utilities, structures, or facilities prior to performance of any work in the vicinity. The utility companies or utility agencies who cooperate with the Contractor's operations. Prior to start of the work, the Contractor shall request each utility agency to advise him of the location of their facilities in the vicinity. The Owner will assume no liability for damages sustained or cost incurred because of the Contractor's operation in the vicinity of existing utilities or structures, or to the temporary breaking and shoring of same, in the event that it is necessary to shore, brace, or set up a utility, the utility company or department affected should be contacted and their permission secured as to the method used for any such work.

Restoration of Damaged Structures or Utilities:
It shall be the responsibility of the Contractor to repair, rebuild or restore to its former condition, any and all portions of existing utilities, structures, equipment, equipment, surplus and discarded materials, rubbish and temporary structures which result from the work under this Agreement, and shall restore in an acceptable manner, all property which has been damaged during the prosecution of the work.

Final Cleanup:
Upon completion of the work, but before final payment will be made, the Contractor shall clear and remove from the Project area, all leftover equipment, surplus and discarded materials, rubbish and temporary structures which result from the work under this Agreement, and shall restore in an acceptable manner, all property which has been damaged during the prosecution of the work.

Record Information:
Upon completion of the work, but prior to submission of the request for final payment, the Contractor shall detail and submit record information to the Owner. This information shall include the following:

1. Water and Wastewater Systems:
 - a. As-built plans for water/sewer mains shall be provided by the Contractor/Engineer of Record and shall be comprised of three (3) baseline copies of a certified survey. The baseline copies shall bear the original signature and embossed seal of the surveyor who performed the as-built survey. The as-built shall be submitted after the completion of construction or as otherwise indicated herein, prior to submission to Port St. Lucie Utilities Systems Department. The as-built survey shall be prepared in plan and profile format by a professional land surveyor registered in the State of Florida, and shall comply with applicable provisions of the Florida Administrative Code and Chapter 42 of the Florida Statutes. The as-built drawing shall be of the same scale and reference the same baseline as the drawings prepared by the Engineer of Record. The horizontal and vertical locations of the mains and appurtenances shall be accurately depicted to scale and shall be identified relative to the baseline and existing or proposed permanent reference points existing after the completion of the construction. Locations shall be shown for all fittings, valves, hydrants, manholes, sumps, and other appurtenances. The as-built drawing shall show the location of the main at each baseline station as shown on the plans (100 feet maximum) both horizontal and vertical. Underground facilities (i.e. drainage, gas, electric, telephone, etc.) crossing the mains shall be accurately shown both horizontally and vertically and shall identify size, type, facility, material, and clearance. All information shall be based upon measurements and observations made in the field by the surveyor certifying the survey, or by personnel under his employment, direction and supervision. The cost for preparing and maintaining the as-built plans shall be incidental to the construction cost.
 - 2. Drainage System:
 - a. High points and low points of swales;
 - b. Locations and grade and invert elevations of all structures;
 - c. Location, size, type, length and invert of all culverts.
 - 3. Paving and Grading:
 - Location and elevation of high and low points in roadway and any other changes in grade.
- The record information shall be certified by a Florida Professional Land Surveyor. Locations shall be made by reference to centerline stationing and offset or by other means acceptable to the Owner. Elevations shall be according to the North American Vertical Datum (NAVD).

Guarantee: All materials and the installation thereof which are furnished and installed by the Contractor, under the terms of the Agreement, shall be guaranteed by the Contractor against defective workmanship, mechanical and physical defects, leakage, breakage, and other damages and failure under normal operation for a period of one (1) year from the date of final payment, said date to constitute the commencement of the one (1) year warranty period. Any materials and installations proving to be defective within the specified period of the warranty shall be replaced without cost to the Owner by the manufacturer or the Contractor. The period of the warranty of each such replacement shall be from and after the date of installation thereof.

UTILITY CONTACTS

Company	Contact	Telephone Numbers
PSLUSD	Michelle Heller	(772) 873-6424
Florida Power & Light	Patricia Blandinelli	(772) 337-7011
Conquest Cable	Rick Johnson	(861) 452-4513
AT&T	Joan Arill	(772) 460-4441
Florida City Gas	Ron Muller	(321) 638-3424

GENERAL NOTES

1. Grassing shall be furnished and installed in conformance with the approved landscape plan. All disturbed areas not shown to be planted, mulched, etc. shall be sodded.
2. Sod shall be placed such that the top of the grass is at the same elevation as the top of adjacent finish grade.
3. The location of existing utilities shown is approximate only and must be field verified by the Contractor prior to beginning work.
4. These plans shall not be used for construction unless they are marked "Approved for Construction".
5. Contractor to obtain and review all permits prior to starting construction.
6. Drawing scale may change due to reproduction.
7. Maintenance of traffic must be in conformance with FDOT Specifications.
8. All nuisance exotic vegetation on-site must be removed in conjunction with site development. Contractor is to confirm limits of preserve areas appropriately prior to starting construction.



Know what's below,
Call before you dig.

NOTES:
ELEVATIONS AND
BENCHMARKS SHOWN HEREON
ARE RELATIVE TO THE NORTH
AMERICAN VERTICAL DATUM
(NAD 83) OF 1988.

COMPUTER FILE REC. FIELD BK./P.G.



CULPEPPER & TERPENING INC
2880 SOUTH 29th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-5537 • FAX 772-464-5497 • WWW.CTINC.COM
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4288

- REVISIONS -

NO.	BY	DATE
-	-	-
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DESIGNED	BY	DATE
-	-	-
CAJCS	-	-
DRANK	KU	01/13/25
DETAILED	-	-
CHECKED	HH	01/13/25
APPROVED	HH	01/13/25

PRESERVE TRAIL AT THE PORT

SPECIFICATIONS

DATE: 01/13/25
HORIZ. SCALE: N/A
VERT. SCALE: N/A
JOB No. 16.091-011
SHEET 11 of 11

Attachment A

Technical Specifications

PRESERVE TRAIL at the PORT

**Sealed Electronic Bid # 202500__
(E-Bid)**



**TECHNICAL SPECIFICATIONS
BOARDWALK, PATHWAY, CONCRETE, POTABLE WATER**

PARAGRAPH	DESCRIPTION
1	Standard Specifications
2	Scope of Work
3	Measurement and Basis of Payment
4	Utilities
5	Borrow and Waste
6	Testing
7	Construction Layout
8	Maintenance of Traffic
9	Water Resources
10	Fish and Wildlife Resources
11	Erosion and Sediment Control Measures
12	Environmental Protection
13	Clearing and Grubbing
14	Control and Disposal of Waste
15	Dust Control
16	Regular Excavation
17	Embankment
18	Excavation and Dewatering
19	Type B Stabilization (12" Thick)
20	Optional Base Group 01 (4" Thick)

PARAGRAPH	DESCRIPTION
21	Concrete Class II, Boardwalk Abutment
22	Pipe Culverts, Inlets and Mitered End Sections
23	Boardwalk & Timber Structures
24	Aluminum Railing - Boardwalk
25	Concrete Sidewalk/Pads, 6” Thick
26	Concrete Curb, Type D
27	Concrete Flume
28	Riprap Rubble, F&I, Ditch Lining (1’ Thick w/Bedding Stone)
29	Sodding
30	Signing, Pavement Markings
31	Potable Water System
32	Hardscape
33	Stone Bench
34	Artificial Turf Repair
35	Project Schedule

Special Conditions

- 1) City Furnished Items
- 2) Survey Control
- 3) Field Office
- 4) Construction Items in the Bid Form
- 5) Existing Signs
- 6) Project Supervisor
- 7) Design Engineer
- 8) Engineer
- 9) Sequence of Construction
- 10) Retests and Standby Time for Soils Testing Company
- 11) Excavated Material

1 **STANDARD SPECIFICATIONS:** All work shall conform to the "Florida Department of Transportation Standard Specifications for Road and Bridge Construction" (July 2024 Edition) and all supplementary specifications issued by the department along with the City of Port St. Lucie Engineer Standards for Land Development, Commercial, Residential Subdivisions and Capital Improvement Projects, unless stated otherwise. Any reference in the FDOT Standard Specifications to the Engineer or Department shall mean the ENGINEER OF RECORD on this project. Specific references are made to certain portions of the FDOT Standard Specifications to facilitate the CONTRACTOR.

Any reference to "FDOT Standard Indexes" shall mean the FDOT Design Standards (FY 2024 Edition) and Interims.

2 **SCOPE OF WORK:** Shall be as shown on the collective plans for Preserve Trail at the Port Construction Plans sheets 1 through 11 inclusive. The Scope of Work under this contract shall also include coordination between this CONTRACTOR and the CITY and any of its contractors throughout the duration of construction to complete all the items included in the construction plans.

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

Measurements for progress payments shall be made on in-place quantities. Requests for partial payment for materials on order, in warehouse or yard, or stockpiled on the project site will be accepted or denied at the CITY's discretion.

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

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

Final payment will not be made on any portion of the contract until the entire scope of work under this contract is complete.

4 **UTILITIES:** The CONTRACTOR shall be required to coordinate all work when necessary with the various utility companies in order that utility service may be maintained. The CONTRACTOR shall exercise due caution when working adjacent to such utilities. Any damage to the utilities resulting from the CONTRACTOR's operations shall be repaired at his expense. The design engineer has reflected on the plans those utilities he is aware of. The locations shown are approximate only. Any work involving conflict with utility companies shall be coordinated promptly without any delay to the project.

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

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

6 **TESTING:**
Description: Testing shall be at the expense of the CITY, except that any test not meeting specification requirements shall be charged to the CONTRACTOR. An Independent Testing Laboratory shall be selected by the CITY to provide testing services as directed by the ENGINEER. The testing laboratory shall mail a copy of all test reports directly to the CONTRACTOR. The CONTRACTOR shall forward signed and sealed test reports to the ENGINEER. Test reports shall include the following data:

- | | |
|-------------------------|--|
| 1. Project Name and No. | 7. Date of Testing |
| 2. ENGINEER's Name | 8. Technician Testing |
| 3. CITY's Name | 9. Test Results |
| 4. CONTRACTOR's Name | 10. Specification Requirements |
| 5. Date of Sampling | 11. Whether or not test meets specification requirements |
| 6. Technician Sampling | 12. Signature of Supervising Professional ENGINEER |

The CONTRACTOR shall notify the ENGINEER when he has portions of the work ready for testing. The CONTRACTOR shall be responsible for contacting and scheduling all testing through the CITY's selected testing facility.

The CONTRACTOR shall provide for testing of all work efforts in accordance with the appropriate FDOT Standards.

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

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

Record Drawings: CONTRACTOR shall keep one record copy of all specifications, prints, drawings, addenda, modifications and shop drawings at the site in order, and annotated to show all changes made during the construction process. CONTRACTOR shall provide ENGINEER and CITY one (1) digital file in AutoCAD format of the As-

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

8 MAINTENANCE OF TRAFFIC

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

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

The CONTRACTOR shall coordinate any street closings or detours necessary for the maintenance of traffic with the City of Port St. Lucie. Westmoreland Boulevard, and access to the Botanical Gardens shall remain open at all times. All costs associated with this coordination will be included in the cost of Maintenance of Traffic (MOT).

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

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

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

The CONTRACTOR shall not block access to driveways except where same area is to be removed and replaced. The CONTRACTOR shall give twenty four (24) hours advance written notice to the resident or occupant of the property of driveway removal and replacement operations and supply the CITY's representative a copy of same.

Method of Measurement and Basis of Payment. All items included in this section shall be carried out by the CONTRACTOR as incidental to the project.

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

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

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

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

Method of Measurement and Basis of Payment: All materials, labor and equipment needed to prosecute the work required by this Specification shall be carried out by the CONTRACTOR as incidental to the bid price of the various bid items of this Contract, 104-10-3 Sediment Barrier, 104-11 Floating Turbidity Barrier, 104-15 and Soil Tracking Device with no additional cost to be incurred by the CITY.

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

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

11 **EROSION AND SEDIMENT CONTROL MEASURES:**

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

Reduction of Exposure of Unprotected Erosive Soils: Earthwork brought to final grade shall immediately be finished as indicated and specified. All earthwork shall be planned and conducted in such a manner as to minimize the duration of exposure of unprotected soils. Protection to erosion shall be furnished by grassing exposed slopes and unprotected soils.

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

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

Method of Measure and Basis of Payment: When separate items for Temporary Erosion control are included in this Contract, the quantities to be paid under this Section will be for the contract Unit Bid price for the specific item. When other items for temporary erosion control are needed, but no provision has been made for separate items in this Contract, all materials, labor and equipment needed to prosecute the work required by this Specification shall be carried out by the CONTRACTOR as incidental to the bid price of the various bid items of this Contract, with no additional cost to be incurred by the CITY.

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

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

The CONTRACTOR shall provide and maintain environmental protection during the term of the Contract. Environmental protection measures shall be provided to control pollution that develops during normal dredging and/or excavation practices. The CONTRACTOR's operations shall comply with all Federal, State, and Local regulations pertaining to water, air, solid waste and noise pollution. Compliance with the provisions of this Section by subcontractors shall be the responsibility of the CONTRACTOR.

Method of Measurement and Basis of Payment: All materials, labor and equipment needed to prosecute the work required by this Specification shall be carried out by the

CONTRACTOR as incidental to the bid price of the various bid items of this Contract, with no additional cost to be incurred by the CITY.

13 **CLEARING AND GRUBBING:**

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

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

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

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

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

Removal of Existing Structures. Work under this item will be done in accordance with Sub-Sections 110-6 and 110-7 of the FDOT Standard Specifications. This work also includes the removal of existing culvert pipes, stormwater inlets, flexible pavement, and concrete headwalls as shown in the construction plans.

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

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

Method of Measurement and Basis of Payment. All items included in this section shall be carried out by the CONTRACTOR as incidental to the bid price of Bid Item No. 110-1-1, Clearing & Grubbing, on a per Acre; 110-3 Removal of Existing Structures, on a Lump Sum; and 110-4-10 Removal of Existing Pavement, on a Square Yard basis.

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

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

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

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

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

The CONTRACTOR shall perform all excavation necessary to accomplish the construction indicated on the plans. Excavated materials; shall be stockpiles in the project as directed by the ENGINEER. Unsuitable materials will be removed from the site and disposed of by the CONTRACTOR at no additional cost to the CITY.

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

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

All existing improvements such as pavements, conduits, poles, pipes and other structures shall be carefully supported and fully protected from injury and, in case of damage, they shall be restored without compensation. Existing utilities and other

underground obstructions are shown on the plans but the accuracy of the locations and depths is not guaranteed. The CONTRACTOR shall be responsible for damages to these existing utilities and shall, in case they are damaged, restore them to their original condition.

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

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

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

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

Method of Measurement and Basis of Payment. Payment for Excavation and Embankment shall be made under Bid Item No. 120-1 on a Cubic Yard Basis.

- 17 **EMBANKMENT**: Embankment consists of all materials, equipment and labor to perform work as defined in Section 120 of the Standard Specifications. In addition, the work covered under this section consists providing all materials of whatever nature, within the limits of construction. This work also includes the hauling, stockpiling, and

maintenance of all fill material as directed by the CITY. Included in this section is all fill and finishing necessary for the construction, preparation and completion of all lake bank berm construction, and sidewalk and culvert installation, all in accordance with the required alignment, grade and cross sections shown on the drawings or as directed by the ENGINEER.

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

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

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

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

All backfill material shall be clean and free of lumber, trash or other debris and shall be thoroughly compacted in layers not to exceed eight inches and brought to an elevation above the finished grade sufficient to allow for settlement. Prior to placing backfill, the areas around structures upon which the backfill is to be placed shall be cleaned of all trash and debris of any nature. Any sheeting and bracing allowed to be left in place shall be cut off a minimum of 2.5 ft. below finished grade.

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

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

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

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

Method of Measurement and Basis of Payment. Payment for Excavation and Embankment shall be made under Bid Item No. 120-6 on a Cubic Yard Basis.

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

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

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

The CONTRACTOR shall provide adequate equipment for the removal of storm or subsurface waters that may accumulate in the excavation. If subsurface water is encountered, the CONTRACTOR shall utilize suitable equipment to adequately

dewater the excavation so that it will be dry for work and pipe laying. A well point system or other ENGINEER approved dewatering method shall be utilized, if necessary, to maintain the excavation in a dry condition for preparation of the trench bottom and for pipe laying.

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

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

19 **TYPE B STABILIZATION (12" THICK):**

Description. The work specified under this section shall be in accordance with section 160 of the FDOT Standard Specifications.

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

This item shall include all new pavement construction and Pavement Reconstruction.

Payment shall be made under the corresponding Bid Item 160-4 Type B Stabilization (12" Thick), per Square Yard.

20 **OPTIONAL BASE GROUP 01 (4" THICK):**

Description. The work specified under this section shall be in accordance with section 200 of the FDOT Standard Specifications.

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

This item shall include all new pavement construction and Pavement Reconstruction.

Payment shall be made under the corresponding Bid Item 285-701 Optional Base Group 01 (4" Thick), per Square Yard.

21 **CONCRETE CLASS II, BOARDWALK ABUTMENT:**

Description. The work specified under this section shall be in accordance with sections 346, Structural Portland Cement Concrete, 400 Concrete Structures, 413 Sealing Cracks and Concrete Structure Surfaces and 415 Reinforcing for Concrete of the FDOT Standard Specifications.

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

Work shall include all items required to install the bulk head for the retaining wall as specified on the Structural Plans.

Payment shall be made under the Bid Item 400-2-25, Concrete Class II, Boardwalk Abutment on a Cubic Yard Basis.

22 **PIPE CULVERTS, INLETS and MITERED END SECTIONS:**

Description. The work specified under this section shall be in accordance with sections 400, 415, 425 and 430 of the FDOT Standard Specifications.

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

Payment shall be made under the corresponding Bid item number found in the Schedule of Contract Values 425 series per Each; and 430 series per Linear Foot.

23 **BOARDWALK & TIMBER STRUCTURES:**

Description. The work specified under this section shall be in accordance with sections 455, 470, 951, 952, 953, 954, 955 and 973 and all other referenced within the FDOT Standard Specifications.

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

Payment shall be made under the Bid Item Number 470-1A Boardwalk (Over Water) (Wooden Piling Composite Deck), and 470-1B Boardwalk (Over Land) (Wooden Piling Composite Deck) per Square Foot of deck area.

- 24 **ALUMINUM RAILING - BOARDWALK:**
Description. The work specified under this section shall be in accordance with section 965 of the FDOT Standard Specifications.

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

Payment shall be made under Bid Item No. 515-1-2 Aluminum Railing – Boardwalk, per Linear Foot.

- 25 **CONCRETE SIDEWALK/PADS, 6” THICK:**
Description. The work specified under this section shall be in accordance with section 522 of the FDOT Standard Specifications.

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

Payment shall be made under the corresponding Bid item number found in the Schedule of Contract Values, Item 522-2 Concrete Sidewalk/Pads, 6” Thick, per Square Yard.

- 26 **CONCRETE CURB, TYPE D:**
Description. The work specified under this section shall be in accordance with section 520 of the FDOT Standard Specifications.

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

Payment shall be made under the corresponding Bid item number found in the Schedule of Contract Values, Item 520-2-4 Concrete Curb Type D, per Linear Foot.

- 27 **CONCRETE FLUME:**
Description. The work specified under this section shall be in accordance with section 520 of the FDOT Standard Specifications.

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

Payment shall be made under the corresponding Bid item number found in the Schedule of Contract Values, Item 524-1-1 Concrete Flume, per Lump Sum.

- 28 **RIPRAP RUBBLE, F&I, DITCH LINING (1' THICK W/BEDDING STONE):**
The work specified shall consist of the construction of riprap, rubble to be used as drainage slope protection as depicted in the plans. Concrete block is not acceptable for use. The work effort shall be in accordance with Section 530 of the FDOT Standard Specifications. The cost of this item shall include filter fabric, bedding stone and clean sand in accordance with Section 125, 514 and Section 985 of the FDOT Standard Specifications and as detailed on Sheet 5.

The quantities to be paid under this paragraph shall include all materials, labor, and equipment needed to prosecute the work required by this specification and will be paid for at the contract unit bid price for the specific item with no additional cost to be incurred by the CITY. Price and payment will be full compensation for all work specified in this Section, including all materials, hauling, excavation, and backfill. Include the cost of dressing and shaping the existing fills (or subgrade) for placing riprap in the Contract unit price for riprap (Ditch Lining). Construction shall be per the detail included in the plan documents, and shall include cost of bedding stone and filter fabric.

Payment shall be made under Bid Item No. 530-3-4, **RIPRAP RUBBLE, F&I, DITCH LINING (1' THICK w/ BEDDING STONE)** on a per SQUARE YARD basis.

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

Payment shall be made under: Item 570-1-2 Performance Turf - Sod, per square yard.

- 30 **SIGNING, PAVEMENT MARKINGS:**
Description. The work specified under this section shall be in accordance with section 700, 706, and 711 of the FDOT Standard Specifications.

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

Payment shall be made under the corresponding Bid item number found in the Schedule of Contract Values under Bid Item 1000-4 Directional Signage per Assembly.

- 31 **POTABLE WATER SYSTEM:**
Description. The work specified under this section shall be in accordance with The Port St. Lucie Utility Systems Department 2019 Utility Standards.

The work shall include the installation of the potable water system for the project as shown on Sheets 7 and 12 through 15 of the Construction Plans. The work shall include installation of the pipe, valves, and appurtnances, backfilling of the pipe, pressure testing of the system, and bacteriological sampling of the system.

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

Payment shall be made under the corresponding Bid item number found in the Schedule of Contract Values, Items 1050 through 1080 series per Linear Foot, Tonnage, Assembly and Each.

32

HARDSCAPE:

Description. The work specified under this section shall be in accordance with the Construction plans, sheet 5 of 7. The items shall include benches and waste receptacles.

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

Payment shall be made under the corresponding Bid item numbers 1000-1 through 1000-2 found in the Schedule of Contract Values, per Each.

33

STONE BENCH:

Description. The work specified under this section shall be in accordance with the Construction plans, sheet 5. The items shall include all work associated with the construction of the Stone Benches. The stone shall be Coral Stone, Fossil Reef with the dimensions of 4” – 12” High by 4” – 16” Long

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

Payment shall be made under the corresponding Bid item numbers 1000-3 Stone Bench, per Linear Foot of Bench.

34

ARTIFICIAL TURF REPAIR:

Description. The work specified under this section shall be in accordance with the Construction plans, sheet 5. The items shall include all work associated with the repair of the existing Playground Turf, by Perfect Turf.

Method of Measurement and Basis of Payment: The quantities to be paid under this section shall include all materials, labor and equipment needed to repair the existing Playground Turf Colors product including primary and secondary backing along with the acceptable infill. All work required by this specification and will be paid for at the contract unit bid price for the specific item with no additional cost to be incurred by the CITY.

Payment shall be made under the corresponding Bid item numbers 1000-5 Artificial Turf Repair, per Square Yard.

35 **PROJECT SCHEDULE:** Within ten (10) calendar days after the execution of the Contract, or at the pre-construction meeting whichever is earlier, CONTRACTOR shall submit for approval, three copies of a schedule of work showing in detail satisfactory to the ENGINEER and the CITY, the order which CONTRACTOR proposes to carry on the work, the interdependence of activities, the date on which it will start the individual activities, including procurement of materials, plans and equipment, submission and receipt of shop drawings, duration, monetary value, resource allocation, earliest and latest starting and completion dates for each operation. The schedule shall be in the form of progress chart of suitable scale to indicate appropriately the percentage of work schedule for completion at any time. All activities are to be described so that the work is readily identifiable and the progress on each activity can be readily measured. The schedule shall be prepared in such a manner that all elements are contained on the schedule diagram i.e. Early Start, Late Start, Early Finish, Late Finish and Duration. Separate detail sheets containing this information are not acceptable. If CONTRACTOR elects to use a computer generated CPM the selected software and output format (including size, color, order, etc.) is to be approved and accepted by the ENGINEER before CPM preparation. The schedule shall be accompanied by a working plan which is a concise written description of CONTRACTOR's construction plan. This plan shall include but not be limited to the phasing, sequence, identification of work crews and summary of the work. CONTRACTOR shall resubmit revised schedule whenever requested to comply with such comments as may be required by the ENGINEER and the CITY.

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

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

The CONTRACTOR must provide letters from his subcontractors that indicate their acceptance of the proposed schedule.

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

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

TECHNICAL SPECIFICATIONS

SPECIAL CONDITIONS

1. **CITY FURNISHED ITEMS** - The CONTRACTOR shall provide a proposal for all items listed in the “Schedule of Contract Prices” based upon the material, labor, etc. necessary to complete each of the items. If the “City Furnished” items are provided, then the cost will be deducted from the unit price for the item as provided by the CONTRACTOR in the “Schedule of Contract Prices”.
2. **SURVEY CONTROL** - The bench marks for survey control for the project have been indicated in the construction plans. The location of these control points may at times be located within the construction area. It is the responsibility of the CONTRACTOR to locate, preserve, or offset these points as required to maintain proper survey control for the project for the duration of the construction efforts. Control points shall be re-established upon completion of construction at the expense of the CONTRACTOR.

Grades shown are finished grades, and B.M. Datum is North American Vertical Datum 1988 (NAVD-1988) as noted in the plans.
3. **FIELD OFFICE** – Should the CONTRACTOR provide themselves a field office for this project, the office and all associated costs shall be included in the cost of mobilization. No field office is required by the City of Port St. Lucie.
4. **CONSTRUCTION ITEMS IN THE BID FORM** - Construction items in the Bid Form may be increased, decreased or deleted at the direction of the ENGINEER and the CITY with no adjustment to unit cost
5. **EXISTING SIGNS** - Existing signs shall not be damaged during construction. If damage occurs, it shall be the CONTRACTOR’s responsibility to repair or replace the signage at no additional cost to the Contract. Existing signs that require relocation shall include installation of the existing sign panel on a new post meeting current FDOT and MUTCD standards.
6. **PROJECT SUPERVISOR** - The Project Supervisor is Zakariya Sherman Project Manager of the City of Port St. Lucie Parks & Recreation Department and may be reached at (772) 871-5083.
7. **DESIGN ENGINEER** - The “Engineer of Record” for the project is Mr. Stefan K. Matthes, P.E., of Culpepper & Terpening, Inc. and can be reached at (772) 464-3537. Professional Engineer duly licensed and registered in the State of Florida and designated by the CITY as Design Engineer
8. **ENGINEER** - The CEI “Engineers of Record”, hereinafter called “ENGINEER”, for this project is Mr. Stefan K. Matthes, P.E., of Culpepper & Terpening, Inc. and can be reached at (772) 464-3537. Professional Engineer duly licensed and registered in the State of Florida and designated by the CITY as Engineer

9. **SEQUENCE OF CONSTRUCTION:** The actual construction sequence shall be established by the CONTRACTOR and forwarded to the CITY and the ENGINEER for approval through the Project Schedule. The Schedule shall be prepared using a Critical Path Method or other approved project-schedule tool. The schedule shall be updated on a monthly basis and submitted to the Engineer with the pay request. All schedule submittals, shall have a copy of the schedule files on a Windows compatible CD attached.
10. **RETESTS AND STANDBY TIME FOR SOILS TESTING COMPANY** – The costs for all retests and standby time for the testing companies will be paid by the CONTRACTOR.
11. **GEOTECHNICAL REPORT** – The Geotechnical Report prepared for the design of this project is included in this document. The project has been designed to the best extent possible given the information in the reports. Should the CONTRACTOR find actual field conditions that do not agree with items shown in the construction plans or any report, he shall immediately bring the discrepancy to the attention of the ENGINEER. Should the CONTRACTOR intentionally ignore any such discrepancy, the CONTRACTOR shall be held liable for all costs incurred in correcting any resulting issues.
12. **EXCAVATED MATERIAL** – The CONTRACTOR shall stockpile all excess soil on-site at the direction of the ENGINEER.

END OF SECTION

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PlayGround Turf Colors™

Description: PlayGround Turf Colors™ takes playground surfacing to a new level. Designed specifically for playgrounds, PlayGround Turf™ is available in a variety of colors and includes premium safety features. Antistatic yarn is used to prevent children and adults from being shocked by playground equipment, while antimicrobial additives help kill bacteria. CoolGrass technology helps cool the surface temperature during hot summer months. Together, this results in a more sanitary, safe play surface for people of all ages to enjoy!

Applications: Community parks, school playgrounds, apartment building playgrounds and children's day care centers

Face Weight: 65 oz./sq. yard

Pile Height: 1.2"

Roll Width: 15' (180") wide rolls

Yarn Color: Available in tan, yellow, orange, red, white, navy blue, light blue and teal

Yarn Type: 9,153 denier, long polyethylene blades with a 3,960 denier, polyethylene thatch layer. PlayGround Turf Colors™ are manufactured to include antimicrobial additives and antistatic yarns.

Construction Details: Type: Tufted | Gauge: 3/8"

Primary Backing: 6 oz. double layer polybac primary backing

Secondary Backing: 24 oz. polyurethane coating

Total Weight: 95 oz.

Perforations: 3" x 4" on center

Infill Requirements: 2 lbs/sf of TCool® or other acceptable infill, based on application

Warranty: 10-year commercial | 16-year residential



PlayGround Turf Colors™

- Premium safety features include:
 - Antimicrobial Additives
 - Antistatic Yarn
 - CoolGrass Technology
- Highly durable surfacing designed specifically for playgrounds
- Available in 8 colors including our newest color: teal.



Veteran's Memorial Park
Spring Hill, Florida

ASTM testing available upon request. Specifications are subject to a variance of +/- 5% for Face Weight and +/- 0.125" for Pile Height.

Manufacturer's Ten-Year Standard Warranty

The manufacturer endeavors to use the highest quality materials and the latest manufacturing techniques in the production of Synthetic Turf. The fibers and backing used are independently warranted by their respective suppliers. The manufacturer warrants its synthetic turf products against ultraviolet degradation resulting in defects in material or workmanship, resulting in premature wear, during ordinary and normal use of the product(s) within TEN YEARS (10-Years) from the date of delivery. The rate at which the turf is covered is detailed in table 1 below.

For the purpose of this warranty, a product shall be deemed to have failed and will be covered under this warranty if there is a weight loss in excess of FIFTY PERCENT (50%) of face weight or a reduction of FIFTY PERCENT (50%) of yarn tensile strength due to ultraviolet degradation.

The term "Synthetic Turf" as used herein, shall only include work performed by the manufacturer. This warranty shall not cover any defect, failure or damage in or to the Synthetic Turf, which is:

- a) subject to abuse, misuse, negligence;
- b) installed, repaired, altered or replaced by any person other than a qualified installer;
- c) damaged, directly or indirectly, including but not limited to, on account of, accident, vandalism, machinery, spiked shoes, animals, misuse, fire, flood, chemical reactions, acts of God, static or dynamic loads exceeding the manufacturers specifications at time of installation, improper or faulty subsurface preparation, failure of the subsurface after the installation including settling of the surface, and the use of dry cleaning fluids or improper cleaning methods;
- d) exposed to light other than natural or approved light;
- e) not maintained in accordance with the appropriate Perfect Turf Maintenance Manual at the time of purchase;
- f) not the appropriate product for the intended use as set forth at the time of purchase;
- g) used in a manner other than intended, resulting in damage to the turf;
- h) present at the time of installation and not inspected properly prior to installation.

Synthetic turf is considered a consumable product; therefore, this warranty excludes wear and tear. Antimicrobial agents in select turfs are also a consumable product and excluded from this warranty. This warranty is expressly in lieu of all conditions and warranties expressed or implied in fact or by law or otherwise, including without limitation, any implied conditions or warranties as to merchantability or fitness for a particular purpose. No person or party is authorized to create any obligation or liability for Perfect Turf LLC, or the manufacturer, and only the warranty expressed herein shall apply. Purchasers are encouraged to call for information prior to taking any action that could void this warranty.

The manufacturer maintains the right to replace just the affected area of turf or a larger area of turf at its sole discretion in the case of an approved claim. The manufacturer's liability under this warranty is limited to the material value of the item to be repaired or replaced. The remedy of repair or replacement set forth herein shall be the sole remedy and the manufacturer shall have no other obligations or liability relating to any matter or thing, including without limitation, damages for personal injury or damages related to lost revenue, increased costs, downtime costs and all other indirect or consequential damages.

The manufacturer endeavors to handle all warranty claims promptly and professionally conditional on the customers' account being in good standing at time of claim. Warranty registration can be done by US Postal Mail directed to the address below or via fax transmittal to 847.276.3388 with the subject line "Warranty Registration". It is agreed that all claims by purchaser made under the foregoing warranty shall be invalid and null and void unless made in writing within the appropriate number of years from the date of manufacture and within thirty (30) days of learning of the cause giving rise to its claim.

The following table details the timetables for the costs covered under this warranty. The costs listed are a discount offered on the MSRP of the same type of turf. The manufacturer may choose to supply a different type of turf of similar weight, quality and type, if the previous type is no longer reasonably available as defined by the manufacturer. The shipping, installation and/or other miscellaneous costs are not covered under this warranty, but may be offered at the manufacturer's discretion.

Table 1: Warranty Coverage Periods	Discount from MSRP
Years 1-6	100%
Years 7-8	50%
Years 9-10	25%

Turf Renewal Clause:

If you decide to renew (purchase new turf for the same area) your turf before your warranty expires, you're entitled to a 10% discount off MSRP.

Additionally, if you decide to renew your turf after your warranty expires, you're entitled to a 5% discount off MSRP.

DATE OF COMPLETION: _____ INSTALLED BY: _____

NAME OF PURCHASER: _____

Roll #(s) Used: _____

PRODUCT NAME: _____

LOCATION/ADDRESS: _____

_____ CONTACT PHONE: _____

EMAIL ADDRESS: _____

SIGNATURE OF PURCHASER: _____ DATE: _____

SIGNATURE OF INSTALLER: _____ DATE: _____



FLORIDA OFFICE

13000 SE Flora Ave

(O)

(772) 286-5123

Hobe Sound, FL 33455

(F)

(772) 286-5139

CORPORATE HEADQUARTERS

31 TANNERY ROAD

BRANCBURG, NEW JERSEY 08876

LETTER OF TRANSMITTAL

TO: City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099

DATE: 8/14/2023 JOB NO: 4374

RE: Port District _ Park & Playground
Contract # 20220032
Submittal #36 - Playground Seatwall _ Coral Veneer

ATTN: Stefan K. Matthes, P.E.
smatthes@ct-eng.com
772-464-3537 EXT *114

- WE ARE SENDING YOU [x] Attached [] Under separate cover via email
[] Shop drawings [] Plans [] Change order [] Agreement
[] Copy of letter [] Specifications [] Sample [] Other

Table with 4 columns: COPIES, ITEM, DATE, DESCRIPTION. Row 1: 36, 8/14/23, Submittal #36 - Playground Seatwall _ Coral Veneer

THESE ARE TRANSMITTED as checked below:

- [x] For approval [] Approved as submitted [] Resubmit ___ copies for approval
[] For your use [] Approved as noted [] Submit ___ copies for distribution
[] Record Submittal [] Returned for corrections [] Return ___ corrected prints
[] For review and comment []
[] FOR BIDS DUE

REMARKS: [x] REVIEWED [] REJECTED
[] REVISED AND RESUBMIT [] FURNISH AS CORRECTED

Corrections or comments made on the shop drawings during this review do not relieve contractor from compliance with the requirements of the drawings and specifications. This check is only for review of the general conformance with the design concept of the project and general compliance with the information given in the contract documents. The contractor is responsible for: confirming and correlating all quantities and dimension; selecting fabrication processes and techniques of construction; coordinating his or her work with that of all trades and performing all work in a safe and satisfactory manner.

COPY TO: FERREIRA CONSTRUCTION COMPANY, INC.
Nate Westall

Date: August 31, 2023
By: [Signature]
CULPEPPER & TERPENING, INC.

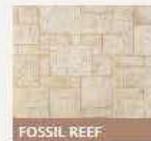
CORAL STONE

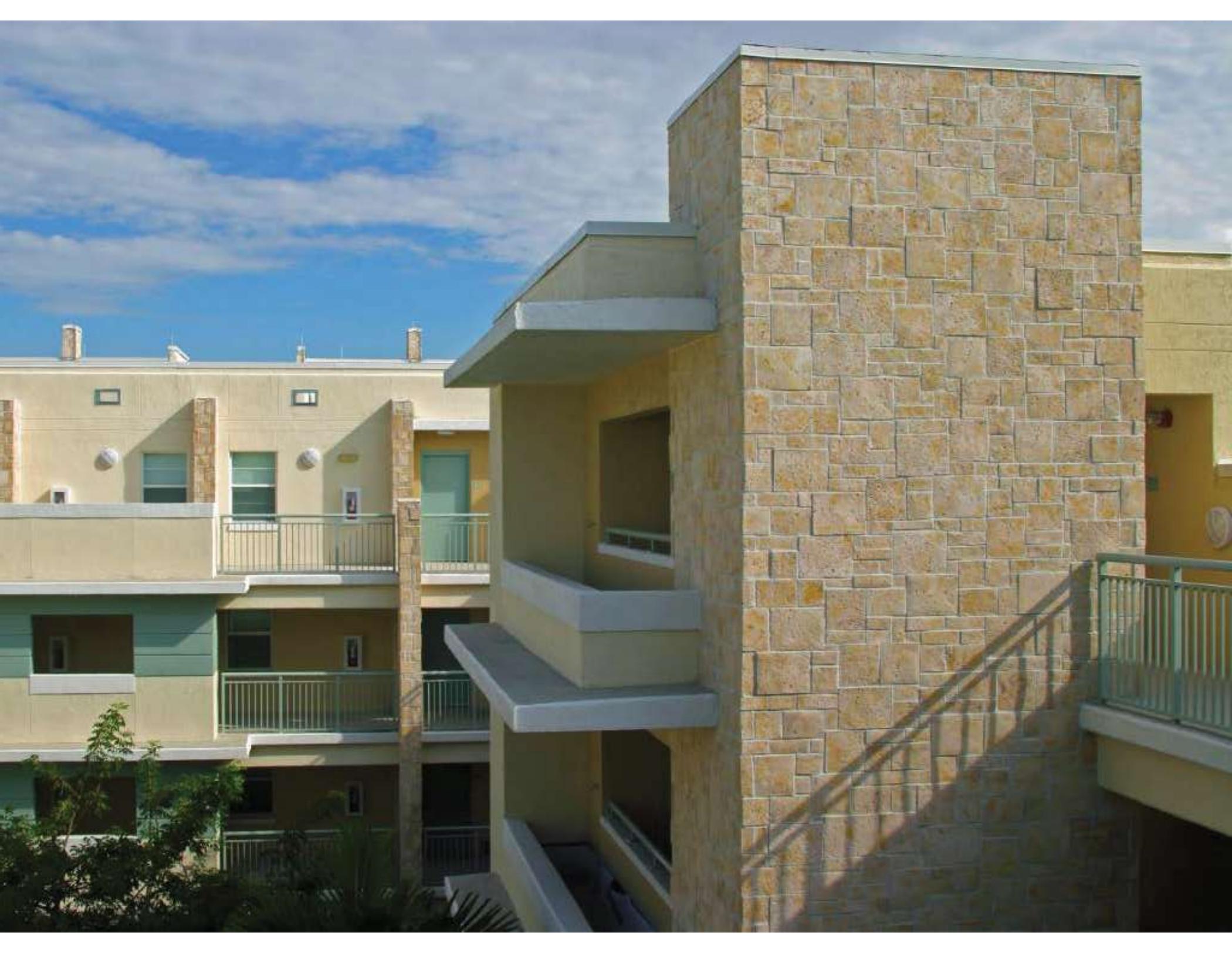


Coral Stone is designed with minimalist fossil patterns and underscores contemporary design beautifully. Works as a refreshing ashlar or repeating pattern in residential or commercial settings.

Dimensions (approx): 4" - 12" H x 4" - 16" L

FOSSIL REEF

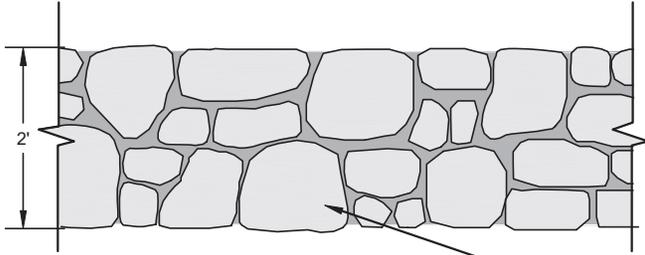




2
L-5.01

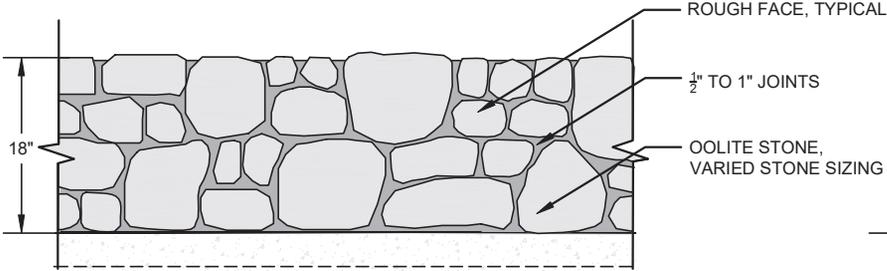
CONCRETE WALKWAY

SCALE: 1" = 1'-0"



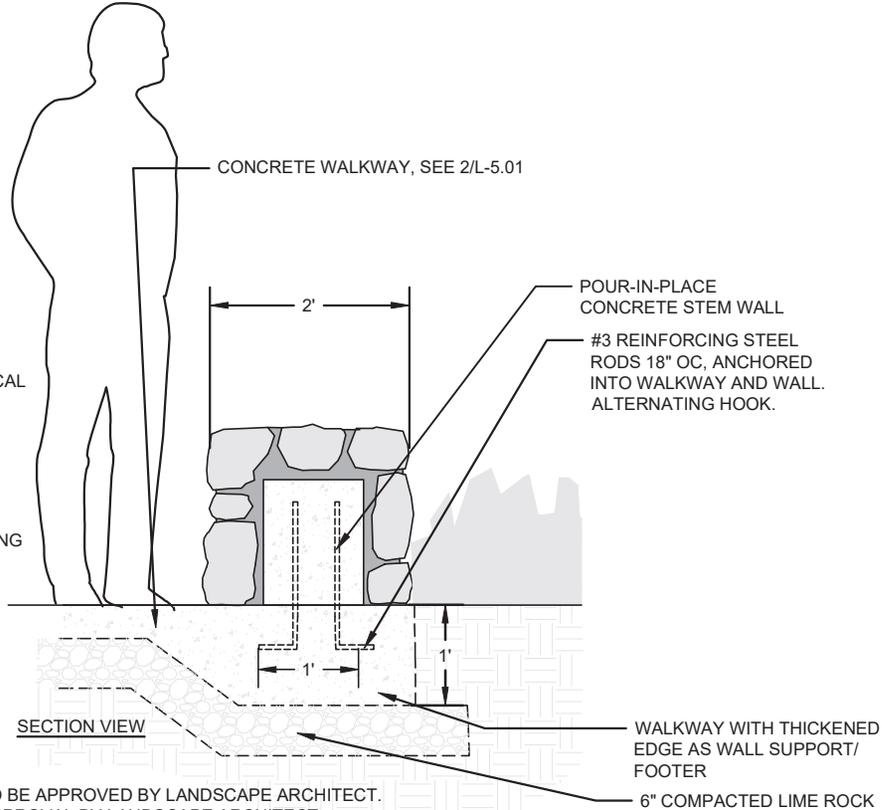
PLAN VIEW

SMOOTHER
FACE ON
TOP, TYPICAL



FRONT VIEW

ROUGH FACE, TYPICAL
1/2" TO 1" JOINTS
OOLITE STONE,
VARIED STONE SIZING



SECTION VIEW

CONCRETE WALKWAY, SEE 2/L-5.01

POUR-IN-PLACE
CONCRETE STEM WALL

#3 REINFORCING STEEL
RODS 18" OC, ANCHORED
INTO WALKWAY AND WALL.
ALTERNATING HOOK.

WALKWAY WITH THICKENED
EDGE AS WALL SUPPORT/
FOOTER

6" COMPACTED LIME ROCK

This item to be digitally signed and sealed by Douglas Thompson on date adjacent to the seal. Unsigned or printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

DOUGLAS THOMPSON, RLA
LA 6667063
LANDSCAPE DE, LLC

No.	DATE	DESCRIPTION
X	12/18/2021	100% PERMIT SET
1	03/14/2022	BID SET REVISION
2	03/22/2022	BID SET REVISION
3	08/02/2022	GRADE/WALK UP
4	08/25/2022	UPDATE
5	09/14/2022	CONSTRUCTION

SHEET ISSUE / REVISION LOG

PROJECT #: DRAWN BY: DT

DATE: 09/14/2022 SCALE:

Sheet Title:

SITE DETAILS

Sheet No:

L-5.01

4

STONE SEAT WALL, TYP.

SCALE: 1" = 1'-0"

L-5.01

NOTES:

1. STONE SAMPLE TO BE APPROVED BY LANDSCAPE ARCHITECT. LIGHT GREY MORTAR COLOR. TO BE APPROVED BY LANDSCAPE ARCHITECT.
2. CONTRACTOR TO PROVIDE MOCK-UP OF STONE PATTERN SECTION OF WALL, 6' LENGTH FOR APPROVAL BY LANDSCAPE ARCHITECT.
3. STONE EXTERIOR TO BE APPLIED WITH SK40 STONE SEALER (OR APPROVED EQUAL) ON SURFACES USING ROLLER. SUGGESTED SEALER SUPPLIER, "DRY TREAT," REP: SCOTT HIGGINBOTHAM, PHONE: 978-623-9987



City of Port St. Lucie
Procurement Management Division
121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984
(772) 871-5223

ADDENDA REPORT
IFB No. 20250099
Preserve Trail at the Port

RESPONSE DEADLINE: June 9, 2025 at 3:00 pm

Wednesday, June 25, 2025

Addenda Issued:

Addendum #1

May 15, 2025 3:46 PM

Please use the [See What Changed](#) link to view all the changes made by this addendum. **Please see Cost Worksheet for additional items added.**

Addendum #2

May 28, 2025 4:37 PM

Please use the [See What Changed](#) link to view all the changes made by this addendum. **Please see changes/revisions/additions below:**

- Bid Plan Cover Sheet (attached)
- Bid Plan Sheet 6 (attached)
- Bid Plan Sheet 7 (attached)
- Pile Embedment Depths (attached)
- Item #6 on the Cost Worksheet (Section 7)

Attachments:

- [16-031.011 Preserve Trail at the Port Cover Sheet Revised, 05.23.2025](#)
- [16-031.011 Preserve Trail at the Port Sheet 6 Erosion Control Plan Revised 05.23.2025](#)
- [16-031.011 Preserve Trail at the Port, Sheet 7 PDG Details Revised 05.23.2025](#)
- [Pile Embedment Depths Landside](#)

Addenda Acknowledgements:

Addendum #1

Proposal	Confirmed	Confirmed At	Confirmed By
XGD Systems, LLC dba Eco Blue Systems	X	May 29, 2025 10:16 AM	Michael Kalman
Ferreira Construction Company, Inc.	X	Jun 6, 2025 4:28 PM	Job Ireland

ADDENDA REPORT
IFB No. 20250099
Preserve Trail at the Port

So Cal Shaker Plates And Construction Site Services LLC	X	Jun 9, 2025 9:45 AM	Nikki Smith
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Addendum #2

Proposal	Confirmed	Confirmed At	Confirmed By
XGD Systems, LLC dba Eco Blue Systems	X	May 29, 2025 10:16 AM	Michael Kalman
Ferreira Construction Company, Inc.	X	Jun 6, 2025 4:28 PM	Job Ireland
So Cal Shaker Plates And Construction Site Services LLC	X	Jun 9, 2025 9:45 AM	Nikki Smith



City of Port St. Lucie
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QUESTION & ANSWER REPORT
IFB No. 20250099
Preserve Trail at the Port

RESPONSE DEADLINE: June 9, 2025 at 3:00 pm

Wednesday, June 25, 2025

Approved, Unanswered Questions

Approved, Answers Provided

1. timing of work / schedule

May 5, 2025 7:12 AM

Question: Is there flexibility on starting this work, ie, could we start this work late in 2025 or early 2026 to meet our current work schedule?

May 5, 2025 7:12 AM

Answered by Michelle Fentress: The City has determined that there is no flexibility on the start date. This project will need to begin right after a contract has been fully executed.

May 7, 2025 3:15 PM

2. Clarification

May 8, 2025 1:52 PM

Question: What is the minimum clearance for the water service line?

May 8, 2025 1:52 PM

Answered by Michelle Fentress: The minimum clearance is 18" from conflicting underground facilities.

May 9, 2025 12:14 PM

3. Clarification

May 8, 2025 1:52 PM

QUESTION & ANSWER REPORT

IFB No. 20250099

Preserve Trail at the Port

Question: The staking of the field adjusted portions of the path: Will staking the centerline of the proposed path be sufficient for the field adjustment, without additional staking, and, subsequently, the as-builts being done on the final location of the path?

May 8, 2025 1:52 PM

Answered by Michelle Fentress: Yes, centerline staking would be acceptable. Final as-built location of the pathway will also be required.

May 9, 2025 3:00 PM

4. Clarification

May 8, 2025 1:52 PM

Question: Will each segment of the boardwalks need to be staked and graded as per the provided bid documents?

May 8, 2025 1:52 PM

Answered by Michelle Fentress: Staking and grading will be at the discretion of the contractor, however, the final boardwalk must meet the design criteria.

May 9, 2025 3:00 PM

5. Clarification

May 8, 2025 1:51 PM

Question: Are the boardwalks prefabricated?

May 8, 2025 1:51 PM

Answered by Michelle Fentress: No, the boardwalks are not prefabricated. They are typically constructed in place. However, the City would entertain a prefabricated structure to cross the wetlands. The prefabricated structure would need to meet all design criteria.

May 9, 2025 3:00 PM

6. Clarification

May 8, 2025 1:51 PM

Question: Are the wetlands to be protected and no traversal through them allowed?

May 8, 2025 1:51 PM

Answered by Michelle Fentress: Yes, the wetlands are to be protected and no traversal through them will be allowed. Any impact will need to be mitigated by the Contractor.

May 9, 2025 3:00 PM

7. Clarification

May 8, 2025 1:51 PM

Question: Will the erosion control be required to be staked in its entirety, and potentially installed, before any other work can commence?

May 8, 2025 1:51 PM

Answered by Michelle Fentress: Erosion control is typically required to be placed before the City, or SFWMD will schedule the pre-con meeting.

May 9, 2025 3:00 PM

8. Environmental Permits

May 8, 2025 9:49 AM

Question: Has the City already obtained the Environmental Resource Permits for this work or is the contractor responsible for permitting?

May 8, 2025 9:49 AM

Answered by Michelle Fentress: Yes, the City has already obtained the Environmental Resource Permits for this work.

May 9, 2025 3:00 PM

9. Cost Estimate

May 12, 2025 10:53 AM

Question: Is there a construction cost estimate or budget associated with this project?

May 12, 2025 10:53 AM

Answered by Michelle Fentress: The estimated construction cost for this project is \$700,000.

May 12, 2025 11:03 AM

10. No subject

May 12, 2025 11:10 AM

Question: What are the specs on the Crushed Coquina? Can you please specify gradations usable?

May 12, 2025 11:10 AM

Answered by Michelle Fentress: Please reference the Standard Per FDOT Specifications Section 204 Graded Aggregate Base.

QUESTION & ANSWER REPORT

IFB No. 20250099

Preserve Trail at the Port

May 15, 2025 4:11 PM

11. No subject

May 19, 2025 9:48 AM

Question: Page 8 of the plan set, under "Typical Section Through Boardwalk" calls out an embed. depth of 41'. Please confirm if 41' is a min/max requirement or if there is tolerance in the embed depth.

May 19, 2025 9:48 AM

Answered by Michelle Fentress: The anticipated embedment depth for the wetland areas is 30' with 5' ground to walk and 5' buffer. 41' should be the maximum. The pile embedment depth data from the recently constructed northern section of the project within wetlands and uplands is provided in Addendum #2.

May 28, 2025 4:37 PM

12. No subject

May 19, 2025 2:43 PM

Question: Can final as-builts be completed by our own staff or are they required to be done by a professional land surveyor?

May 19, 2025 2:43 PM

Answered by Michelle Fentress: Final as-builts must be prepared by a registered professional land surveyor.

May 28, 2025 4:37 PM

13. No subject

May 19, 2025 4:28 PM

Question: How will the site be accessed with the necessary equipment and materials to do the on site work? In order to bid this work we request that the design and spec of a temporary construction bridge from the north existing parking lot be included as a separate bid line item to facilitate the moving of necessary equipment and materials into the site.

May 19, 2025 4:28 PM

Answered by Michelle Fentress: The intent is to minimize disturbance of the natural area within the conservation tract. Method and means of achieving this is up to the contractor. Any additional costs associated with the construction of the project shall be included in the line items provided. The City has provided additional details that show the anticipated limits of disturbance for the project. Sheet 6 & 7 of the Bid Plans have been revised and are provided in Addendum #2.

May 28, 2025 4:37 PM

14. No subject

May 19, 2025 4:34 PM

Question: How will the necessary removal of mangroves be handled for temporary access to site and new boardwalk work?

May 19, 2025 4:34 PM

Answered by Michelle Fentress: The boardwalk will be sited during construction to avoid as many mangroves as possible. The only mangroves on the site are at the river's edge and they are sparse, so they should be able to be avoided. Within the wetland, the boardwalk will also be sited to go around as many trees as possible and only disturb the shrub and groundcover layer with temporary impacts. A limits of Disturbance line has been added to Sheet 6 of the Bid Plans.

May 28, 2025 4:37 PM