



**City of Port St. Lucie**  
**Electronic Bid (“E-Bid”)**  
**Event Name: Replacement of Existing Sewer Force Main on Mariposa Avenue**  
**E-Bid (Event) Number: 20240035**

## 1. Introduction

### 1.1. Purpose of Procurement

Pursuant to the [City of Port St. Lucie Code of Ordinances, Sec. 35.05](#), this electronic (“E-Bid”) is being issued to establish a Contract with one qualified Contractor who will provide construction services for the **Replacement of Existing Sewer Force Main on Mariposa Avenue** for the City of Port St. Lucie (hereinafter, “City”) as further described in this E-Bid. The City will conduct an E-Bid in accordance with the City’s procurement process, as well as federal procurement regulations under 2 CFR §§200.318 through 200.237, including Appendix II to 2 CFR Part 200.

A descriptive overview of the City of Port St. Lucie 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. Restrictions on Communicating with Staff

From the issue date of this E-Bid until a City generated Purchase Order is submitted to the contracted Contractor (or the E-Bid is officially cancelled), Contractors are not allowed to communicate for any reason with any City staff or elected officials except through the Issuing Officer named herein, or during the Bidders’/Offerors’ conference (if any), or as defined in this E-Bid 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 of this topic can be found on the Cone of Silence and E-Bid Communication Document.

### 1.3. E-Bid Scope of Requested Commodities

The intent of the City is to procure the services of one (1) qualified Contractor related to construction services for the replacement of the existing sewer force main on Mariposa Avenue. All work shall be in accordance with the project plans prepared by CivilSurv Design Group, Inc.

The project entails the installation of approximately 5,110 LF of 6-inch HDPE and 340 LF of 6-inch PVC Force Main along Mariposa Avenue starting at SE Lennard Road and ending west of SE Calais Street.

The project will be constructed by horizontal directional drill except for the required connections at the ends of the project and connections of drill lengths, which will be installed by open cut. The eastern leg of the force main connects the 6-inch force main located at the Lift Station SP-50. To the western leg of the force

main will connect to an active 16-inch force main of the intersection of Lennard Road and Mariposa Avenue. The project is to include all fittings, valves, appurtenances, and pipe associated with the installation of the horizontal directional drill in addition to all fittings, valves, appurtenances, and pipe associated with the open installation of the C-900 PVC force main, connections to the existing force mains, grouting and abandoning in place existing force mains and obtaining of any required permits. All work shall be in accordance with the Technical Specifications and Constructions Plans prepared by CivilSurv Design Group, Inc. consisting of the pages (1-79)...(Attachment A & B)

The Work consists of furnishing all labor, equipment, and materials for the construction of the facilities consisting of, but not limited to the following:

- Horizontal Directional Drills (HDD) as defined in the plans.
- Open cut installation and repairs to pavement and concrete as defined in the plans.
- Wet taps as defined in the plans.
- Grout filling and abandoning existing piping identified in the plans.
- Maintenance of Traffic and Maintenance of Drainage, provided by Contractor.

The Contractor shall provide all materials, supplies, labor and equipment necessary for a complete project based on all specifications and any contract amendments that may be deemed necessary. The construction contract period is one hundred eighty (180) calendar days with no option to renewal.

The Contractor must have all the required licenses and certifications necessary to perform this work. The approved licenses for this project include a Underground Contractor License, and/or a State of Florida General Contractor License. It is the Contractor's responsibility to verify with the City's Building Department that they possess the proper licenses and certifications to perform the work prior to submitting a bid.

#### **1.4. Overview of the E-Bid Process**

The objective of the E-Bid is to select one or more qualified Contractors (as defined by Section 1.1 – "Purpose of the Procurement") to provide the goods and/or services to the City as outlined in this E-Bid. This E-Bid process will be conducted to gather and evaluate responses from Contractor 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 E-Bid and resolution of any Contract exceptions, the preliminary results of the E-Bid process will be publicly announced, by the City Clerk's office, 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 1.1 – "Purpose of the Procurement" and Section 6.4 – "Selection and Award," for information concerning the number of contract awards expected.

#### **1.5. 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 E-Bid will be publicly posted prior to the closing date of this E-Bid. After the close of the E-Bid, the City reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, award, and the Contract term on an as-needed basis, with or without notice.

Description	Date	Time
Release of E-Bid	As Published on DemandStar	N/A
Bidders'/Offerors' Conference Location: City Hall Complex Building A – Room 390 (3 <sup>rd</sup> Floor) 121 SW Port St. Lucie Blvd. Port St. Lucie, Florida 34984 Attendance is: Not Mandatory but highly encouraged.	Thursday, March 28, 2024	10:00 a.m. ET
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.5.	Tuesday, April 2, 2024	5:00 p.m. ET
Responses to Written Questions	Thursday, April 4, 2024	5:00 p.m. ET
<b>Bids Due/Close Date and Time</b>	<b>Wednesday, April 17, 2024</b>	<b>3:00 p.m. ET</b>

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.

\*In the event the estimated value of the Contract is less than \$75,000, the City reserves the right to proceed directly to Contract award without posting a Notice of Intent to Award.

#### 1.6. Official Issuing Officer (Procuring Agent)

**Name:** Michelle Fentress, Procurement Contracting Officer II

**Email:** [mfentress@cityofpsl.com](mailto:mfentress@cityofpsl.com)

#### 1.7. 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 Section 1.1 – “Purpose of Procurement,” of this E-Bid.

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 buying, purchasing, renting, leasing or otherwise obtaining any supplies, services, professional services, construction, or any other item(s).

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- [DemandStar](#)

Any special terms or words which are not identified in this E-Bid Document may be identified separately in one or more attachments to the E-Bid. Please download, save, and carefully review all documents in accordance with the instructions provided in Section 2 – “Instructions to Contractors,” of this E-Bid.

## **1.8. Contract Term**

The initial term of the Contract(s) is for one hundred eighty (180) calendar days from the issuance of a Purchase Order. In the event that the Contract(s), if any, resulting from the award of this E-Bid 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 E-Bid states otherwise, the resulting award of the Contract(s) does not guarantee volume or a commitment of funds.

### **1.8.1 Hours of Service**

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

### **2.1. General Information and Instructions**

#### **2.1.1. Familiarity with Laws and Regulations**

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

#### **2.1.2. Submitting Questions**

All questions concerning this E-Bid must be submitted in writing via email to the Issuing Officer identified in Section 1.5 – “Issuing Officer,” of this E-Bid. 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. All questions about this E-Bid must be submitted in the following format:

Company Name

Question #1 Question, *Citation of relevant section of the E-Bid*

**2.1.3. 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 offices referred to in Section 1.4 – “Schedule of Events,” of this E-Bid. 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.

**2.1.4. 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 so notified and will be permitted approximately seven (7) business days to submit the information requested.

**2.1.5. 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 E-Bid will not be considered. The Contractor's response must be complete in all respects, as required in each section of this E-Bid.

**2.1.6. 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 E-Bid**. 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 E-Bid requirements, which determination will be made by the City 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 or 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.**

**2.1.7. The City's Right to Amend and/or Cancel the E-Bid**

The City reserves the right to amend this E-Bid. All revisions must be made in writing prior to the E-Bid closing date and time. If a responding entity discovers any ambiguity, conflict, discrepancy, omission, or other error in the E-Bid, it shall immediately notify the City of such error in writing and

request modification or clarification of the document. Any modification made to this E-Bid will be issued as an addendum. Written notice will be posted to DemandStar without divulging the source of the request. 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 E-Bid 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 E-Bid (including any revisions/additions made in writing prior to the close of the E-Bid 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 E-Bid AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE CONTRACTOR'S RESPONSE PRIOR TO THE CLOSE OF THE E-Bid. All Notice(s) of Intent to Award (NOIAs) will be posted as referenced in Section 6.8 – "Public Award Announcement," of this document. **Contractors are encouraged to frequently check the solicitation documentations and embedded URLs for additional information. Finally, the City reserves the right to amend or cancel this E-Bid at any time.**

#### **2.1.8. 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 Contract or any portion thereof, or of the work provided for therein, or of his right, title, or interest therein, to any person, firm, or corporation without the written consent of the City.

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

If apparent successful Bidder(s) declines to make any such substitution, the City may award the Contract to the next acceptable Bidder(s) that proposes to use acceptable subcontractors, suppliers, and other persons and organizations. Declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder(s). any subcontractor, supplier, other person, or organization listed and to whom the City does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to the 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 the Contract with or without cause.

#### **2.1.9. Proposal of Addition Services**

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

#### **2.1.10. Protest Process**

Proposers should familiarize themselves with the procedures set forth in [City Ordinance 20-15 Sec. 35.14](#). By submitting a response to this E-Bid, the Contractor certifies that he is on notice of section 35.14, understands the procedures set forth therein, and acknowledges he is bound by the protest process therein.

#### **2.1.11. 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.

#### **2.1.12. 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 E-Bid, 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.

## **2.2. Submittal Instructions**

### **Submittal Instructions to DemandStar**

Listed below are key action items related to this E-Bid. The Schedule of Events in Section 1.4 identifies the dates and time for these key action items. This portion of the E-Bid provides high-level instructions regarding the process for reviewing the E-Bid, preparing a response to the E-Bid, and submitting a response to the E-Bid.

#### **2.2.1. E-Bid Released**

The release of the E-Bid is only communicated through the posting of this E-Bid as an event in [DemandStar](#). This E-Bid is being conducted through DemandStar, an online, electronic tool, which allows a Contractor to register, logon, select answers, type text in response to questions, and upload any necessary documents. Each Contractor interested in competing to win a Contract award must complete and submit a response to this E-Bid using [DemandStar](#). Therefore, each Contractor MUST carefully review the submittal instructions on DemandStar's website and following the submittal guidance that is provided in Section 2.2 – "Submittal Instructions," of this E-Bid document.

#### **2.2.2. E-Bid Review**

The E-Bid (or "Sourcing Event") consists of the following: this document, entitled "City's E-Bid Document," and any and all information included in the Sourcing Event, as posted to DemandStar,

including any and all documents provided by the City as attachments to the Sourcing Event or links contained within the Sourcing Event or its attached documents.

Please carefully review all information contained in the Sourcing Event, including all documents available as attachments or available through links. Any difficulty accessing the Sourcing Event or opening provided links or documents should be reported immediately to the Issuing Officer (See Section 1.5). Attached documents may be found as follows:

### 2.2.3. Preparing a Response

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

1. Use the provided worksheets to prepare your response. Enter your responses directly into the worksheet. 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 E-Bid 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 2007 and portable document format file (PDF). Unless the E-Bid specifically requests the use of another type of software or file format than those listed above, please contact the Issuing Officer 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.

### 2.2.4. Submitting, 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 DemandStar. Please take note of the following:

1. BID SUBMISSION. All bids shall be submitted by completing and returning all required documents. All submittals are required to be electronic and be contained in **two (2) files TOTAL.** No hard copies will be accepted.
  - **File #1** - Upload Attachment C – Cost Worksheet - Schedule A in **Excel Format only.**
  - **File #2** - Upload all other **mandatory documents in the following order:**
    - Copy of 5% Bid Bond (the original must be turned in within 10 days after the opening or the bid may be considered non-responsive).
    - Underground Contractor License, and/or a State of Florida General Contractor License.
    - Proposed Project Schedule.
    - Contractor's General Information Worksheet.
    - Cone of Silence acknowledgement.
    - Contractor's Code of Ethics.
    - E-Verify Form.
    - Non-Collusion form.
    - Drug Free Workplace form.
    - Trench Safety form.



- W-9 form.
  - Current Certificate of Insurance.
  - Vendor Certification Regarding Scrutinized Companies' Lists.
2. **REVIEW AND REVISE.** In the event the Contractor desires to revise a previously submitted response, the Contractor may revise the response. If the revisions cannot be completed in a single work session, the Contractor should save its progress. Once revisions are complete, the Contractor **must resubmit** its corrected response. Please permit adequate time to revise and then resubmit the response. Please note submission is not instantaneous and may be affected by several events, such as the Contractor temporarily losing a connection to the Internet.
3. **WITHDRAW.** A Contractor may withdraw the proposal by removing all documents from DemandStar prior to the deadline. 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.

### 3. General Insurance, Bonding, and Permit Requirements

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.

#### 3.1. 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 risen 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 judgments which may issue from any lawsuit 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.

#### 3.2. Standard Insurance Requirements

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 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 sovereign immunity pursuant to section 768.28, Florida Statutes, under its self-insured program, 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.

1. Workers' Compensation Insurance & Employer's Liability: The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with section 440, Florida Statutes, and as may be amended from time to time. Employers' Liability and 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.
2. Commercial General Liability Insurance: The Contractor shall agree to 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

3. Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for on-going and Completed Operations (should be CG2037 & CG2010) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by the City or completion of contract. Coverage is to be written on an occurrence form basis. Coverage shall apply as primary and non-contributory basis. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. No exclusion for mold, silica or respirable dust or bodily injury/property damage arising out of heat, smoke, fumes, or hostile fire shall apply. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests' provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability, 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 policy, Business Auto policy, and Pollution Insurance. 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 shall include Contract #20240035 Replacement of Existing Sewer Force Main on Mariposa Avenue."** 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 the 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 endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance.

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

5. 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.
6. Waiver of Subrogation: The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss contract to waive subrogation without an endorsement, then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.
7. Deductibles: All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract. Where an SIR or deductible exceeds \$5,000, the City of Port St. Lucie reserves the right, but is not obligated, to review and request a copy of the Contractor's most recent annual report or audited financial statement.

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 will 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 Contract, independent contractor or subcontractor maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by contract/independent contractor/subcontractor.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, Pollution Insurance, 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 Contractor to execute the Contract and/or punctually deliver the required insurance, and other documentation may be cause for annulment of the Contract.

**Contractor must review the City's Standard Contract for further details and coverage requirements.**

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. 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 are provided.

### 3.3. Bonds and/or Letter of Credit

#### 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 the total bid amount made payable to the City of Port St. Lucie. As a **Mandatory Requirement**, the Bid Bond or Bid Deposit must be scanned and uploaded into [DemandStar](#) 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 E-Bid Due Date as reflected above in Section 1.5. The responding Contractor's bid may 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, Procurement Contracting Officer II  
Attn: Procurement Management Department  
City of Port St. Lucie  
121 S.W. Port St. Lucie Blvd.  
Port St. Lucie, FL 34984

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.

#### 3.3.1 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 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 of time 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, state, and federal laws and can result in fines, prison sentences, and civil damage awards.

- 3.4 Payment and Performance bonds must remain in full force and effect for a minimum of one (1) year after the work has been completed and final acceptance of the work is issued by the City.

#### Payment Bond

The awarded Contractor(s) shall be required to furnish a recorded bond to secure payment of all claims for materials furnished and/or labor performed. The payment bond shall be in amount equal to the Contract price.

### **Performance Bond/Letter of Credit**

The awarded Contractor(s) shall be required to furnish a recorded performance bond or an irrevocable letter of credit to the City for the faithful performance on the Contract in an amount equal to 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, but in any event, prior to the beginning of any Contract performance by the awarded Contractor.

### **3.5. 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. Certain aspects of construction may not be allowed to occur until after these permits have been obtained. All building permits, licenses, and certificates of inspection issued in connection with the work shall be delivered to the Engineer and the City with successful Contractor(s) application for final payment. 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).

## **4. E-Bid 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 a particular solution a Contractor may have available; rather, the contractors shall propose to meet the City's needs as defined in this E-Bid. All claims shall be subject to demonstration. Contractors are cautioned that conditional responses/bids, based upon assumptions, may be deemed non-responsive.

Unless requested otherwise, all responses must be provided within the provided forms/Excel worksheets included with this Sourcing Event. 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.

### **4.1. Introduction**

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

### **4.2. Contractor's General Information**

Each Contractor must complete all the requested information in the electronic purchasing system entitled **Contractor's General Information Worksheet** for inclusion with their bid response.

### **4.3. Mandatory Requirements**

As noted in the preceding section, this E-Bid 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 for the Contractor 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 E-Bid document.
2. Requirements contained in any attachment to the Sourcing Event, such as a Mandatory Requirements Worksheet and the cost worksheet.

3. Must submit a current Certificate of Insurance.
4. Must submit a Proposed Project Schedule.

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 requirement (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 6 – “Evaluation and Award,” of this E-Bid. Please note some requirements may require the Contractor to provide product sheets or other technical materials.

It is strongly encouraged that all Contractor’s review all documents that are electronically attached to this E-Bid. Reviewing the documentation ensures that Contractors understand the full scope of the City’s request.

## **5. Cost/Pricing**

Each Contractor is required to submit pricing as part of its response.

### **5.1. 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 E-Bid, 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;
6. In the event there is a discrepancy between (1) the Contractor’s pricing as quoted on an uploaded, detailed cost sheet such as an Excel Worksheet (if any) 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 E-Bid or Contract; and
8. Unless otherwise specified in any terms and conditions attached to the E-Bid, all product deliveries will be F.O.B. destination and all shipping charges must be included in the quoted cost; and
9. Unless expressly permitted by the E-Bid, 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 E-Bid; and
11. Unless permitted by the E-Bid, responses requiring payment from the City in less than thirty (30) days will be considered non-responsive.

### **5.2 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 E-Bid. Additional alternative cost structures will not be considered. Each

Contractor is hereby advised that failure to comply with the E-Bid instructions, 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 sheet(s). 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."

Download the cost worksheet (if any), complete the worksheet, and then upload the worksheet by following the instructions in DemandStar.

### **5.3 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 account for consideration of the best value to the City. If no percentage is provided in the cost proposal, the City shall assume zero (0) percent discount applies.

## **6. 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 E-Bid as described further in Section 6.8 – "Public Award Announcement."

### **6.1. Administrative/Preliminary Review**

First, the responses will be reviewed by the Issuing Officer to determine compliance with the following requirements:

1. Response was submitted by deadline in accordance with Section 2 – "Instructions to Contractors."
2. Response is complete and contains all required documents.

### **6.2. Best Value Analysis:**

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

- Has sufficient financial resources to complete the order.
- Can meet quoted delivery considering all other business commitments. Has a satisfactory record of performance.
- Has adequate staffing to fulfill requirements.
- Has the necessary production, technical equipment, and facilities (or ability to readily obtain them).
- Has necessary organization experience, operational controls, and technical skills (or ability to readily obtain them).
- Is a manufacturer, supplier, authorized distributor, or vendor for the requirement.
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.
- Has bid within a competitive price range in relation to the needed goods, services, or construction.
- The skill and experience demonstrated by the bidder in performing contracts of a similar nature.
- The bidder's past performance.
- Has met all requirements of the solicitation (delivery, quality, and price).
- Has met bounds of commonality. Absolute conformity is not required, just substantial or material compliance.
- Has met bid security requirements. Lack of security, where required, is a material nonconformity.
- City Ordinance Section 35.12, Local Preference in Purchasing or Contracting.

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.

### **6.3. Evaluating Bid Factors (Section 4)**

If the Contractor's response passes the Administrative/Preliminary Review, the Contractor's responses to Section 4 – "E-Bid 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.

### **6.4. 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. Submitted pricing may be evaluated/scored on an overall basis or at the category/subcategory/line level (as applicable) relative to other responses/bids.

### **6.5. Selection and Award**

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 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 primary intent of this E-Bid is to identify a single source (Responsive and Responsible Contractor with the best value as evaluated in Section 6.3 – "Evaluating Bid Factors") to provide all of the needed goods and/or services; however, the City reserves the right to make split awards.

### **6.6. 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 the Contractor's name, bid number, and item number. Failure of the 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 Department.

### **6.7. Public Award Announcement**

The preliminary results of the evaluation will be announced through the public posting of a Notice of Intent to Award ("NOIA") by the City Clerk's Office, pending final approval by the City Council at a publicly noticed meeting. 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 35.14. The NOIA (if any) will identify the apparent successful Contractor(s), unsuccessful Contractor(s), and the reasons why any unsuccessful Contractors were not selected for Contract award. NO CONTRACTOR SHOULD ASSUME PERSONAL NOTICE OF THE NOIA WILL BE PROVIDED BY THE CITY. INSTEAD, ALL CONTRACTORS SHOULD FREQUENTLY CHECK [THE CITY CLERK'S WEBSITE](#) FOR NOTICE OF THE NOIA DURING A CITY COUNCIL MEETING.

## 7. Contract Terms and Conditions

The Contract that the City expects to award as a result of this E-Bid will be based upon the E-Bid, the successful Contractor's final response as accepted by the City, and the Contract terms and conditions, which can be downloaded from [DemandStar and found in Attachment B – Sample Contract, to this E-Bid](#). 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 E-Bid 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](#) and attached Sample Contract prior to submitting a response to this E-Bid. Contractors should plan on the Contract terms and conditions contained in this E-Bid being included in any award as a result of this E-Bid. 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 E-Bid and the potential resulting Contract.

### Exception to Contract

By submitting a response, each Contractor acknowledges its acceptance of the E-Bid 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 E-Bid.

In the event the Contractor is selected for potential award, the Contractor will be required to enter into 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 of time 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 E-Bid 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 E-Bid and the proposal response documents submitted shall be incorporated into the final Contract by reference. Therefore, all requirements in the E-Bid 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 E-Bid; the E-Bid shall be the ruling document over the Proposal response for all requirements in the E-Bid not specifically addressed in an exception statement in the proposal. Statement and requirements in the E-Bid 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 E-Bid (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 E-Bid.
- (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.

## 8. 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 E-Bid 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 make payments only on authorized transactions.
10. All invoices must be sent to: The Project Manager

## 9. List of E-Bid Attachments

The following documents make up this E-Bid. Please see Section 2.2.2 – "E-Bid Review," for instructions about how to access the following documents. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer.

- ❖ PSL E-Bid (this document)

### **Attachments:**

- A. Construction Plans
- B. Technical Specifications
- C. Cost Worksheet - Schedule A (Mandatory Document)
- D. Sample Contract (Attached)
- E. Other Mandatory Documents:-
  - Contractor's General Information Worksheet / Questionnaire (Mandatory Document)
  - Cone of Silence and Communication Document from Section 2.1.2 of this E-Bid (Mandatory Document)
  - Contractor's Code of Ethics (Mandatory Document)
  - Trench Safety Act (Mandatory Document)
  - E-Verify Form (Mandatory Document)
  - Non-Collusion Affidavit (Mandatory Document)
  - Drug Free Workplace Form (Mandatory Document)

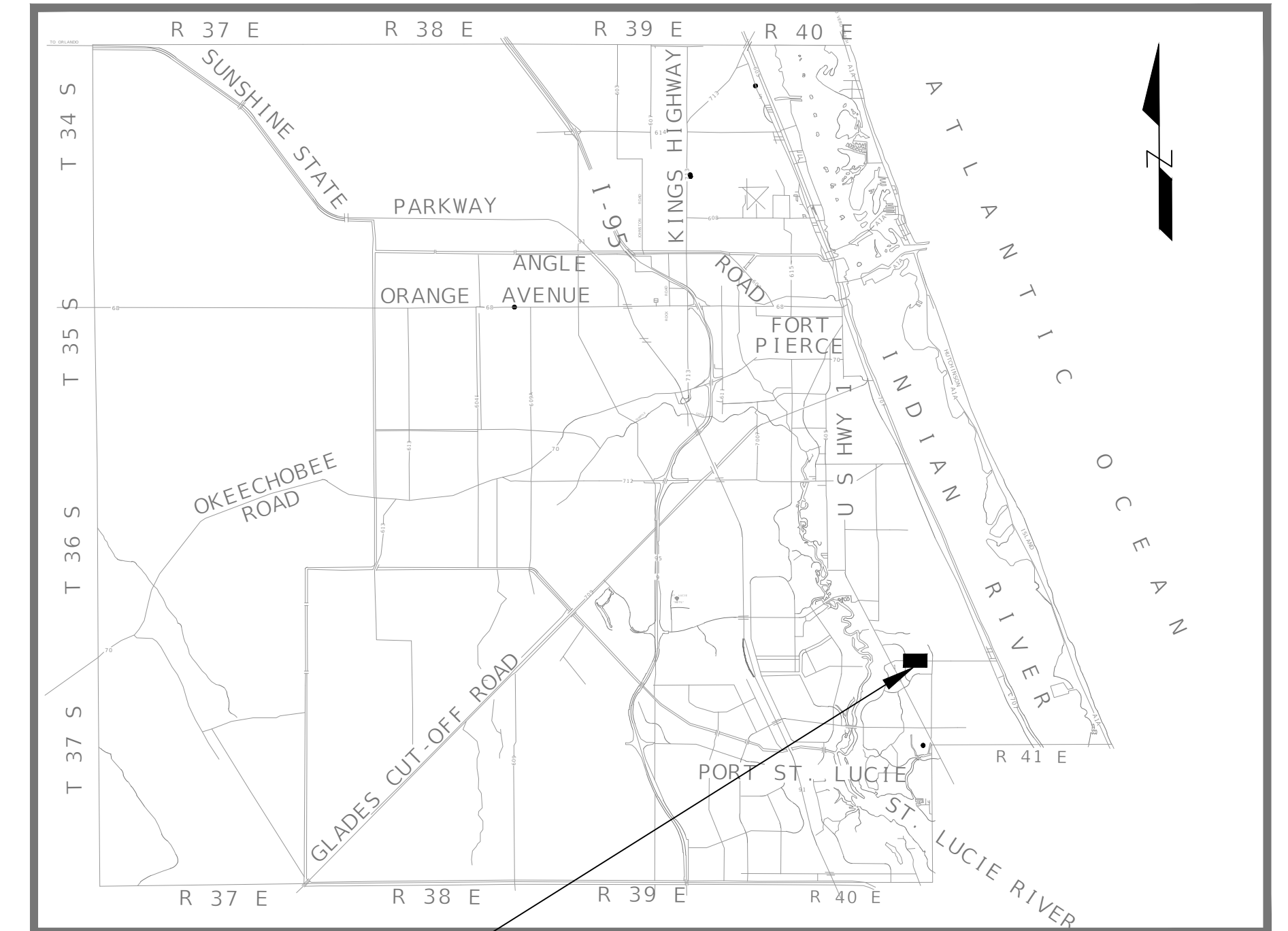
- Vendor Certification Regarding Scrutinized Companies' List

\*\*Any documents indicated in Section 4.3 – “Mandatory Requirements,” of this E-Bid must be returned in the system as a part of the response by the Contractor. Failure to supply the completed document(s) will deem the Contractor as non-responsive.

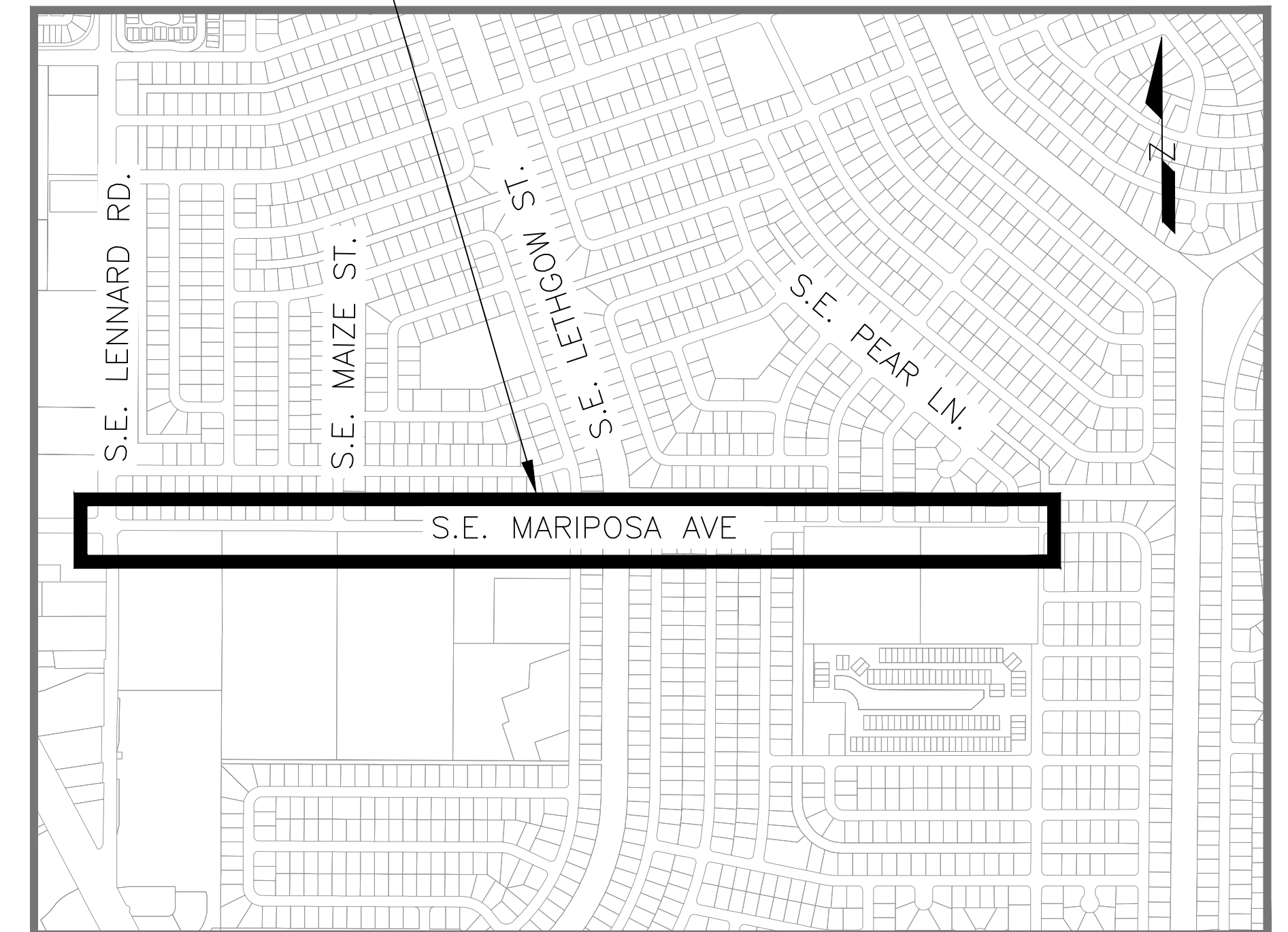
# CITY OF PORT ST. LUCIE

25-0044

## MARIPOSA 6" FORCE MAIN PROJECT



PROJECT LOCATION  
N.T.S.



INDEX OF PLANS	
SHEET No.	SHEET DESCRIPTION
1	COVER SHEET
2	SUMMARY OF PAY ITEMS
3	GENERAL NOTES
4	KEY SHEET
5-13	PROPOSED PLAN AND PROFILE
14	CROSS SECTIONS
15-16	DETAILS

### CITY COUNCIL MEMBERS

SHANNON M. MARTIN, MAYOR	
STEPHANIE MORGAN	DISTRICT 1
DAVID PICKETT	DISTRICT 2
ANTHONY BONNA	DISTRICT 3
JOLIEN CARABALLO, VICE MAYOR	DISTRICT 4

### CITY MANAGER

JESUS MEREJO

### UTILITY SYSTEMS DEPARTMENT

KEVIN R. MATYJASZEK, P.E. UTILITIES SYSTEM DIRECTOR  
 JOHN EASON, P.E. UTILITY SYSTEMS ASSISTANT DIRECTOR  
 PIERRE VIGNIER, PMP PROJECT MANAGER

GOVERNING STANDARDS AND SPECIFICATIONS:  
 CITY OF PORT ST. LUCIE STANDARDS MANUAL, 2019 EDITION  
 FLORIDA DEPARTMENT OF TRANSPORTATION,  
 DESIGN STANDARDS FY 2023-24,  
 AND STANDARD SPECIFICATIONS FOR ROAD AND  
 BRIDGE CONSTRUCTION FY 2023-24  
 AS AMENDED BY CONTRACT DOCUMENTS.  
 IN THE EVENT OF CONFLICTING SPECIFICATIONS, THE MORE SEVERE SHALL APPLY

Craig R. Fuller, Professional Engineer, State of Florida, License No. 65605  
 This item has been digitally signed and sealed by Craig R. Fuller, P.E. on  
 the date indicated using SHA authentication. Printed copies of this document are  
 not considered signed and sealed and the signature must be verified on any  
 electronic copies.

ENGINEER OF RECORD CRAIG R. FULLER, P.E.  
 P. E. NO. 65605

100% PLANS  
 DATE: 03/22

48 HOURS BEFORE DIGGING  
 CALL TOLL FREE  
 1-800-432-4770  
 CALL SUNSHINE  
 NOTIFICATION CENTER

SHEET No.  
 1 OF 16

**SUMMARY OF PAY ITEMS**

Item No.	Description	Units	Unit Price	Qty	Price
<u>Force Main</u>					
1	6" PVC	LF		340	
<u>Fittings</u>					
2	4" MJ Plug	EA		2	
3	6" 11.25 or 22.5 degree Bend, MJ	EA		4	
4	6" 45 degree Bend, MJ	EA		16	
5	6" 90 degree Bend, MJ	EA		4	
6	6" HDPE to MJ Transition Adapters w/SS stiffner insert	EA		4	
7	6" Cap, MJ	EA		1	
<u>Valves and Appurtenances</u>					
8	6" Gate Valve & Box	EA		2	
9	2" Air Release Valve	EA		3	
10	6" Mech Jt Restaint Pair (addition to fittings)	EA		12	
<u>Connections</u>					
11	16X6" Tapping Sleeve and Valve (Wet Tap)	EA		1	
<u>Horizontal Directional Drill</u>					
12	6" HDPE HDD	LF		5,110	
<u>Sodding</u>					
13	Sodding	SY		555	
<u>Asphalt Pavement Removal and Replacement</u>					
14	Asphalt Roadway Replacement	SY		267	
15	Asphalt Mill and Resurface	SY		1,686	
<u>Concrete Removal/Replacement</u>					
16	Driveway Contingency	SY		50	
17	Sidewalk	LF		80	
<u>Existing Pipe Grout Fill, Remove and Dispose</u>					
18	4" Force Main	LF		2,565	
19	Clearing and Grubbing	LS		1	
20	Maintenance of Traffic	LS		1	
21	Prevention, Control, & Abatement of Erosion/Water Pollution	LF		454	
22	Mobilization/Demobiliation/General Conditions	LS		1	
23	Holding of Power Poles	EA		2	
<u>Pavement Markings</u>					
24	6" Solid White Thermoplastic	LF		123	
25	12" Solid White Thermoplastic	LF		205	
26	24" Solid White Thermoplastic	LF		52	

NOTE: 1. PAVEMENT THICKNESS SHALL BE FOR ARTERIAL AT THE INTERSECTION OF LENNARD. MARIPOSA, AWAY FROM LENNARD, IS CONSIDERED A COLLECTOR IN THE AREA OF SP-050

Description	Pavement Type			
	Arterial	Collector	Local	Parking Lot
Structural Number (minimum)	4.0	3.5	3.0	2.18
Portland Cement Concrete (minimum thickness is 6 inches)	-	-	-	FDOT approved Class 1 Concrete.
Asphalt Thickness (inches)	3.0	2.5	1.5	1
Optional Base Group (FDOT Standard Spec. Section 285 With 8-inch minimum thickness)	9	6	6	4
Subgrade Thickness (inches)	12	12	12	12
Subgrade Compacted or Stabilized	LBR 40	LBR 40	LBR 40	LBR 40

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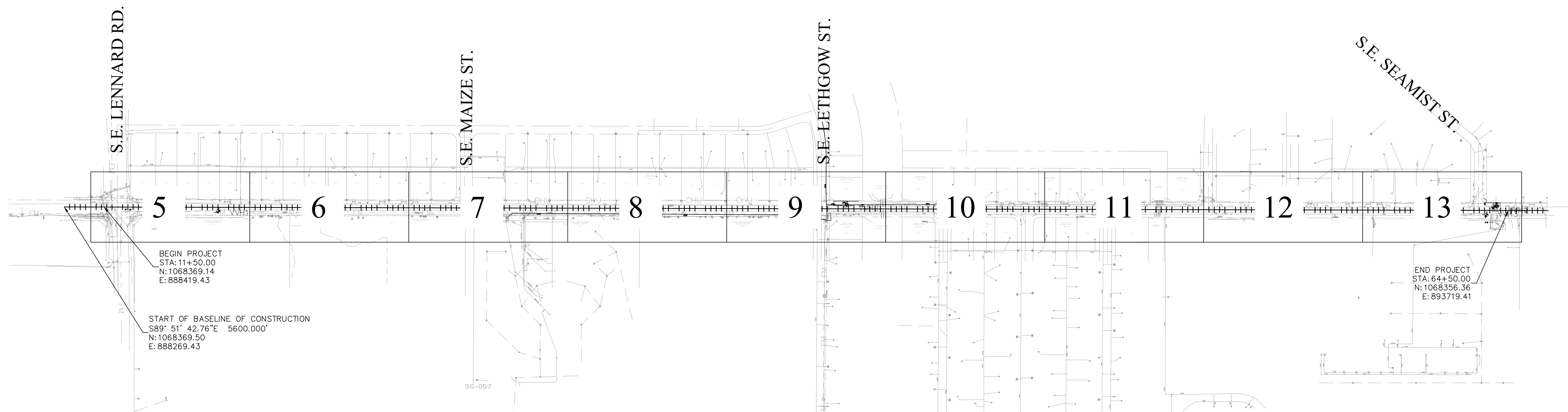


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PORT ST. LUCIE, FLORIDA





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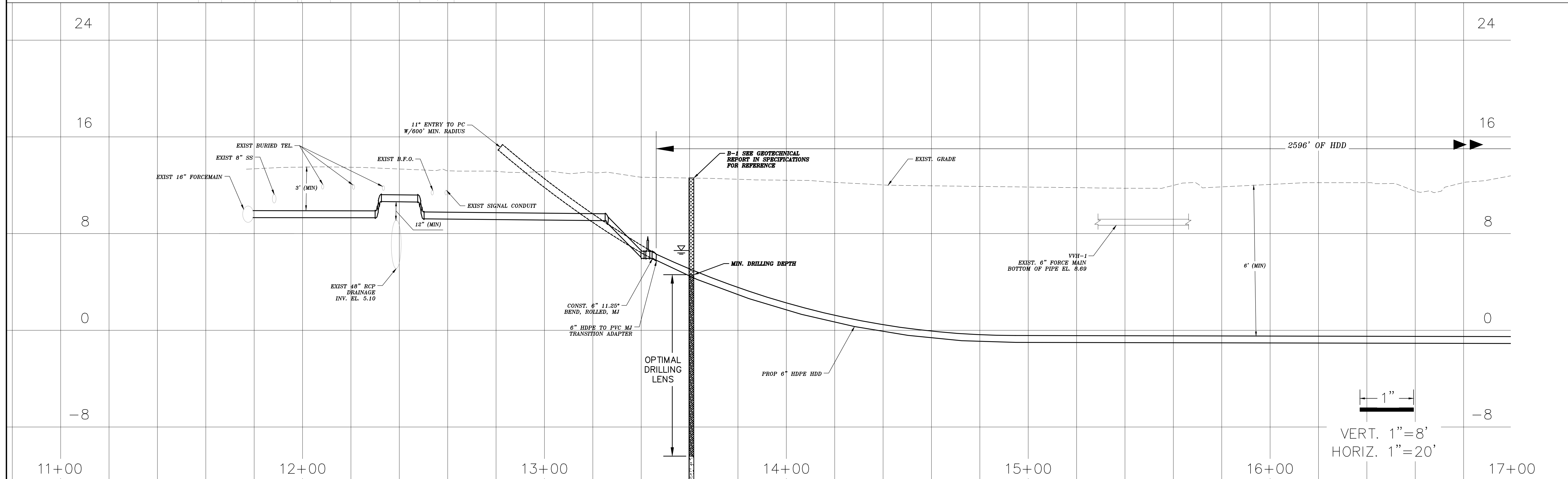
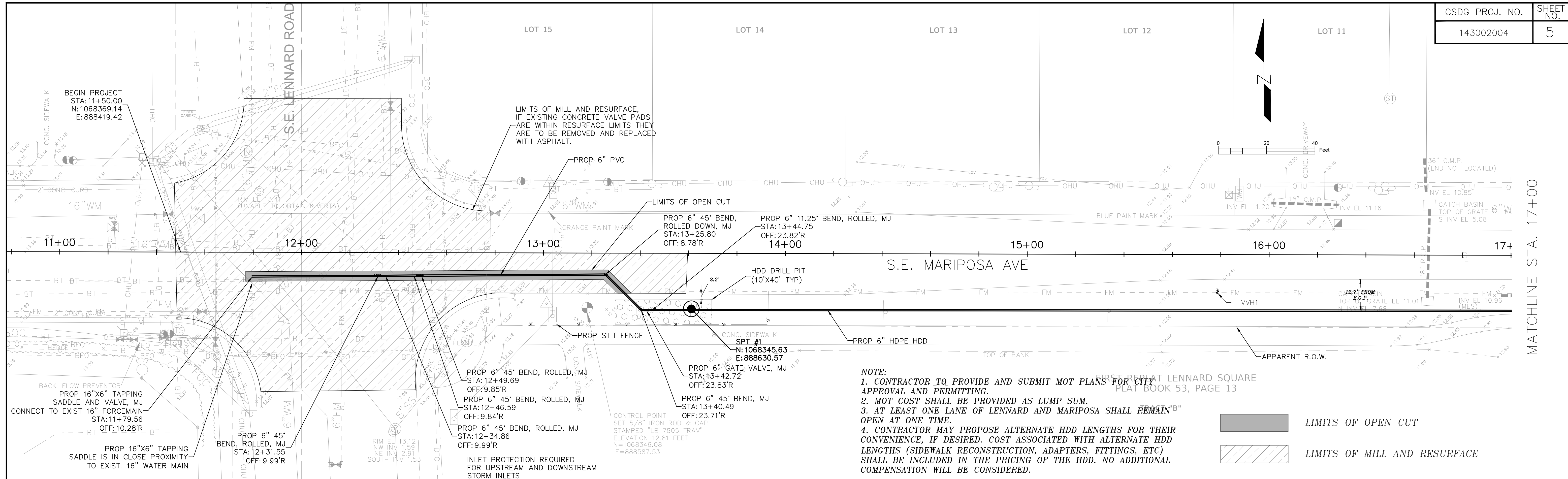
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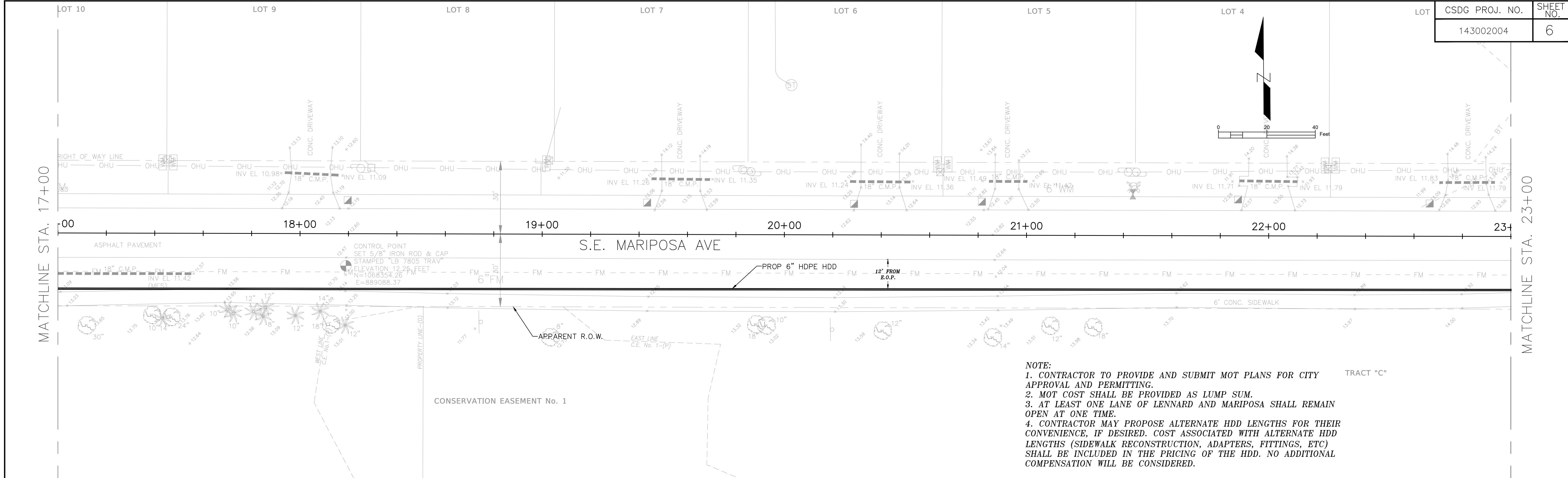
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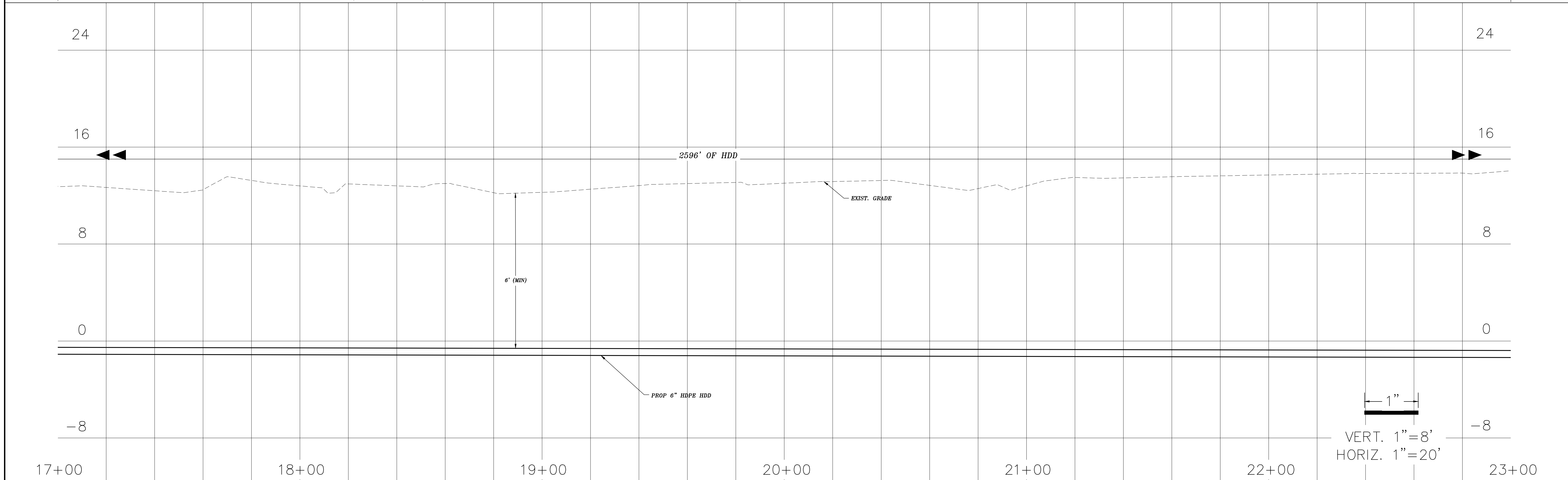
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CSDG PROJ. NO. 143002004 SHEET NO. 6

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1" = 8' VERT.  
1" = 20' HORIZ.

REVISIONS

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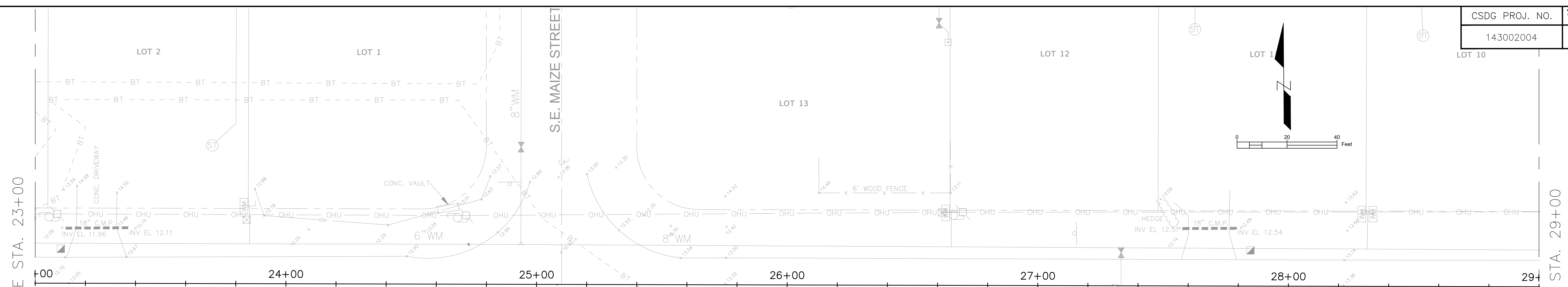
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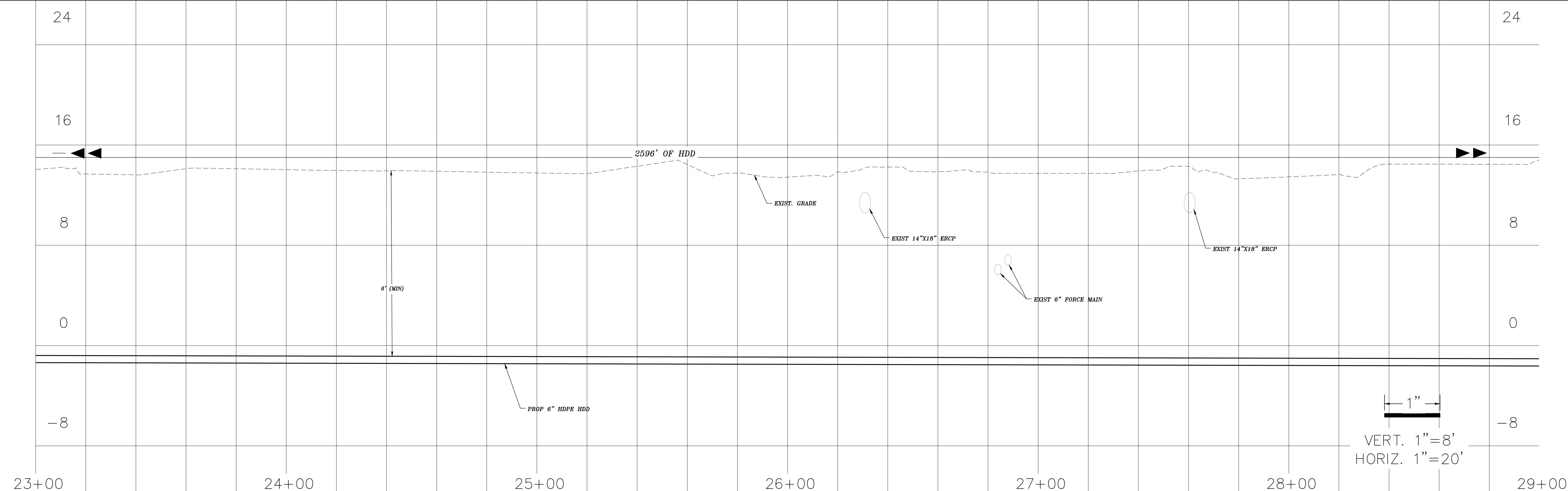
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FIRST REPLAT LENNARD SQUARE  
PLAT BOOK 53, PAGE 13

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PLAT No. 1, SAINT LUCIE GARDENS,  
A SUBDIVISION OF SECTION 7  
PLAT BOOK 1, PAGE 35



1" = 8'  
 1" = 20'

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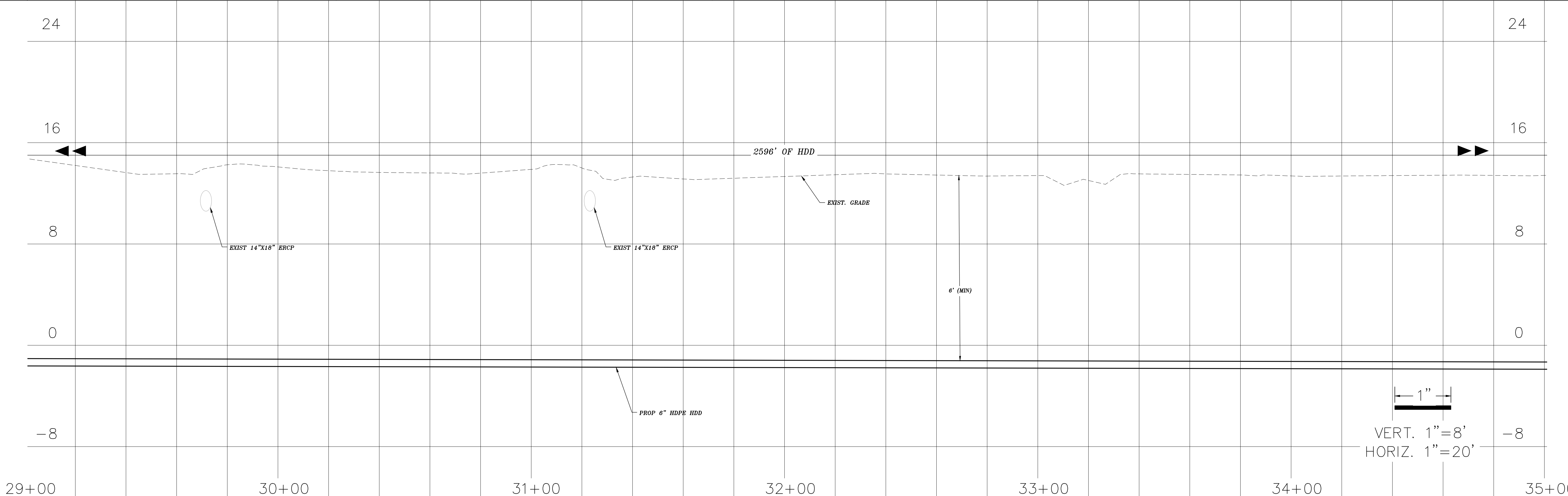
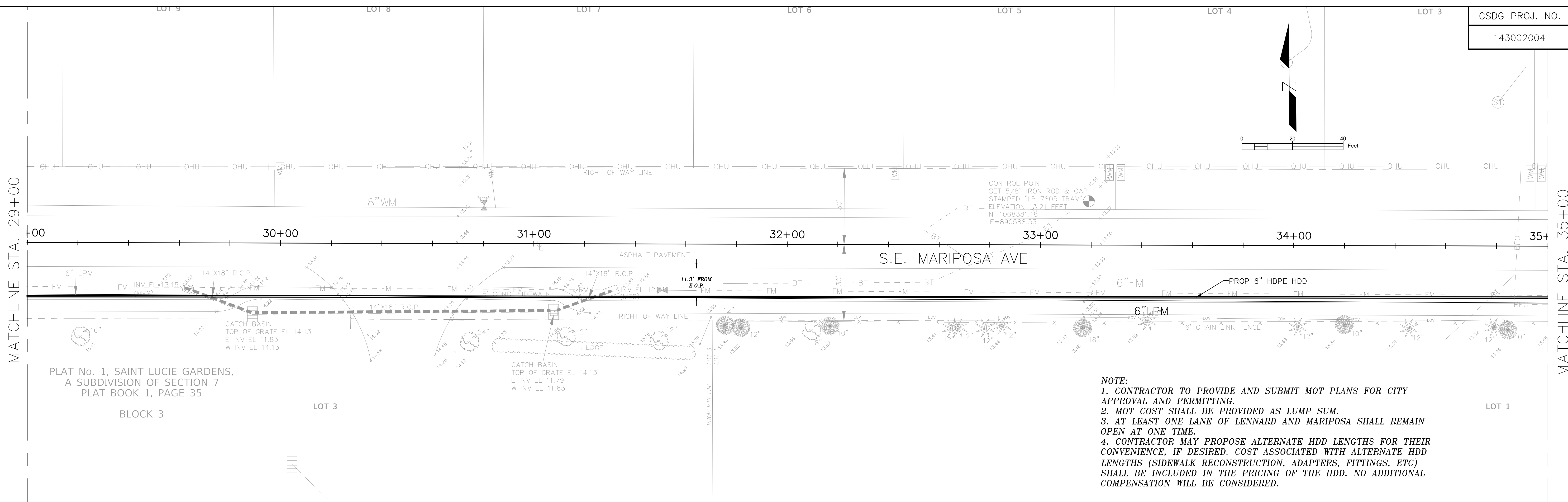
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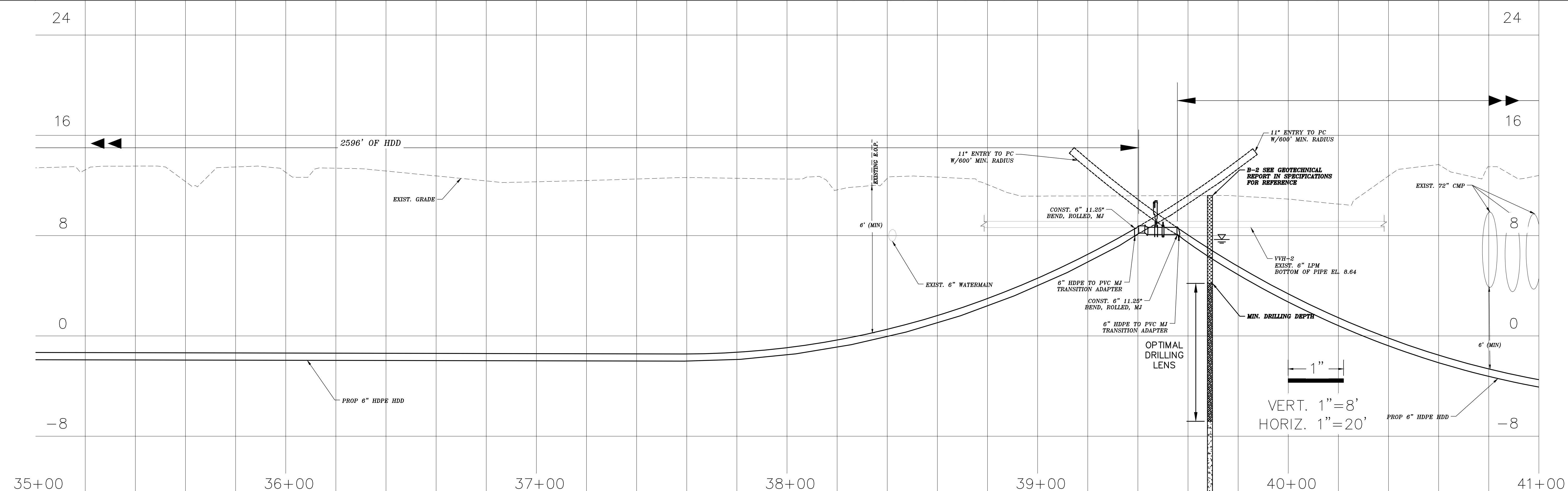
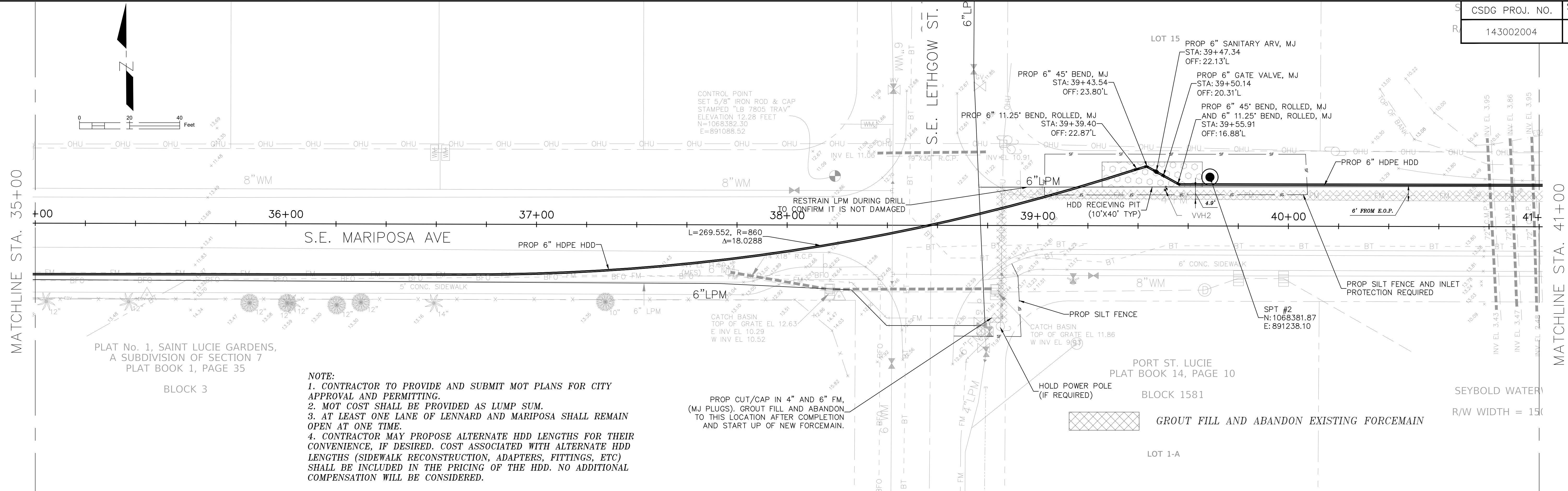
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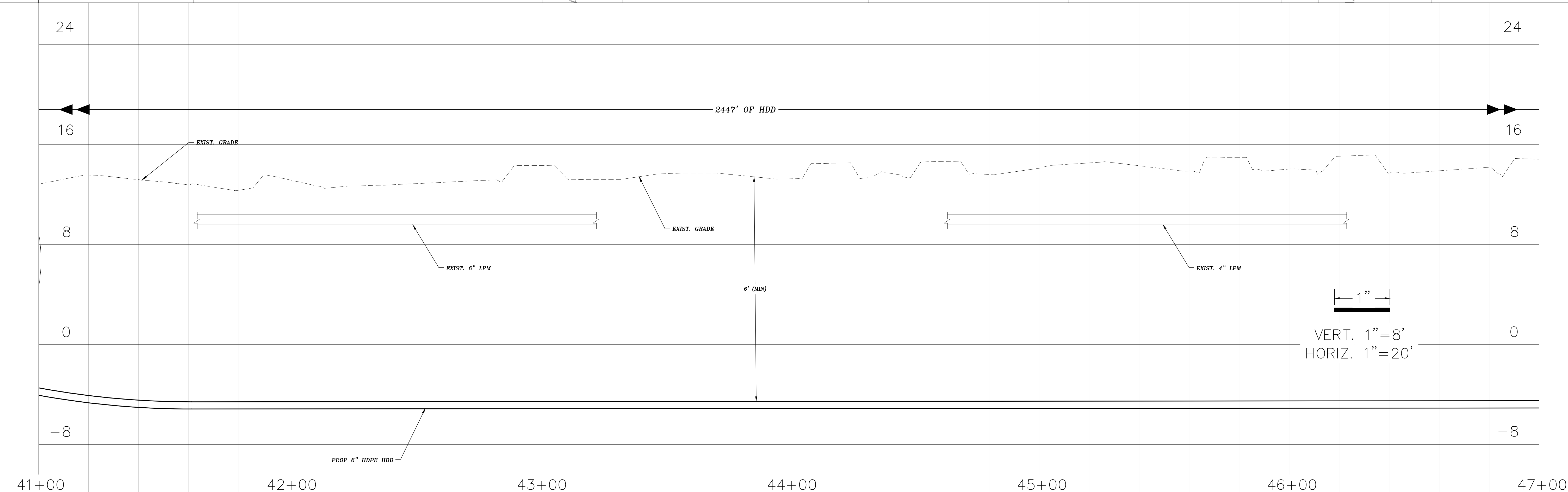
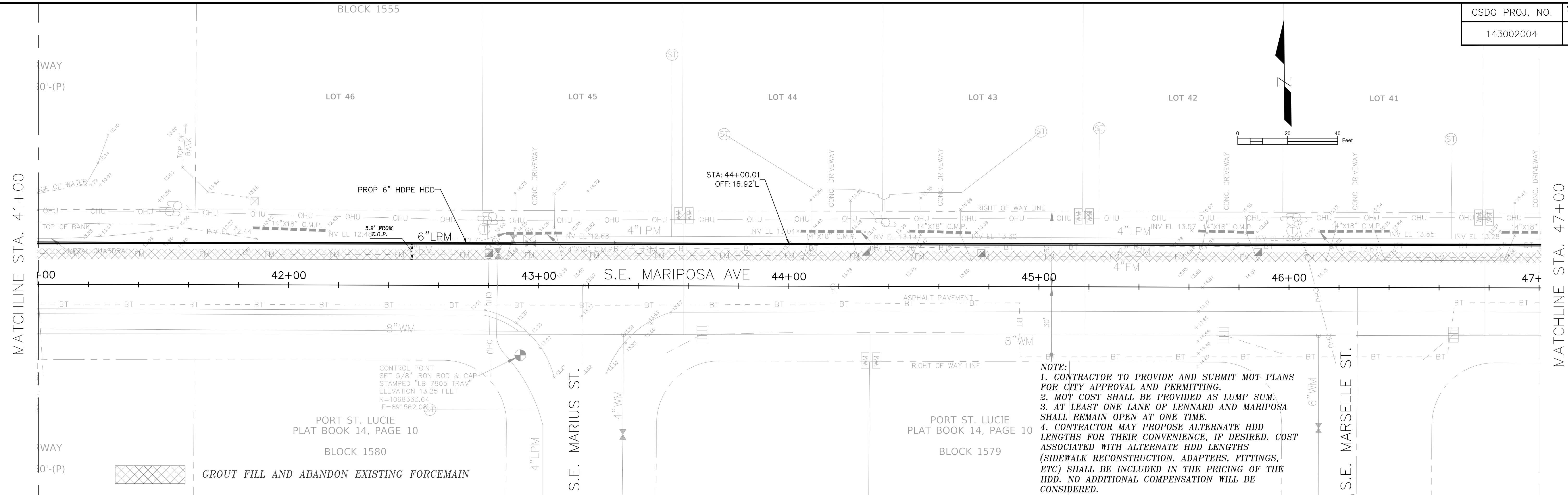


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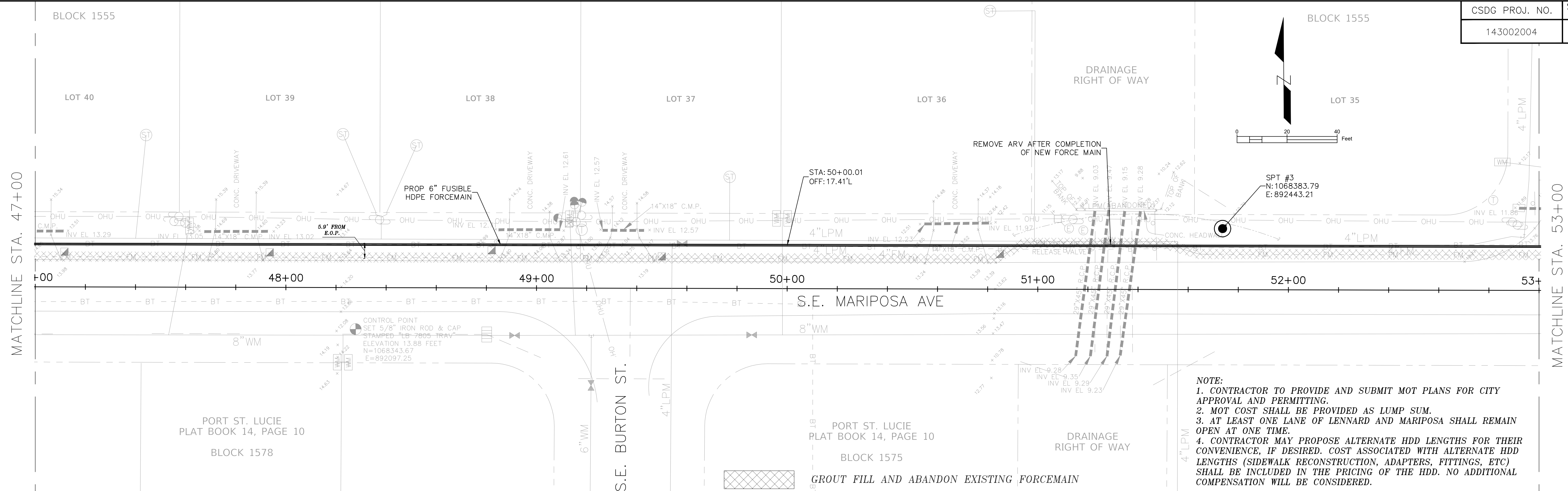
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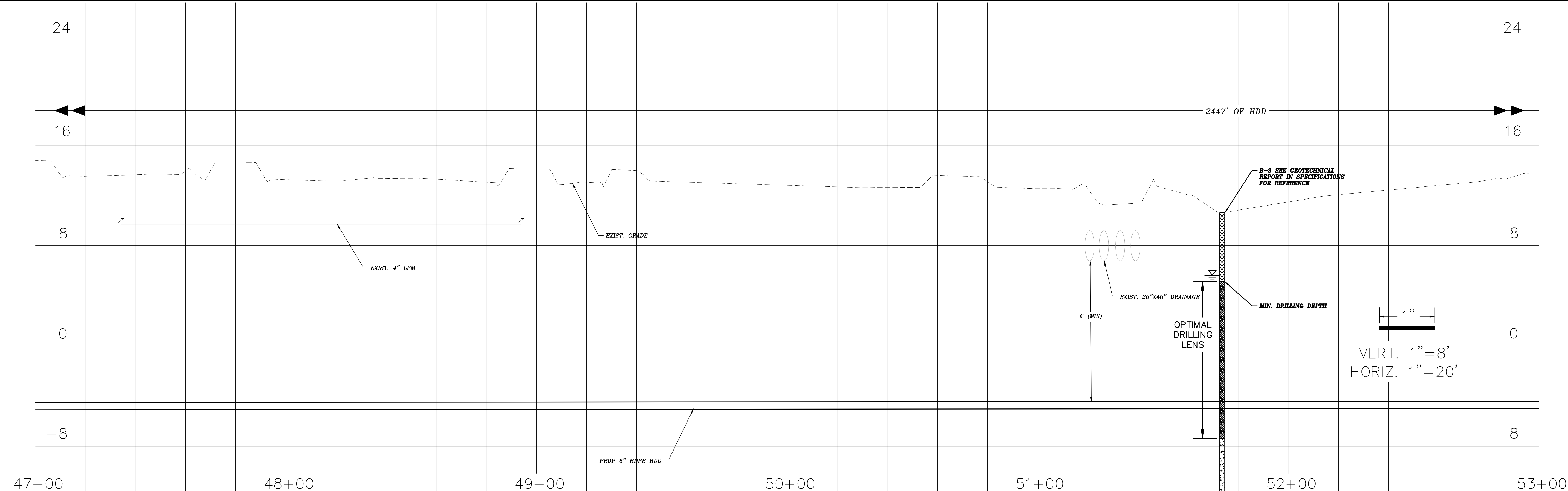
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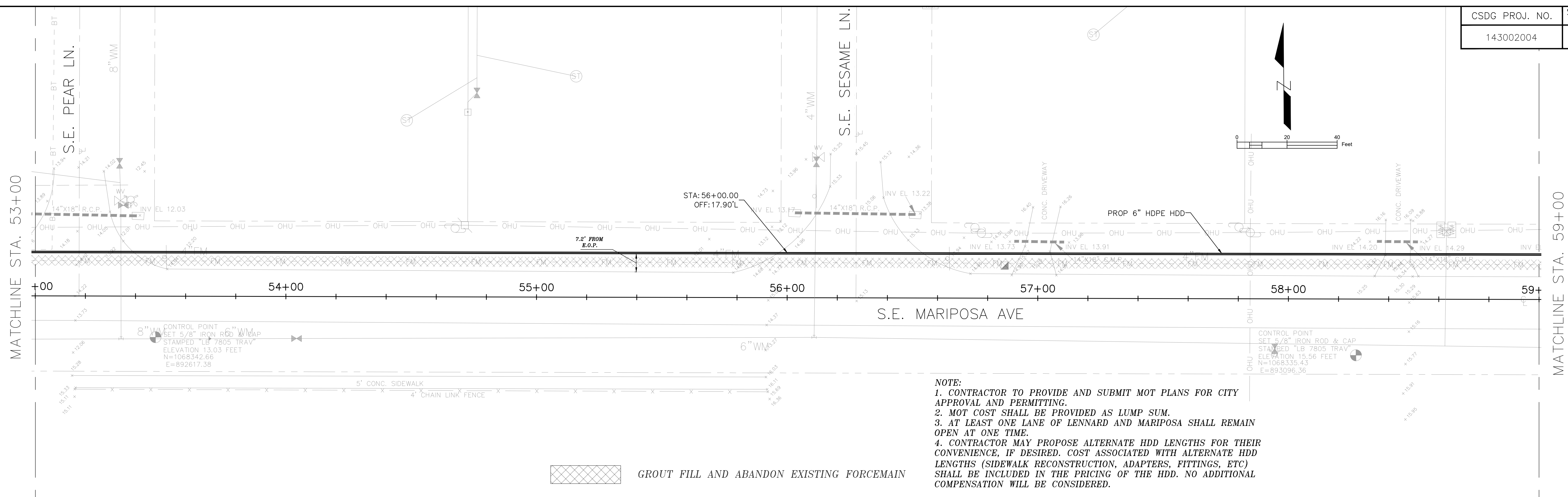
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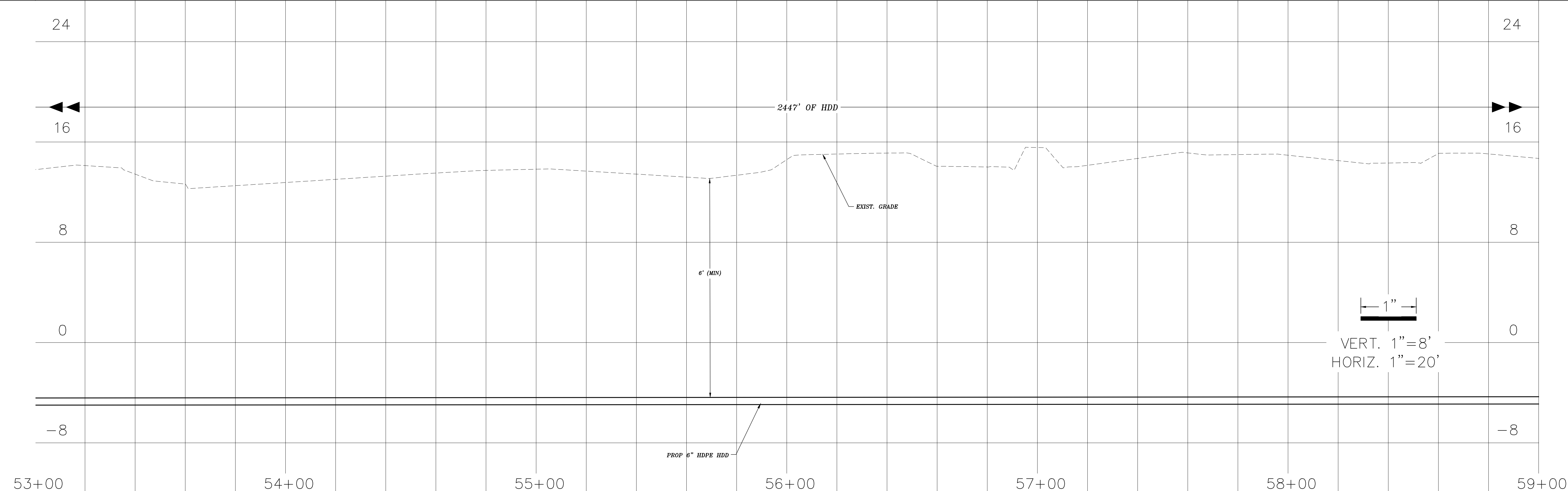
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GROUT FILL AND ABANDON EXISTING FORCEMAIN



VERT. 1"=8'  
 HORIZ. 1"=20'

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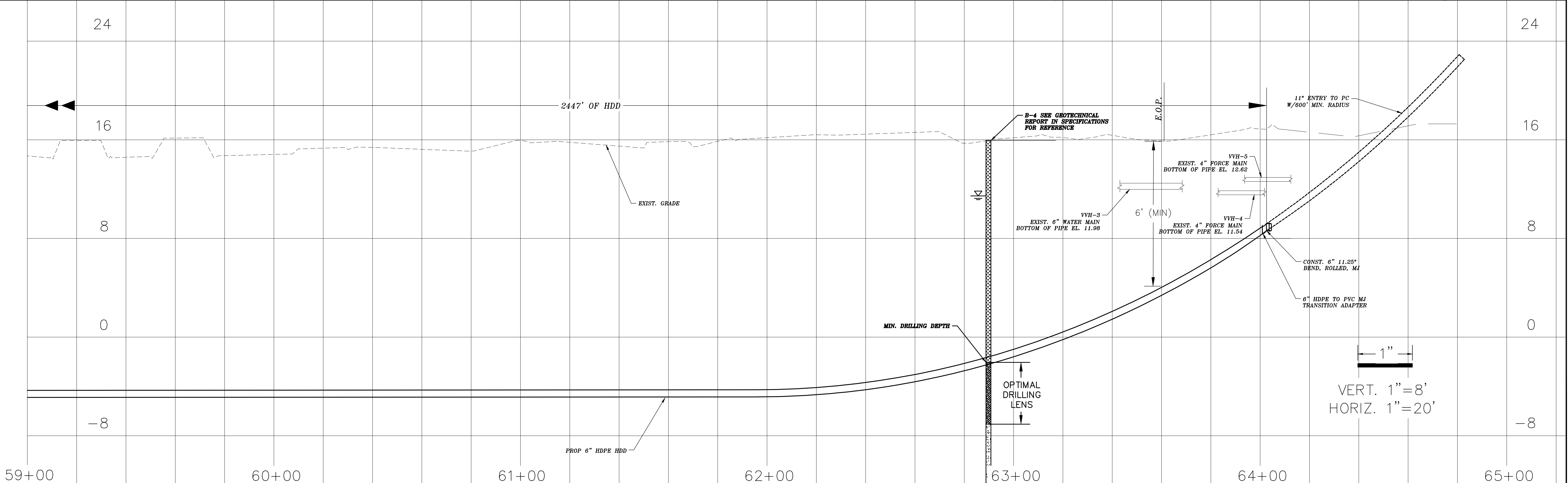
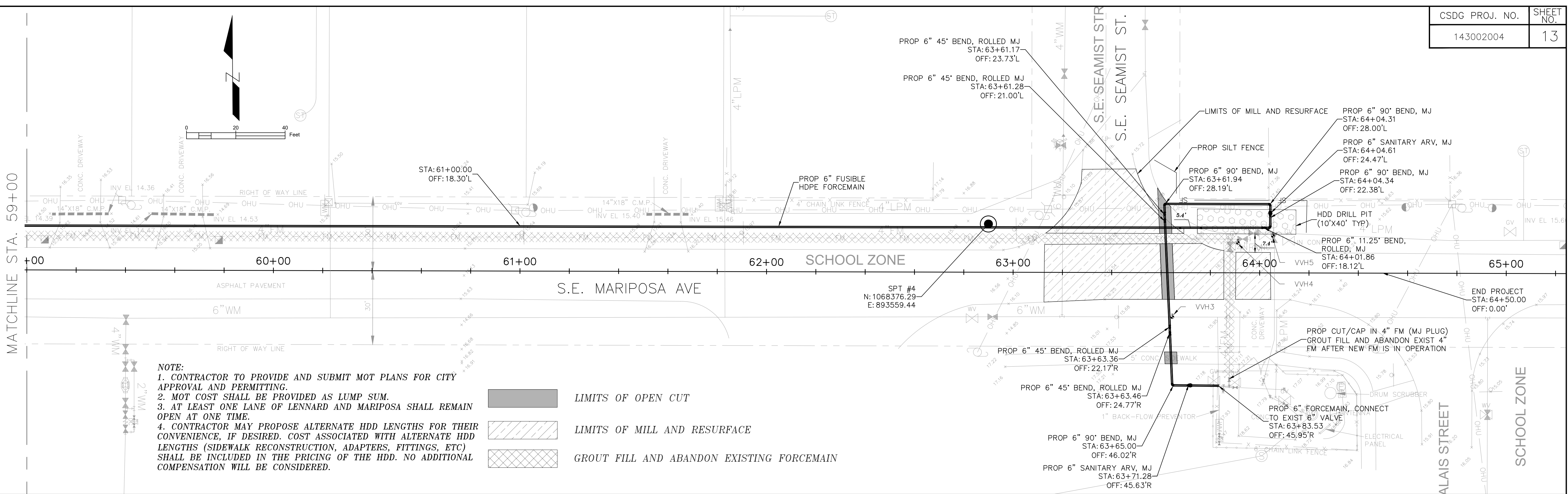
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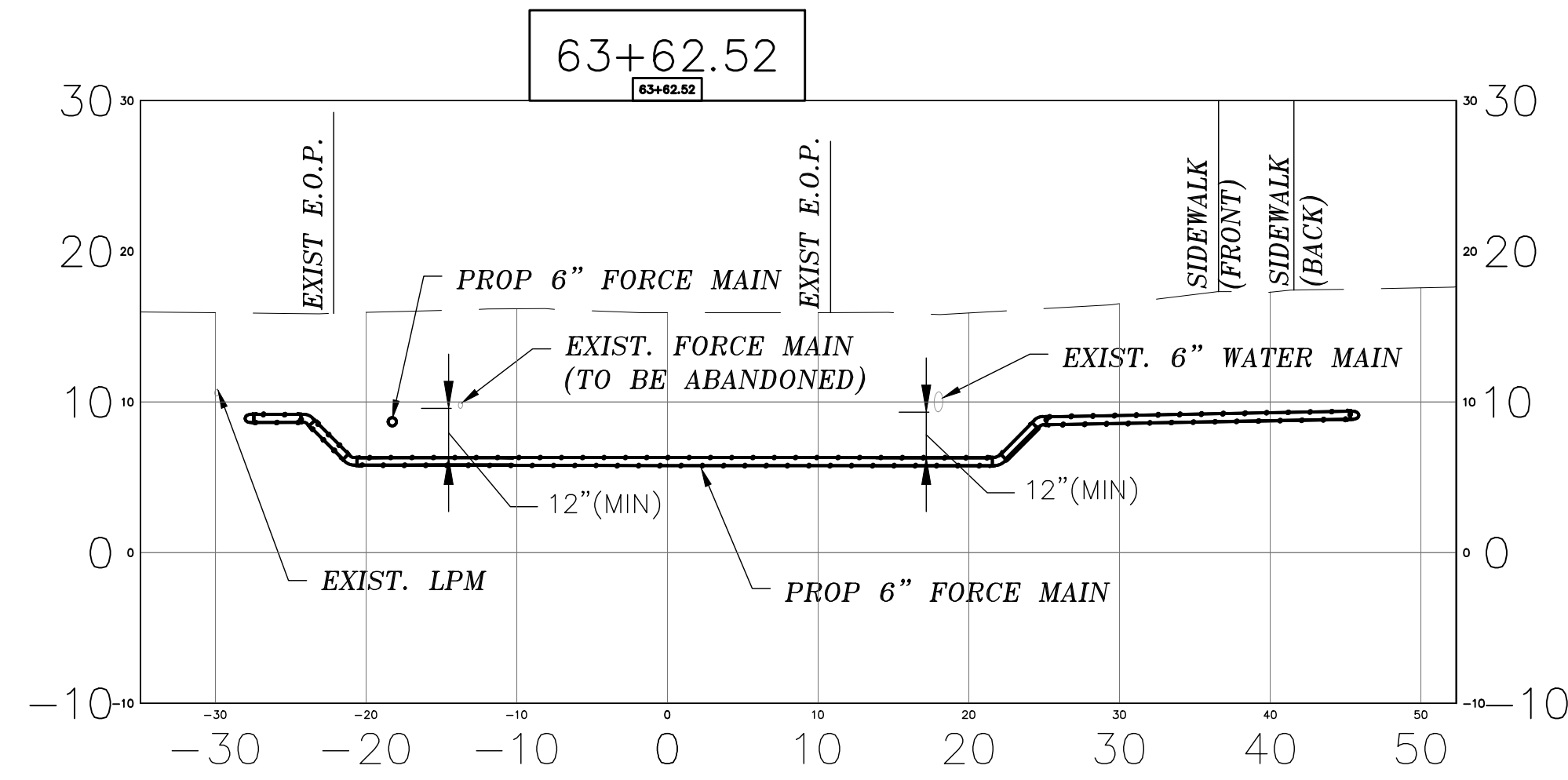
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CROSS SECTION



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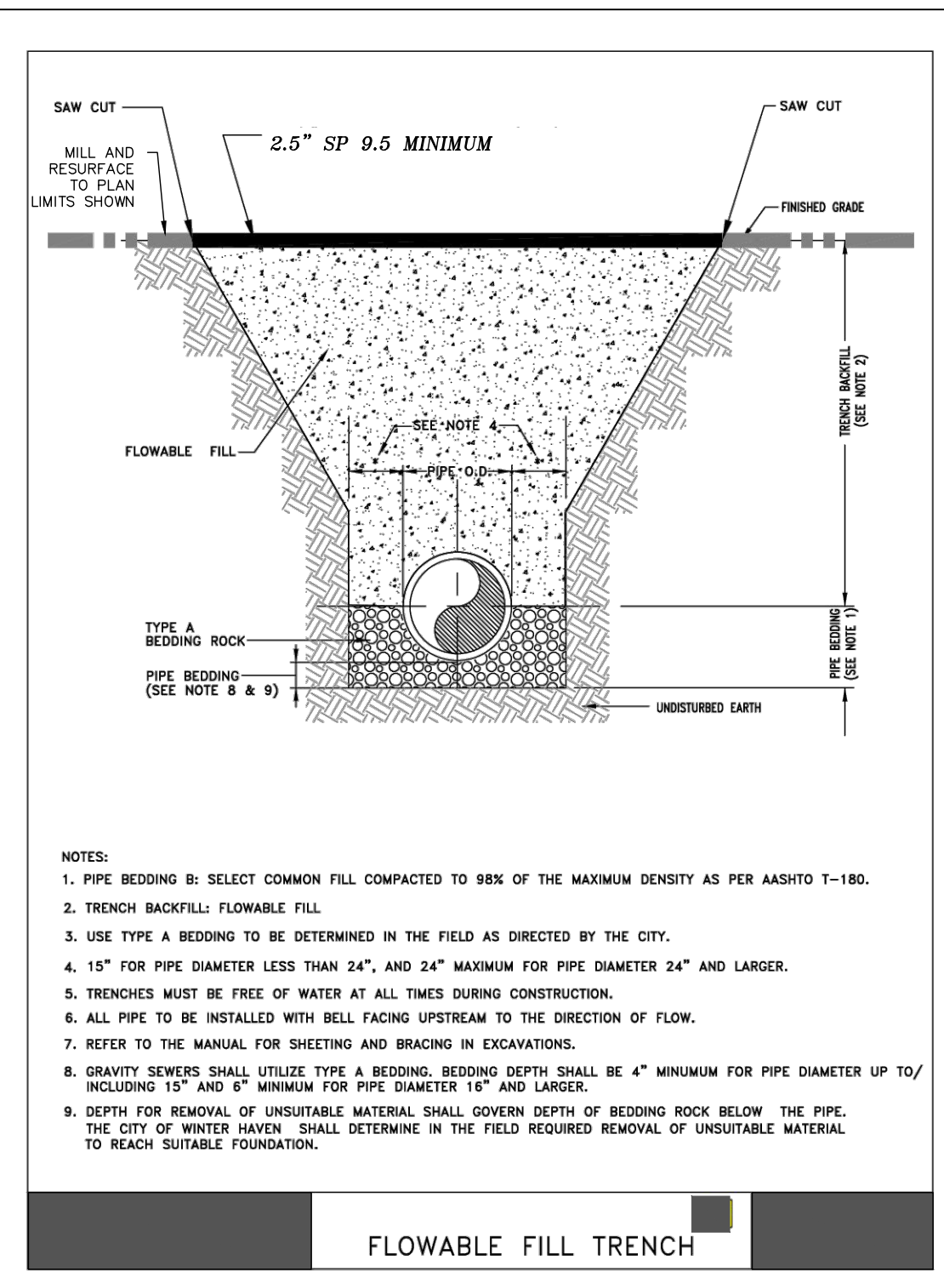
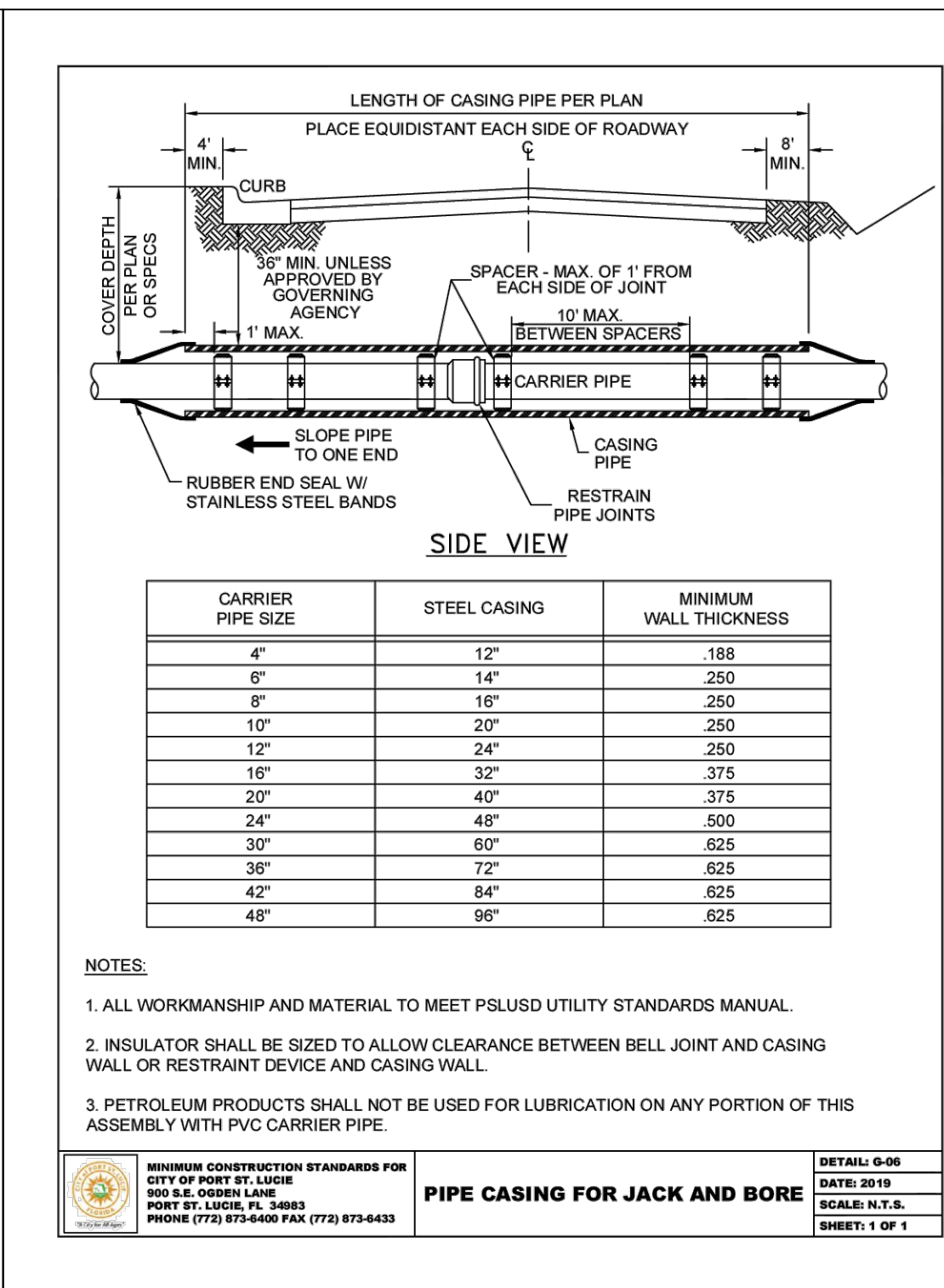
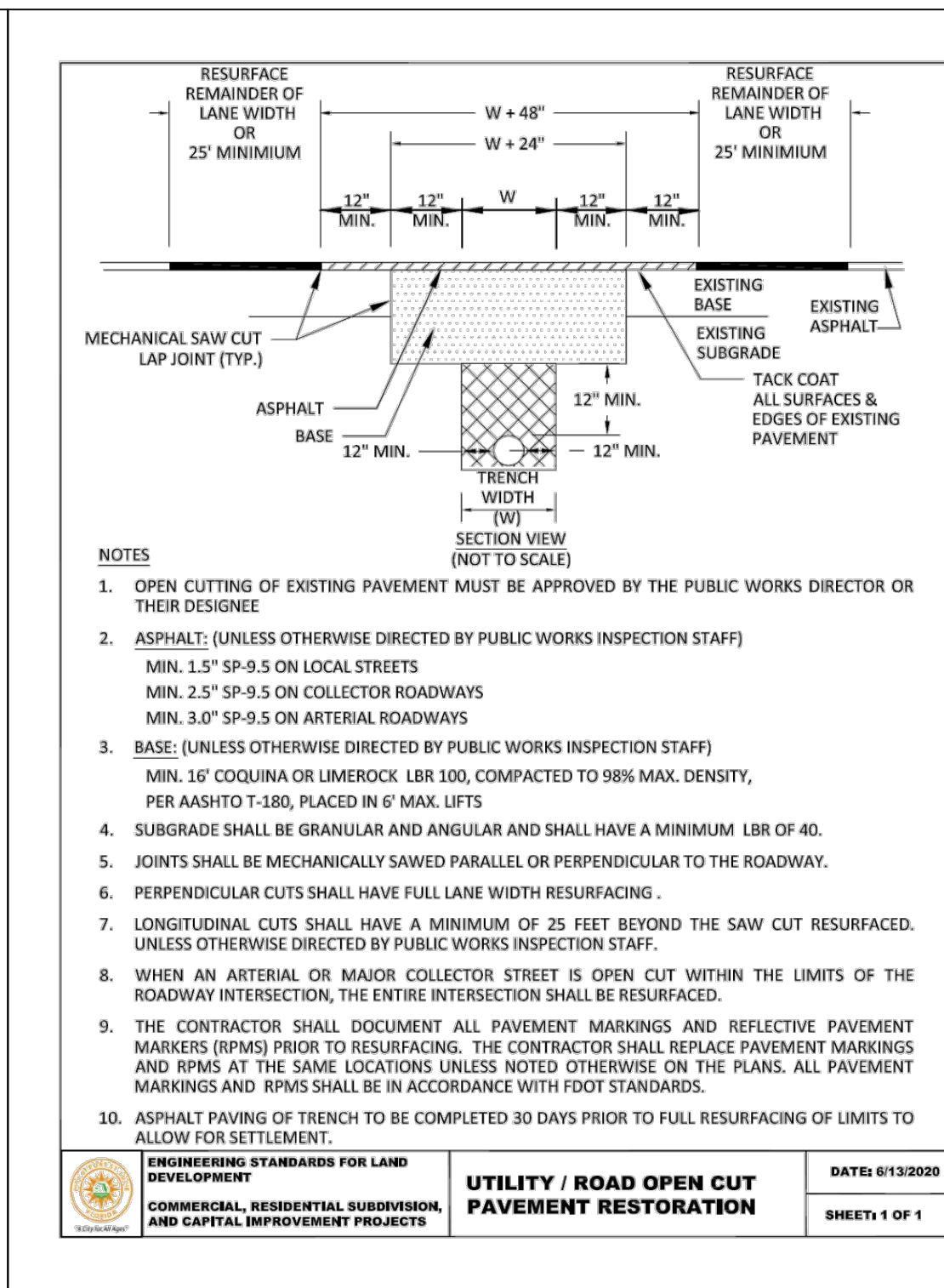
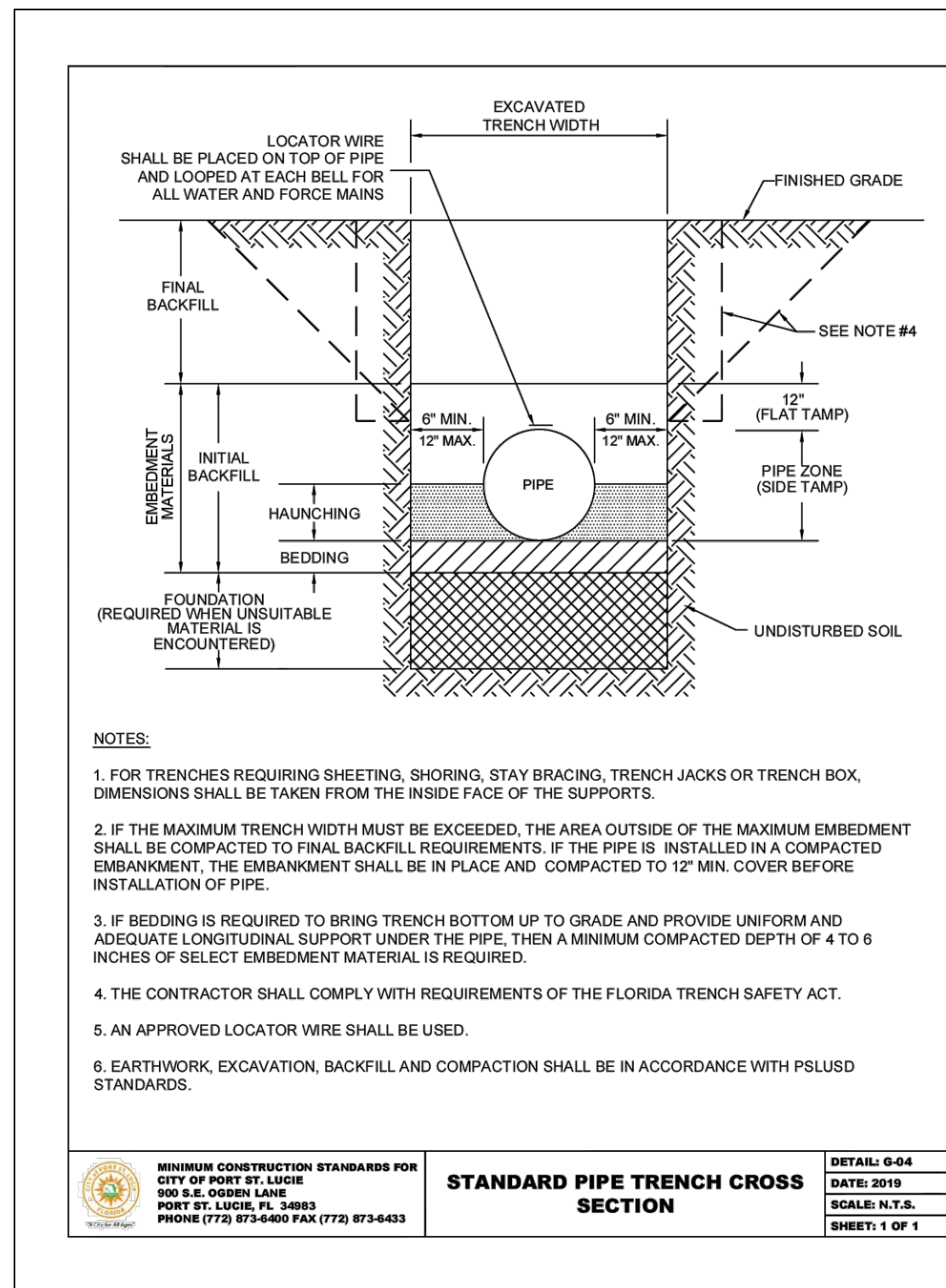
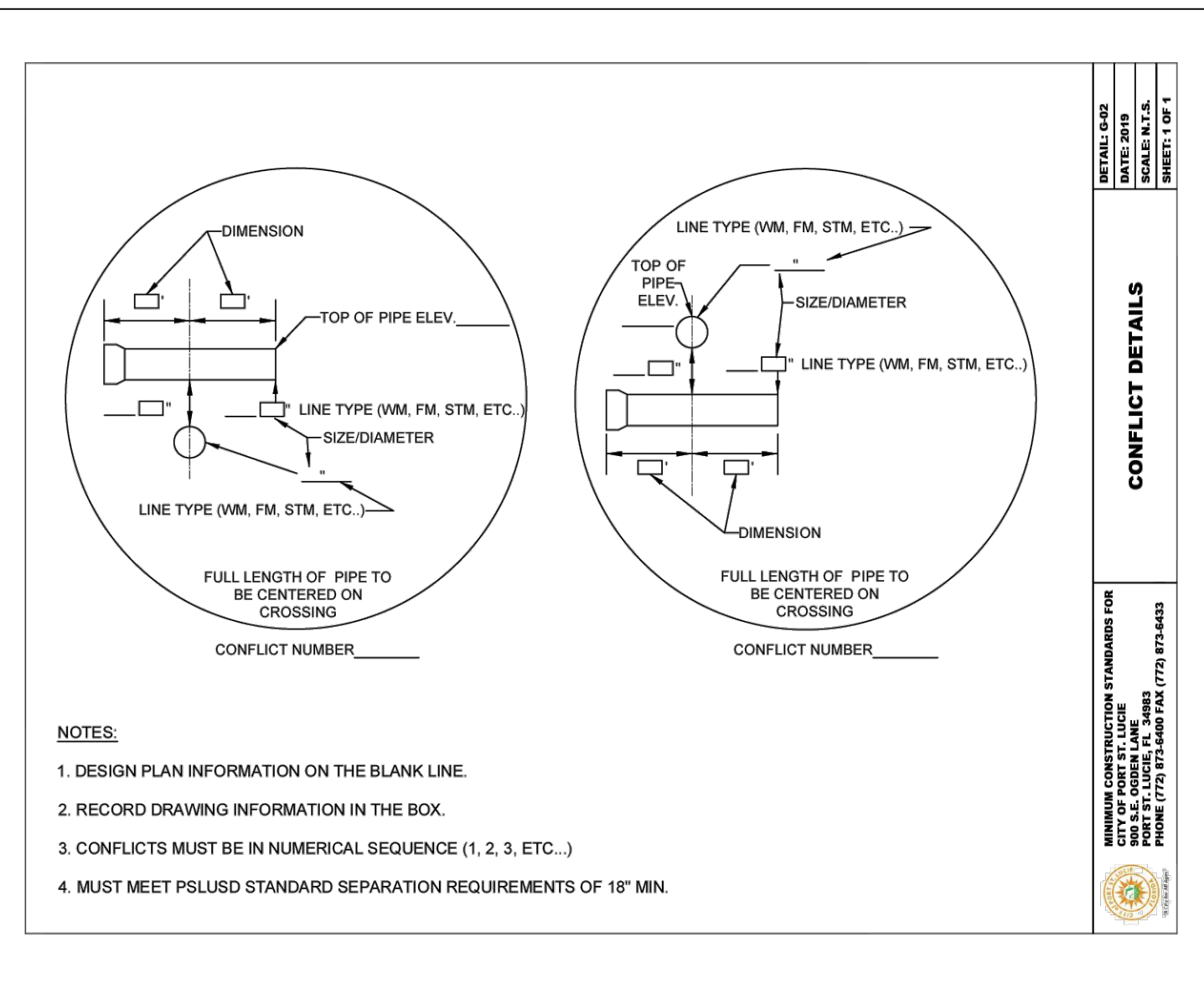
**MINIMUM SEPARATION BETWEEN PSLUSD FACILITIES AND OTHER UTILITIES**

OTHER PIPE	HORIZONTAL SEPARATION	CROSSINGS (1)	JOINT SPACING @ CROSSINGS (FULL JOINT CENTERED)
GRAVITY OR PRESSURE SANITARY SEWER, SANITARY SEWER FORCE MAIN, RECLAIMED WATER (2), VACUUM SANITARY SERVICE, STORM SEWER, STORM SEWER FORCE MAIN	WATER MAIN 10' MINIMUM	WATER MAIN 18" MINIMUM	WATER MAIN Ø MINIMUM
ALL OTHER FACILITIES, INCLUDING BUT NOT LIMITED TO TELEPHONE, CABLE TV, POWER, ETC.	PSLUSD FACILITY (4) Ø MINIMUM	PSLUSD FACILITY (4) 18" MINIMUM	WATER MAIN Ø MINIMUM
ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM	10' MINIMUM	.....	.....

(1) WATER MAIN SHOULD CROSS OVER OTHER PIPE. WHEN WATER MAIN MUST BE BELOW OTHER PIPE, THE MINIMUM SEPARATION IS 18".  
 (2) RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.  
 (3) RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.  
 (4) A PSLUSD FACILITY INCLUDES MAINS AND STRUCTURES FOR POTABLE WATER, WASTEWATER AND RECLAIMED WATER.

**STANDARD SEPARATION REQUIREMENTS**

DATE: 2019  
SCALE: N.T.S.  
SHEET: 1 OF 1



**DETAILS**

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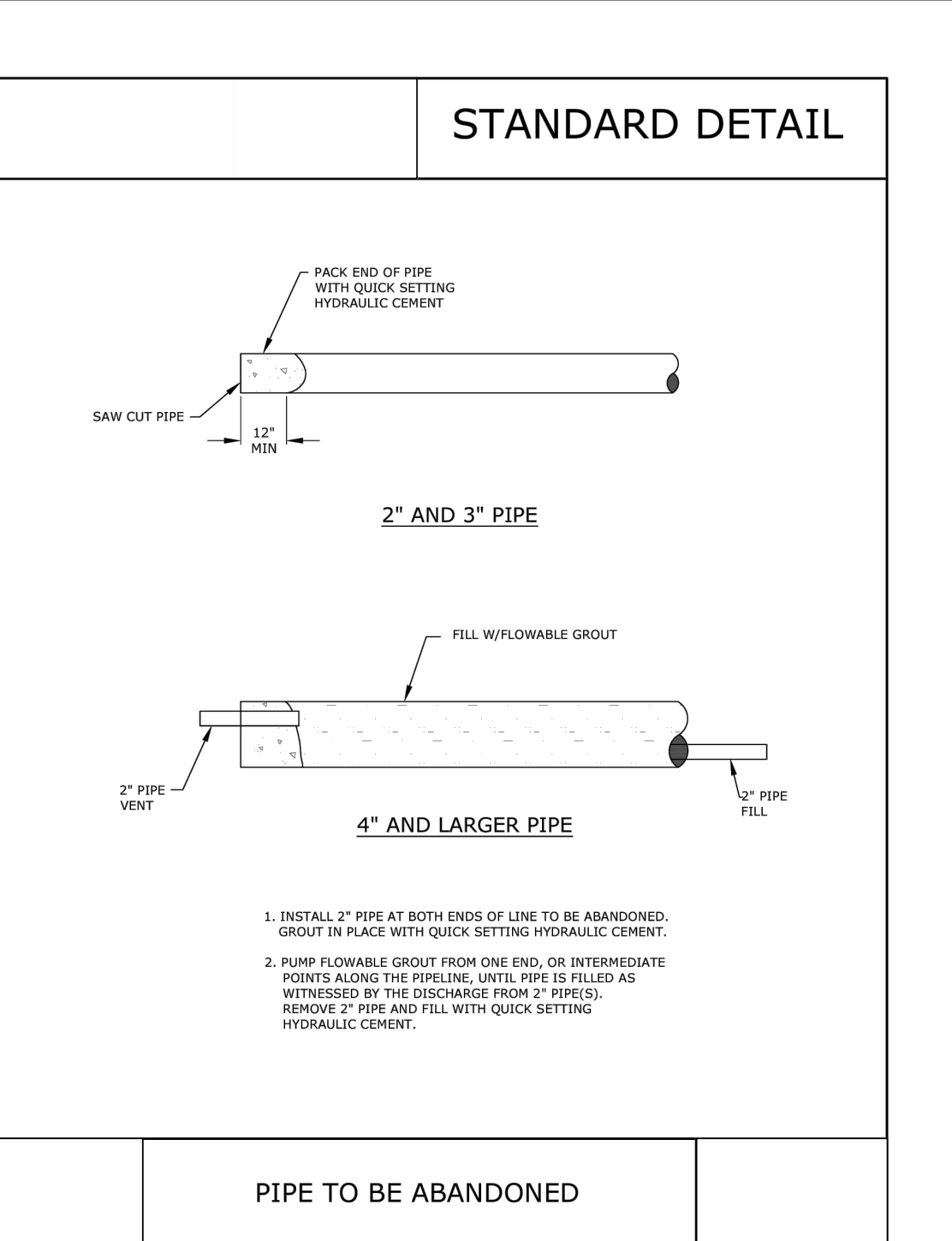
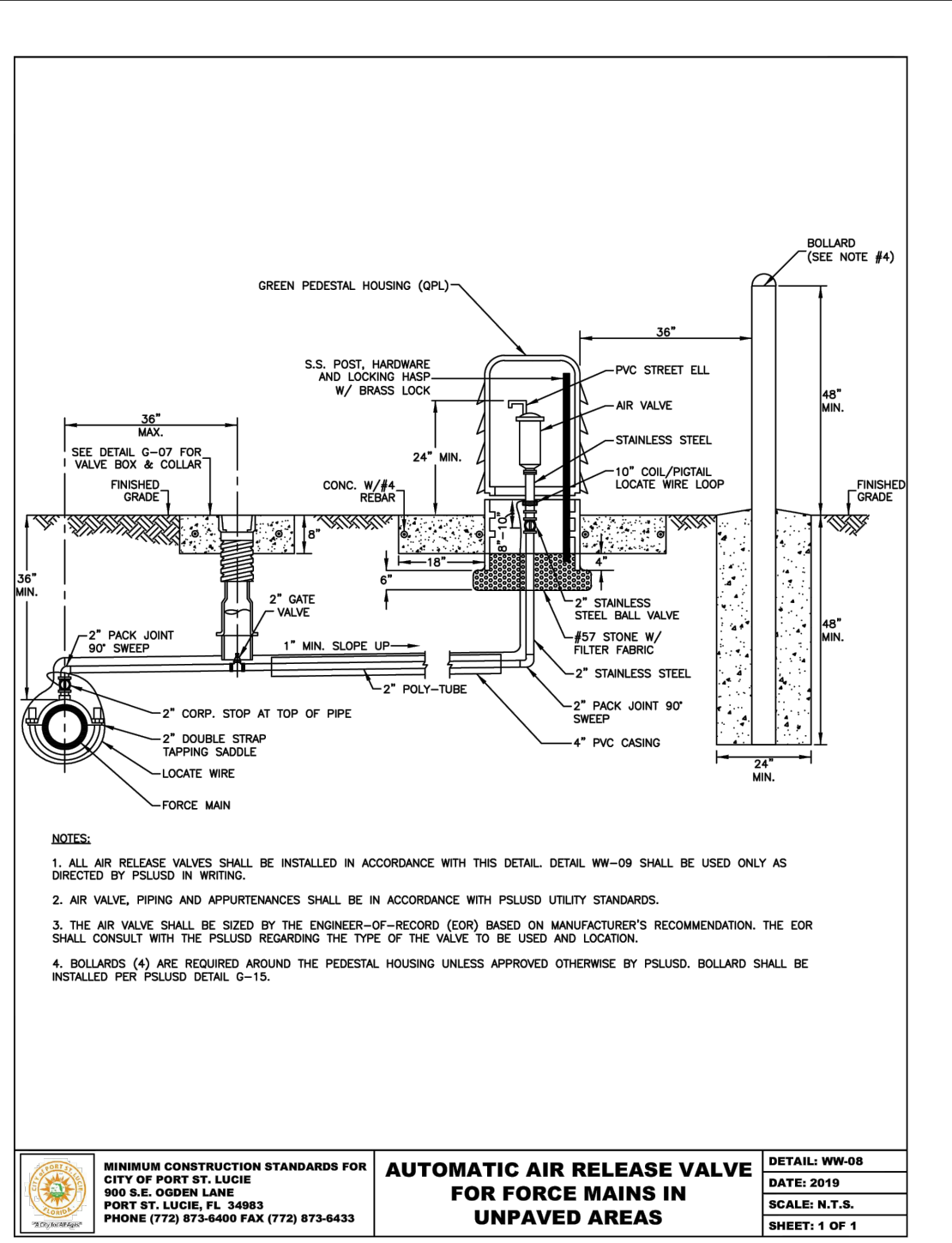
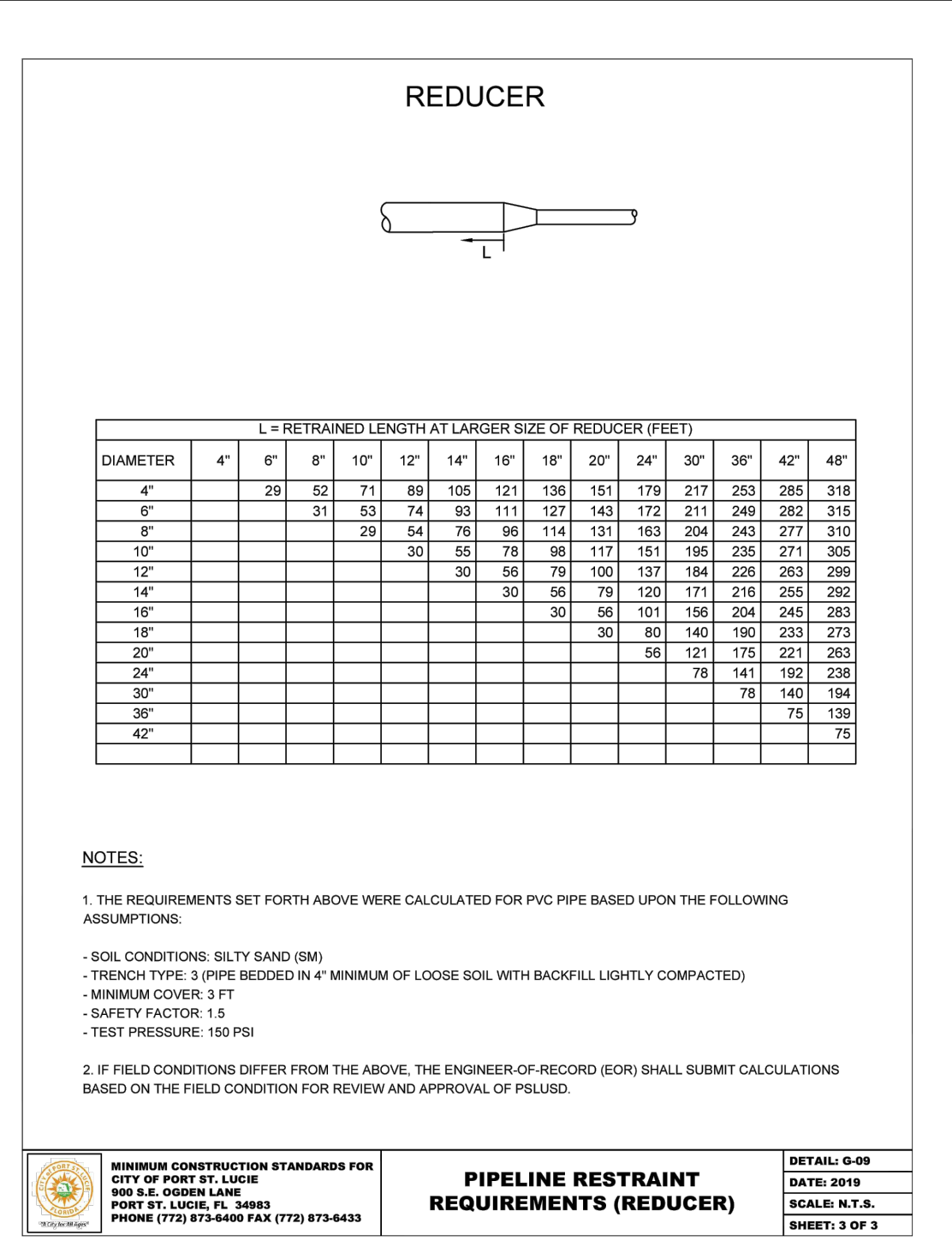
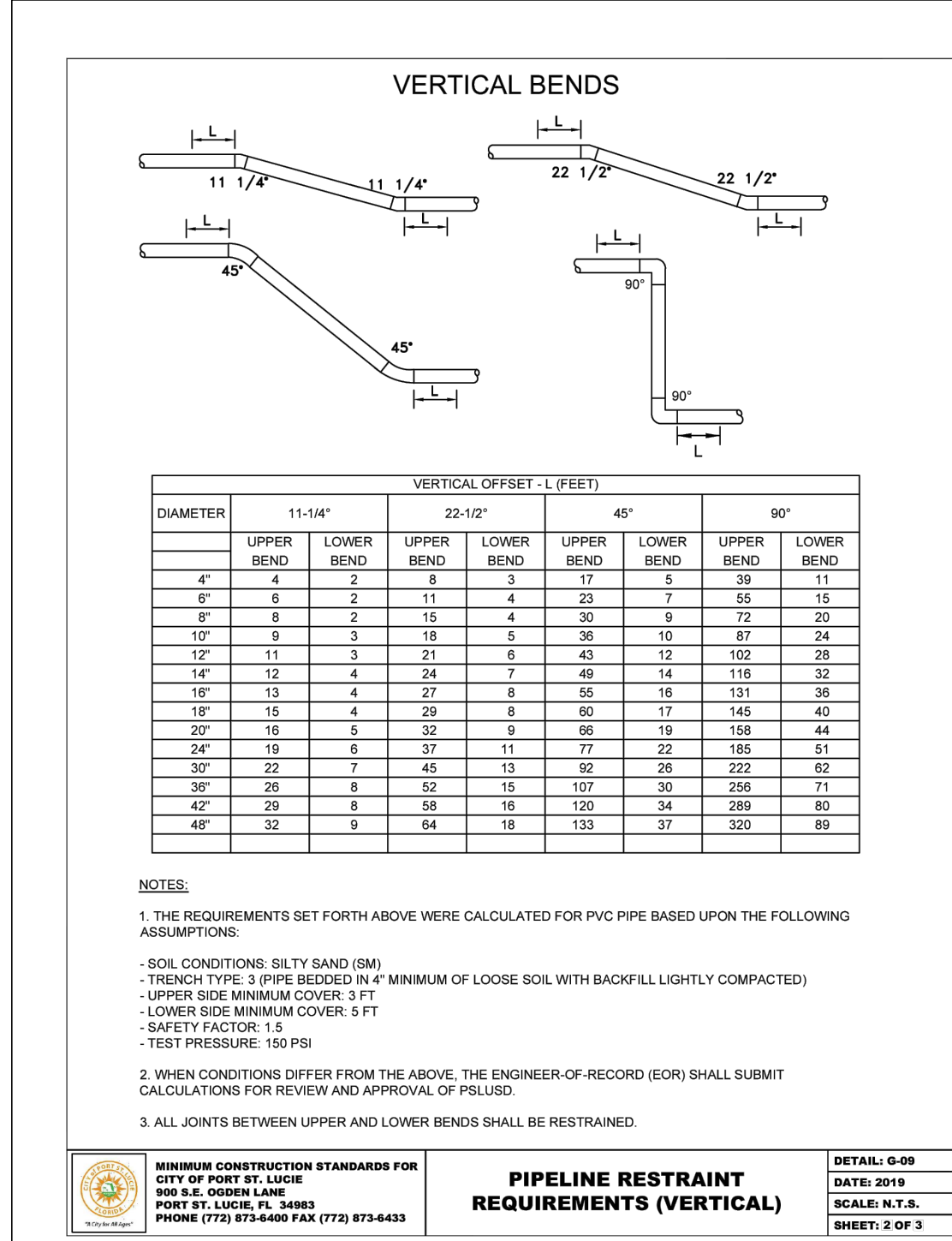
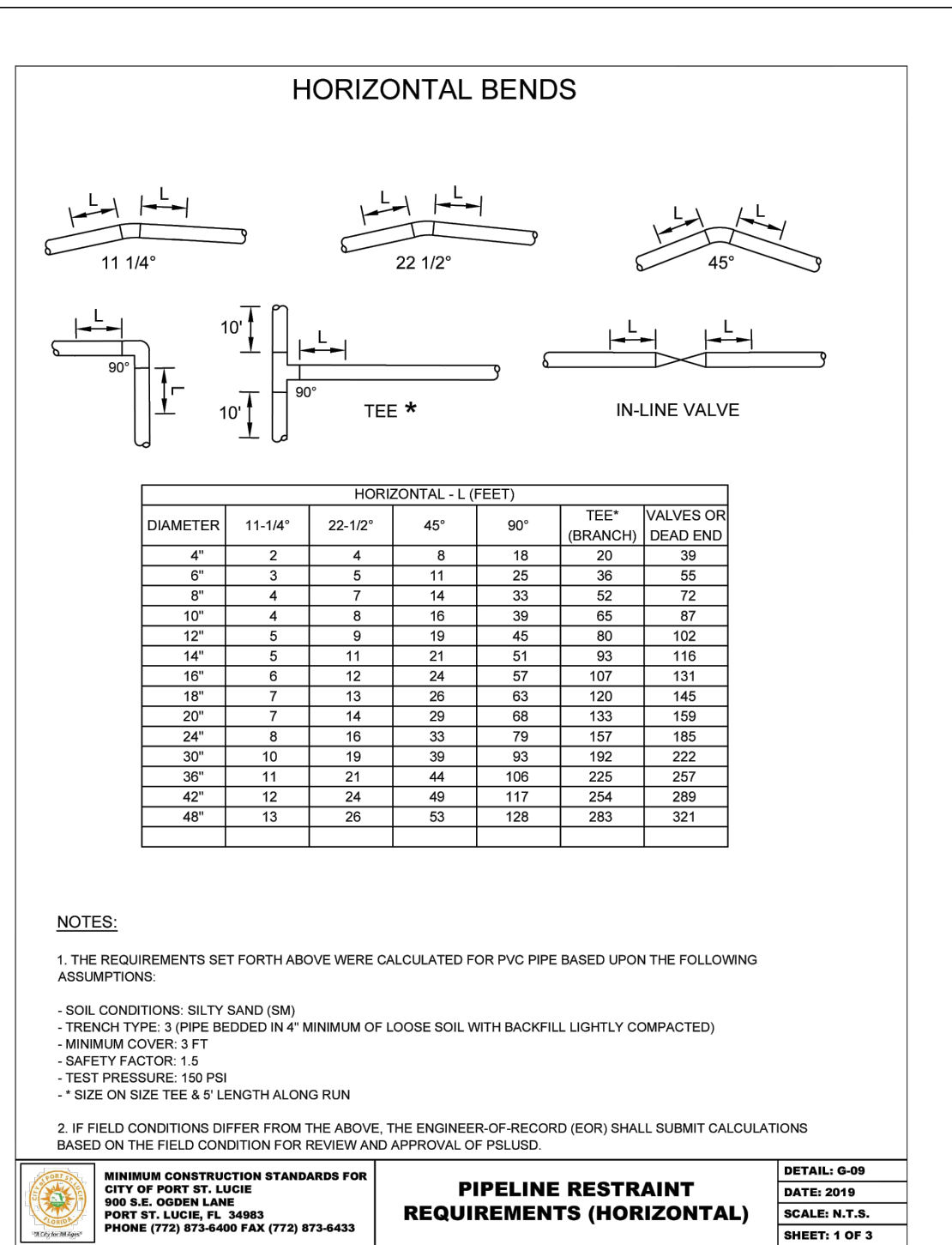
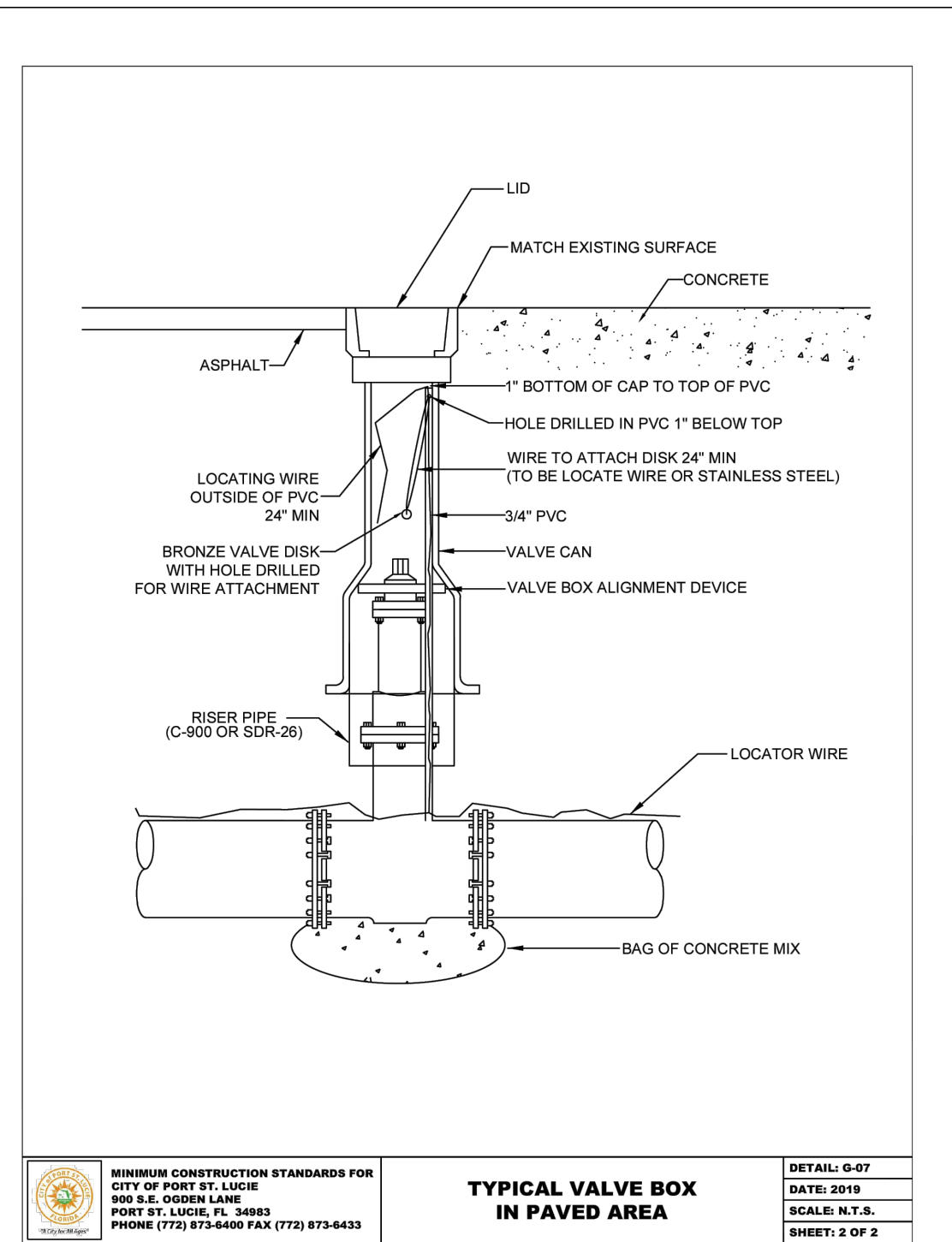
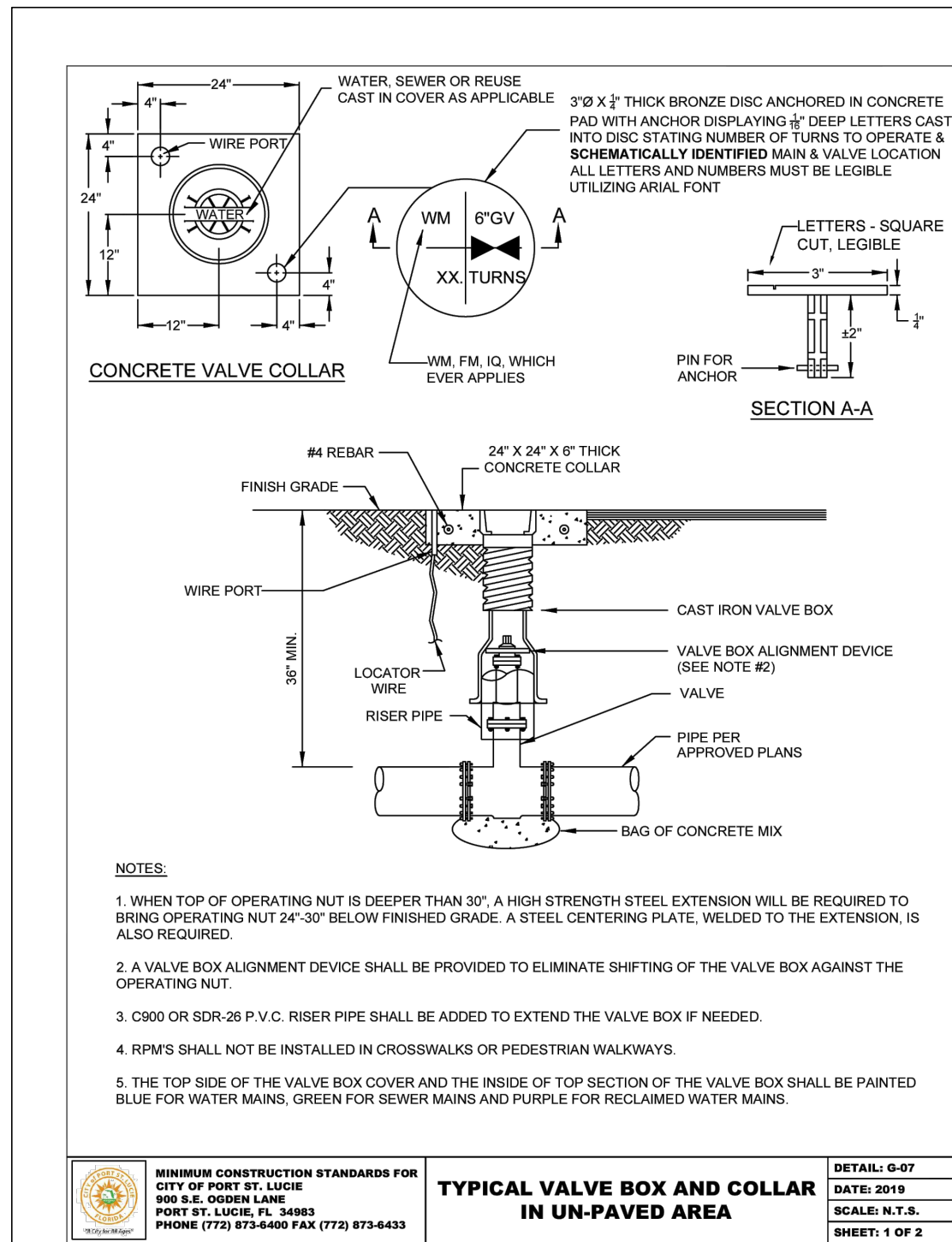
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**TECHNICAL SPECIFICATIONS**

**FOR**

**City of Port St. Lucie Utilities**

**Mariposa 6" Force Main Project**

**Project No 25-0044  
CSDG Project Number 143:002004**

**December, 2023**



**Prepared for**

**City of Port St. Lucie: Utility Systems Department  
900 SE Ogden Lane  
Port St. Lucie, Florida 34983**

**Prepared by**

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(772) 323-2244**

Craig R. Fuller, Professional Engineer, State of Florida, License No. 65605

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**Craig R. Fuller, P.E.  
Florida License 65605**

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Section 01 20 00	Price and Payment Procedures
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**Division 32- Exterior Improvements**

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**Division 33- Utilities**

Section 33 01 10	Flushing Wastewater Main Piping <b>REFERENCE PSL STANDARDS, CHAPTER III</b> (B4-D - Hydrostatic and Leakage), Pigging (B4-C)
Section 33 05 07.13	Trenchless Installation of Utility Piping - HDD
Section 33 05 31.16	PVC Pressure Pipe for Wastewater Systems ( <b>Reference AWWA C900</b> )
Section 33 05 31.18	HDPE Fusible Piping, PE 4710, DR-9 ( <b>Reference</b> <b>ASTM F2160</b> ) - Durawall per PSL requirements.

**Division 40- Process Interconnections**

Section 40 05 61	Gate Valves - <b>PSL Standards</b> Supplier, Clow, Homestead, Kennedy, Dezurik, or Milliken
Section 40 05 78.11	Air Release Valves for Wastewater Service - <b>PSL</b> <b>Standards</b> , ARI-D-020, 2", Channell PH142006C1B5L08A27 Housing
Section 40 05 76.13	Tapping Sleeves and Valves - JCM #6452 316 Stainless Steel Tapping Sleeve

Appendix

Geotechnical Information

Wastewater Permit Application

Public Works Right-of-Way (Excavation) Permit Application

**SECTION 01 00 00**  
**PROJECT REQUIREMENTS**

**PART 1 - GENERAL**

**1.1. Summary**

- A. Please reference City of Port St. Lucie General Conditions for all standard contractual requirements. Where disagreement exists between Technical Specifications and General Conditions, the General Conditions should supersede the specifications except where specific materials of construction are defined within design.
- B. The Contractor shall furnish all labor, superintendence, materials, plant power, light, heat, fuel, water, tools, appliances, equipment, supplies, and means of construction necessary for proper performance and completion of the Work.
- C. The Contractor shall obtain and pay for all necessary local building permits.
- D. The Contractor shall perform and complete the Work in the manner best calculated to promote rapid construction consistent with safety of life and property and to the satisfaction of the Engineer, and in strict accordance with the Contract Documents.
- E. The Contractor shall provide and maintain such modern plant, tools, and equipment as may be necessary, in the opinion of the Engineer, to perform in a satisfactory and acceptable manner all the Work required by this Contract. Only equipment of established reputation and proven efficiency shall be used.
- F. The Contractor shall be solely responsible for the adequacy of his workmanship, materials, and equipment, prior approval of the Engineer notwithstanding.
- G. The Contractor shall clean up the Work and maintain it during and after construction, until accepted, and shall do all Work and pay all costs incidental thereto. They shall repair or restore all structures and property that may be damaged or disturbed during performance of the Work.

- H. The cost of incidental work described in these Project Requirements, for which there are no specific Contract Items, shall be considered as part of the general cost of doing the Work and shall be included in the prices for the various Contract Items. No additional payment will be made therefore.

1.2. Major Divisions of Work

- A. Linear Utilities
- B. Roadway and Earthwork

1.3. Contractor's Responsibilities with Respect to Public Utility Installations and Structures:

- A. Public utility installations and structures shall be understood to include all poles, tracks, pipes, wires, conduits, vaults, manholes, and all other appurtenances and facilities pertaining thereto whether owned or controlled by the Owner, other governmental bodies, or privately owned by individuals, firms, or corporations, used to serve the public with transportation, traffic control, gas, electricity, telephone, CATV, wastewater collection or conveyance, stormwater drainage, potable water, reuse water, or other public or private property which may be affected by the Work shall be deemed included hereunder.
- B. The Contract Documents may contain data relative to existing public utility installations and structures above and below the ground surface. These data are not guaranteed as to their completeness or accuracy and it is the responsibility of the Contractor to make his own investigations to inform himself fully of the character, condition, and extent of all such installations and structures as may be encountered and as may affect the construction operations.
- C. The Contractor shall protect all public utility installations and structures from damage during the Work. Access across any buried public utility installation or structure shall be made to avoid any damage to these facilities. All required protective devices and construction shall be provided by the Contractor at his expense. All existing public utilities damaged by the Contractor shall be repaired by the Contractor, at his



expense. No separate payment shall be made for such protection or repairs to public utility installations or structures.

- D. Public utility installations or structures owned or controlled by the Owner or other governmental body which are shown on the Drawings to be removed, relocated, replaced, or rebuilt by the Contractor shall be considered as a part of the general cost of doing the Work and shall be included in the prices bid for the various Contract Items. No separate payment shall be made therefor.
- E. Where public utility installations or structures owned or controlled by the Owner or other governmental body are encountered during the course of the Work, and are not indicated on the Drawings or in the Specifications, and when, in the opinion of the Engineer, removal, relocation, replacement, or rebuilding is necessary to complete the Work under this Contract, such Work shall be accomplished by the utility having jurisdiction, or such Work may be ordered, in writing by the Engineer, for the Contractor to accomplish. If such work is accomplished by the utility having jurisdiction it will be carried out expeditiously, and the Contractor shall give full cooperation to permit the utility to complete the removal, relocation, replacement, or rebuilding as required. If such work is accomplished by the Contractor, it will be paid for as extra work as provided in the Contract.
- F. The Contractor shall, at all times in performance of the Work, employ acceptable methods and exercise reasonable care and skill so as to avoid unnecessary delay, injury, damage, or destruction of public utility installations and structures; and shall, at all times in the performance of the Work, avoid unnecessary interference with, or interruption of, public utility services, and shall cooperate fully with the owners and Mariposa Elementary School Administrator thereof to that end.
- G. The Contractor shall give written notice to Owner and other governmental utility departments and other owners of public utilities of the location of his proposed construction operations, at least 48-hours in advance of breaking ground in any area or on any unit of the Work.
- H. The maintenance, repair, removal, relocation, or rebuilding of public utility installations and structures, when accomplished by the Contractor

as herein provided, shall be done by methods approved by the owners of such utilities.

#### 1.4. DRAWINGS AND SPECIFICATIONS

- A. Drawings: When obtaining data and information from the Drawings, figures shall be used in preference to scaled dimensions, and large-scale drawings in preference to small-scale drawings.
- B. Supplementary Drawings:
  - 1. When, in the opinion of the Engineer, it becomes necessary to explain more fully the Work to be done or to illustrate the Work further or to show any changes which may be required, drawings known as Supplementary Drawings, with specifications pertaining thereto, will be prepared by the Engineer, and the Contractor will be furnished one (1) complete set of reproducible bond paper plotted sheets (22 inches by 34 inches or 24 inches by 36 inches) and one (1) reproducible copy of the specifications.
  - 2. The Supplementary Drawings shall be binding upon the Contractor with the same force as the Contract Drawings. Where such Supplementary Drawings require either less or more than the estimated quantities of Work, credit to the Owner or compensation therefor to the Contractor shall be subject to the terms of the Agreement.
- C. Specifications: The Technical Specifications consist of three (3) parts: General, Products, and Execution.
  - 1. The General part of a Specification contains General Requirements which govern the Work.
  - 2. The Products and Execution parts modify and supplement the General Requirements by detailed requirements for the Work and shall always govern whenever there appears to be a conflict.
  - 3. All schedules are given for the convenience of the Engineer and the Contractor and are not guaranteed to be complete. The Contractor shall assume all responsibility or the making of estimates of the

size, kind, and quality of materials and equipment included in work to be done under the Contract.

D. Intent:

1. All Work called for in the Specifications applicable to this Contract, but not shown on the Drawings in their present form, or vice versa, shall be of like effect as if shown or mentioned in both. Work not specified in either the Drawings or in the Specifications, but involved in carrying out their intent or in the complete and proper execution of the Work, is required and shall be performed by the Contractor as though it were specifically delineated or described.
2. Any work or materials not otherwise included in the Specifications shall be completed using the best general practice and be of the best quality material and workmanship.

E. Contractor Responsibilities:

1. The Contractor shall verify all dimensions, quantities, and details shown on the Drawings, Supplementary Drawings, schedules, Specifications, or other data received from the Engineer, and shall notify him of all errors, omissions, conflicts, and discrepancies found therein.
2. Failure to discover or correct errors, conflicts, or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory work, faulty construction, or improper operation resulting therefrom, nor from rectifying such conditions at their own expense. The Contractor will not be allowed to take advantage of any errors or omissions, as full instructions will be furnished by the Engineer, should such errors or omissions be discovered.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 Minimum Qualifications

- A. Contractor Project Manager shall have at least 10 years of experience with similar installations (Open Cut, HDD of Fusible HDPE) of linear utility installation and minor Roads and Drainage.
- B. Contractor must have at least 5 similar projects within the previous 5 years.
- C. Subcontractor's performing HDD must have a minimum of 5 years' experience with 5 similar projects installing systems similar to those required for this Project with a minimum size of 4-inches.
- D. Evidence of minimum qualifications must be submitted with Bid documents. If any of the above minimum qualifications are not met, bidder will be determined to be non-responsive. The CITY reserves the right to waive requirement(s) if bidders are non-responsive but items can be remedied with clarification.

END OF SECTION

**SECTION 01 01 00**  
**SUMMARY OF PROJECT**

**PART 1 - GENERAL**

**1.1. WORK COVERED BY CONTRACT DOCUMENTS**

- A. This Contract is for the installation of 6-inch piping within the right of way and proposed easements crossing Mariposa Avenue and terminating within Lennard Road. The Work consists of furnishing all labor, equipment, and materials for the construction of the facilities consisting of, but not limited to, the following:
1. Horizontal Directional Drills (HDD) as defined in the plans.
  2. Open cut installation and repairs to pavement and concrete as defined in the plans.
  3. Wet taps as defined in the plans.
  4. Grout filling and abandoning existing piping identified in plans.
  5. Maintenance of Traffic and Maintenance of Drainage, provided by Contractor.

**1.2. PROJECT SEQUENCE**

- A. The Contractor shall establish their work sequence based on the design, and the use of crews to facilitate completion of construction and testing within the specified Contract Time(s). The Contractor will be required to maintain operation of the force mains during construction of the proposed force mains. Outages should be limited and identified at least two weeks in advance. Tapping of existing main shall be through a proposed wet tap, keeping the existing main in service except for the periods needed for adding a new in-line valve for blowoff of the well.
- B. A preliminary proposed sequence is provided within Section 01 30 00 Administrative Requirements.

- C. The proposed project sequence, including Contractor's plans for provision of temporary facilities, shall be submitted to the Engineer prior to construction.
- D. The Contractor will be required to meet the substantial and final completion dates as stated in the Contract.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

**SECTION 01 20 00  
PRICE AND PAYMENT PROCEDURES**

**PART 1 - GENERAL**

1.1 SECTION INCLUDES

- A. Incidental Work (1.02)
- B. Procedures for Measurement (1.03)
- C. Unit Prices (1.04)

1.2 INCIDENTAL WORK

Incidental Work items are items, specifically identified or not, that are an integral part of the completed project as required under the Contract Documents for which separate payment is not made. These items consist of the following, but not limited to:

- A. Bonds, insurance, schedules, shop drawings, warranties, and other required submittals.
- B. Permits not obtained by the Owner
- C. Transport and disposal of excess material and demolition debris.
- D. Dewatering of trenches and other excavations, including all materials, equipment and labor.
- E. Attendance and participation at one (1) public meeting, preconstruction meeting, and progress meetings.
- F. Preparation of a construction sequencing plan.
- G. Utility crossings and minor relocations unless payment is otherwise made under other items.
- H. Repair or replacement of existing culverts, underdrains, irrigation systems, drainage facilities, utilities, and other facilities impacted by construction.
- I. Dust and erosion control, including the cost for implementing and maintaining controls and a Stormwater Pollution Prevention Plan (SWPPP) for the project.
- J. Final grading and final/temporary right-of-way restoration not included within other payment sections. All materials and Work for right-of-way restoration shall be in accordance with FDOT Standard Specifications for Road and Bridge Construction, latest edition.
- K. Horizontal and vertical survey control and construction staking and surveying.

- L. Repair and restoration of property, including the removal and replacement of fences, guard rails, curbs, structures, signs, pavement markings, utility poles, mailboxes, and other items impacted by construction. All plants, shrubs, and trees damaged or removed by the Contractor's operations shall be replaced in like kind.
- M. Holding/supporting of power poles and relocation of guywires.
- N. Materials, labor, and equipment required to comply with the Occupational Safety and Health Administration (OSHA) trench excavation safety standards and the Florida Trench Safety Act.
- O. Materials, labor, and equipment necessary to protect the structural integrity of existing paved roadways. Incidental damage to paved roadways, including damage to the existing sub-base, base, asphaltic concrete pavement and/or flowable fill outside the limits of excavation and repair identified in the Drawings, shall be restored/repared at the Contractor's sole expense to the satisfaction of the Owner.
- P. Materials, labor, and equipment necessary to protect the integrity and operation of existing utilities. Any damage to existing utilities shall be repaired/replaced at the Contractor's sole expense to the satisfaction of the Owner.
- Q. Materials, labor, and equipment necessary to for the relocation and re-installation of the existing fire hydrants including installation of all fittings needed as shown on the contract documents. Any damage to existing utilities shall be repaired/replaced at the Contractor's sole expense to the satisfaction of the Owner.
- R. Materials, labor, and equipment for temporary sample points and construction water supply, including the cost of the water supplied by the City or other utility.
- S. Connections to existing water mains/water distribution systems, including coordinating the connection with the Owner to avoid and/or minimize disruptions to the existing system, unless payment is otherwise made under other items.
- T. On-going and final cleanup.
- U. Project record documentation, including the provision of "as-built" drawings certified by a registered landsurveyor.
- V. All other items required for completion of the Contract.

### 1.3 PROCEDURE FOR MEASUREMENT

- A. For lump sum items, payment shall be made based on the lump sum prices set forth in the Bid Proposal based on level of completed work as determined by the accepted Schedule of Values.



- B. For field measure unit-price items, payment shall be based on the actual amount of work accepted and for the actual amount of materials in place, as shown by the final measurements.
  - 1. All units of measurement shall be standard United States convention as applied by the specific items of work by tradition and as interpreted by the Engineer.
  - 2. After the work is completed and before final payment is made, the Engineer will make final field measurements to determine the quantities of various items of work accepted as the basis for final settlement.

#### 1.4 UNIT PRICES

- A. Item Nos. 1 - PVC Force Main (LF)
  - 1. Force Main shall be paid at the Contract Unit Price per foot for each type and size installed. The measurement shall be made in place along the centerline of the pipe to the nearest linear foot.
  - 2. The Contract Unit Price shall be full compensation for furnishing all material, labor, equipment, and tools required to install the pipe. The Contract Unit Price shall also include, but is not limited to, pipe, hardware, couplings, restraints, tracer wire, marker tape, above-ground markers, pigging, flushing and cleaning, pressure testing, density testing, dewatering, excavation, bedding, backfilling, final grading, coordination with other utilities; and all other incidental items of Work not paid for under other items.
  
- B. Item Nos. 2-7 - Fittings(EA)
  - 1. Fittings shall be paid at the Contract Unit Price for each fitting installed of the size and type identified.
  - 2. The Contract Unit Price shall be full compensation for furnishing all material, labor, equipment, and tools required to install the fittings. The Contract Unit Price shall also include, but is not limited to, fittings, joint restraints, hardware, dewatering, excavation, bedding, backfilling, final grading, coordination with other utilities; and all other incidental items of Work not paid for under other items.
  
- C. Items Nos. 8-10 - Valves and Appurtenances (EA)
  - 1. Valves and Appurtenances shall be paid at the Contract Unit Price for each valve installed of the size and type identified.
  - 2. The Contract Unit Price shall be full compensation for furnishing all material, labor, equipment, and tools required to install the valves. The Contract Unit Price shall also include, but is not limited to, valves, valve boxes, joint restraints, hardware, dewatering, excavation, bedding, backfilling, final grading, coordination with other utilities; and all other

incidental items of Work not paid for under other items.

- D. Item No. 11 - Tapping Sleeve and Valve (Wet Tap) (EA)
1. Tapping Sleeve and Valve shall be paid at the Contract Unit Price for each wet tap connection installed.
  2. The Contract Unit Price shall be full compensation for furnishing all material, labor, equipment, and tools required to install the tapping sleeve and valve. The Contract Unit Price shall also include, but is not limited to, tapping sleeve, tapping valve, valve operators, valve extension stems and valve boxes, all necessary adapters, couplings, and appurtenances to make the final connection, valve boxes, joint restraints, hardware, dewatering, excavation, bedding, backfilling, final grading, coordination with other utilities; and all other incidental items of Work not paid for under other items.
- E. Item Nos. 12 -Horizontal Directional Drills(LF)
1. Horizontal Directional Drills (HDD) shall be paid at the Contract Unit Price per foot for each type and size installed. The measurement shall be made in place along the centerline of the pipe to the nearest linear foot.
  2. The Contract Unit Price shall be full compensation for excavation and backfill of boring pits and receiving pits, dewatering, containment and disposal of drilling mud, furnishing and installing fusible HDPE pipe and fittings, furnishing and installing all couplings, seals and sheeting, joining of fusible HDPE pipe in accordance with manufacturers requirements, furnishing and installing all tracer wire, flushing, pigging, cleaning, pressure testing, disinfection of potable water lines, coordination with other utilities; and all other incidental items of Work not paid for under other items. Any necessary temporary piping, fittings, valves, and appurtenances shall be included.
- F. Item No. 13 - Sodding(SY)
1. Sod shall be paid at the Contract Unit Price per square yard of area disturbed. This is based on the length proposed for piping multiplied by 3 yards wide for piping at entry/exit and for open cut installations. The measurement shall be made in place along the horizontal center line of the installed pipe where it intersects the limits of the disturbed sod. All other areas that have been disturbed by contractor and not directly related with the pipeline construction shall be restored to equal or better condition including disturbed sod type. No additional compensation shall be allowed and this area is not included in the measurement. These items are related to laydown areas or areas for mobilization, and shall be paid for as part of General Conditions/Mob/Demob.
  2. The Contract Unit Price shall be full compensation for restoration of

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disturbed sod, supplying and installing sod, ground preparation, fertilizer, equipment, water, and all other incidental items of Work not paid for under other items. Sod type shall match the existing predominate type. All areas of this item disturbed due to the Contractor's operations which are not along the center line of the pipe construction shall also be satisfactorily repaired at no additional cost to the Owner.

G. Item No. 14 - Asphalt Pavement Roadway/Driveway Removal and Replacement (SY)

1. Asphalt Pavement Removal and Replacement shall be paid at the Contract Unit Price per square yard. The measurement shall typically be made in place along the horizontal center line times the width of the trench plus adjacent work area at top of bank of the installed pipe and where it intersects the limits of the saw cut pavement. All other areas that been disturbed by contractor and not directly related with the pipeline construction shall be restored to equal or better condition including damage pavement. No additional compensation allowed.
2. The Contract Unit Price shall be full compensation for saw cutting, removing and disposing of existing roadway or driveway material, furnishing and installing sub-base material or placing excavatable flowable fill, base, and asphalt material in accordance with the FDOT standards, installing any necessary sealer or tack coat, furnishing and installing pavement markings to match existing, repair or replacement of damaged curb and gutter, and all other incidental items of Work not paid for under other items. All areas of this item disturbed due to the Contractor's operations which are not along the center line of the pipe construction shall also be satisfactorily repaired at no additional cost to the Owner. All materials and Work shall be in accordance with FDOT Standard Specification for Road and Bridge Construction, latest edition and City of Port St. Lucie Roads and Bridges.

H. Item No. 15 - Asphalt Pavement Mill and Resurface (SY)

1. Asphalt Pavement Mill and Resurface shall be paid at the Contract Unit Price per square yard. Measurement shall be to the nearest square yard over the milled work area. Milled roadways shall be resurfaced to provide the same width, length and grade as the original roadway. Any pavement striping or markings that are removed in the milling process shall be replaced in kind at the original location after resurfacing.
2. The Contract Unit Price shall be full compensation for milling asphalt roadways to the depth specified in the Drawings, removal and disposal of the milled asphalt material as directed by Port St. Lucie, furnishing materials and labor to broom and tack coat the milled surface, furnishing

and installing asphalt paving materials, costs incurred for demobilization or remobilization and all other incidental items of Work not paid for under other items. Reclaimed asphalt millings shall remain the property of the City of Port St Lucie if so desired. Demobilization from the work area to provide for material procurement or material cure time shall not constitute grounds for a claim for remobilization. All Work shall be in accordance with FDOT Standard Specification for Road and Bridge Construction, latest edition and City of Port St. Lucie Transportation.

- I. Item No. 16 - Concrete Driveway Removal and Replacement (SY)
  - 1. Concrete Pavement Removal and Replacement shall be paid at the Contract Unit Price per square yard. All driveways shall be replaced to the same width, depth, and grade as the original. The limit of concrete driveway removal and replacement shall extend from the edge of the street or first existing expansion joint towards the street to the edge of the existing headwalls or the first existing expansion joint outside of the limits of the Contractor's excavation. If the Contractor damages any existing driveway or headwall outside of these limits, the damage shall be replaced at the Contractor's expense. No additional compensation allowed.
  - 2. The Contract Unit Price shall be full compensation for removing and disposing of the existing driveway material, furnishing, backfilling, and compacting sub-base material, saw cutting existing driveways where required, furnishing, installing and removing all formwork, furnishing and installing all expansion joints, reinforcing, and concrete, furnishing and installing all base material, and all other incidental items of Work not paid for under other items.
  
- J. Item No. 17 - Concrete Sidewalk Removal and Replacement (LF)
  - 1. Concrete Sidewalk Removal and Replacement shall be paid at the Contract Unit Price per linear foot of sidewalk disturbed within 10 feet of the center line of installed pipe. All sidewalks shall be replaced to the same width, depth, and grade as the original.
  - 2. The Contract Unit Price shall be full compensation for removing and disposing of the existing sidewalk material, furnishing and installing all material to restore the sidewalk to original depth and width, repair of all areas disturbed, and all other incidental items of Work not paid for under other items. All areas of this item disturbed due to the Contractor's operations which are not along the center line of the pipe construction shall also be satisfactorily repaired at no additional cost to the Owner.
  
- K. Item Nos. 18 - Abandonment of Existing Pipe (LF)
  - 1. Abandonment of existing force main shall be paid at the Contract Unit

Price per linear foot for each size grout filled and abandoned in place. The measurement shall be made in place along the centerline of the pipe to the nearest linear foot. Payment shall also include the grouting of the annular space between the water main and the steel casing for roadway crossings, including both end caps, per section of pipe abandoned.

- 2 The Contract Unit Price shall be full compensation for: excavation; dewatering; backfill; furnishing and installing non-shrink grout; and all other incidental items of Work not paid for under other items. Non-shrink grout shall be "Flowable Fill" Controlled Low Strength Material (CLSM) and shall be produced using a stable air generator designed for use with CSLM mixes. Use Rheofill by Master Builders, or equal. All material, including air generator, shall be mixed at the ready plant. Mix design shall be designed to produce a maximum 500 pounds per square inch compressive strength at 28 days. The existing main shall not be grouted until all final connections to the new main have been made by the Contractor. The Contractor shall be responsible for coordinating the Work with the City to minimize disruptions to the existing system. The Contractor shall also provide surveyed record drawings showing the locations of grouted lines. The surveyed points shall consist at a minimum the locations where the abandoned lines were cut, capped, and excavated.

L. Item No. 19 - Clearing and Grubbing (LS)

- 1 Clearing and Grubbing shall be paid at the Contract Lump Sum Price. Contract Lump Sum Price shall be full compensation for complete clearing and grubbing of proposed force main sites, including easements, but only for proposed areas disturbed. Item shall be billed based on percentage complete.

M. Item No. 20 - Maintenance of Traffic (MOT) (LS)

- 1 Maintenance of Traffic shall be paid at the Contract Lump Sum Price, per project area. Contract Lump Sum Price shall be full compensation for: furnishing, installing, maintaining and removing all necessary temporary signs, stripping, signals, lights, barricades, and other required traffic control devices; providing flaggers as required; preparing MOT plans, completion and submission of lane and road closure forms required by the City of Port St. Lucie, and all other incidental items of Work not paid for under other items. The MOT shall be consistent with the sequence of construction plan. The contractor shall provide a MOT plan for the entire project seven (7) days prior to the preconstruction meeting to be reviewed and approved by City of Port St. Lucie Roads and Drainage Division. All cost associated with the MOT shall be inclusive and should be on a LS basis, per project area. All materials and Work shall be in accordance with City of Port St. Lucie Roads and Drainage Division., FDOT Manual of Uniform Traffic Control Devices, and FDOT Roadway and Traffic

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Design Standards, Index No. 600 Series, latest edition.

- N. Item No. 21 – Prevention, Control, and Abatement of Erosion/Water Pollution (LF)
1. Prevention, Control, and Abatement of Erosion/Water Pollution shall be paid at the Contract at the Contract Lump Sum Price, per project area. Contract Lump Sum Price shall be full compensation for silt fence/erosion control barrier type installed, including floating turbidity barrier and inlet protection.
  2. The Work for this Item shall include all regulatory permitting including NPDES for General Permit for Construction Activities, preparation of the erosion and sediment control plan, all labor, materials, testing, and equipment necessary for the prevention, control, and abatement of erosion and water pollution related to the construction of the pipeline as required by the Contract Documents and in accordance with the Standard Details. Payment shall be full compensation for furnishing all labor, materials and equipment to install, maintain, and remove erosion control measure during the entire time length of the project, including all other incidental items of Work not paid under other items.
- O. Item No. 22- Mobilization/Demobilization and General Conditions (LS)
1. Mobilization shall be paid at the Contract Lump Sum Price. Contract Lump Sum Price shall be full compensation for: furnishing, installing, maintaining and removing all necessary personnel and temporary office equipment at site during project. Mobilization shall cover all general conditions for the project excluding items specifically noted elsewhere and shall be billed based on a percentage of project complete basis, excluding first month which shall be a maximum of 10% of Item 22's price. Item 22, also known as General Conditions, shall be a maximum of 12% of total contract price.
- P. Item No. 23- Holding of Power Poles(EA)
1. Holding of Power Poles shall be paid for each pole anticipated to be held, not for days held, on Each Pole Held basis. Contract price shall be full compensation for: holding, coordination with power, maintaining pole, and keeping a safe work zone in the area.
- Q. Items No. 24-26 –Pavement Markings (LF)
1. Pavement Markings shall be paid at the Contract Unit Price per linear foot. Measurement shall be to the nearest foot over the area milled. Any pavement striping or markings that are removed in the milling process shall be replaced in kind at the original location after resurfacing and paid as part of these items.

- 2 The Contract Unit Price shall be full compensation for furnishing and installing striping and markings and all other incidental items of Work not paid for under other items. Demobilization from the work area to provide for material procurement or material cure time shall not constitute grounds for a claim for remobilization. All Work shall be in accordance with FDOT Standard Specification for Road and Bridge Construction, latest edition and City of Port St. Lucie Transportation.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

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**SECTION 01 30 00**  
**ADMINISTRATIVE REQUIREMENTS**

**PART 1 - GENERAL**

1.1 SECTION INCLUDES

- A. Pre-Construction Meeting.
- B. Project Progress Meetings.
- C. Construction Sequencing Plan.
- D. Maintenance of Traffic Plan.
- E. Submittal Procedures.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

3.1 PRE-CONSTRUCTION MEETING

- A. Engineer and/or Owner will have the responsibility of scheduling the pre-construction meeting with Contractor. The pre-construction meeting may be scheduled as soon as possible after the noticed of award. At the pre-construction meeting, the "Notice to Proceed" may be issued to Contractor by Owner. Following is a suggested agenda:



1. List of subcontractors and suppliers
2. Projected construction schedules
3. Critical work sequencing
4. Major materials/equipment deliveries and priorities
5. Project coordination and designation of responsible personnel from each party
6. Procedures and processing of:
  - a. Field decisions
  - b. Proposal requests
  - c. Submittals
  - d. Application for payment
  - e. Schedule of Values
7. Procedures for maintaining up-to-date field record documents
8. Miscellaneous items:
  - a. Use of premises
  - b. Security
  - c. Safety
  - d. Construction facilities
  - e. First-aid
9. Substantial completion
10. Final completion and project close-out

### 3.2 PROJECT PROGRESS MEETINGS

- A. Engineer and/or Owner will schedule regular monthly project progress meetings with Contractor and will hold called meetings as required by the progress of the Work. These meetings will be held at the City of Port St. Lucie Utilities Office (900 SE Ogden Lane, Port St. Lucie, FL 34983) and may be held over Zoom/Teams or other video conferencing media.
  1. Attendees:
    - a. Engineer
    - b. Engineer's resident project representative
    - b. Owner's project manager
    - c. Contractor's superintendent
    - d. Subcontractors
    - e. Major equipment suppliers
    - f. Others as required by Owner and/or Contractor
    - g. Port St. Lucie:
      - Utilities Division,
      - Roads and Drainage Division
  2. Agenda:
    1. Review and approval of minutes of previous meeting
    2. Review of work progress since previous meeting
    3. Field observations, problems, and/or conflicts

- 4 Review of construction schedule and any revisions to the schedule
- 5 Plan progress, schedule, during succeeding work period
- 6 Review submittal schedules; expedite as required
- 7 Estimates for periodic payment request
- 8 Other relative business

### 3.3 CONSTRUCTION SEQUENCING PLAN

A. Contractor shall prepare and submit a construction sequencing plan at least 7 days prior to the pre-construction meeting for Engineer and City approval. The sequencing plan shall include a narrative approach on how the Contractor will construct the project minimizing interruption to the system. No additional compensation will be allowed. A cursory sequencing plan is provided below which emphasizes continuity of service to all customers. The plan provided below is provided as a guideline only and is not for reliance by the contractor. The contractor is expected to provide a plan with similar detail as a required submittal prior to release of a Notice to Proceed and to provide detail within their schedule in regard to the implementation of that plan. A cursory sequencing plan for construction of the projects is as follows:

#### B. Force Main Project Construction

1. Construct proposed 6-inch fusible HDPE main sections via HDD. Locating of existing utilities in proximity of each terminus is vital and necessary prior to construction, along with the 811 One Call.
2. Laydown and construction of the fusible HDPE is intended to be within the existing and proposed right-of-way along Mariposa. The entire length of HDPE is not intended to be fused together prior to pullback operation to limit blocking of driveways.
3. After completion of fusible HDPE, proposed fittings and valves are proposed to be installed within the new main, along with the wet tap of the existing force main. This should also allow pressure testing of the mains within each sections.
4. After pigging main, from the Southeast, with an existing water source and confirm line is flushed, connecting for use.
5. After connection, and main is in service, the existing force main to be abandoned shall be grout filled.
6. Complete reconstruction of existing roadway crossings, including final paving, grading, and drainage.

### 3.4 MAINTENANCE OF TRAFFIC PLAN

A. Contractor shall prepare and submit a Maintenance of Traffic (MOT) plan. The MOT plan shall comply with the City Roads and Drainage and Florida Department of Transportation (FDOT) permits, as applicable, and Section 01 55 26 - Traffic Control. The MOT shall be consistent with the construction

sequencing plan. The Contractor shall provide a MOT plan for the entire project at least 7 days prior to the pre-construction meeting to be reviewed and approved by City of Port St. Lucie Roads and Drainage.

### 3.5 SUBMITTAL PROCEDURES

- A. Submittals shall be transmitted with a transmittal form identifying the date of submission; project title and number; and names of Contractor, subcontractor, major supplier, and manufacturer. Pertinent drawing sheet and detail number, and Specification section number, as appropriate, shall be identified. Submittals shall only be accepted from the Contractor.
- B. Shop drawings and product data submittals shall be assigned a sequential number for ease in identification. Re-submittals shall retain the assigned number with an alphabetic suffix.
- C. Drawings contained in shop drawing submittals shall be presented in a clear and thorough manner. Details shall be identified by reference to drawing and detail number, and Specification section number. Minimum drawing sheet size shall be 8-1/2 inches by 11 inches.
- D. Contractor shall submit the shop drawings and product data submittals in PDF format allowing for comments to be directly attached to the documents.

END OF SECTION

**SECTION 01 33 00**  
**SUBMITTAL PROCEDURES**

PART 1 - GENERAL

1.01 TYPES OF SUBMITTALS

- A. Construction Schedules: The Contractor shall prepare and submit to the Owner and Engineer, prior to the Preconstruction Meeting, a construction schedule showing the proposed dates for starting and completing each of the various work activities in each sub-project areas. The schedule shall be in the form of a Critical Path Method schedule with a representation of costs by months.
1. The Contractor shall provide monthly schedule updates and biweekly look ahead schedules if requested by the Owner.
  2. Construction schedule shall show proposed dates for submittals and their expected return dates.
  3. Construction schedule shall show proposed dates for road, sidewalk, and driveway closures.
  4. Construction schedule shall include proposed sequencing in regard to the timing of partial line clearances, tie-in of the system to existing points of connection, installation of all service connections, and removing and abandoning of existing water mains.
- B. The Contractor shall submit a schedule of values within fifteen (15) calendar days after award of the Contract, provided that Contractor proposes to use prices other than those on the bid form as the unit prices for change orders.
- C. Manufacturer's data shall include all standard published information describing products, systems, methods and performance. Include manufacturer's name and address, and associations with which manufacturer of their products comply.
- D. Shop drawings and schedules shall include items, products, materials, methods, anchorages, details, or any other information required to fabricate items of the Work and complete the installation which is not specifically stated or described on manufacturer's data. Shop drawings shall specifically address the Work of this project.
- E. Installation instructions shall include all information required from a manufacturer or fabricator to have their product installed. This may be included as a shop drawing if such are required.
- F. Warranties and Guarantees required by the Contract Documents shall begin on the official date of acceptance of the project or any portion thereof, into which the

warranted or guaranteed item was installed, constructed, or otherwise made operational. All warranties and guarantees shall be in effect for a minimum of two years unless specified for a longer period. Include all specific items covered, company names and addresses, and names of persons authorized to warrant or guarantee item(s) if not a blanket coverage.

- G. Certifications and test reports of products, materials, and performance for compliance with specified requirements shall specifically address the Work and shall contain the name or signature and address of persons authorized to make such certifications.
- H. Evidence of compliance to instructions shall be copies of transmittal letters or letter of verification duly signed by authorized persons.
- I. Operation and Maintenance Manuals, if applicable, shall include all literature required to properly operate and maintain any equipment installed in the Work and shall include names and addresses of manufacturers and authorized service and/or parts representatives, and dealers and shall be delivered on or before date of beneficial occupancy. Complete requirements of Operation and Maintenance Manuals.
- J. Samples required shall be as specified and shall include identifications of the specific item and specification section to which the sample applies.

## 1.02 SUBMITTALS

- A. All submittals shall be in PDF format with the exceptions of final .DWG files and sample materials, when required.
- B. As soon as practicable after the date of execution of the Owner/Contractor Agreement and within 60 days, the Contractor will make all required submittals.

## 1.03 REVIEW OF SUBMITTALS

- A. All submittals required by the Contract Documents shall be sent to the Port St. Lucie Utilities Project Manager or designee, such as Engineer.
- B. Submittals to be returned for the Contractor's use will be processed and emailed to the Contractor within 14 days of receipt of each submittal by the Port St. Lucie Utilities Project Manager or designee.
- C. Review of submittals is only for conformance with the design concept of the project or Work and does not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents nor from responsibility for errors and omissions in the submittals.

- D. Submittals received without the Contractor's signed "Checked and Approved" stamp on each copy will be Returned Without Action (RWA) and noted as such.
- E. Any submittals or portions thereof not properly identified as to functions or specific items on the drawings and applicable specification section number will be returned without action (RWA) and noted as such.
- F. Any submittals or portions thereof which are processed and returned to the Contractor will be marked "No Exception Taken", "Revise and Resubmit", or "Rejected". A finding of "No Exceptions Taken" does not relieve the Contractor of the responsibility to ensure that the products submitted will meet the intent of the design.
- G. Submittals which refer to information or data not included in the submittal (excluding the Contract Documents) will not be checked.

#### 1.04 WRITTEN DOCUMENTS

- A. All written documents including letters, letters of transmittal and request, generated by the Contractor shall be on standard letter or legal size paper and include Contractor name, Port St. Lucie Utilities' project name and number, date and must be signed by authorized personnel.
- B. Letters of transmittal whether written or of standard form, shall also clearly identify each part of the submittal with specification section number and drawing number and indicate the number of copies of each part. Letter requesting substitutions shall contain the same information.
- C. All submittals for approval shall be individually numbered by the Contractor in sequence of order of submission. Resubmittal of revised submittals shall bear the same numbers and be clearly marked Resubmittal No. .

#### 1.05 COLORS

- A. The Port St. Lucie Utilities Project Manager or designee, in noting and marking submittals, will use the color red.
- B. The Contractor, in noting and marking submittals shall use the color green or red.

#### 1.06 ON-SITE RECORDS

- A. Contractor shall have at least one set of complete, approved submittals and shop drawings on the job site at all times when such work is in progress.

END OF SECTION

**SECTION 01 55 26  
TRAFFIC CONTROL**

**PART 1 - GENERAL**

1.1 SECTION INCLUDES

- A. Reference Standards.
- B. Maintenance of Traffic Plan.
- C. Maintaining Traffic.
- D. Signs, Signals and Devices.
- E. Road and Lane Closing.
- F. Traffic Signs and Signals.

1.2 RELATED SECTIONS

- A. Section 01 30 00 – Administrative Requirements.

1.3 REFERENCE STANDARDS (Most Recent Standards)

- A. Manual on Uniform Traffic Control Devices – USDOT FHWA
- B. Roadway and Traffic Design Standards -FDOT
- C. Policy on Geometric Design of Highways and Streets (Green Book) - AASHTO
- D. Plans Preparation Manual (PPM) – FDOT
- E. Standard Specifications for Road and Bridge Construction (SSFR & BC) –FDOT
- F. Roadside Design Guide - AASHTO

1.4 MAINTENANCE OF TRAFFIC PLAN

- A. At least 7 days prior to the pre-construction meeting, Contractor shall submit for review and approval by City of Port St. Lucie Roads and Drainage Division, a Maintenance of Traffic (MOT) plan for all operations conducted within the right of way as required by permit or within 20 feet of the edge of the travel way if



operations are outside the right of way. MOT shall conform to City and FDOT requirements.

- B. Contractor shall designate a Worksite Traffic Supervisor responsible for implementation and ongoing operation of the MOT Plan. The name and 24 hour phone numbers for the Worksite Traffic Supervisor shall be provided to the Owner and Engineer.

## **PART 2 - PRODUCTS**

Not Used

## **PART 3 - EXECUTION**

### **3.1 MAINTAINING TRAFFIC**

- A. Contractor shall be responsible for maintaining traffic flow and providing a safe work zone for construction workers, motorists and pedestrians. Contractor will avoid inhibiting traffic flow through the work zone as much as possible.
- B. When an existing pedestrian or bicycle way is located within the work zone, accommodation shall be maintained including provisions for the disabled.
- C. Contractor shall provide access for local traffic to property along the project by means of temporary roads, drives, culverts or other means approved by City. The Contractor shall grade, add surfacing materials, and dust palliatives to such temporary roads and drives as necessary for the proper maintenance of traffic.
- D. Where the shoulder is used to maintain traffic, the shoulder shall be graded, surfaced, treated for dust, constructed, or reconstructed, as specified herein or as shown on the Plans. If the construction work is suspended due to weather conditions or for any other reason, sufficient labor, materials and equipment shall be ready for immediate use at all times for the proper maintenance of traffic. Surfacing materials and dust palliatives shall be applied at such times and locations and in such amounts as directed by the Engineer.

- E. Where shoulders are low, high, soft or rough, adequate provisions shall be taken to inform and protect the traveling public by means such as construction warning signs, barricades, lighted devices, etc. Such shoulder hazards shall be eliminated as soon as practicable.
- F. Contractor shall provide properly trained flaggers to regulate traffic when required by the MOT Plan.

### 3.2 SIGNS, SIGNALS, AND DEVICES

- A. All traffic control devices used in FDOT rights of way shall be included on the FDOT Qualified Products List (QPL).
- B. The Contractor shall furnish, erect and maintain all work zone warning and regulatory signs, barriers, channelizing and lighting devices, temporary pavement marking, and traffic regulators, in accordance with the requirements of the most recent "Manual of Uniform Traffic Control Devices" (14.15.010, F.A.C.), FDOT Roadway and Traffic Standards Index 412 through 417, 600 through 670, and FDOT SSFR & BC Section 1.02 as appropriate.
- C. Flaggers shall be equipped with high visibility safety apparel and hand signaling devices in accordance with the requirements of the most recent "Manual of Uniform Traffic Control Devices" (14.15.010, F.A.C.), FDOT Roadway and Traffic Standards Index 600.
- D. Contractor shall remove temporary traffic control devices to a location outside the clear zone when work is completed or the devices are no longer required to protect traffic from hazards.
- E. Failure to comply with these requirements may be cause to issue a stop Work order, which shall remain in effect until all necessary devices are in place and operational. The issuance of a stop Work order shall not be reason for granting additional compensation or extension to the Contract time.

### 3.3 ROAD AND LANE CLOSING

- A. No street, road or section thereof shall be closed to through traffic unless otherwise provided for on the Plans, Specifications, or authorized by CITY or FDOT with jurisdiction over the roads. Prior to closing a street, road, or section thereof, the Contractor shall provide the Engineer with a copy of a detour, diversion, lane shift or lane closure plan approved by City or FDOT, as applicable.

- B. In the event roads or streets are to be closed, the Contractor shall notify daily the local fire department, police department, local road authority, ambulance and emergency services, City, public transit authority, public school system, and post office what streets will be partly blocked or closed, the length of time the streets will be blocked or closed and when the streets will be reopened to traffic. The Contractor shall designate one responsible employee to carry out the requirements of this condition.

#### 3.4 TRAFFIC SIGNS AND SIGNALS

- A. No traffic sign, traffic control signal or warning device shall be taken down, covered or operation disabled or altered until the City or FDOT having jurisdiction over the road and device has approved the action and arrangements for the temporary devices and a schedule for reinstallation has been defined.
- B. The Contractor shall provide temporary signs, traffic control devices, warning devices, or watchmen continuously from the time the item is removed until it is reinstalled. All signs removed shall be replaced with signs meeting requirements of the City or FDOT, as applicable.

**END OF SECTION**

**SECTION 01 70 00  
EXECUTION AND CLOSEOUT REQUIREMENTS**

**PART 1 - GENERAL**

1.1 SECTION INCLUDES

- A. Project Record Documents.
- B. Operation and Maintenance Data.

1.2 SUBMITTALS

- A. Project Record Documents: Submit documents to Engineer with claim for final Application for Payment.
- B. Operation and Maintenance Data:
  - 1. Submit PDF of all devices including in project utilizing individual information from manufacturers and approved and installed materials.
  - 2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
  - 3. Submit one PDF of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Engineer comments. Revise content of all document sets as required prior to final submission.
  - 4. Submit PDF of revised final documents in final form within 10 days after final inspection. The sets shall include a CD with the digital files (PDF) of the final documents.
  - 5. Note that complete information on valves, including size, turns, manufacturer, type, and model shall be supplied within As-Built/Record Drawings.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

3.1 PROJECT RECORD DOCUMENTS

- A. Record drawing information shall be maintained continuously by Contractor as construction progresses. Contractor retains full responsibility to ensure the

record information is gathered and recorded as outlined in the Contract Documents.

- B. Each document shall be labeled "RECORD DRAWINGS" in large printed letters, and shall include Contractor's name and the person's name responsible for maintenance of current data on the record drawings.
- C. Record drawing information shall be kept current with construction progress.
- D. Contractor shall keep an accurate record of the location, size, and material for all piping, pipe casings, and changes in equipment dimensions and other variations between the work actually provided and that shown on the Contract Drawings. The representation of such variations shall conform to standard drafting practices and shall include such supplementary notes, legends, and details as may be necessary for legibility and clear portrayal of the construction.
- E. Final alignment, elevations, invert elevations, and locations are to be supplied by Contractor. Final location of buried facilities shall be identified by reference to at least two permanent above-grade structures/reference points. Elevation data shall be provided at all fittings, valves, and ends of casings, and at 250 ft. intervals along mains.
- F. No work shall be concealed or buried until the required information is gathered and recorded.
- G. Upon completion, Contractor shall have record drawings and records certified as to their completeness and correctness by Contractor's Superintendent for incorporation in the record drawings.
- H. Record drawings shall be signed and sealed by a professional land surveyor, registered in the State of Florida. Evidence of Surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate shall be submitted. Contractor shall submit PDF of signed and sealed documents together with an electronic copy. The electronic copy shall be in DWG format and shall include AutoCAD files plus survey coordinate files and associated e-transmit files.

### 3.2 OPERATION AND MAINTENANCE DATA

- A. For Each Product or System: List names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable

information.

- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

### 3.3 OPERATION AND MAINTENANCE MANUALS

- A. Prepare instructions and data by personnel experienced in maintenance and operation of described products.
- B. Prepare data in the form of an instructional manual.
- C. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- E. Provide tabbed dividers for each separate product and system, with typed description of product and major component parts of equipment.
- F. Text: Manufacturer's printed data, or typewritten data on 24 pound paper.
- G. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- H. Arrange content by systems under section numbers and sequence of Table of Contents of this Project Manual.
- I. Contents: Prepare a Table of Contents for each volume, with each product or system description identified, in three parts as follows:
  - 1. Part 1: Directory, listing names, addresses, and telephone numbers of Engineer, Contractor, Subcontractors, and major equipment suppliers.
  - 2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:

- a. Significant design criteria.
  - b. List of equipment.
  - c. Parts list for each component.
  - d. Operating instructions.
  - e. Maintenance instructions for equipment and systems.
  - f. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
3. Part 3: Project documents and certificates, including the following:
- a. Shop drawings and product data.
  - b. Air and water balance reports.
  - c. Certificates.
  - d. Photocopies of warranties and bonds.
- J. Provide a listing in Table of Contents for design data, with tabbed dividers and space for insertion of data.
- K. Table of Contents: Provide title of Project; names, addresses, and telephone numbers of Engineer, Consultants, and Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.

END OF SECTION

**SECTION 31 25 00**  
**EROSION AND SEDIMENTATION CONTROL**

**PART 1 - GENERAL**

**1.1. SCOPE OF WORK**

- A. The Contractor shall take every reasonable precaution throughout construction to prevent the erosion of soil and the sedimentation of streams, storm systems, or other water impoundments, ground surfaces, or other property as required by federal, state, and local regulations. The Contractor shall be responsible for constructing, operating, and maintaining soil erosion and sediment control measures for the construction areas indicated on the Drawings. The Contractor also shall remove the erosion and sediment control facilities and measures and restore the sites when construction is complete.
- B. The Contractor shall provide protective covering for disturbed areas upon suspension or completion of land-disturbing activities. Permanent vegetation shall be established at the earliest practicable time. Temporary and permanent erosion- control measures shall be coordinated to ensure economical, effective, and continuous erosion and siltation control throughout the construction and post- construction period.

**1.2. CONTROL REQUIREMENTS**

- A. All such disturbances and changes shall be made in such a manner as to minimize the duration and area of disturbed land exposed and unprotected against the erosive action of wind, precipitation, and the flow of water.
- B. The Contractor shall schedule and conduct all Work in a manner that will minimize the erosion of soils in the area of the Work. Provide erosion control measures as are required to prevent silting and muddying of streams, rivers, impoundments, lakes, etc. All erosion control measures shall be in place in an area before any construction activity occurs in that area.
- C. This Section is intended to ensure that construction is achieved with a minimum of disturbance to the existing ecological balance between a water resource and its surroundings. These are general guidelines. The



Contractor is responsible for determining the specific construction techniques to meet these guidelines.

- D. All sedimentation control facilities shall be maintained in an operating condition satisfactory to the designated agency, for the period that that agency deems necessary. This provision applies to all facilities that receive drainage, whether such facilities are a part of the proposed construction or existed before the proposed construction.
- E. Stabilization measures shall be repeated as often as necessary, as determined by the designated agency.
- F. Any facility constructed for the conveyance of water shall limit the water flow to a non-erosive velocity.
- G. Sedimentation control devices/measures and facilities shall be removed when construction is complete. The land surface area formally occupied by such facilities shall be graded and restored according to the Drawings and Specifications.

### 1.3. CONTROL MEASURES.

- A. The Contractor shall provide additional devices and/or measured where field conditions warrant.
- B. Construction Sequence: The Contractor shall minimize the area of unstabilized land surface over which stormwater must flow. Construction shall proceed from lower ground toward higher ground, whenever possible.
- C. Temporary Stockpiles: Steps shall be taken to minimize erosive loss and resultant off-site sedimentation from stored piles of any excavated spoils, topsoil, sand, gravel, and aggregate. Control methods used by the Contractor may include remote storage, covering, temporary stabilization, compacting, division ditches, and silt fences, in total or in any combination, as may be dictated by the size, type, location, season, and anticipated duration of storage.
- D. Sedimentation Control: Sedimentation control devices/measures and facilities shall be provided in accordance with the Contract Drawings.

- E. Vehicle Controls: Where frequent use of improved road by of-the-road vehicles occurs, cleaning methods shall be used to minimize the transfer of sediment-producing materials from the trends and tracks of the vehicles onto the improved road surface.

1.4. RELATED WORK

- A. Section 32 92 00 Turf and Grasses

1.5. SUBMITTALS (NOT USED)

1.6. WORK SEQUENCE (NOT USED)

1.7. REFERENCE STANDARDS

Reference standards and recommended practices referred to in this Specification Section shall be the latest revision of any such document in effect at the bid time. The following documents are a part of this Section. Where this Section differs from these documents, the requirements of this Section shall apply.

- A. Florida Department of Transportation (FDOT)
  - 1. FDOT Section 103-Temporary Work Structures.
  - 2. FDOT Section 104-Prevention, Control, and Abatement of Erosion and Water Pollution.
  - 3. FDOT Section 982-Fertilizer.
  - 4. FDOT Section 985-Geotextile Materials.

1.8. QUALITY ASSURANCE (NOT USED)

1.9. WARRANTIES

- A. Warranties shall be in accordance with Port St. Lucie Terms and Conditions, General Provision Clauses

1.10. DELIVERY, STORAGE, AND HANDLING (NOT USED)

1.11. QUALIFICATIONS (NOT USED)

1.12. TESTING REQUIREMENTS (NOT USED)

1.13. MAINTENANCE (NOT USED)

1.14. RECORD DRAWINGS (NOT USED)

#### 1.15. REGULATORY REQUIREMENTS

- A. The Contractor shall prevent damage to properties outside the construction limits from siltation due to construction of the project and assume all responsibilities the affected property owners for correction of damages which may occur. Erosion-control measures shall be performed conforming to the requirements or and in accordance with plans approved by applicable state and local agencies as specified by the erosion-control portion shown on the Drawings and as required by these Specifications. The Contractor shall not allow mud and debts to accumulate in the streets or enter drainage ditches, canals, or waterways. Should the Contractor pump water from excavations during construction, appropriate siltation preventative measures shall be taken before the pumped water is discharged into any drainage ditch, canal, or waterway.

#### 1.16. PRACTICES

The Contractor shall adhere to the following:

- A. Avoid dumping soil or sediment into any stream bed, pond, ditch, or watercourse.
- B. Maintain an undisturbed vegetative buffer where possible between a natural watercourse and trenching and grading operations.
- C. Avoid equipment crossings of streams, creeks, and ditches where practicable.

#### 1.17. EROSION AND SEDIMENT-CONTROL DEVICES AND FEATURES

- A. The Contractor shall construct all devices (silt fences, barriers, etc.) for sediment control at the locations required to protect federal, state, and local water bodies and water courses and drainage systems before beginning to excavate the site. devices shall be properly maintained in place until a structure or paving makes device unnecessary or until directed to permanently remove the device.
- B. The Contractor shall use mulch to temporarily stabilize areas subject to excessive erosion and to protect seed beds after planting where required.
- C. Filter fabric, hay bales, or other approved methods shall be placed and secured over the grates of each existing inlet, grating, or storm pipe

opening near the area of excavation to prevent silt and debris from entering the storm systems.

- D. The Contractor shall use silt fences, and hay bales, as shown on the plans or as directed by the Owner or Owner's Representative to restrict movement of sediment from the site.
- E. The Contractor shall establish vegetative cover on all unpaved areas disturbed by the work.

## PART 2 - PRODUCTS

### 2.1. GENERAL

- A. Fertilizer shall be 10-10-10 grade or equivalent.
- B. Lime shall be Dolomitic Agricultural Ground limestone, in accordance with FDOT Section 982.
- C. Grass shall be in accordance with Section 32 92 00, Turf and Grasses.
- D. Silt fence shall consist of non-biodegradable filter fabric (Trevira, Mirafi, etc.), in accordance with FDOT Section 985, wired to galvanized wire mesh fencing and supported by wood or metal posts.
- E. Floating or staked turbidity barriers as specified in FDOT Section 985 and FDOT Standard Index 103.
- F. Erosion Stone: FDOT Section 530
- G. Sediment Barriers per FDOT Section 104.

## PART 3 - EXECUTION

### 3.1. CLEARING

- A. The Contractor shall schedule and perform clearing and grubbing so that subsequent grading operation and erosion-control practices can follow immediately after. Excavation, borrow, and embankment operations will be conducted as a continuous operation. All construction areas not otherwise protected shall be planted with permanent vegetative cover within 30 working days after completing active construction.

### 3.2. STABILIZING

- A. The angle for graded slopes and fills shall be no greater than the angle that can be retained by vegetative cover or other adequate erosion-control devices or structures. All disturbed areas outside of embankment left exposed will, within 30 working days of completion of any phase of grading, be planted or otherwise provided with either temporary or permanent ground cover, devices, or structures sufficient to restrain erosion.

### 3.3. REGULATORY REQUIREMENTS

- A. Whenever land-disturbing activity is undertaken on a tract, a ground cover sufficient to restrain erosion must be planted or otherwise provided within 30 working days on that portion of the tract upon which further active construction is to be undertaken.
- B. If any earthwork is to be suspended for any reason for longer than 30 calendar days, the areas involved shall be seeded with vegetative cover or otherwise protected against excessive erosion during the suspension period. Suspension of work in any area of operation does not relieve the Contractor of the responsibility to control erosion in that area.

### 3.4. VEGETATIVE COVER

- A. Preparation of Seedbed. Areas to be seeded shall be scarified a depth of 4 inches until a firm, well-pulverized, uniform seedbed is prepared. Fertilizer shall be applied during the scarification process in accordance with the following rates:
  - 1. Fertilizer - 10 to 15 pounds per 1,000 square feet.
- B. Seeding. Disturbed areas along embankments shall be permanently seeded with mix specified in Section 32 92 00, Turf and Grasses.
- C. The Contractor shall mulch all areas immediately after seeding. Mulch shall be applied and anchored as specified previously in this Section.

### 3.5. MAINTENANCE

- A. The Contractor shall maintain all temporary and permanent erosion-control measures in functioning order. Temporary structures shall be maintained until such time as vegetation is firmly established and grassed areas shall be maintained until completion of the project. Areas which fail

to show a suitable stand of grass or which are damaged by erosion shall be immediately repaired. No additional payment will be made to the Contractor for re-establishing erosion- control devices, which may become damaged, destroyed, or otherwise rendered unsuitable for their intended function during the construction of the project.

- B. The Contractor shall remove all silt, sediment, and debris buildup regularly to maintain functioning storm systems and erosion-control devices.

### 3.6. REMOVAL OF SEDIMENT CONTROL DEVICES

- A. Near completion of the project, when directed by the Engineer, the Contractor shall dismantle and remove the temporary devices used for sediment control during construction. All erosion-control devices in seeded areas shall be left in place until the grass is established. The Contractor shall seed areas around devices and mulch after removing or filling temporary control devices.
- B. The Contractor shall clean up all areas at the completion of the project.

**END OF SECTION**

**SECTION 32 92 00  
TURF AND GRASSES**

**PART 1 - GENERAL**

**1.1. SCOPE OF WORK**

- A. The Contractor shall provide all materials, equipment, labor, and work to construct the project in accordance with the Contract Documents. No time extensions shall be given to the Contractor for not establishing a grass or sod cover during the "proper" planting season. Type of grass shall match the original grass disturbed.
- B. This work includes but is not limited to the following items specified in this Section:
  - 1. Placing sod to provide grass as finished ground cover at all unpaved disturbed areas of the site.
  - 2. Placing seed to provide grass as finished ground cover in areas (not designated to be sodded) that were disturbed by the work. Provide seed and topsoil for all areas not designated to be sodded that have been disturbed or are indicated on the Contract Drawings to be seeded.

**1.2. RELATED WORK**

- A. The Port St. Lucie Terms and Conditions, General Provision Clauses of these Specifications are made a part of this Section as if incorporated in this Section.

**1.3. SUBMITTALS (NOT USED)**

**1.4. WORK SEQUENCE (NOT USED)**

**1.5. REFERENCE STANDARDS**

Reference standards and recommended practices referred to in this Specification Section shall be latest revision of any such document in effect at the bid time. The following documents are a part of this Section. Where this Section differs from these documents, the requirements of this Section shall apply.

- A. Florida Department of Transportation (FDOT) Standard Specifications for Roads and Bridge Construction, latest edition:

1. FDOT Section 570 Performance Turf
2. FDOT Section 981 Turf Materials
3. FDOT Section 982 Fertilizer
4. FDOT Section 983 Water for Grassing

1.6. QUALITY ASSURANCE (NOT USED)

1.7. WARRANTIES

- A. Warranties shall be in accordance with Port St. Lucie Terms and Conditions, General Provision Clauses.

1.8. DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect, and handle products to the site to prevent damage from wetness and weather conditions.
- B. Deliver grass seed mixture in sealed containers. Seed in damaged packaging is not acceptable.
- C. Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of the manufacturer.

1.9. QUALIFICATIONS (NOT USED)

1.10. TESTING REQUIREMENTS (NOT USED)

1.11. MAINTENANCE

- A. Maintenance shall be as indicated under Part 3, Execution, of this Specification Section.

1.12. RECORD DRAWINGS (NOT USED)

1.13. DEFINITIONS

- A. Weeds: Weeds include but are not limited to Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, and Brome Grass.



#### 1.14. REGULATORY REQUIREMENTS

- A. The Contractor shall comply with regulatory agencies for fertilizer and herbicide composition.

### PART 2 - PRODUCTS

#### 2.1. GENERAL (NOT USED)

#### 2.2. MATERIALS

##### A. Fertilizer

1. Fertilizer shall be a complete, commercial-grade mixture of 12-8-8 analysis.
2. Fertilizer shall conform to applicable state laws for the material used.
3. Commercial-grade mixture shall conform to FDOT Standards, Section 982.

##### B. Mulch

1. Mulch shall conform to FDOT Standards, Section 981.
2. Mulch shall be dry grain straw or hay, free of noxious weeds.
3. Mulch shall be thoroughly cured and dried before use.
4. Forest litter, pine needles, or Spanish Moss will not be acceptable.

##### C. Seed

1. All grass seed shall be the product of a reputable supplier and shall conform to the requirements of the State Department of Agriculture and Consumer Services and all applicable state laws.
2. Grass seed shall conform to FDOT Standards Section 981, with a minimum 80% purity and 80% germination with no noxious weeds.
3. Seed shall be Argentine Bahia applied at a minimum rate of 10 pounds per 1,000 square feet. A thick stand of grass shall be provided.

##### D. Sod

1. Sod shall conform to FDOT Standards Section 981. A thick stand of grass shall be provided at all locations.
2. Sod shall be Argentine Bahia.
3. Sod planted on private properties shall match the existing sod when practical.

E. Water

The water used to produce grass may be obtained from any approved source, in accordance with FDOT Section 983. The water shall be free of excess and harmful chemicals, acids, alkalies, and all substances which may be harmful to plant growth or obnoxious to traffic. Salt or brackish water shall not be used. The Contractor shall make arrangements to secure and pay for water. The Contractor shall make all provisions necessary to water until a thick stand of grass is established.

## PART 3 - EXECUTION

### 3.1. SURFACE PREPARATION

- A. The entire area to be seeded, as shown on the Drawings or required in this Section, shall be covered with a 6-inch layer of muck or suitable topsoil, carefully spread and disked lightly into the existing soil and finished to the grades indicated.

### 3.2. FERTILIZING

- A. Fertilizer shall be applied uniformly on the surface of the ground at a minimum rate as specified in Section 570 of FDOT Specifications. It shall be mixed into the soil with a disk harrow, where practicable, or by hand-raking in areas of limited accessibility. Mixing shall be continued until the fertilizer is uniformly incorporated into the top 3 inches of soil.

### 3.3. MULCHING

- A. After spreading and mixing the fertilizer, the Contractor shall apply approximately 2 inches, loose thickness, of the mulch material uniformly over the grassing area and cut into the soil to produce a loose mulch thickness of 3 to 4 inches, in accordance with Section 570 of FDOT

Specifications. Care shall be exercised to prevent the mulch from being cut too deeply into the soil.

#### 3.4. SEEDING

- A. Seed which has become wet or moldy shall not be used. Soon after the mulch material has been cut into the soil and while the soil is still loose and moist, the seed shall be scattered uniformly over the grassing area. Application shall be in conformance with FDOT Standards, Section 570.

#### 3.5. SODDING

- A. Application shall be in accordance with FDOT Standards, Section 575.

#### 3.6. WEED CONTROL

- A. The Contractor shall apply herbicides as required and as recommended by the local Agricultural Agent. Herbicides shall only be applied as needed.

#### 3.7. COMPACTION

- A. Immediately after the seeding is complete, the entire grassed or mulched area shall be compacted with a light roller. Rolling shall be continued until the area is firmly but not tightly packed.

#### 3.8. EQUIPMENT

- A. All equipment used in the operation of grassing shall be adequate to produce the required results. Equipment for placing mulch material into the soil shall be suitable for cutting the specified materials uniformly into the soil and to the required controlled depth. Rollers shall have corrugated or notched surfaces and shall be at least 12 inches in diameter. Smooth surface rollers will not be permitted.

#### 3.9. GROUND COVER DATA

- A. Planting dates, types of seeds, seed mixtures, and rates of application shall be as set forth in this Section. No changes may be made in the ground cover type without the approval of the Engineer.

#### 3.10. GROUND COVER ESTABLISHMENT

- A. General Requirements

1. The Contractor shall provide ground cover (sod and seed) establishment of the specified permanent vegetation before final acceptance of the project with no dead areas of ground cover. Groundcover (sod and seed) establishment shall consist of necessary preserving and protecting to keep the grassed areas in a satisfactory condition. The Contractor shall water the grassed areas as long and as often as necessary to promote maximum practicable growth. At any time the Engineer may require replanting an area or portion of an area which, for any cause, shows unsatisfactory growth. Except as otherwise specified or permitted by the Engineer, the Contractor shall prepare areas to be replanted in accordance with the requirements of the Specifications as if such replanting were the initial planting. However, the type of fertilizer and the applicable rate of fertilizer to be furnished and applied by the Contractor as part of plant establishment occasioned by replanting shall be determined by soil tests or otherwise established.

B. Growth and Coverage

1. The Contractor shall be responsible for providing satisfactory growth and coverage as defined below. Growth and coverage shall be considered acceptable when all areas show a satisfactory visible growth with no bare spots larger than 1 square foot. Bare spots shall be scattered and the total bare areas should not comprise more than 1/100 of any given area.

3.11. EXTENT OF SOD/GRASS MAINTENANCE

- A. The Contractor is responsible for all sod and grass maintenance until the date of final completion of the project. Sod and grass maintenance includes cutting, watering, fertilizing, re-seeding, and re-sodding as required to maintain the required coverage of healthy, vibrant grass and sod cover.

**END OF SECTION**

**SECTION 33 05 07.13**  
**HORIZONTAL DIRECTIONAL DRILLING**

**PART 1-GENERAL**

**1.01 DESCRIPTION OF REQUIREMENTS**

- A. This specification covers the installation of pipe by horizontal directional drilling (HDD). HDD is a trenchless excavation method that is accomplished in three phases. The first phase consists of drilling a small diameter pilot hole along a designed directional path. The second phase consists of enlarging the pilot hole to a diameter suitable for installation of the pipe. The third phase consists of pulling the product pipe into the enlarged hole. HDD is accomplished using a specialized horizontal drilling rig with ancillary tools, equipment and borehole stabilizing drilling fluids.
- B. The Contractor shall provide all necessary labor, tools, materials and equipment to successfully complete the installation of directionally drilled piping as specified herein and to the lines and grades shown on the Contract Drawings. The Contractor shall be responsible for the final constructed product, and for furnishing the qualified labor and superintendence necessary for this method of construction.
- C. The drilling operations shall use techniques of creating or directing a borehole along a predetermined path to a specified target location. Use of down-hole steering tools to change the boring course and monitoring instrumentation to locate and orient the boring along a predetermined course is required.
- D. The mobile drilling system shall utilize a jetting drill bit and/or drill bit with mud motor to drill and circulate cuttings and spoil from the borehole.
- E. Steering shall be accomplished through the use of an articulated section of drill collar that causes an angular offset resulting in the drill bit being off-center. When steering adjustments are required, as dictated by down hole guidance monitoring equipment, the bit is rotated toward the desired direction of travel and the drill pipe and bit are advanced forward without rotation.

**1.02 DEFINITIONS**

- A. Contractor's Construction Drawings. Shall be defined as drawings by which the Contractor proposes to construct, operate, build, etc., the referenced item. The submission of these drawings shall be required for the sole purpose of providing sufficient details to verify that the Contractor's work progress is in accordance with the intent of the design. When required, such drawings will have been previously reviewed and sealed by a qualified professional engineer registered in the State of Florida.

### 1.03 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. American Association of State Highway and Transportation Officials (AASHTO).
- B. Occupational Safety and Health Administration (OSHA).
- C. API Specifications 13A, 1993. Specification for Drilling Fluid Materials, Fifteenth Edition, Dallas, Texas. American Petroleum Institute.
- D. API Recommended Practice 13B-1, 1990. Standard Procedures for Field Testing Water-Based Drilling Fluids, First Edition, Dallas, Texas, American Petroleum Institute.
- E. API Bulletin 13D, 1985. Bulletin on the Rheology of Oil-Well Drilling Fluids, Second Edition, Dallas, Texas, American Petroleum Institute.
- F. Horizontal Directional Drilling Good Practices Guidelines, HDD Industry Consortium, 300pp, 2<sup>nd</sup> ed., 2004.
- G. IADC Drilling Manual, 1992. Eleventh Edition, Houston, Texas, International Association of Drilling Contractors.
- H. Installation of Pipelines by Horizontal Directional Drilling, Pipeline Research Committee, American Gas Association, PR-227-9424, April 1995.
- I. Installation of Pipelines Beneath Levees Using Horizontal Directional Drilling, US Army Corps of Engineers, Waterways Experiment Station, Final Report, CPAR-GL-98-1, April 1998.
- J. Pressure Pipeline Design for Water and Wastewater, American Society for Civil Engineers, 2<sup>nd</sup> ed., 1992

- K. Tables for Hydraulic Design of Pipes and Sewers, American Society for Civil Engineers, 5<sup>th</sup> ed., 1990.

#### 1.04 SUBMITTALS

- A. Prior to beginning the Work, the contractor must submit to the Engineer the following items:

1. The Contractor shall provide a completed HDD Work plan with drawings and written description identifying details of the proposed method of construction and sequence of operations to be performed during construction. The Work plan shall address the following requirements:

- a. Pre-construction walkover and site inspection.

- 1) Call- One Call for utilities location within the limits of the HDD project (Ground Penetrating Radar (GPR) Electronic Locate, Subsurface Location as required).
- 2) The Contractor shall video tape and take photographs of near by structures which may be affected by inadvertent fluid returns.
- 3) The Contractor shall review as-built drawing and prior soil reports of past projects in the area, if available.
- 4) The Contractor shall make an effort to discuss the scope of the proposed project with City, County and State Agencies that may have previous project construction knowledge in the vicinity.

- b. The Contractor shall establish a drill profile between the entry and exit point by observing various framework conditions mentioned below in order to ensure, that the intended theoretical drilling profile line can also be realized in practice.

- 1) Entry and exit angle
- 2) Slant tangential sections

- 3) Radii of curvature
- 4) Cover
- 5) Borehole diameter

If the Contractor is planning on deviating from bid document HDD Profile, then the Contractor is required to submit additional drawings with the new HDD Profile for the engineer's approval.

The deviation drawings shall include a HDD Profile, plan view and cross-section. The Contractor is also recommended to submit deviation drawings for larger bores for site layout plans (Rig and Product Pipe Layout site) and pipeline stringing area (rollers).

- c. The Contractor shall provide anticipated drilling rates for pilot bore, reaming and pullback procedures. These drilling rates shall be used to calculate drilling fluid volumes required for pilot hole, each reaming pass and pullback. The contractor shall guarantee pump capacity and that the drilling fluid cleaning system is capable of sustaining the anticipated drilling rates during the pilot bore, reaming and pullback.
- d. The Contractor shall submit qualification documents for the HDD superintendent and key personnel experience in accordance with Section 1.06A and 1.06B. Also, the contractor shall have personnel with a Florida/OSHA Certification for the site Safety Representative.
- e. The Contractor shall submit a detailed schedule for the HDD installation at least fifteen (15) days prior to mobilization. The detail schedule shall identify all major construction activities and durations, with beginning and completion dates shown. The detail schedule shall be updated at least every two weeks or more frequently, as directed by the Engineer, and shall include but not limited to the following items:
  - 1) Pre-construction walk over and inspection.



- 2) Regular Mobilization and set-up.
  - 3) Pilot bore
  - 4) Pre-reaming and reaming.
  - 5) Layout and thermal butt fusing of pipe.
  - 6) Pressure Testing of pipe prior to pullback when practical or as directed by the Engineer.
  - 7) Final reaming and pullback of product pipe.
  - 8) Annulus grouting after installation (optional).
  - 9) Mandrel/pig test to confirm deformations of product pipe are within allowable tolerances.
  - 10) Cleanup, surface restoration, and demobilization.
- B. The Contractor shall make available complete, legible, written daily logs and records as called for in Section 1.06C of this specification and as directed by the Engineer as it is being created or no later than by noon of the following day to which the records correspond.
- C. The Contractor shall document any deviations from the actual plan and profile of the bore path and the location shown on the plans. The Contractor shall notify the Engineer by end of work day upon discovery of any deviations from the design plans.
- D. The Contractor shall submit measured mud and/or drilling fluid weights used during pilot boring and reaming of the bore measured at a minimum of twice per shift or at least once per two hundred (200) feet of drilled or reamed length, whichever is more frequent.
- E. The Contractor shall submit an as-built profile of the pilot bore by end of work day of completion of the pilot bore.
- F. The Contractor shall submit records of equipment calibrations and certifications for all equipment used for downhole wireline survey and tracking of the drill head. Procedures for operating the downhole wireline survey tools shall be described, including measures to verify the accuracy of the equipment readings. The Contractor shall submit a drawing with

the surveyed location of the surface wire grid system for the “TruTracker” or equipment tracking system. The Contractor shall submit methods for surveying the coordinates of the surface wire grid system both on shore and across or under the waterway. During pilot bore, reaming passes, and pipe pullback the Contractor shall electronically record the following information once per drill pipe or every thirty (30) feet, whichever is most frequent. The information shall be provided to the Engineer, as it is being created or no later than noon of the day following the shift for which the records were taken.

1. Rate of Penetration
  2. Rotation
  3. Thrust
  4. Pump Rates
  5. Measured Depth
  6. Annular Pressure
  7. Flow Meter (Returns Suction Line)
- G. The Contractor shall submit an as-built profile of the pilot bore by end of mid-day of completion of the pilot bore.
- H. The Contractor shall submit methods and procedures for filling the pipe with fluid during pull back and testing.
- I. A Frac-out and Surface Spill Contingency Plan shall be prepared for the installation of pipelines using HDD. This plan shall be submitted to the Engineer prior to construction. The Contractor shall submit a letter of intent signed by an authorized representative of Contractor, confirming that the plan will be followed. The contingency plan for inadvertent returns/hydrofracture shall address all potential pathways for release of drilling fluid, and shall address containment, cleanup, and mitigation measures as well as reporting procedures and points of contact for regulatory and permitting agencies. The Plan shall address releases to the ground surface and to waterways. Stand-by equipment shall be provided by the Contractor to recover fluids from the waterway via truck and via boat. Floating turbidity barriers shall be part of the stand-by equipment to minimize dispersion in the event that drilling fluids reach the waterway.
- J. Soil Separation Plant and Plans for Disposal:
1. The Contractor shall submit details on the pump and cleaning plant. Include dimensions, manufacturer’s specifications, pump capacity, noise rating, and soundproofing details on the system.

2. Pump capacity should be specified for water at sea level elevation, and adjusted for actual elevation and fluid viscosity.
  3. Provide details on the generator, including dimensions, noise ratings at twenty-five (25) feet, and soundproofing. Confirm that the generator and other on-site equipment can be operated without exceeding the maximum allowable noise tolerances specified in permit, or "by St. Lucie County or Port St. Lucie Noise Ordinance."
  4. The Contractor shall submit plans for disposal of waste materials resulting from the pipeline construction, including drilling fluids, cuttings, waste oil, fuel, discharge water, etc. The Contractor shall identify the disposal site and submit a letter indicating willingness and legal authority to accept the described and anticipated waste products.
- K. The Contractor shall provide details on measures to be taken to monitor and protect adjacent utilities, structures, and roadways, and provide details on monitoring equipment and provisions, including the layout of all settlement points, and other monitoring points. Provide PDF of pre-construction survey of adjacent structures and photographs with captions to document conditions prior to beginning HDD construction.
- L. The Contractor shall submit a Safety Plan, including the name of the Contractor's Site Safety Representative, emergency telephone numbers for medical facilities, and precautions for handling and disposal of any hazardous or flammable materials. The Safety Plan shall include a code of safe practices and an emergency plan in accordance with OSHA and Florida/OSHA requirements.
- M. The Contractor shall submit detailed descriptions of all equipment and materials to be used for the pipeline installation. Equipment and material submittals shall include directional drill rig, drill rig anchoring system, the mud system, drill bits, mud motors, reamers or hole openers, pipe rollers for pullback, drilling fluid and additives, pipe pull head, and pipe pulling swivel. Descriptions of equipment shall include manufacturers' specifications, calibrations, appropriate drawings, photographs, and descriptions of any modifications since manufacture. Descriptions of drilling fluid additives shall be accompanied by Materials Safety Data Sheets (MSDS) and manufacturers' descriptions and warranties.

## 1.05 PERFORMANCE REQUIREMENTS

- A. The Contractor shall provide all equipment, materials, and personnel necessary for completing the installation as shown on the plans and specified herein. The equipment and materials shall include, but are not limited to:
1. Directional drilling rig with all ancillary equipment, including drill pipe, drilling fluid, cutting tools, reaming bits, swivels, expanders, motors, pumps, hoses, mixing equipment, drilling fluid processing equipment (cuttings separation equipment), downhole survey equipment, energized surface grid tracking system, fluid pressure and flow rate monitoring equipment, pull back monitoring equipment, spare parts, pipe handling equipment, crane, backhoe, roller, side boom tractors, control cabin, control equipment, and office equipment.
  2. Drilling fluids, water, fuel, lubricant, polymers, or other additives.
  3. Any other expendable or reusable materials, supplies, and equipment needed for the installation.
- B. The drilling equipment shall be capable of advancing through the geologic conditions to be encountered at the site, as described in the geotechnical reports, and as anticipated by the Contractor.
- C. The drilling fluid shall be designed for the geologic conditions to be encountered at the site, as described in the geotechnical reports and as anticipated by the Contractor.
- D. The drilling system shall include a fluid pump and separation plant that can achieve the rates of drilling fluid pumping, spoil separation, and slurry cleaning required by the Contractor to achieve planned production rates for the soils described in the geotechnical reports, and as anticipated by the Contractor. Shaker screens and hydrocyclones may be required for efficient separation of spoils. The Contractor is advised that the separation plant must fit within the allowable work areas.
- E. All spoil and slurry must be contained in trucks, tanks, approved recirculation pits, or other containers at all times. Dumping of spoil or slurry on the ground, discharge into sewer, or discharge into the water bodies will not be permitted. All spoils will be transported and disposed of off site at an approved disposal facility that meets all State of Florida and local requirements.

- F. Perform all work within areas shown on the plans.
- G. The pipeline shall be installed using the radii of curvatures and entry and exit angles shown on the drawings, unless deviations are approved in writing by the Engineer.
- H. Pipe rollers and lifters will be required to help the transition of the product pipe into the borehole. The number of pipe rollers and lifters shall be determined by the Contractor and submitted as part of the work plan.
- I. Surface settlement or heave of utilities and other features above the HDD centerlines and within the zone influenced by the HDD construction shall be limited in values that avoid damage. The Contractor shall repair any damage resulting from settlement or heave caused by HDD activities at no additional cost to the Owner.
- J. It shall be the Contractor's sole responsibility that all work is done in conformance with all applicable federal, state, and local safety requirements. Required safety equipment and procedures shall be employed by the Contractor at all times. All materials and methods of construction shall meet the applicable requirements of Port St. Lucie and the applicable requirements of the State of Florida Administrative Code.
- K. The pipe will be certified by the Contractor as meeting all requirements of the specifications. The product pipe will be pressure-tested by the Contractor prior to pull back when practical or as directed by the Engineer, and after installation is completed, in accordance with requirements specified by the Manufacturer.
- L. The Contractor shall allow the Engineer access to and shall furnish necessary assistance and cooperation to aid the Engineer in observations and data and sample collection, including, but not limited to the following:
  - 1. The Owner and Engineer shall have full access to the operator control container prior to, during, and following all HDD operations. This shall include, but not be limited to, providing visual access to real-time operator control screens, gauges, and indicators.
  - 2. The Owner and Engineer shall have full access to the slurry separation plant prior to, during and following all HDD operations.

This shall include, but not be limited to, full access to shaker screens, hydrocyclones, conveyor belts, and slurry and spoil holding tanks. The Engineer shall be allowed to collect soil samples from the shaker screens and/or spoil holding tanks on the slurry separation plant a minimum of once per drill pipe section, and whenever changes in conditions are observed or suspected.

3. Sound levels measured by the Engineer or Engineer's consultant shall not exceed 55 dBA 6 PM to 7 AM, or 60 dBA 7 AM to 6 PM, within five feet of the nearest occupied building. Contractor shall comply with all local noise ordinances if the local requirements are more stringent. Sound levels in excess of these values are sufficient cause to have the work halted until equipment can be quieted to these levels. Work stoppage by the City for excessive noise shall **not** relieve the Contractor of the other portions of this specification including, but not limited to, completion of all Work within specified contract time and contract price. The Contractor shall submit a plan prior to construction identifying all noise reduction/abatement procedures. The plan will be approved by the Engineer prior to construction.
4. If mufflers cannot achieve the necessary noise reduction, noise abatement shall be accomplished by the Contractor's installation of baffles (or other acceptable means) positioned to break line-of-sight from the noise source to affected residences and/or commercial structures. Minimum noise abatement measures shall consist of equipping all engines with hospital grade mufflers or silencers.

#### 1.06 QUALITY ASSURANCE

- A. The Contractor shall have significant demonstrated successful experience installing pipelines using the horizontal directional drilling process several projects with similar diameters, installation lengths, and ground and ground water conditions. The Contractor shall furnish evidence of successful use of wireline and "Tru-Tracker" guidance and tracking system. The Contractor shall furnish evidence of successful experience with downhole pressure and load monitoring devices. The Contractor shall furnish evidence of successful experience by including project owner, project name, location, diameter, length, depth, ground conditions, any problems encountered and how resolved, and any claims and how resolved. Owner's representative with address and telephone number shall be provided.

- B. Qualifications and Experience of Contractor Personnel: The Contractor shall employ skilled, experienced superintendent(s), drill rig operators, and key personnel. The superintendent(s) and drill rig operators shall have successful experience using the HDD process, on numerous projects with similar diameters, pull back length and ground conditions. The superintendent(s), drill rig operator, and key personnel shall demonstrate successful completion of projects where pipe was installed with horizontal directional drilling techniques. The Contractor shall furnish resumes of the superintendent(s) and operators. Personnel experience records should include project names, locations, pull back lengths, ground conditions, pipe materials, project description, project owner, Engineer, and references with names, addresses and telephone numbers. The superintendent and operators listed in the submittal shall be on site during all construction related activities required for HDD installation.
- C. Daily logs and records shall be maintained by the Contractor and shall include drilling lengths, location of drill head, drilling fluid pressures and flow rates, drilling fluid losses, inadvertent returns, drilling times required for each pipe joint, any instances of retraction and re-drilling of the pilot bore or segments thereof, and any other relevant observations, including any observed settlement, heave, frac-outs or surface spills. The drilling fluid pressures shall be measured at the entry point and at the drill head and recorded at least twice per drill pipe length. These records shall be maintained and provided daily to the Engineer. The position of the drill head shall be continuously tracked and recorded by a downhole wireline tracking locator system, and shall be supplemented by a "Tru-Tracker" or equivalent tracking system installed that completely encompasses the area between the entry point and the exit point. The coordinates of the surface wire grid system shall be surveyed and recorded. A plot of actual locations of the bore path shall be maintained and updated daily, or more frequently, as directed by the Engineer.
- D. Contractor shall provide at least seventy-two (72) hours advance written notice to the Engineer of the planned inception of major drilling activities, including pilot bore launch, pre-reaming, reaming, and product pipe pullback. The Contractor shall immediately notify the Engineer, in writing, when any significant problems are encountered or if ground conditions are considered by the Contractor to be materially and significantly different than those represented within the Contract Documents. The Contractor shall perform the pilot bore in the presence of the Engineer, unless Engineer grants prior written approval to perform such work in Engineer's absence.

- E. All surveying equipment used for downhole wireline surveying and tracking of the bore path and drill head and layout of the surface wire grid system for the "Tru-Tracker" or equivalent tracking system shall be inspected and calibrated by the equipment manufacturer prior to use. Proof of this inspection and calibration shall be provided to the Engineer prior to the commencement of drilling operations.

## PART 2 - PRODUCTS

### 2.01 GENERAL

Directional drilling equipment shall consist of a directional drilling rig of sufficient capacity, drilling rods, appropriate drill bit, reamer, product pipe, drilling fluid, and additives, an adequate guidance system to accurately guide the boring operations and trained and competent personnel to operate the drilling system. All equipment shall be properly inspected to assure good and safe operating condition with sufficient back-up equipment in case of a failure.

### 2.02 PRODUCT PIPE, JOINTS AND FITTINGS

#### A. PIPE

1. All product pipe to be installed by the HDD operation will be High Density Polyethylene (HDPE) DR11-DIPS.

#### B. FITTINGS

1. Fittings shall include transition to connect to DIP fittings, type AWWA C153, restrained mechanical joint, with Protecto-410 lining for wastewater use.

#### C. DRILLING FLUID (MUD) SYSTEM

1. Drilling fluid shall be composed of a carrier fluid (water) and drilling fluid additives (bentonite and/or polymers). Bentonite is a naturally occurring clay mineral (montmorillinite) that forms a mud when mixed with water.
2. The composition of the drill fluid is determined by the results of geological investigation executed in line with the framework of the project planned before construction.



3. The principal functions of drilling fluids used in HDD are:
  - a. Transporting drill cuttings to the surface by suspending and carrying them in the fluid stream flowing in the annulus between the borehole wall and the drill pipe/product.
  - b. Cleaning build-up on drill bits or reamer cutters by directing fluid streams at the cutters.
  - c. Cooling the downhole tools and electronic equipment.
  - d. Lubricating to reduce the friction between the drill pipe/product pipe and the borehole wall.
  - e. Stabilizing the borehole, especially in loose or soft soils by building a low permeability filter cake, and exerting a positive hydrostatic pressure against the borehole wall. The filter cake along with positive hydrostatic pressure reduces collapse of the borehole and prevents formation fluids (i.e. groundwater) from flowing into the borehole or drilling fluids from exiting the borehole into the formation (loss of circulation).
  - f. The Contractor shall provide hydraulic power to the borehole with a downhole mud motor.
  - g. The following fluid properties are to be tested and considered to assure compatibility between the drilling fluid mixture and the native soil after proper identification and characterization. These fluid properties are density, viscosity, pH - value, circulation, volume and solid content.
  - h. The drilling fluid pressures and flow rates shall be continuously monitored and recorded by the Contractor at the pump and within the annular space within thirty (30) feet of the drilling head.

#### D. DRILL PIPE

The Contractor shall use high quality drill pipes. The drill pipe shall be inspected periodically and properly maintained within the manufacturer's prescribed limits.

The Contractor shall adhere to the manufacturer's guidelines for using their pipe, and sound practices must be followed to ensure reduced risk of downhole failure, i.e. the Contractor shall not bend the drill pipe sharper than the minimum bend radius stated by the manufacturer, especially on HDD enter and exit locations.

## PART 3 - EXECUTION

### 3.01 GENERAL

- A. Contractor shall contact Port St. Lucie Utilities at least forty-eight (48) hours before each of the following activities: 1) the set up of a drill rig pit, 2) the start of the pilot bore, 3) the pull back of the product pipe. Upon completion of the pilot hole phase of the operation, a complete set of as-built records shall be submitted in duplicate to the Engineer. These records shall include copies of the plan and profile drawing, as well as directional readings recorded during the drilling operation.
- B. The drawings show existing utilities that are believed to be near the directional drill alignment. There is no guarantee that these utilities are located as shown or that other utilities may not be present. The Contractor is to field locate existing utilities in advance of the work so as not to delay work and avoid conflict or disruption of utility services.
- C. The Contractor shall provide adequate control of surface water and drilling fluids drainage and runoff, and provide silt fences and hay bales to prevent surface water or drilling fluids from entering the adjacent environmentally sensitive area.
- D. The Contractor shall not initiate HDD until all submittals are received, reviewed, and accepted by the Engineer.
- E. The Contractor shall not initiate HDD until all required permits are obtained.

### 3.02 PERSONNEL QUALIFICATIONS

- A. Horizontal Directional Drilling is a complex operation and requires a high standard of qualified personnel to execute the Work. The personnel engaged in the execution of the work shall be carefully trained both in the project management and the operation of HDD equipment.

- B. The Contractor shall employ skilled, experienced superintendent(s), drilling operators, safety specialist and competent support personnel.
- C. The Contractor superintendent and drilling operators shall have demonstrated successful experience installing pipelines using HDD process on projects with similar diameters, installation lengths and groundwater conditions.
- D. The Contractor shall furnish evidence of successful use of wire line and "Tru-Tracker" guidance and tracking systems.

### 3.03 WORK STAGING AREA

- A. The Contractor shall limit staging and work operations to the areas shown on the Drawings, or as otherwise accepted in writing by the Engineer, for storage of equipment and materials, parking, product pipe layout, drilling, and other work.
- B. The Contractor shall maintain the work area in a manner that shall minimize adverse impacts on other public use activities. The Contractor shall proceed with work in a safe, orderly manner, while maintaining the work site free of debris and unnecessary equipment and materials.
- C. The Contractor shall follow all requirements of the Frac-Out and Surface Spill Contingency Plan as submitted and approved and shall control operational pressures, drilling mud weights, drilling speeds, and any other operational factors required to avoid hydro-fracture, fluid losses to formations, and drilling fluid spillage. This includes any spillages or returns at entry and exit locations or at any intermediate point. All inadvertent returns or spills shall be promptly contained and cleaned up. The Contractor shall maintain on-site mobile spoil removal equipment during all drilling, pre-reaming, reaming, and pull back operations and shall be capable of quickly removing spoils. The Contractor shall immediately notify Engineer of any inadvertent returns or spills and immediately contain and clean up the return or spill.
- D. Combustible materials (fuel, oil, lubricants, etc.) shall be stored off-site or in a well-ventilated storage facility removed from the immediate vicinity of the drilling area by at least twenty (20) feet.
- E. The Contractor shall provide maintenance of traffic plans, in accordance with approved Traffic and Safety Requirements, erect appropriate

barriers, warning lights, and signs, painted with approved colors, warnings, and graphics to ensure adequate warning to motorist and the public.

- F. The Contractor shall install an enclosure fence and/or barrier walls around the work area. The enclosure fence shall include a lockable gate and should be adequate to prevent entry of unauthorized persons, when practical or as directed by Engineer.
- G. At the completion of construction, the Contractor shall remove all temporary facilities installed by the Contractor. Unused soil, aggregate, and other materials shall be removed and disposed of at approved sites in accordance with all Federal, State, and Local regulations. Any damage to streets, lawns, common areas, and sidewalks shall be restored to original or better conditions. All disturbed areas shall be re-vegetated.

### 3.04 MOBILIZATION

- A. The Contractor shall mobilize all equipment, materials, and personnel necessary to install pipeline using the HDD process at the locations shown in the Drawings.
  - 1. The Contractor shall set up temporary workspace within the areas shown on the Drawings. Appropriate precautions and measures shall be employed by the Contractor to prevent erosion, surface drainage, and spillage of drilling fluids or other materials that could adversely impact the environmental quality of the site. Silt fences, hay wattles, and hay bales shall be used to line the work area to minimize erosion and contain any spillages or runoff. A vacuum truck, shovels, brooms, buckets, and barrels shall be kept on-site to facilitate containment and cleanup. A vacuum truck or trailer unit shall be on standby and capable of responding within one hour to any spill or inadvertent return incident.
  - 2. The exit area shall have a drilling fluid pit for containing drilling fluids and cuttings. Appropriate precautions and measures shall be employed by the Contractor to prevent erosion, surface drainage, and spillage of drilling fluids or other materials that could adversely impact the environmental quality of the site. Hay bales or wattles shall be used to line the exit area to minimize erosion and runoff. Containment and cleanup equipment shall be available to contain and clean up any surface spills and frac-outs.

3. Layout area shall be free of stones, wood, debris and obstructions. A crane to lift pipe over driveways and entrances, etc. and pipe rollers shall be provided by the Contractor to facilitate pipe pull back.

### 3.05 HORIZONTAL DIRECTIONAL DRILLING

- A. The capacity of the directional drilling system used by the Contractor shall be adequate to install the specified pipeline.
- B. The pump used by the Contractor shall be adequate to supply the required flow rate and pressures at the anticipated drilling fluid viscosity at all times. Drilling speeds shall not exceed pump capacity.
- C. At all times during the pilot bore the Contractor shall provide and maintain a bore tracking system that is capable of accurately locating the position of the drill head in the x, y, and z axes. The Contractor shall record these data at least twice per drill pipe length or every fifteen (15) feet, whichever is more frequent.
  1. Contractor shall monitor and record x, y, and z coordinates relative to an established surface survey benchmark, from downhole survey data using downhole wireline system. "Tru-Tracker" energized surface grid, or equivalent, shall be installed and used to supplement the wireline system. The "Tru-Tracker" grid shall encompass the entire area of the bore including underwater across the water. Alternatively, the Contractor may propose fixed "Tru-Tracker" grids on land outside the waterway, supplemented by moveable grids on floating templates that can be temporarily anchored and surveyed while drilling the pilot hole. The moveable template should be sufficiently large to encompass the active drilling area for a two hour drilling period, and should be at least as wide as the maximum depth of the bore. The grids shall be surveyed to establish horizontal and vertical position to 0.1 feet accuracy. The data shall be continuously monitored and recorded at least twice per drill pipe length or every fifteen (15) feet, whichever is most frequent.
  2. Deviations between the recorded and design bore path shall be calculated and reported on the daily log. If the deviations exceed tolerances specified elsewhere, such occurrences shall be reported immediately to the Engineer. The Contractor shall undertake all necessary measures to correct deviations and return to design line and grade.

3. Drilling fluid pressures and flow rates shall be continuously monitored and recorded by the Contractor. The pressures shall be monitored at the pump and within the annular space with a downhole pressure-sensing tool located within thirty (30) feet of the drilling head.
4. Maximum allowable drilling speeds shall be calculated by the Contractor for pilot boring and each reaming pass and shall not be exceeded for pilot boring or reaming passes. Measurements shall be taken every fifteen (15) feet.
5. The Contractor shall measure and record drilling fluid viscosity and density at least three times per shift with at least two hours between readings, using calibrated Marsh funnel and mud balance. These measurements shall be included in daily logs submitted to the Engineer. The Contractor shall document modifications to the drilling fluids, by noting the types and quantities of drilling fluid additives and the dates and times when introduced. The reason for the addition of drilling fluid additives or other modifications shall be documented and reported.

The Contractor shall measure and record the pH on a regular basis (three times per shift with at least two hours between readings) with pH strips, paper or a pH meter.

The Contractor shall constantly monitor and record the circulating volume, particularly for the early detection of drilling fluid losses, or thinning, or the danger of borehole collapse. Ground upheavals can also be detected early from such differences, and necessary action can be implemented to prevent further damage.

The Contractor shall constantly monitor and record the solid (sand) content to assure there is no significant increase, which can diversely impact efficiency of the circulations system.

- D. Entry and exit points shall be as shown on the drawings, unless otherwise approved in writing by the Engineer. The Contractor shall employ licensed, professional land surveyors to locate the entry and exit points, and to establish horizontal and vertical datum for the bore and the pipe layout and fabrication areas.

- E. Drill entrance and exit angles shall be as shown on the Contract Plans and Drawings, unless otherwise approved in writing by the Engineer.
- F. The pilot bore shall follow the design path of the bore shown on the Drawings.
  - 1. Horizontal and vertical deviations shall be less than plus or minus three feet from the design path centerline. The Contractor shall continuously monitor horizontal and vertical position and record the position at least twice per drill pipe length, or at fifteen (15) feet intervals, whichever is most frequent.
  - 2. The radius of curvature shall not be less than that shown on the Drawings. The radius of curvature shall be calculated over the distance of three drill pipe sections.
  - 3. The location of the entry and exit points shall be as shown on the Drawings. The Contractor shall be solely responsible for all work necessary to correct excessive deviations from line and grade, including re-drilling, redesigning connections, and acquiring additional easement, at no additional cost to the Owner and without schedule extension.
- G. The pilot bore shall be pre-reamed and reamed using equipment and methods submitted by the Contractor. The Contractor shall completely ream the borehole to the final diameter prior to pull back, when practical or as directed by the Engineer.
- H. The Contractor shall perform hydrostatic water pressure test in accordance with the manufacturer's guidelines prior to product pipe pullback.
- I. Pipe Pullback:
  - 1. The pipe shall be installed by pulling it into the reamed bore path in a continuous operation when practical, behind a final reaming tool selected by the Contractor.
  - 2. The pipe shall be isolated from excessive torsional and axial stresses by a swivel device with a pre-established breakaway tensile capacity that is lower than the allowable tensile strength of the product pipe.

3. All measurements shall be made, recorded, and submitted on the daily logs during final reaming and pipe pull back.
4. The maximum pull (axial tension force) exerted on the pipelines shall be measured continuously and limited to the maximum allowed by the pipe manufacturer with an appropriate factor of safety ( $\geq 2$ ) so that the pipe or joints are not overstressed.
5. The pipelines shall be adequately supported during installation so as to prevent overstressing or buckling. The Contractor shall provide adequate support/rollers along the pipe layout area to support the required length of the pipe for each bore. Such support/rollers shall be spaced at a maximum of sixty (60) feet on centers, and the rollers shall be comprised of a non-abrasive material arranged in a manner to provide support to the bottom and bottom quarter points of the pipeline allowing for free movement of the pipeline during pullback. The pipe layout area shall be cleared of all large stones, construction debris, or other foreign objects that could damage the pipe during pull back.
6. The end of the pipe shall be closed during the pull back operation.
7. Each length of pipe shall be inspected and cleaned as necessary to be free of debris immediately before joining.
8. Tracer wire will be attached to the leading end of the pipe pulling head and shall extend the full length of the installed pipe.
9. The Contractor shall at all times handle the pipe in a manner that does not overstress or otherwise damage the pipe. Vertical and horizontal curves shall be limited so that wall stresses do not exceed fifty percent (50%) of yield stress for flexural bending of the pipe or joint. If the pipe is buckled or otherwise damaged, the damaged section shall be removed and replaced by the Contractor at his expense. The Contractor shall take appropriate steps during pull back to ensure that the pipe and tracer wires (if required) will be installed without damage.
10. The pipe shall be **filled with water** as it enters the borehole to reduce pull back loads and to ensure that adequate internal pressure is maintained at all points to counter balance collapse pressures.



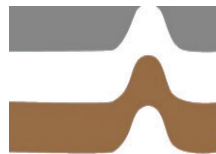
11. The Contractor shall monitor and inspect pipe rollers and method for suspending product pipe at exit pit during the pull back operation to avoid damage to the pipe.
  12. The Contractor shall cease pull back operations if the pipe is damaged and shall remove the product pipe from the bore and repair the pipe using the manufacturer's recommended procedure or replace the damaged pipe before resuming installation.
  13. Damage to the product pipe resulting from manufacturer defects, installation, contact grouting, or grouting of the annulus is the responsibility of the Contractor, including costs for replacement and labor and materials. To confirm no damage to the pipe, upon completion of pull back and grouting, the Contractor shall perform the following test on the completed pipeline:
    - a. A sphere or pig, one inch less in diameter than the internal diameter of the product pipe, which is capable of allowing water to pass through it, complete with a pulling cable on either side of sphere or pig, shall be pulled through the entire length of the pipeline. If the pig or sphere cannot pass through the pipe, it shall be considered collapsed and damaged.
  14. After the product pipe is completely pulled through the borehole, a sufficient relaxation period, if recommended by the pipe manufacturer, shall be provided before the final pipe tie-in.
  15. The Contractor shall conduct a final hydrostatic test of the installed pipeline. Final test shall be in accordance with the pipe manufacturer's guidelines. The Contractor will repair any defects discovered during this test, and repeat until the pipe passes the test.
- J. The Contractor shall notify the Engineer immediately in the event that any obstruction is encountered that prevents further advancement of the drill pipe, or pull back of the pre-reamer, reamer, and/or pipe. The Contractor shall make all diligent and reasonable efforts to advance past the object by drilling slowly through the object, pulling back, and drilling along a new bore path that avoids the object, or excavating and exposing and removing the object, and all other reasonable attempts to continue the bore. The Contractor shall notify the Engineer of proposed measures to attempt to advance past the object, prior to initiating the attempt. If the Contractor attempts to pull back and re-drill, the Contractor shall adhere to line and grade tolerances established in this specification section, unless the

Engineer approves variance, in writing, prior to the Contractor's attempt to re-drill. The Contractor and Engineer shall investigate the cause and together determine an appropriate response. Appropriate response may include revisions to equipment or methods, retraction and re-drilling of a portion of the borehole, or abandonment of the borehole. If abandonment is deemed necessary, the Contractor shall recover, to the extent practicable, any drill pipe, product pipe, and tools in the borehole, and properly abandon the borehole by contact grouting, unless otherwise directed in writing by the Engineer. If the borehole is abandoned, the Contractor shall be allowed to begin a second attempt to install the pipeline at an alternate location subject to approval, in writing, by the Engineer. The Contractor shall take all reasonable actions to complete the installation with minimal delays.

- K. The Contractor shall remove all equipment, materials, drilling fluids, muck, waste, and debris from the site and restore the site to its original condition upon completion of the installation. Restoration and demobilization shall be completed by the Contractor within seven days of the completion of the pipeline installation.
- L. The Contractor shall monitor for settlement or heave before and during drilling and grouting operations.

END OF SECTION

**Subsurface Soil Exploration  
Mariposa 6-inch Force Main  
SE Mariposa Avenue  
SE Lennard Road to SE Pear Lane  
Port St. Lucie, Florida**



**Ardaman & Associates, Inc.**

**CORPORATE HEADQUARTERS**

8008 S. Orange Avenue, Orlando, FL 32809 - Phone: (407) 855-3860 Fax: (407) 859-8121

**Branch Office Locations**

Florida: Bartow, Cocoa, Fort Myers, Miami, Orlando, Port St. Lucie, Sarasota, Tallahassee, Tampa, West Palm Beach  
Louisiana: Baton Rouge, Monroe, New Orleans, Shreveport

**MEMBERS:**

ASTM International  
American Concrete Institute  
Geoprofessional Business Association  
Society of American Military Engineers  
American Council of Engineering Companies



## Ardaman & Associates, Inc.

Geotechnical, Environmental and  
Materials Consultants

December 27, 2021  
File No. 21-5546

CivilSurv Design Group, Inc.  
2525 Drane Field Road, Suite 7  
Lakeland, Florida 33811

Attention: Mr. Craig R. Fuller, P.E.

Subject: **Subsurface Soil Exploration  
Mariposa 6-inch Force Main  
SE Mariposa Avenue  
SE Lennard Road to SE Pear Lane  
Port St. Lucie, Florida**

As requested and authorized, we have completed a shallow subsurface soil exploration and geotechnical engineering evaluation for the subject project. The purposes of performing this exploration were to evaluate the general subsurface conditions in the vicinity of the horizontal directional drilling (HDD) sections along SE Mariposa Avenue and to provide estimated soil parameters. This report documents our findings and presents our engineering recommendations.

### **SITE LOCATION AND SITE DESCRIPTION**

The proposed force main runs along SE Mariposa Avenue from SE Lennard Road to SE Seamist Street in Port St. Lucie, St. Lucie County, Florida (Section 7, Township 37 South, Range 41 East). The general site location is shown superimposed on the Ankona, Florida USGS quadrangle map presented on Figure 1.

### **PROPOSED CONSTRUCTION AND GRADING**

Based on review of a conceptual site plan that was provided to us by CivilSurv Design Group, Inc., it is our understanding that a force main pipeline will run along SE Mariposa Avenue from SE Lennard Road to SE Seamist Street. The pipeline will be installed using horizontal directional drilling (HDD) methodology. We have assumed that the depth of the pipe installation will not exceed 25 feet below existing ground surface. If anything is different from the above, then the recommendations in this report may not be valid and we should be notified to review the corrected information and provide updated recommendations as needed.

### **REVIEW OF SOIL SURVEY MAPS**

The Soil Survey of St. Lucie County, Florida, provided by the U.S. Department of Agriculture, Soil Conservation Service, states that the predominant surficial soil types in the area where the site is located are *Chobee loamy sand*, *Nettles and Oldsmar sand*, *Pineda sand*, *Riviera fine sand*, *Samsula muck*, *Wabasso sand*, and *Waveland fine sand*. These soil types are found in areas of depressions, flatwoods, and drainageways on marine terraces. The soils generally consist of varying types of loose, sandy and loamy soils with the exception of *Samsula muck* which consists of muck to at least top 32 inches underlain by sandy soils.

## FIELD EXPLORATION PROGRAM

The field exploration program included performing four (4) Standard Penetration Test (SPT) borings (B-1 through B-4 on Figures 2 and 3) in the vicinity of the proposed horizontal directional drilling drill pits. The SPT borings were advanced to a depth of 30 feet below the existing ground surface using the general methodology outlined in ASTM D-1586. Descriptions of these field procedures are included in the the Appendix.

Soil samples were recovered from the sampler during the performance of the borings. The samples were visually classified in the field and representative portions of the samples were transported to our laboratory in sealed sample jars. The groundwater level at each of the boring locations was measured during drilling. Upon completion, the borings were backfilled with soil cuttings. The approximate locations of the borings are shown on Figures 2 and 3. These locations were determined in the field by estimating distances from existing site features and should be considered accurate only to the degree implied by the method of measurement used.

## LABORATORY PROGRAM

Representative soil samples obtained during our field sampling operation were packaged and transferred to our laboratory for further visual examination and classification. The soil samples were visually classified in general accordance with the Unified Soil Classification System (ASTM D-2488). The resulting soil descriptions are shown on the soil boring profiles presented in the Appendix.

Samples of the soils collected from the borings (composited from a depth of 5 to 8 feet) were sent to Jupiter Environmental Laboratories, Inc. for corrosivity series testing. The results of the testing are summarized in the following table.

Sample Location	Sample Depth (ft)	pH	Resistivity (ohms-cm)	Chlorides (ppm)	Sulfates (ppm)	Environmental Classification	
						Concrete	Steel
B-1	5-6	7.60	34,000	<58	18i	Slightly Aggressive	Slightly Aggressive
B-2	3-4	7.41	51,000	88	27i	Slightly Aggressive	Slightly Aggressive
B-3	4.5-5.5	5.26	83,000	<58	<35	Moderately Aggressive	Extremely Aggressive
B-4	3.5-4.5	5.06	75,000	37i	<35	Moderately Aggressive	Extremely Aggressive

Based on the environmental classifications provided in Table 1.3.2-1 (Criteria for Substructure Environmental Classifications) of the FDOT Structure Design Guidelines, the soils sampled from the borings at the site would be classified as slightly aggressive for concrete and steel at the boring locations B-1 and B-2 and classified as moderately aggressive for concrete and extremely aggressive for steel at the boring locations B-3 and B-4. A copy of the laboratory test report for the corrosivity series testing is included in the Appendix.

## GENERAL SUBSURFACE CONDITIONS

### General Soil Profile

The results of the field exploration and laboratory programs are graphically summarized on the soil boring profiles presented in the Appendix. The stratification of the boring profiles represents our interpretation of the field boring logs and the results of laboratory examinations of the recovered samples. The stratification lines represent the approximate boundary between soil types. The actual transitions may be more gradual than implied.

As shown on the soil boring profiles in the Appendix, the SPT borings typically encountered loose to medium fine sand (Unified Soil Classification SP), slightly silty fine sand (SP-SM) and slightly clayey fine sand (SP-SC) to the depth of 13 feet. These soils are underlain by loose to medium dense fine sand (SP) and slightly silty fine sand (SP-SM) to the boring termination depth of 30 feet below the existing ground surface. Boring B-4 also encountered medium dense hardpan-type soils between depths of about 3.5 and 5 feet below the existing ground surface. These soil profiles are outlined in general terms only. Please refer to the Appendix for soil profile details.

### Groundwater Level

The groundwater level was measured in the boreholes on the day drilled. As shown in the Appendix, groundwater was encountered in the soil borings at depths ranging from approximately 4.5 and 6 feet below the existing ground surface on the date indicated. The differences in elevation of the groundwater level are partially due to the change in topography across the site. Fluctuations in groundwater levels should be anticipated throughout the year primarily due to seasonal variations in rainfall and other factors that may vary from the time the borings were conducted. We note that the groundwater table may temporarily “perch” at higher levels atop the shallow hardpan soils during or following periods of prolonged or heavy rainfall and during the wet season.

## ENGINEERING EVALUATION

As requested, we have provided our estimates of various soil parameters for the soils we encountered at our boring locations for others to consider in the design of the proposed HDD crossing. The estimated soil parameters are presented below in the table below. We note that values given in the table are based on empirical correlations with the average soil conditions encountered in the referenced borings. Additional laboratory and/or insitu testing can be performed if more accurate soil properties are needed.

Depth (feet*)	Average Blow Count (N <sub>avg</sub> )	Modulus of Elasticity (E <sub>s</sub> , ksf)	Moist Unit Weight (Y <sub>m</sub> , pcf)	Saturated Unit Weight (Y <sub>sat</sub> , pcf)	Internal Friction Angle (Φ)	Shear Modulus (G, ksf)
0-30	15	300	105	113	31	115
* Denotes feet below existing grade.						

Generally, the soil borings indicated the presence of loose to medium dense sandy soils at the site. These soils generally appear to be suitable for the HDD pipeline installation. Some

difficulties may be experienced when penetrating the hardpan-type soil encountered in Boring B-4 from approximately 3.5 to 5 feet below existing ground surface. Groundwater was observed at depths of approximately 4.5 and 6 feet below the existing grades at the time the borings were completed.

### CLOSURE

The analyses submitted herein are based on the data obtained from the soil borings presented in the Appendix. This report does not reflect any variations which may occur adjacent to or between the borings. The nature and extent of the variations between the borings may not become evident until during construction. If variations then appear evident, it will be necessary to re-evaluate the recommendations presented in this report after performing on-site observations during the construction period and noting the characteristics of the variations. This study does not include an evaluation of the environmental (ecological or hazardous/toxic material related) condition of the site and subsurface.


This report has been prepared for the exclusive use of CivilSurv Design Group, Inc. and their client in accordance with generally accepted geotechnical engineering practices. In the event any changes occur in the design, nature, or location of the proposed project, we should review the applicability of conclusions and recommendations in this report. We recommend a general review of final design and specifications by our office to verify that our recommendations are properly interpreted and implemented in the design specifications. Ardaman and Associates should attend the pre-bid and preconstruction meetings to verify that the bidders/contractor understand the recommendations contained in this report.

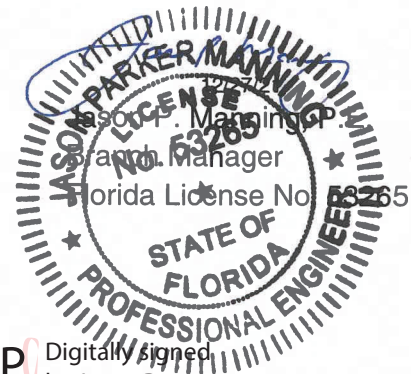
We are pleased to be of assistance to you on this phase of the project. When we may be of further service to you or should you have any questions, please contact us.

Best regards,

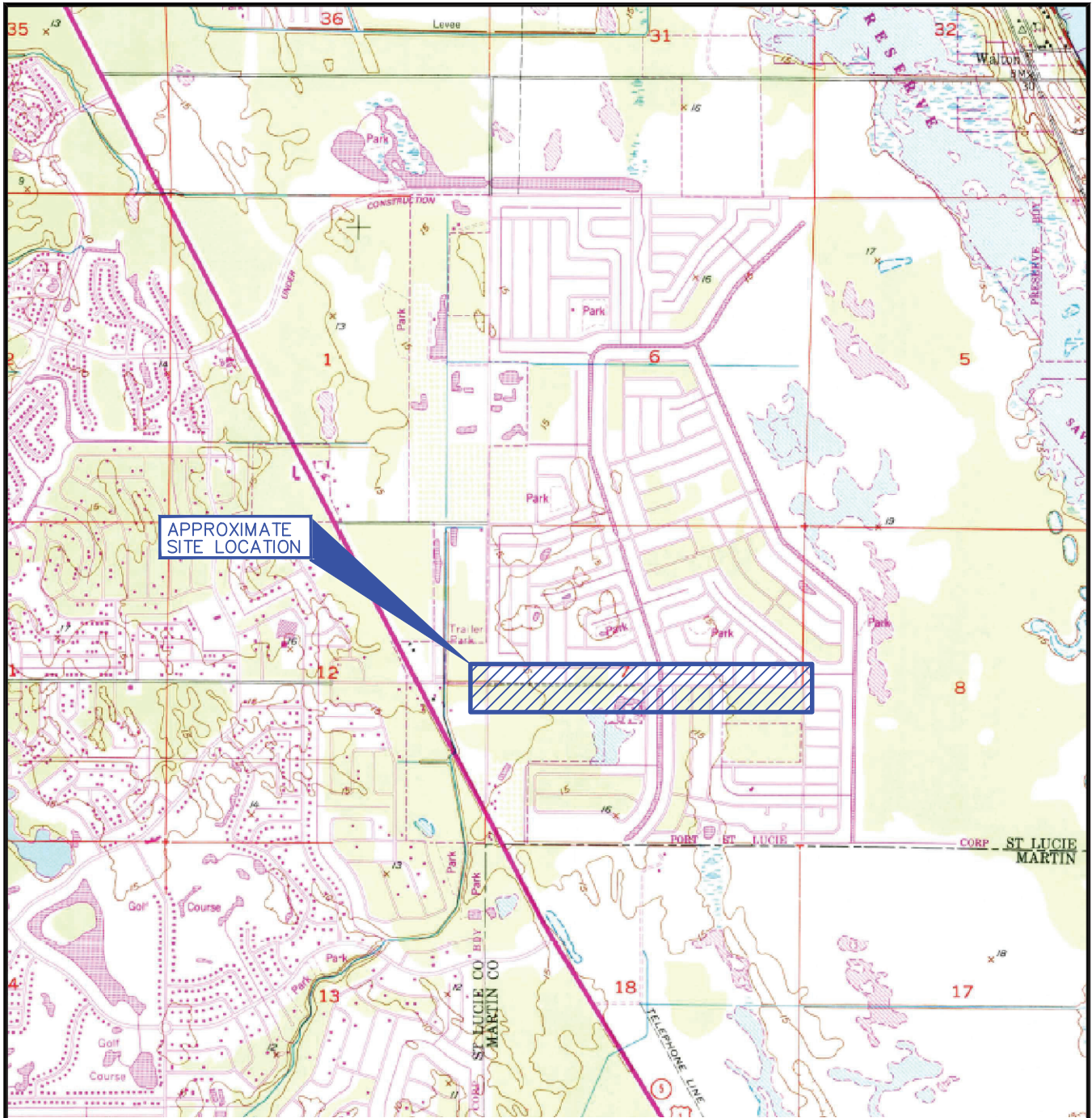
**ARDAMAN & ASSOCIATES, INC.**

*Certificate of Authorization No. 5950*

  
Sharmila Pant, E.I.  
Assistant Project Engineer



Jason P. Manning, P.E.  
Digitally signed  
by Jason P.  
Manning, P.E.  
Date:  
2021.12.27  
16:53:07 -05'00'



SECTION 7  
 TOWNSHIP 37 SOUTH  
 RANGE 41 EAST

OBTAINED FROM U.S.G.S. QUAD MAPS: ANKONA, FLORIDA 1948  
 (PHOTOREVISED 1983)



NOT TO SCALE



QUADRANGLE LOCATION

### SITE LOCATION MAP

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

Subsurface Soil Exploration  
 Mariposa 6-inch Force Main  
 SE Mariposa Avenue  
 Port St. Lucie, Florida

DRAWN BY: SP	CHECKED BY:	DATE: 12/27/2021
FILE NO. 21-5546	APPROVED BY:	FIGURE: 1





NOT TO SCALE

LEGEND

 B STANDARD PENETRATION TEST (SPT) LOCATION

**BORING LOCATION PLAN**

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

Subsurface Soil Exploration  
Mariposa 6-inch Force Main  
SE Mariposa Avenue  
Port St. Lucie, Florida

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FILE NO. 21-5546	APPROVED BY:	FIGURE: 2



NOT TO SCALE

LEGEND

 B STANDARD PENETRATION TEST (SPT) LOCATION

**BORING LOCATION PLAN**

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

Subsurface Soil Exploration  
Mariposa 6-inch Force Main  
SE Mariposa Avenue  
Port St. Lucie, Florida

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FILE NO. 21-5546	APPROVED BY:	FIGURE: 3



PORT ST. LUCIE  
UTILITY SYSTEMS DEPARTMENT  
[utility.cityofPSL.com](http://utility.cityofPSL.com)



Kevin R. Matyjaszek, Director

**Notification/Application for Constructing a Domestic Wastewater Collection/Transmission System**

**Part I. Instructions**

This form must be completed and submitted via email to [UtilEng@cityofPSL.com](mailto:UtilEng@cityofPSL.com) at least 30 days prior to initiating construction. All blanks must be filled. Failure to submit a complete application or required documents will result in the application being returned to the applicant.

Criteria for a general permit for a domestic wastewater collection/transmission system are contained in Rule 62-604.600(6), FAC. Projects with mains larger than 12 inches in diameter or not meeting the criteria in Rule 62-604.600(6), FAC, must apply to FDEP for a permit. Note: Each non-contiguous project (i.e., projects that are not interconnected or are not located on adjacent streets or in the same neighborhood) requires a separate application and fee.

An executed Utility Service Agreement must be on file with PSLUSD and all fees paid.

All information shall be typed or printed in ink. Where attached sheets (or other technical documentation) are utilized in lieu of the blank spaces provided, indicate appropriate cross-references on the form. For Items (1) through (5) of Part II of this application form, if an item is not applicable to your project, indicate "NA" in the appropriate space provided.

Attach a single-sheet overall color PDF site plan or sketch showing the size and approximate location of new or altered gravity sewers, pump stations and force mains; showing the approximate location of manholes and isolation valves; and showing how the proposed project ties into the existing or proposed wastewater facilities. Show water mains in blue, fire hydrants in red, sewer mains in green and force mains in brown.

**Part II. General Project Information**

1. General Project Information

A. Name of Project \_\_\_\_\_  
PSLUSD Project # \_\_\_\_\_

B. Description of Project Location \_\_\_\_\_  
\_\_\_\_\_

C. Estimate of Cost to Construct Project \_\_\_\_\_

PSLUSD Wastewater Collection/Transmission System Permit Application & Design Information

Project Name _____	Permittee _____
--------------------	-----------------

Project information and Purpose (including the total length and material of each diameter of proposed gravity sewers and force mains, total number of manholes, and total number of pump stations.)

Wastewater Treatment Facility	Glades WWTP	Westport WWTP

Estimated date for: Start of Construction \_\_\_\_\_ Completion of Construction \_\_\_\_\_  
 Number of connections to existing system or treatment plant \_\_\_\_\_

2. Collection/Transmission System Permittee

Name _____		Title _____	
Company Name _____			
Address _____			
City _____		State _____	Zip _____
Tel _____	Cell _____		
Email _____			

3. Project Capacity

Type of Unit	Number of Units	Population Per Unit	Total Population (Number of Units x Population Per Unit)	Per Capita Flow in Gallons Per Day (GPD)	Total Average Daily Flow in GPD (Total Population x Per Capita Flow)	Peak Hour Flow in Gallons Per Minute (GPM)
Single-Family Home	_____	_____	_____	_____	_____	_____
Mobile Home	_____	_____	_____	_____	_____	_____
Apartment	_____	_____	_____	_____	_____	_____
Commercial, Institutional, or Industrial Facility*	_____	_____	_____	_____	_____	_____
Total	N/A	N/A		N/A		

PSLUSD Wastewater Collection/Transmission System Permit Application & Design Information

Project Name _____	Permittee _____
--------------------	-----------------

\* Description of commercial, institutional, and industrial facilities and explanation of method used to estimate per capita flow for these facilities:


Design Flow: \_\_\_\_\_ gpd

Number of ERCs: \_\_\_\_\_

4. Pretreatment

Type of Interceptor \_\_\_\_\_ Size \_\_\_\_\_ gpd  
(grease, oil, sand, laundry, etc.)

Type of Interceptor \_\_\_\_\_ Size \_\_\_\_\_ gpd  
(grease, oil, sand, laundry, etc.)

5. Pump Station Data (attach additional sheets as necessary)

Location	Type	Maximum Estimated Flow to the Station (GPD)	Average Estimated Flow to the Station (GPD)	Minimum Estimated Flow to the Station (GPD)	Operating Conditions (GPM @ FT (TDH))
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

6. Collection/Transmission System Design Information

A. This information must be completed for all projects by the applicant’s professional engineer, and if applicable, those professional engineers in other disciplines who assisted with the design of the project. The checklist below shall be used for conventional collection/transmission systems. Low Pressure Sewer Systems, Septic Tank Effluent Pump (STEP) systems and Vacuum Sewer Systems require a different application package. This checklist covers important items but is not necessarily completely comprehensive of collection system construction and does not relieve the engineer from designing the collection system following sound engineering practices.

Complete the tables below:

- The engineer shall initial each requirement if the project has been designed to comply with the standard or criteria.
- Mark “NA” if the requirement does not apply to this project and provide an explanation in section (6)B.

Project Name _____	Permittee _____
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- Mark “NC” if the project has not been designed to comply with the requirement and provide an explanation in section (6)B, including any rule references.

Note, if the project has not been designed in accordance with the standards and criteria set forth in Rules 62-604.400(1) and (2), FAC, an application for an individual permit shall be submitted through FDEP. However, if Rules 62-604.400(1) a (2), FAC, specifically allow for another alternative that will result in an equivalent level of reliability and public health protection, the project can be constructed using the general permit. Also note that each requirement below includes a reference to guidance or rule for further information. The guidance documents given in the checklists are as follows:

- “RSWF” – Recommended Standards for Wastewater Facilities (2014). Health Research, Inc., Health Education Services Division, P.O. Box 7126, Albany, NY 12224, [www.healthresearch.org](http://www.healthresearch.org).
- “MOPFD-12” – Alternative Sewer Systems, Manual of Practice No. FD12. Alternative Sewer Systems (1986). Water Environment Federation, 602 Wythe Street, Alexandria, VA 22314, [www.wef.org](http://www.wef.org).
- “FL DSG” – Design and Specification Guidelines for Low Pressure Sewer Systems (1981). Department of Environmental Protection, 2600 Blair Stone Road, MS 3540, Tallahassee, FL 32399-2400, [www.floridadep.gov](http://www.floridadep.gov).
- “EPA ACS” – Alternative Wastewater Collection Systems (1991). EPA/625/1-91/024. NTIS# PB93-1162591N2; National Technical Information Service, 5285 Port Royal Road, Springfield, VA 22161, [www.ntis.gov](http://www.ntis.gov).

General Requirements

Initials (or “NA” Or “NC”)	Item Number	Requirement
_____	1	The project is designed based on an average daily flow of 100 gallons per capita plus wastewater flow from industrial plans and major institutional and commercial facilities unless water use data or other justification is used to better estimate the flow. The design includes an appropriate peaking factor, which covers I/I contributions and non-wastewater connections to those service lines. [RSWF 11.243]
_____	2	Procedures are specified for operation of the collection/transmission system during construction if work is performed on a system currently in operation. [RSWF 20.15]
_____	3	The project is designed to be located on public rights-of-way, land owned by the permittee, or easements and be located no closer than 100 feet from a public drinking water supply well or no closer than 75 feet from a private drinking water supply well; or documentation is provided in Part II.(6)B., showing that another alternative will result in an equivalent level of reliability and public health protection. [62-604.400(1)(b) and (c), FAC.
_____	4	The project is designed with no physical connections between a public or private potable water supply system and a sewer or force main and with no water pipes passing through or coming into contact with any part of a sewer manhole. [RSFW 38.1]
_____	5	The project is designed to preclude the deliberate introduction of storm water, surface water, groundwater, roof runoff, subsurface drainage, swimming pool drainage, air conditioning system condensate water, non-contact cooling water except as provided by Rule 62-610.668(1), FAC, and sources of uncontaminated wastewater, except to augment the supply of reclaimed water in accordance with Rule 62.610.472(3)(c), FAC. [62-604.400(1)(d), FAC]
_____	6	The project is designed so that all new or relocated, buried sewers and force mains, are located in accordance with the separation requirements for water mains and reclaimed water lines of Rules 62-604.400(2)(g) and (h), FAC. Note, if the criteria of Rules 62-604.400(2)(g)4. or (2)(h)3.,FAC, are used, describe in Part II.(6)B. alternative construction features that will be provided to afford a similar level of reliability and public health protection. [62-604.400(2)(g) and (h), and (i) and (3), FAC]

Project Name _____	Permittee _____
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Gravity Sewers

Initials (or "NA" Or "NC")	Item Number	Requirement
_____	7	The project is designed with no public gravity sewer conveying raw wastewater less than 8 inches in diameter. [RSWF 33.1]
_____	8	The design considers buoyancy of sewers, and appropriate construction techniques are specified to prevent flotation of the pipe where high groundwater conditions are anticipated. [RSWF 33.3]
_____	9	All sewers are designed with slopes to give mean velocities, when flowing full, of not less than 2.0 feet per second, based on Manning's formula using an "n" value of 0.013; or if it is not practicable to maintain these minimum slopes and the depth of flow will be 0.3 of the diameter or greater for design average flow, the owner of the system has been notified that additional sewer maintenance will be required. The pipe diameter and slope are selected to obtain the greatest practical velocities to minimize solids deposition problems. Oversized sewers are not specified to justify flatter slopes. [RSWF 33.41, 33.42, AND 33.43]
_____	10	Sewers are designed with uniform slope between manholes. [RSWF 33.44]
_____	11	Where velocities greater than 10 feet per second are designed, provisions to protect against displacement by erosion and impact are specified. [RSWF 33.45]
_____	12	Sewers on 20% slopes or greater are designed to be anchored securely with concrete, or equal, anchors spaced as follows: not over 36 feet center to center on grades 20% and up to 35%; not over 24 feet center to center on grades 35% and up to 50%; and not over 16 feet center to center on grades 50% and over. [RSWF 33.46]
_____	13	Sewers are designed with straight alignment between manholes. [RSWF 33.5]
_____	14	Suitable couplings complying with ASTM specifications are required for joining dissimilar materials. [RSWF 33.7]
_____	15	Sewers are designed to prevent damage from superimposed loads. [RSWF 33.7]
_____	16	Appropriate specifications for the pipe and methods of bedding and backfilling are provided so as not to damage the pipe or its joints, impede cleaning operations and future tapping, nor create excessive side fill pressures and ovulation of the pipe, nor seriously impair flow capacity. [RSWF 33.81]
_____	17	Appropriate deflection tests are specified for flexible pipe including PVC. Testing is required after the final backfill has been in place at least 30 days to permit stabilization of the soil-pipe system. Testing requirements specify: 1) no pipe shall exceed a deflection of 5%; 2) using a rigid ball or mandrel for the deflection test with a diameter not less than 95% of the base inside diameter or average inside diameter of the pipe, depending on which is specified in the ASTM specification, including the appendix, to which the pipe is manufactured; and 3) performing the test without mechanical pulling devices. [RSWF 33.85]
_____	18	Leakage tests are specified requiring that: 1) the leakage exfiltration or infiltration does not exceed 100 gallons per inch of pipe diameter per mile per day for any section of the system; 2) exfiltration or infiltration tests be performed with a minimum positive head of 2 feet; and 3) air tests, as a minimum, conform to the test procedure described in ASTM C-828 for clay pipe; ASTM C 924 for concrete pipe, ASTM F-1417 for plastic pipe, and for other materials appropriate test procedures. [RSWF 33.93, 33.94, and 33.95]
_____	19	If an inverted siphon is proposed, documentation of its need is provided in Part II.(6)B. Inverted siphons are designed with: 1) at least two barrels; 2) a minimum pipe size of 6 inches; 3) necessary appurtenances for maintenance, convenient flushing, and cleaning equipment; and 4) inlet and discharge structures having adequate clearances for cleaning equipment, inspection, and flushing. Design provides sufficient head and appropriate pipe sizes to secure velocities of at least 3.0 feet per second for design average flows. The inlet and outlet are designed so that the design average flow may be diverted to one barrel, and that either barrel may be cut out of service for cleaning. [RSWF 35]

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<u>Manholes</u>		
Initials (or "NA" Or "NC")	Item Number	Requirement
_____	20	The project is designed with manholes at the end of each line; at all changes in grade, size, or alignment; at all intersections; and at distances not greater than 400 feet for sewers 15 inches or less and 500 feet for sewers 18 inches to 30 inches, except in the case where adequate modern cleaning equipment is available at distances not greater than 600 feet. [RSWF 34.1]
_____	21	Design requires drop pipes to be provided for sewers entering manholes at elevations of 24 inches or more above the manhole invert. Where the difference in elevation between the incoming sewer and the manhole is less than 24 inches, the invert is designed with a fillet to prevent solids deposition. Inside drop connections (when necessary) are designed to be secured to the interior wall of the manhole and provide access for cleaning. Design requires the entire outside drop connection to be encased in concrete. [RSWF 34.2]
_____	22	Manholes are designed with minimum diameter of 48 inches and a minimum access diameter of 24 inches. [RSWF 34.3]
_____	23	Design requires that a bench be provided on each side of any manhole channel when the pipe diameter(s) are less than the manhole diameter and that no lateral sewer, service connection, or drop manhole pipe discharges onto the surface of the bench. [RSWF 34.5]
_____	24	Design requires: 1) manhole lift holes and grade adjustment rings be sealed with non-shrinking mortar or other appropriate material; 2) inlet and outlet pipes be joined to the manhole with a gasketed flexible watertight connection or another watertight connection arrangement that allows differential settlement of the pipe and manhole wall; and 3) watertight manhole covers be used wherever the manhole tops may be flooded by street runoff or high water. [RSWF 34.6]
_____	25	Manhole inspection and testing for watertightness or damage prior to placing into service are specified. Air testing, if specified for concrete sewer manholes, conforms to the test procedures described in ASTM C-1224. [RSWF 34.7]
_____	26	Electrical equipment specified for use in manholes is consistent with Item 46 of this checklist. [RSWF 34.9]
_____	27	Sewers and force mains entering or crossing streams are designed to be constructed of ductile iron pipe with mechanical joints or so they will remain watertight and free from changes in alignment or grade or constructed of HDPE with fused joints for directional drilling. Appropriate materials which will not readily erode, cause siltation, damage pipe during placement, or corrode the pipe are specified to backfill the trench. [RSWF 36.21]
_____	28	Stream crossings are designed to incorporate valves or other flow regulating devices (which may include pump stations) on the shoreline or at such distances from the shoreline to prevent discharge in the event the line is damaged. [62-604.400(2)(j)5., FAC]
_____	29	Sewers and force mains entering or crossing streams are designed at a sufficient depth below the natural bottom of the stream bed to protect the line. At a minimum, the project is designed with subaqueous lines to be buried at least three feet below the design or actual bottom, whichever is deeper, of a canal and other dredged waterway or the natural bottom of streams, rivers, estuaries, bays, and other natural water bodies; or if it is not practicable to design the project with less than three-foot minimum cover, alternative construction features (e.g., a concrete cap, sleeve, or some other properly engineered device to insure adequate protection of the line) are described in Part II.C. [62-604.400(2)(j)1., FAC, and RSWF 36.11]
_____	30	Specifications require permanent warning signs be placed on the banks of canals, streams, and rivers clearly identifying the nature and location (including depths below design or natural bottom) of subaqueous crossings and suitably fixed sign to be placed at the shore for subaqueous crossing of lakes, bays, and other large bodies of water, and in any area where anchoring is normally expected. [62-604.400(2)(j)2.,FAC]
_____	31	Provisions for testing the integrity of subaqueous lines are specified. [62-604.400(2)(j)4.,FAC]
_____	32	Supports are designed for all joints in pipes utilized for aerial crossings and to prevent overturning and settlement. Expansion jointing is specified between above ground and below ground sewers and force mains. The design considers the impact of floodwaters and debris. [RSWF 37]
_____	33	Aerial crossings are designed to maintain existing or required navigational capabilities within the waterway and to reserve riparian rights of adjacent property owners. [62-604.400(2)(j)3.,FAC]



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Pump Stations

Initials (or "NA" Or "NC")	Item Number	Requirement
_____	34	In areas with high water tables, pump stations are designed to withstand flotation forces when empty. When siting the pump station, the design considers the potential for damage or interruption of operation because of flooding. Pump station structures and electrical and mechanical equipment are designed to be protected from physical damage by the 100-year flood. Pump stations are designed to remain fully operational and accessible during the 25-year flood unless lesser flood levels are appropriate based on local considerations, but not less than the 10-year flood. [62-604.400(2)(e), FAC]
_____	35	Pump stations are designed to be readily accessible by maintenance vehicles during all weather conditions. [RSWF 41.2]
_____	36	Wet well and pump station piping is designed to avoid operational problems from the accumulation of grit. [RSWF 41.3]
_____	37	Dry wells, including their superstructure, are designed to be completely separated from the wet well. Common walls are designed to be gas tight. [RSWF 42.21]
_____	38	The design includes provisions to facilitate removing pumps, motors, and other mechanical and electrical equipment. [RSWF 42.22]
_____	39	The design includes provisions for: 1) suitable and safe means of access for persons wearing self-contained breathing apparatus are provided to dry wells, and to wet wells; 2) stairway access to wet wells more than 4 feet deep containing either bar screens or mechanical equipment requiring inspection or maintenance; 3) for built-in-place pump stations, a stairway to the dry well with rest landings at vertical intervals not to exceed 12 feet; 4) for factory-built pump stations over 15 feet deep, a rigidly fixed landing at vertical intervals not to exceed 10 feet unless a manlift or elevator is provided; and 5) where a landing is used, a suitable and rigidly fixed barrier to prevent an individual from falling past the intermediate landing to a lower level. If a manlift or elevator is provided, emergency access is included in the design. [RSWF 42.23]
_____	40	Specified construction materials are appropriate under conditions of exposure to hydrogen sulfide and other corrosive gases, greases, oils, and other constituents frequently present in wastewater. [RSWF 42.25]
_____	41	Multiple pumps are specified, and each pump has an individual intake. Where only two units are specified, they are of the same size. Specified units have capacity such that, with any unit out of service, the remaining units will have capacity to handle the design peak hourly flow. [RSWF 42.31 and 42.36]
_____	42	The design includes provisions for appropriate protection from clogging for small pump stations. [RSWF 42.322]
_____	43	Pumps handling raw wastewater are designed to pass spheres of at least 3 inches in diameter. Pump suction and discharge openings are designed to be at least 4 inches in diameter. Note, this provision is not applicable to grinder pumps. [RSWF 42.33]
_____	44	The design requires pumps be placed such that under normal operating conditions they will operate under a positive suction head, unless pumps are suction-lift pumps. [RSWF 42.34]
_____	45	The design requires: 1) pump stations be protected from lightning and transient voltage surges; and 2) pump stations be equipped with lightning arrestors, surge capacitors, or other similar protection devices and phase protection. Note, small pump stations serving a single building are not required to provide surge protection devices if not necessary because the pump station is protected by the surge protection device of the single building. [62-604.400(2)(b), FAC]
_____	46	The design requires 1) electrical systems and components (e.g., motors, lights, cables, conduits, switch boxes, control circuit, etc.) in raw wastewater wet wells, or in enclosed or partially enclosed spaces where hazardous concentration of flammable gases or vapors may be present, comply with the National Electrical Code requirements; 2) electrical equipment located in wet wells be suitable for use under corrosive conditions; 3) each flexible cable be provided with a watertight seal and separate strain relief; 4) a fused disconnect switch located above ground be provided for the main power feed for all pump stations; 5) electrical equipment exposed to weather to meet the requirements of weatherproof equipment NEMA 3R or 4; 6) a 110 volt power receptacle to facilitate maintenance be provided inside the control panel for pump stations that have control panels outdoors; and 7) ground fault interruption protection be provided for all outdoor outlets. [RSWF 42.35]
_____	47	The design requires a sump pump equipped with dual check valves be provided in dry wells to remove leakage or drainage with discharge above maximum high water level of the wet well. [RSWF 42.37]

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Project Name _____	Permittee _____
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Initials (or "NA" Or "NC")	Item Number	Requirement
_____	48	Pump/pump station design capacities are based on the peak hourly flow and are adequate to maintain a minimum velocity of 2 feet per second in the force main. [RSWF 42.38]
_____	49	The design includes provisions to automatically alternate the pumps in use. [RSWF 42.4]
_____	50	The design requires: 1) suitable shutoff valves be placed on the suction line of pumps/dry pit pumps; 2) suitable shutoff and check valves be placed on the discharge line of each pump (except on screw pumps); a check valve be located between the shutoff valve and the pump; 4) check valves be suitable for the material being handled; 5) check valves be placed on the horizontal portion of discharge piping (except for ball checks, which may be placed in the vertical run); 6) all valves be capable of withstanding normal pressure and water hammer; and 7) all shutoff and check valves be operable from the floor level and accessible for maintenance. [RSWF 42.5]
_____	51	The effective volume of wet wells is based on design average flows and a filling time not to exceed 30 minutes unless the facility is designed to provide flow equalization. The pump manufacturer's duty cycle recommendations were utilized in selecting the minimum cycle. [RSWF 42.62]
_____	52	The design requires wet well floors have a minimum slope of 1 to 1 to the hopper bottom and the horizontal area of hopper bottoms be no greater than necessary for proper installation and function of the inlet. [RSWF 42.63]
_____	53	For covered wet wells, the design provides for air displacement to the atmosphere, such as an inverted "j" tube or other means. [RSWF 42.64]
_____	54	The design provides for adequate ventilation at all pump stations. Mechanical ventilation shall be provided where the dry well is below the surface. Permanently installed ventilation shall be provided if screens or mechanical equipment requiring maintenance or inspection are located in the wet well. Pump stations are designed with no interconnection between the wet well and dry well ventilation systems. [RSWF 42.71]
_____	55	The design requires all intermittently operated ventilation equipment to be interconnected with the respective pit lighting system and the manual lighting/ventilation switch to override the automatic controls. [RSWF 42.73]
_____	56	The design requires the fan wheels of ventilation systems to be fabricated from non-sparking material and automatic heating and dehumidification equipment be provided in all dry wells. [RSWF 42.74]
_____	57	If wet well ventilation is continuous, design provides for at least 12 complete 100% fresh air changes per hour; if wet well ventilation is intermittent, design provides for at least 30 complete 100% fresh air changes per hour; and design requires air to be forced into wet wells by mechanical means rather than solely exhausted from the wet well. [RSWF 42.75]
_____	58	If dry well ventilation is continuous, design provides at for least 12 complete 100% fresh air changes per hour; and if dry well ventilation is intermittent, design provides for at least 30 complete 100% fresh air changes per hour, unless a system of two speed ventilation with an initial ventilation rate of 30 changes per hour for 10 minutes and automatic switch over to 6 changes per hour is used to conserve heat. [RSWF 42.76]
_____	59	Pump stations are designed and located on the site to minimize adverse effects from odors, noise, and lighting. [62-604.400(2)(c), FAC]
_____	60	The design requires pump stations be enclosed with a fence or otherwise designed with appropriate features to discourage the entry of animals and unauthorized persons. Posting of an unobstructed sign made of durable weather resistant material at a location visible to the public with a telephone number for a point of contact in case of emergency is specified. [62-604.400(2)(d), FAC]
_____	61	The design requires suitable devices for measuring wastewater flow at all pump stations. Indicating, totalizing, and recording flow measurement are specified for pump stations with a 350 gpm or greater design peak flow. [RSWF 42.8]
_____	62	The project is designed with no physical connections between any potable water supplies and pump stations. If a potable water supply is brought to the station, reduced-pressure principle backflow-prevention assemblies are specified. [RSWF 42.9 and 62-555.30(4), FAC]

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Additional Items to be Completed for Suction-Lift Pump Stations

Initials (or "NA" Or "NC")	Item Number	Requirement
_____	63	The design requires all suction-lift pumps to be either self-priming or vacuum-priming and the combined total of dynamic suction-lift at the "pump off" elevation and required net positive suction head at design operating conditions not to exceed 22 feet. For self-priming pumps, the design requires: 1) pumps be capable of rapid priming and repriming at the "lead pump on" elevation with self-priming and repriming accomplished automatically under design operating conditions; 2) suction piping not to exceed the size of the pump suction or 25 feet in total length; and 3) priming lift at the "lead pump on" elevation to include a safety factor of at least 4 feet from the maximum allowable priming lift for the specific equipment at design operating conditions. For vacuum-priming pump stations, the design requires dual vacuum pumps capable of automatically and completely removing air from the suction-lift pumps and the vacuum pumps be adequately protected from damage due to wastewater. [RSWF 43.1]
_____	64	The design requires: 1) suction-lift pump equipment compartments to be above grade or offset and to be effectively isolated from the wet well to prevent a hazardous and corrosive sewer atmosphere from entering the equipment compartment; 2) wet well access not to be through the equipment compartment and to be at least 24 inches in diameter; 3) gasketed replacement plates be provided to cover the opening to the wet well for pump units to be removed for service; and 4) no valving be located in the wet well. [RSWF 43.2]

Additional Items to be Completed for Submersible Pump Stations

Initials (or "NA" Or "NC")	Item Number	Requirement
_____	65	Submersible pumps and motors are designed specifically for raw wastewater use, including totally submerged operation during a portion of each pump cycle and to meet the requirements of the National Electrical Code for such units. Provisions for detecting shaft seal failure or potential seal failure are included in the design. [RSWF 44.1]
_____	66	The design requires submersible pumps to be readily removable and replaceable without dewatering the wet well or disconnecting any piping in the wet well. [RSWF 44.2]
_____	67	In submersible pump stations, electrical supply, control, and alarm circuits are designed to provide strain relief, to allow disconnection from outside the wet well; and to protect terminals and connectors from corrosion by location outside the wet well or through use of watertight seals. [RSWF 44.31]
_____	68	In submersible pump stations, the design requires the motor control center to be located outside the wet well, readily accessible, and protected by a conduit seal or other appropriate measures meeting the requirements of the National Electrical Code, to prevent the atmosphere of the wet well from gaining access to the control center. If a seal is specified, the motor can be removed and electrically disconnected without disturbing the seal. The design requires control equipment exposed to weather to meet the requirements of weatherproof equipment NEMA 3R or 4. [RSWF 44.32]
_____	69	In submersible pump stations, the design requires: 1) pump motor power cords be flexible and serviceable under conditions of extra hard usage and to meet the requirements of the National Electrical Code standards for flexible cords in wastewater pump stations; 2) ground fault interruption protection be used to de-energize the circuit in the event of any failure in the electrical integrity of the cable; and 3) power cord terminal fittings be corrosion-resistant and constructed in a manner to prevent the entry of moisture into the cable, provided with strain relief appurtenances, and designed to facilitate field connecting. [RSWF 44.33]
_____	70	In submersible pump stations, the design requires all shut-off and check valves be located in a separate valve pit. Provisions to remove or drain accumulated water from the valve pit are included in the design. [RSWF 44.4]

Project Name _____	Permittee _____
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Emergency Operations for Pump Stations

Initials (or "NA" Or "NC")	Item Number	Requirement
_____	71	Pump stations are designed with an alarm system which activates in cases of power failure, sump pump failure, pump failure, unauthorized entry, or any cause of pump station malfunction. Pump station alarms are designed to be telemetered to a facility that is manned 24 hours a day. If such a facility is not available and a 24-hour holding capacity is not provided, the alarm is designed to be telemetered to utility offices during normal work hours and to the home of the responsible person(s) in charge of the lift station during off-duty hours. Note, if an audio-visual alarm system with a self-contained power supply is provided in lieu of a telemetered system, documentation is provided in Part II.(6) B. showing an equivalent level of reliability and public health protection. [RSWF 46]
_____	72	The design requires emergency pumping capability be provided for all pump stations. For pump stations that receive flow from one or more pump stations through a force main or pump stations discharging through pipes 12 inches or larger, the design requires uninterrupted pumping capability be provided, including an in-place emergency generator. Where portable pumping and/or generating equipment or manual transfer is used, the design includes sufficient storage capacity with an alarm system to allow time for detection of pump station failure and transportation and connection of emergency equipment. [62-604.400(2)(a)1. and 2., FAC and RSWF 47.423 and 47.433]
_____	73	The design requires: 1) emergency standby systems to have sufficient capacity to start up and maintain the total rated running capacity of the station, including lighting, ventilation, and other auxiliary equipment necessary for safety and proper operation; 2) special sequencing controls be provided to start pump motors unless the generating equipment has capacity to start all pumps simultaneously with auxiliary equipment operation; 3) a riser from the force main with rapid connection capabilities and appropriate valving be provided for all pump stations to hook up portable pumps; and 4) all pump station reliability design features be compatible with the available temporary service power generating and pumping equipment of the authority responsible for operation and maintenance of the collection/transmission system. [62-604.400(2)(a)3., FAC, and RSWF 47.431]
_____	74	The design provides for emergency equipment to be protected from operation conditions that would result in damage to the equipment and from damage at the restoration of regular electrical power. [RSWF 47.411, 47.417, and 47.432]
_____	75	For permanently installed internal combustion engines, underground fuel storage and piping facilities are designed in accordance with applicable state and federal regulations; and the design requires engines to be located above grade with adequate ventilation of fuel vapors and exhaust gases. [RSWF 46.414 and 46.415]
_____	76	For permanently installed or portable engine-driven pumps, the design includes provisions for manual start-up. [RSWF 46.422]
_____	77	Where independent substations are used for emergency power, each separate substation and its associated transmission lines is designed to be capable of starting and operating the pump station at its rated capacity. [RSWF 47.44]

Force Mains

Initials (or "NA" Or "NC")	Item Number	Requirement
_____	78	Force mains are designed to maintain, at design pumping rates, a cleaning velocity of at least 2 feet per second. The minimum force main diameter specified for raw wastewater is not less than 4 inches. (Not applicable to low pressure sewer systems) [RSWF 49.1]
_____	79	The design requires: 1) branches of intersecting force mains be provided with appropriate valves such that one branch may be shut down for maintenance and repair without interrupting the flow of the other branches; and 2) stub-outs on force mains, placed in anticipation of future connections, be equipped with a valve to allow such connection without interruption of service. [62-604.400(2)(f), FAC]

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Initials (or "NA" Or "NC")	Item Number	Requirement
_____	80	The design requires air relief valves be placed at high points in the force main to prevent air locking. [RSWF 49.2]
_____	81	Specified force main pipe and joints are equal to water main strength materials suitable for design conditions. The force main, reaction blocking, and station piping are designed to withstand water hammer pressures and stresses associated with the cycling of wastewater pump stations. [RSWF 49.4]
_____	82	When the Hazen and Williams formula is used to calculate friction losses through force mains, the value for "C" is 100 for unlined iron or steel pipe for design. For other smooth pipe materials, such as PVC, polyethylene, lined ductile iron, the value for "C" does not exceed 120 (130 for PVC and HDPE) for design. (Not applicable to low pressure sewer systems) [RSWF 49.61]
_____	83	Where force mains are constructed of material, which might cause the force main to be confused with potable water mains, specifications require the force main to be clearly identified. [RSWF 49.7]
_____	84	Leakage tests for force mains are specified including testing methods and leakage limits. [RSWF 49.8]

**For any items marked "NA" or "NC," provide an explanation in section 6(B).**

PSLUSD Wastewater Collection/Transmission System Permit Application & Design Information

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B. Explanation for Requirements or Standards Marked “NA” or “NC” in II(6)A above.

C. Alternative Construction Features (Attach additional sheets if necessary):

Project Name _____	Permittee _____
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**Part III. Certifications**

1) Certification by Collection/Transmission System Permittee

I, the undersigned owner or authorized representative\* of \_\_\_\_\_ am fully aware that the statements made in this application for a construction permit are true, correct and complete to the best of my knowledge and belief. I agree to retain a design engineer or another professional engineer registered in Florida, to conduct on-site observations of construction, to prepare a certification of completion of construction, and to review record drawings for adequacy. Further, I agree to provide an appropriate operation and maintenance manual for the facilities pursuant to Rule 62-604.500(4), FAC, and to retain a professional engineer registered in Florida to examine (or to prepare if desired) the manual. I am fully aware that City approval must be obtained before this project is placed into service for any purpose other than testing for leaks and testing equipment operation.

Signed \_\_\_\_\_ Date \_\_\_\_\_  
 Name \_\_\_\_\_ Title \_\_\_\_\_

\* Attach a letter of authorization.

2) Statement by Owner of Collection/Transmission System

The City of Port St Lucie certifies that it will be the Owner of this project after it is placed into service. The City agrees that it will operate and maintain this project in a manner that will comply the applicable FDEP rules. The City agrees that it will promptly notify FDEP if it sells or legally transfers ownership of this project.

Name	Kevin R. Matyjaszek	Title	Director		
Company Name	City of Port St Lucie				
Address	1001 SE Prineville St				
City	Port St Lucie	State	FL	Zip	34983
Telephone	772-873-6400				
Email	<a href="mailto:kmatyjaszek@cityofPSL.com">kmatyjaszek@cityofPSL.com</a>				

3) Statement by Wastewater Facility Serving Collection/Transmission System

The City of Port St Lucie, owner of Glades WWTP / Westport WWTP wastewater facility, hereby certifies that the above referenced facility has the capacity to receive the wastewater generated by the proposed collection system; is in compliance with the capacity analysis report requirements of Rule 62-600.405, FAC; is not under an FDEP order associated with effluent violations or the ability to treat wastewater adequately; and will provide the necessary treatment and disposal as required by Chapter 403, FS, and applicable FDEP rules.

PSLUSD Wastewater Collection/Transmission System Permit Application & Design Information

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Name of Treatment Plant Serving Project	Glades WWTP	Westport WWTP
FDEP Facility ID	FLA326321	FLA139653
County	St Lucie County	City
		City of Port St Lucie
Maximum monthly average daily flow over the last 12 month period	MGD	Month(s) used
Maximum three-month average daily flow over the last 12 month period	MGD	Month(s) used
Current permitted capacity	MGD	AADF
		MADF
		TMADF
Current outstanding flow commitments (including this project) against treatment plant capacity		MGD

Name	Kevin R. Matyjaszek	Title	Director		
Company Name	City of Port St Lucie				
Address	1001 SE Prineville St				
City	Port St Lucie	State	FL	Zip	34983
Telephone	772-873-6400				
Email	<a href="mailto:kmatyjaszek@cityofPSL.com">kmatyjaszek@cityofPSL.com</a>				

4) Professional Engineer Registered in Florida

I, the undersigned professional engineer registered in Florida, certify that I am in responsible charge of the preparation and production of engineering documents for this project; that plans and specifications for this project have been completed; that I have the expertise in the design of wastewater collection/transmission systems; and that, to the best of my knowledge and belief, the engineering design for this project complies with the requirements of Chapter 62-604, FAC.

(affix seal)

Signed \_\_\_\_\_  
Date \_\_\_\_\_

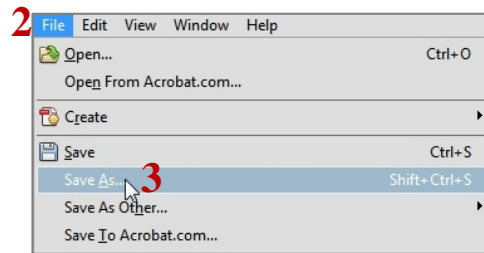
Name \_\_\_\_\_ FL Registration No. \_\_\_\_\_  
Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Cell \_\_\_\_\_ Fax \_\_\_\_\_  
Email \_\_\_\_\_  
Portion of the project for which responsible: \_\_\_\_\_



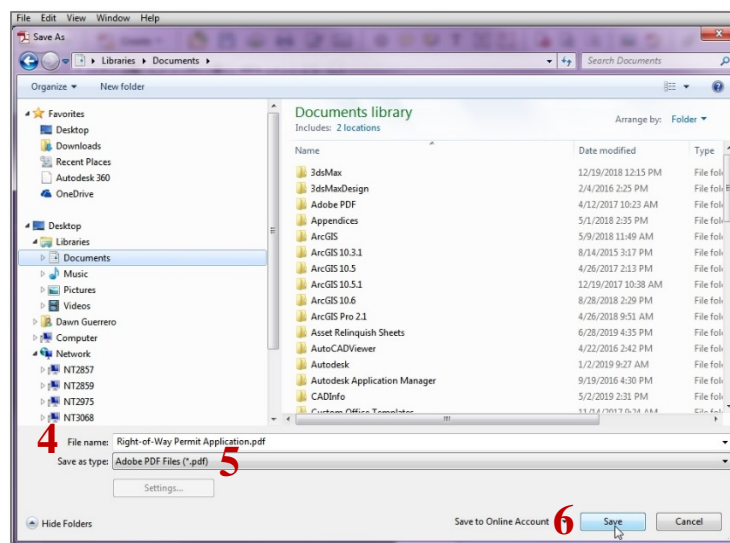
# Electronic Permit Submittal Instructions

## Right-of-Way (Excavation) Permit Application

1. Complete fillable form on your PC
2. Click **FILE**
3. Click **SAVE AS**



4. Enter file name
5. Save as type – PDF
6. Click **SAVE** – Electronic fillable form will save to your PC



7. Compose email to [RWexc@cityofpsl.com](mailto:RWexc@cityofpsl.com)
  - a. Make sure to reference the application in the subject line, along with the location of the project being requested (ex.: ROW Permit – 123 SW Main St.)
8. Attach the following to the email (see page 2 of application)
  - a. Completed application
  - b. Vicinity Map
  - c. Maintenance of Traffic Plan (if applicable)
  - d. Certificate of Insurance
  - e. Any other pertinent files
9. Click **SEND**



# City of Port St Lucie Public Works Department

## *Right-of-Way and Easement (Excavation) Permit Application*

*Revision Date: December 2020*

*Per City Ordinance 07-99 "Commercial and Residential Permits will be valid for a period of one year after date of issuance/approval. If no site work has occurred within this time, the permit is null and void and no fees will be refunded."*

Applicant Project/Job #:		Permit #:		Contractor ID #:	
--------------------------	--	-----------	--	------------------	--

Applicant/Permittee Information		Contractor Information	
Company:		Company:	
Contact:		Contact:	
Address:		Address:	
Phone:		Phone:	
Email:		Email:	
Method of Work:			
Purpose of Work:			
Project Location:			
Estimated Start Date:		Estimated End Date:	
	Require Lane or Sidewalk Closure	SPRC Project #: (if applicable)	
<p>I, _____, intending to be legally bound, hereby certify that the work authorized by the issuance of this permit will be installed in accordance with all applicable Port St. Lucie City Codes of Ordinances and other appropriate permits.</p>			

<i>For City Use Only City Approvals</i>				
Public Works General Reviewer		Public Works Irrigation Reviewer		Utilities Reviewer
Traffic Operations Reviewer		Public Works Director or Designee Approval		
Reviewer Notes:				



# City of Port St Lucie Public Works Department

*Right-of-Way and Easement (Excavation) Permit Application*

*Revision Date: December 2020*

Pre-Construction Inspector:		Date:	
Post-Construction Inspector:		Date:	
Post-Construction Approver:		Date:	
Inspector Notes:			



# CITY OF PORT ST. LUCIE PUBLIC WORKS DEPARTMENT

## *Right-of-Way and Easement (Excavation) Permit Application* January 2021

### **Required Submittal Items**

- \_\_\_\_\_ Completed application
- \_\_\_\_\_ Vicinity map
- \_\_\_\_\_ Excavation plan
  - \_ North Arrow
  - \_ Right-of-way lines
  - \_ Edge of pavement
  - \_ Distance from right-of-way to proposed excavation site
  - \_ Conduit/cable size and type
  - \_ Typical cross section
  - \_ Depth of utility
  - \_ Method of proposed road crossing (directional bore, open cut, etc.)
  - \_ Method of repair and restoration
  - \_ Existing PSL utilities and conflict resolution statement
  - \_ Existing sidewalks, driveways, and conflict resolution statement
- \_\_\_\_\_ Will this work require lane or sidewalk closures?    Yes            No
  - If yes, a Maintenance of Traffic plan in accordance with FDOT Standard Plans is required. Prior to the start of work a [City of Port St. Lucie Road/Lane & Sidewalk Closure Request Form](#) must be submitted to the Public Works Dept. (Sec.54.70)
- \_\_\_\_\_ Certificate of insurance (Sec.54.22)
  - \_ Up to date coverage
  - \_ \$2,000,000 aggregate, for bodily injury and property damage liability
  - \_ Commercial automobile liability insurance covering any auto with limits not less than \$1,000,000 per accident
  - \_ Workers' compensation insurance and employers' liability in accordance with Chapter 440, Florida Statutes, and
  - \_ Commercial general liability insurance with no less than \$1,000,000 each occurrence.
  - \_ A waiver of subrogation is required in favor of the City of Port St. Lucie under each policy
  - \_ Except workers' compensation and employers' liability, said certificate(s) shall clearly state that coverage required has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as additional insured, and include the specific area in which the permit is issued.
  - \_ The certificate of insurance shall be current and shall evidence policies issued from a company or companies duly licensed by the state and acceptable to the City.
- \_\_\_\_\_ Is this work associated with an approved SPRC project?    Yes            No
  - If yes, please provide the permit number (PXX-XXX):

### **Permit Requirements**

- A. Permits are required for all work performed in any Right-of-Way provided for public use in the City of Port St. Lucie. (Sec.54.20)
- B. **Notice of Commencement:** All stakeholders including residents within the project limits shall be notified a minimum of 48 hours prior to but no greater than seven (7) days of any construction activity. The Public Works/Engineering Department shall be notified via [RWexc@cityofpsl.com](mailto:RWexc@cityofpsl.com) at least 48 hours in advance of any construction activity. Lack of notification could result in nullification of the permit. (Sec.54.21)
- C. The Right-of-Way permit, and if applicable the Road/Lane Closure permit, shall be available at the location of the work during working hours. (Sec.54.21)
- D. When pedestrian and/or vehicular traffic are to be affected during the course of construction a [City of Port St. Lucie Road/Lane & Sidewalk Closure Request Form](#) shall be required. (Sec. 54.21)
- E. When encroaching work requires a sidewalk closure, an alternate pedestrian route shall be required. Alternate pedestrian routes shall meet the requirements of FDOT Standard Plans, Index 102-660. (Sec. 54.21)
  - a. Provide a 5' wide temporary walkway, except where space restrictions warrant a minimum width of 4'.
  - b. Provide a cross-slope with a maximum value of 0.02 for all temporary walkways.



# CITY OF PORT ST. LUCIE PUBLIC WORKS DEPARTMENT

## *Right-of-Way and Easement (Excavation) Permit Application*

*January 2021*

- c. Maintain temporary walkway surfaces and ramps that are stable, firm, slip-resistant, and free of any obstructions or hazards such as holes, debris, mud, construction equipment and stored material.
  - d. Meet the requirements of FDOT Index 522-002 for temporary curb ramps.
  - e. Place pedestrian longitudinal channelizing device(s) (LCD) across the full width of the closed sidewalk. For temporary walkways, similar to Sidewalk Diversion, place LCDs to delineate both sides of the temporary walkway.
  - f. For sidewalk diversions, ensure that there is sufficient R/W for placement of temporary sidewalk and pedestrian longitudinal channelizing devices.
- F. The permittee is responsible for obtaining necessary permits from other governing agencies, including but not limited to, the Florida Department of Transportation (FDOT), the Florida Department of Environmental Protection (FDEP), and the South Florida Water Management District (SFWMD).
- G. All crossings of existing pavement shall be made by trenchless technology at a minimum depth of thirty-six (36) inches, unless otherwise authorized by the City. (Sec.54.21)
- H. Open cutting of existing pavement will generally not be allowed but may be considered under one or more of the following conditions: (Sec.54.21)
- a. Sub-surface obstructions
  - b. Extreme high-water table
  - c. Limited space for jacking pits
  - d. Condition of roadway surface including resurfacing and reconstruction
- I. The permittee is responsible for restoring all disturbed areas and/or damaged facilities authorized by this permit to better than, or equal to, its original condition, and to the satisfaction of the City. (Sec. 54.21)
- J. Following completion of all permitted work, sodding shall be required for any disturbed rights-of-way.
- K. The work shall be completed in accordance with the approved Right-of-Way permit, specifications, plans and the Engineering Standards for Land Development.
- L. The permittee shall hold the City, its agents and employees, harmless from any liability or responsibility for any accident, loss, or damage to persons or property resulting from or caused by any activities associated with the issuance of this permit.
- M. Final Inspection: The permittee agrees to notify the Public Works/Engineering Department via [RWexc@cityofpsl.com](mailto:RWexc@cityofpsl.com) upon completion of work so that final inspection may be made. A list of any and all deficiencies found at time of final inspection will be noted and provided to the permittee. Final acceptance will be granted once the outstanding items have been addressed.
- N. Upon completion of the approved work, the permittee shall submit certified density tests, bore logs, and other related material that demonstrate compliance with the maximum FDOT Standard Specifications for Roadway and Bridge Construction in effect at the time the permit is issued.
- O. The permittee shall be responsible for all defects occurring within one year from final acceptance and shall be liable for all damages resulting from any defects.
- P. Repair work completed as the result of an excavation that is found to be defective within one year of the repair shall be repaired by the permittee in accordance with the Engineering Standards for Land Development. (Sec54.21)
- Q. In consideration for the granting of this permit, the permittee agrees that if the City determines that it is necessary to relocate the licensed lines, the permittee will relocate said lines at its sole expense within sixty (60) days upon receipt of written notification from the City.
- R. All existing PSLUD utilities must be shown on permit plans. In order to request information regarding our existing utilities, fill out the [online request for utility information](#).
- S. Permit plans must contain and conform to the following note: *“A minimum of 5’ horizontal and 18” vertical separation shall be maintained from all existing City of PSL Utilities, including water meters and services.”*

E-BID #20240035  
 Replacement of Existing Sewer Force Main on Mariposa Avenue  
 Cost Worksheet - Schedule A  
 Attachment C

Company Name: \_\_\_\_\_

Line #	Description	Unit	Qty	Unit Price	Total Amount
1	6" PVC	LF	340		\$ -
<b>Fittings</b>					
2	4" MJ Plug	EA	2		\$ -
3	6" 11.25 or 22.5 degree Bend, MJ	EA	4		\$ -
4	6" 45 degree Bend, MJ	EA	16		\$ -
5	6" 90 degree Bend, MJ	EA	4		\$ -
6	6" HDPE to MJ Transition Adapters w/ SS stiffner insert	EA	4		\$ -
7	6" Cap, MJ	EA	1		\$ -
<b>Valves and Appurtenances</b>					
8	6" Gate Valve & Box	EA	2		\$ -
9	2" Air Release Valve	EA	3		\$ -
10	6" Mech Jt Restaint Pair (addition to fittings)	EA	12		\$ -
<b>Connections</b>					
11	16X6" Tapping Sleeve and Value (Wet Tap)	EA	1		\$ -
<b>Horizontal Directional Drill</b>					
12	6" HDPE HDD	LF	5,110		\$ -
<b>Sodding</b>					
13	Sodding	SY	555		\$ -
<b>Asphalt Pavement Removal and Replacement</b>					
14	Asphalt Roadway Replacement	SY	267		\$ -
15	Asphalt Mill and Resurface	SY	1686		\$ -
<b>Concrete Removal / Replacement</b>					
16	Driveway Contingency	SY	50		\$ -
17	Sidewalk	LF	80		\$ -
<b>Existing Pipe Grout Fill, Remove and Dispose</b>					
18	4" Force Main	LF	2565		\$ -
19	Clearing and Grubbing	LS	1		\$ -
20	Maintenance of Traffic	LS	1		\$ -
21	Revention, Control, & Abatement of Erosion / Water Pollution	LF	454		\$ -
22	Mobilization / Demobiliation / General Conditions	LS	1		\$ -
23	Holding of Power Poles	EA	2		\$ -
<b>Pavement Markings</b>					
24	6" Solid White Thermoplastic	LF	123		\$ -
25	12" Solid White Thermoplastic	LF	205		\$ -
26	24" Solid White Thermoplastic	LF	52		\$ -
				<b>TOTAL</b>	<b>\$ -</b>

Note: Unit prices are limited to 2 decimals.  
 Example: \$5.2555 is not acceptable - \$5.25 is acceptable.

Contractor Signature: \_\_\_\_\_  
 Contractor's Name: \_\_\_\_\_  
 Contractor's Phone Number: \_\_\_\_\_  
 Contractor's Email Address: \_\_\_\_\_



Phone/Fax: 772-871-5223  
E-mail: [mfentress@cityofpsl.com](mailto:mfentress@cityofpsl.com)

City Project Manager: Pierre Vignier  
Utility Systems Department  
1001 SE Prineville Street  
Port St. Lucie, FL 34983  
Telephone: 772-871-5434  
Email: [pvignier@cityofpsl.com](mailto:pvignier@cityofpsl.com)

### **SECTION III**

#### **DESCRIPTION OF SERVICES TO BE PROVIDED**

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20240035, Replacement of Existing Sewer Force Main on Mariposa Avenue, including all Attachments, Addenda, Construction Plans prepared by CivilSurv Design Group, Inc. (consisting of pages 1 – 16), and all other restrictions and requirements are incorporated by this reference.

The project entails the installation of approximately 5,110 LF of 6-inch HDPE and 340 LF of 6-inch PVC Force Main along Mariposa Avenue starting at SE Lennard Road and ending west of SE Calais Street.

The project will be constructed by horizontal directional drill except for the required connections at the ends of the project and connections of drill lengths, which will be installed by open cut. The eastern leg of the force main connects the 6-inch force main located at the Lift Station SP-50. To the western leg of the force main will connect to an active 16-inch force main of the intersection of Lennard Road and Mariposa Avenue. The project is to include all fittings, valves, appurtenances, and pipe associated with the installation of the horizontal directional drill in addition to all fittings, valves, appurtenances, and pipe associated with the open installation of the C-900 PVC force main, connections to the existing force mains, grouting and abandoning in place existing force mains and obtaining of any required permits. All work shall be in accordance with the Technical Specifications and Constructions Plans prepared by CivilSurv Design Group, Inc. consisting of the pages (1-79)...(Attachment A & B)

Hours of Service – All work done within right-of-way shall be done Monday through Friday, 7:00AM to sundown, excluding City observed holidays and City closures, unless otherwise approved by the City Engineer. Any work performed after hours shall be supervised by a City Inspector for which the Contractor shall reimburse the City at the current Inspector rate. The Contractor will need to obtain right-of-way permits from the City for any work done in the right-of-way.

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

The Work consists of furnishing all labor, equipment, and materials for the construction of the facilities consisting of, but not limited to the following:

- Horizontal Directional Drills (HDD) as defined in the plans.
- Open cut installation and repairs to pavement and concrete as defined in the plans.



- Wet taps as defined in the plans.
- Grout filling and abandoning existing piping identified in the plans.
- Maintenance of Traffic and Maintenance of Drainage, provided by Contractor.

#### **SECTION IV** **TIME OF PERFORMANCE**

The Contract Period start date will be \_\_\_\_\_ and will terminate one hundred eighty (180) calendar days thereafter on \_\_\_\_\_. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered and accepted by the City.

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

#### **SECTION V** **RENEWAL OPTION**

This section will not be utilized in this Contract.

#### **SECTION VI** **COMPENSATION**

The total amount to be paid by the City to the Contractor is on a per unit price basis listed on Schedule "A" for a total amount of \_\_\_\_\_. Payments will be disbursed in the following manner.

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

**Progress Payments** – Within twenty (20) business days, the City shall pay the Contractor, the sum of money due each Progress Payment that is properly allocated to labor, materials and equipment incorporated in the work for the period covered in the application for progress payment. Retainage will be held at 5% from each progress payment.

**Acceptance and Final Payment** – Upon receipt of written notice that the work is ready for final inspection and acceptance, the City will promptly make such inspection. When City finds the work acceptable under the terms of the Contract and the Contract is fully performed, the entire balance will be due the Contractor and will be paid to the Contractor within twenty (20) business days. Such final payment of the Contractor shall be subject to the covenants in the Contract's Standard Specifications and any liquidated damages will be assessed against the Contractor at that time.

Before issuance of final payment, the Contractor shall submit evidence that all payrolls, material bills and other indebtedness connected with the work have been satisfied and paid in full. Final Release of Liens from all contractors, subcontractors, suppliers for materials, and sub-subcontractors are to be attached to the final invoice. In lieu of Final Release, the Contractor may submit a Consent of Surety along with the Final Invoice. All manufacturer's warranty documents must be provided in the format requested by the City prior to final payment.

Invoices for services shall be submitted once per month, by the tenth (10<sup>th</sup>) day of each month, and payments shall be made within twenty (20) business days, unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made within twenty (20) business days of receipt of Contractor's valid invoice, provided that the invoice is accompanied by adequate supporting documentation, including any necessary partial release of liens as described above, and is approved by the Project Manager as required under Section XVIII of the Contract.

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

All invoices and correspondence relative to this Contract must contain the City's Contract number and Purchase Order number, detail of items with prices that correspond to the Contract, a unique invoice number and partial and final release of liens.

All invoices are to be sent to the Project Manager.

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

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

All payments not made within the time specified by this section shall bear interest from thirty (30) calendar days after the due date at the rate of one (1) percent per month on the unpaid balance.

## **SECTION VII WORK CHANGES**

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Any and all changes must be authorized by a written change order signed by the City's Purchasing Agent or his designee as representing the City. Work shall be changed and the Contract price

and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties before starting the work involved in the change. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City Manager shall be final and conclusive.

### **SECTION VIII** **CONFORMANCE WITH BID**

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

### **SECTION IX** **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 risen 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 this Contract. To that extent, Contractor shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit 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 this Contract.

### **SECTION X** **SOVEREIGN IMMUNITY**

Nothing contained in this Contract shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in [Section 768.28, Florida Statutes](#).

**SECTION XI**  
**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 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 sovereign immunity pursuant to section 768.28, Florida Statutes, under its self-insured program, 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.

1. Workers' Compensation Insurance & Employer's Liability: The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with section 440, Florida Statutes, and as may be amended from time to time. Employers' Liability and 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.
2. Commercial General Liability Insurance: The Contractor shall agree to 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

3. Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for on-going and Completed Operations (should be CG2037 & CG2010) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by the City or completion of contract. Coverage is to be written on an occurrence form basis. Coverage shall apply as primary and non-contributory basis. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. No exclusion for mold, silica or

respirable dust or bodily injury/property damage arising out of heat, smoke, fumes, or hostile fire shall apply. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests' provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability, 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 policy, Business Auto policy and Pollution Insurance. 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 shall include Contract #20240035 Replacement of Existing Sewer Force Main on Mariposa Avenue.**" 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 the 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 endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance.

4. Business Automobile Liability Insurance: The Contractor shall maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event the Contractor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary and non-contributory basis.
5. 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.
6. Waiver of Subrogation: The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss contract to waive subrogation without an endorsement, then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.

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

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 will 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 Contract, independent contractor or subcontractor maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by contract/independent contractor/subcontractor.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, Pollution Insurance 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 Contractor to execute the Contract and/or punctually deliver the required insurance, and other documentation may be cause for annulment of the Contract.

**Payment & Performance Bonds:** The Contractor shall furnish an acceptable recorded Performance and Payment Bond complying with the statutory requirements set forth in section 255.05, Florida Statutes, in the amount of one hundred (100%) percent of the Contract price. A fully authorize Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect for a minimum of one (1) year after the work has been completed and final acceptance of the work is issued by the City.

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

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

**SECTION XII**  
**ACTS OF GOD**

The Contractor shall be responsible for all preparation of the site for Acts of God, including but not limited to: earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind or other natural phenomenon of normal intensity, including extreme rainfall. No reparation shall be made to the Contractor for damages to the Work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

**Emergencies** – In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Contractor, or his designee, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury, or loss. In the event such actions are taken, the Contractor shall promptly give to the City written notice and contact immediately by phone, of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the City, a written authorization signed by the City covering the approved changes and deviations will be issued.

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

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

**SECTION XIV**  
**COMPLIANCE WITH LAWS**

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Contractor will comply with all requirements of 28 C.F.R. § 35.151. Contractor and any subcontractors shall comply with section 119.0701, Florida Statutes. The Contractor and any subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Article I, section 24(a), Florida Constitution, and section 119.07(1)(a), Florida Statutes. Pursuant to section 119.10(2)(a), Florida Statutes, any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in sections 775.082 and 775.083, Florida Statutes.

**RECORDS**

The City of Port St. Lucie is a public agency subject to chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to section 119.0701, Florida Statutes,

Contractor agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service;

1. The timeframes and classifications for records retention requirements must be in accordance with the [General Records Schedule GS1-SL for State and Local Government Agencies](#).
2. During the term of the Contract, the Contractor shall maintain all books, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to this Contract. The form of all records and reports shall be subject to the approval of the City.
3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include, but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Contract.
4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this Contract.
5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under section 119.10, Florida Statutes.

Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

Upon completion of the Contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**



**CITY CLERK**  
**121 SW Port St. Lucie Blvd.**  
**Port St. Lucie, FL 34984**  
**(772) 871 5157**  
[pr@cityofpsl.com](mailto:pr@cityofpsl.com)

## **TRADE SECRETS**

Any material submitted to the City that Contractor contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including chapter 119, Florida Statutes) ("Trade Secret Materials"), must be separately submitted and conspicuously labeled: "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, simultaneous with the submission of any Trade Secret Materials, the Contractor shall provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under section 688.002, Florida Statutes, and stating the factual basis to support the attestation. If a third party submits a request to the City of records designated by the Contract as Trade Secret Materials, the City shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by the Contractor. Contractor shall indemnify and defend the City, its employees, agents, assigns, successors, and subcontractors from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorney's fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

## **SECTION XV** **SCRUTINIZED COMPANIES**

By entering into this Contract with the City, Contractor certifies that it and those related entities of Contractor, as defined by Florida law, are not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and are not engaged in a boycott of Israel. The City may terminate this Contract if Contractor or any of those related entities of Contractor, as defined by Florida law, are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) 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 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. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in section 287.135(4), Florida Statutes, are met.

**SECTION XVI**  
**CONTRACT ADMINISTRATION**

**Amendments.** The City and the Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention of the Contract. The Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to the Contract must be in writing and fully executed by duly authorized representatives of the City and the Contractor.

**Fiscal Year-** All reference to Fiscal Year shall mean the City's Fiscal Year. The City's Fiscal Year is from October 1<sup>st</sup> through September 30<sup>th</sup>.

**Joint Venture.** Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, or other association of any kind or agent and principal relationship, between the vested parties. Each party shall be deemed to be an independent contractor contracting for the services and acting toward the mutual benefits expected to be derived from the mutually agreed upon contract. Neither Contractor nor any of Contractor's agents, employees, subcontractors or contractors shall become or be deemed to become agents, or employees of the City. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Contract.

**Notice(s).** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Fed-EX, UPS, courier or other similar and reliable carrier which shall be addressed to the person who signed the Contract on behalf of the party at the address identified in the contract. Each such notice shall be deemed to have been provided:

- I. Within one (1) day in the case of overnight hand delivery, courier or Services such as Fed-Ex or UPS with guaranteed next day delivery; or,
- II. Within seven (7) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person or their designees and/or address shall be in writing to the other party and as provided herein.

**Performance by Industry Standards.** The Contractor represents and expressly warrants that all aspects of the Services provided or used by it shall, at a minimum, conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence

**Permits, Licenses, and Certifications.** The 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 with the requirements of said legislation. The Contractor shall be required to complete a **W-9 Taxpayer Identification Form**, provided with the City's Contract, and return it with the signed Contract and insurance documents.

**Use of Name or Intellectual Property.** Contractor agrees it will not use the name or any intellectual property, including but not limited to, City trademarks or logos in any manner, including commercial advertising or as a business reference, without the express prior written consent of the City.

**Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the City and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach. Each waiver, if mutually agreed upon, shall be published as a Contract amendment.

## **SECTION XVII** **ADDITIONAL REQUIREMENTS**

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

**Implied Warranty of Merchantability** – It is understood that the implied warranty of merchantability and fitness for the specified purpose are not disclaimed, notwithstanding any representation to the contrary.

**Warranty and Guarantee** – All products furnished by the Contractor shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the Contractor to be free of defects in workmanship and material for a period of not less than three hundred sixty-five (365) calendar days; said period to commence upon the date products are accepted by the City and Contractor has received final payment.

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

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

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

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

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

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

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

**Contractual Relations** – The Contractor is advised that nothing contained in the Contract or specifications shall create any contractual relations between the City and any subcontractors of the Contractor.

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

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

**Storage and Stockpiling** – All storage or stockpiling of tools or materials (i.e., lumber, pilings, etc.) shall be limited to uplands. Excess lumber, scrap wood, trash, garbage or other types of debris shall be removed from the project site upon completion of the work.

**Florida Produced Lumber** – The Contractor agrees to comply with the provisions of section 255.20, Florida Statutes.

**Erosion and Sediment Control** – The Contractor is responsible for all erosion and sediment control in accordance with all local, State, and Federal regulatory agency guidelines.

**Water Resources** – The Contractor shall not discharge without permit into waters of lakes, rivers, canals, waterways and ditches, any fuel, 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.

**Native Vegetation** – No native vegetation shall be removed without written authorization and prior approval by the City.

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

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

**Weather Days** – Weather days are defined as those which the City will grant time extensions, on a day-to-day basis, for delays caused by the effects of rain or other inclement weather conditions, related adverse soils or suspensions of operations that prevent the Contractor from working. No work requiring inspections / testing may be performed on days granted as weather days. If a Contractor claims a weather day, no work shall be performed on that day.

**Exceptions to FDOT Standards** – If there is a conflict between FDOT Specifications and the City's Specifications, the City Specifications will supersede.

**Foreman or Superintendent and Workmen** – The Contractor shall at all times during progress of the work, have on site a competent foreman or superintendent with authority to act for him and to cooperate with the City. The Contractor shall provide competent, careful, and reliable workmen engaged on special work, or skilled work, such as concrete bases, pavements, or structure, or in any trade, with sufficient experience in such work to perform it properly and satisfactorily and to operate the equipment involved. The Contractor shall provide workmen that shall make do and proper effort to execute the work in the manner prescribed in the Contract Documents.

**Conflict of Interest** – It is prohibited as a conflict of interest for a Contractor to subcontract with a consultant to perform Contractor Quality Control when the consultant is under contract with the City to perform work on

any project described in the Contractor's Contract with the City. Prior to approving a consultant for Contractor Quality Control, the Contractor shall submit to the City a certificate from the proposed consultant certifying that no conflict of interest exists.

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

**Damages** – The Contractor shall be responsible for the charge and care of all work from damage by the elements or from any cause whatsoever until the City confirms in writing to the Contractor that said work is, "substantially complete" and/or "accepted." The Contractor shall be responsible until said written notice is received to repair and make good at their expense any such damage.

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

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

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

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

City of Port St. Lucie  
Engineering Department  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34198-5099 (772) 871-5175

## **SECTION XVIII** **INSPECTION AND CORRECTION OF DEFECTS**

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required materials have been delivered and required work performed

in accordance with the terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section VI. If, upon such inspection, the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity, if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Upon failure of the Contractor to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five (5) days written notice to the Contractor, the City may, without prejudice to any other remedy he may have, correct such deficiencies. The Contractor shall be charged all costs incurred to correct deficiencies. All such costs incurred/charged by the City, in the City's option, may be invoiced to the Contractor and/or may be deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract. Such examination, inspection, or tests made by the Project Manager, at any time, shall not relieve Contractor of his responsibility to remedy any deviation, deficiency, or defect.

**Authority** – The Contractor is hereby informed that City inspectors are not authorized to alter, revoke, enlarge, or relax the provisions of these specifications. They are not authorized to approve or accept any portion of the completed work, or instructions contrary to the specifications. An inspector is placed on the project (or sent to the location of materials) to inspect materials being used in the work and to observe the manner in which the work is being performed and to report the progress of the work to the City. The inspector shall have the authority to reject defective materials or suspend any work that is being improperly done subject to the final decision of the City.

**Notification** – The Contractor shall be responsible to give twenty-four (24) hour notification to the City when field observations are required.

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

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

**Deductions** – In the event the City deems it expedient to perform work which has not been done by the Contractor as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the contractor as required in these Specifications, all expenses thus incurred by the City, in the City's option, will be invoiced to the Contractor and/or may be deducted from payments due

to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract.

### **SECTION XIX** **SCRUTINIZED COMPANIES**

By entering into this Contract with the City, Contractor certifies that it and those related entities of Contractor, as defined by Florida law, are not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and are not engaged in a boycott of Israel. The City may terminate this Contract if Contractor or any of those related entities of Contractor, as defined by Florida law, are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) 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 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. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in section 287.135(4), Florida Statutes, are met.

### **SECTION XX** **LICENSING**

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

### **SECTION XXI** **SAFETY PRECAUTIONS**

Precaution shall be exercised at all times for the protection of persons, including employees, and property. The Contractor shall erect and maintain all necessary safeguards for the protection of the Contractor's employees and subcontractors, City personnel, and the general public; including, but not limited to, posting danger signs, and other warnings against hazards as is prudent and/or required by law to protect the public interest. All damage, injury, or loss to persons and/or property caused, directly or indirectly, in whole or in part, by the Contractor's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Contractor. The safety provisions of all applicable laws and building and construction codes shall be observed.

**Safety Data Sheets** – The Contractor shall provide SDS's and description literature for each chemical/compound/mixture used in the performance of the Contract to the City before the commencement of any work. All SDS's shall be of the latest version and comply with 29 CFR 1910.1200. Hazardous products shall not be used except with prior approval of the City, and must be disposed of properly by the Contractor in accordance with U.S. Environmental Protection Agency



40 CFR 260-265. The Contractor shall maintain and have readily accessible on-site a complete SDS book of all chemicals/compounds/mixtures used in the execution of the Contract.

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

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

**OSHA Compliance** – Contractors must agree that the products furnished and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970. These requirements shall include all primary and refresher training mandated under the OSHA guidelines.

## **SECTION XXII** **ASSIGNMENT**

Contractor shall not delegate, assign, or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City. If Contractor sells all or a majority of its shares, merges with, or otherwise is acquired by or unifies with a third party, it shall notify the City within ten (10) days. If after such notice, the City determines in its sole discretion, it may terminate the Contract, without penalty.

## **SECTION XXIII** **TERMINATION, DELAYS, AND LIQUIDATED DAMAGES**

**Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the City to declare the Contractor in default of its obligations under the Contract:

- I. The Contractor fails to deliver or has delivered nonconforming services or fails to perform, to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;
- II. The Contractor fails to make substantial and timely progress toward performance of the Contract;
- III. In the event the Contractor is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;

- IV. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the City reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- V. The Contractor has failed to comply with applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
- VI. The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion;
- VII. The Contractor furnished any statement, representation or certification in connection with the contract, which is materially false, deceptive, incorrect, or incomplete.

**Notice of Default.** If there is a default event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the City may:

- I. Immediately terminate the Contract without additional written notice(s); and/or
- II. Enforce the terms and conditions of the Contract and seek any legal or reasonable remedies; and/or
- III. Procure substitute services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor. Such a charge, in the City's option, may be invoiced to the Contractor and/or may be deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract.

**Termination for Convenience.** The City, in its sole discretion, may terminate this Contract at any time without cause, by providing at least sixty (60) days' prior written notice to Contractor. Any such termination shall be accomplished by delivery in writing of a notice to Contractor. Following termination without cause, the Contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, for services provided under the Contract to the City up to the time of termination, pursuant to Florida law.

**Termination for Non-Appropriation.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under the awarded Contract, the City will have the right to terminate the Contract, without penalty, on the last day of the fiscal period for which funds were legally available.

**Liquidated Damages for Delays.** If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, the Contractor shall provide to the City one thousand (\$1,000.00) dollars as fixed, agreed, and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the total amount thereof.

**SECTION XXIV**  
**LAW, VENUE, AND WAIVER OF JURY TRIAL**

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

The parties to this Contract hereby freely, voluntarily, and expressly, waive their respective rights to trial by jury on any issues so triable after having the opportunity to consult with an attorney.

**SECTION XXV**  
**APPROPRIATION APPROVAL**

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

**SECTION XXVI**  
**CONFLICT OF INTEREST**

The City hereby acknowledges that the Contractor may be performing professional services for private developers within the Treasure Coast area. Should a conflict of interest arise between providing services to the City and/or other clients, the Contractor shall terminate its relationship with the other client to resolve the conflict of interest. The City Manager shall determine whether a conflict of interest exists. At the time of each Project Proposal the Contractor shall disclose all of its Treasure Coast clients and related Scope of Work.

**SECTION XXVII**  
**PROHIBITION AGAINST CONTINGENT FEES**

The Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

**SECTION XXVIII**  
**ATTORNEY'S FEES**

Each party is responsible for its own attorney's fees for any action arising from or related to this Contract. Each party expressly waives any right to seek attorney's fees from the other party, regardless of the source of such right.

**SECTION XXIV**  
**CODE OF ETHICS**

Contractor warrants and represents that its employees will abide by any applicable provisions of the State of Florida Code of Ethics in [Chapter 112.311 et seq.](#), Florida Statutes, and Code of Ethics Ordinances in [Section 9.14 of the City of Port St. Lucie Code](#).

**SECTION XXX**  
**POLICY OF NON-DISCRIMINATION**

Contractor shall not discriminate against any person in its operations, activities, or delivery of services under this Contract. Contractor shall affirmatively comply with all applicable provisions of federal, state, and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

**SECTION XXXI**  
**SEVERABILITY**

The provisions of this Contract shall be deemed severable and if any portion of the Contract is found invalid or unenforceable, it shall not affect the validity or enforceability of the other provisions herein.

**SECTION XXXII**  
**AUDITS**

The Contractor shall establish and maintain a reasonable accounting system that enables the City to readily identify the Contractor's assets, expenses, costs of goods, and use of funds throughout the term of the Contract for a period of at least seven (7) years following the date of final payment or completion of any required audit, whichever is later. Records shall include, but are not limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. The Contractor shall permit the City's authorized auditor or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and to make copies of all books, documents, papers, electronic or optically stored and created records or other records relating or pertaining to this Contract kept by or under the control of the Contractor, including, but not limited to, those kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. Such records shall be made available to the City during normal business hours at the Contractor's office or place of business. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the City reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a

reasonable amount of time (not to exceed ninety (90) days) from presentation of the City's findings to the Contractor. Evidence of criminal conduct will be turned over to the proper authorities.

The Contractor shall ensure the City has these rights with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the City.

### **SECTION XXXIII** **FORCE MAJEURE**

Any deadline provided for in this Contract may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and acts of God. When one of the foregoing conditions interferes with contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

### **SECTION XXXIV** **ORDER OF PREFERENCE**

In the case of any inconsistency or conflict among the specific provisions of this Contract (including any amendments accepted by both the City and the Contractor, attached hereto), the E-Bid (including any subsequent addenda and written responses to Contractors' 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 this Contract.
- (ii) Second, by giving preference to the specific provisions of the E-Bid.
- (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 this Contract and shall be given no weight or consideration.

### **SECTION XXXV** **CONSTRUCTION**

The title of the section and paragraph headings in this Contract are for reference only and shall not govern, suggest, or affect the interpretation of any of the terms or provisions within each section or this Contract as a whole. The use of the term "including" in this Contract shall be construed as "including, without limitation." Where specific examples are given to clarify a general statement, the specific language shall not be construed as limiting, modifying, restricting, or otherwise affecting the general statement. All singular words and terms shall also include the plural, and vice versa. Any gendered words or terms used shall include all genders. Where a rule, law, statute, or ordinance is referenced, it indicates the rule, law, statute, or ordinance in place at the time the Contract is executed, as well as may be amended from time to time, where application of the amended version is permitted by law.

The parties have participated jointly in the negotiation and drafting of this Contract and agree that both have been represented by counsel and/or had sufficient time to consult counsel, before entering into this Contract. In the event an ambiguity, conflict, omission, or question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the parties, and there shall be no presumption or burden of proof or persuasion based on which party drafted a provision of the Contract.

**SECTION XXXVI**  
**E-VERIFY**

In accordance with section 448.095, Florida Statutes, the Contractor agrees to comply with the following:

1. Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. Contractor must provide City with sufficient proof of compliance with this provision before beginning work under this Contract.
2. If Contractor enters into a contract with a subcontractor, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontractor with an unauthorized alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of the Contract and any renewals thereafter.
3. The City shall terminate this Contract if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
4. Contractor shall immediately terminate any contract with any subcontractor if Contractor has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subcontractor of Contractor knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
5. The City shall terminate this Contract for violation of any provision in this section. If the Contract is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates this Contract under this section, the Contractor may not be awarded a public contract for a least one (1) year after the date on which the Contract was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of the contract.
6. The City, Contractor, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Contract was terminated. The parties agree that any such a cause of action must be filed in accordance with the Venue provision otherwise provided herein.

**SECTION XXXVII**  
**NON-EXCLUSIVITY**

Contractor acknowledges and agrees that this Contract is non-exclusive.

**SECTION XXXVIII**  
**DISCRIMINATORY, CONVICTED, AND ANTITRUST VIOLATOR VENDOR LISTS**

Contractor certifies that neither it nor any of its affiliates, as defined in the statutes below, have been placed on the discriminatory vendor list under section 287.134, Florida Statutes; the convicted vendor list under

section 287.133, Florida Statutes; or the antitrust violator vendor list under section 287.137, Florida Statutes. Absent certain conditions under these statutes, neither contractors nor their affiliates, as defined in the statutes, who have been placed on such lists may submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

**SECTION XXXIX**  
**COOPERATION WITH INSPECTOR GENERAL**

Pursuant to section 20.055, Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Contractor understands and will comply with this statute.

**SECTION XXXX**  
**ENTIRE AGREEMENT**

This Contract sets forth the entire agreement between Contractor and City with respect to the subject matter of this Contract. This Contract supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Contract may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

*(Balance of page left intentionally blank)*

IN WITNESS WHEREOF, the parties have executed this contract, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

CONTRACTOR

By: \_\_\_\_\_  
Purchasing Agent

By: \_\_\_\_\_  
Authorized Representative

NOTARIZATION AS TO AUTHORIZED REPRESENTATIVE'S EXECUTION

STATE OF FLORIDA            )  
  ) ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who is [ ] personally known to me, or who has [ ] produced the following identification:

\_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print Name of Notary Public  
Notary Public, State of Florida  
My Commission expires:

NOTARY SEAL/STAMP



**CONTRACTOR'S GENERAL INFORMATION WORKSHEET/QUESTIONNAIRE**  
**E-Bid #20240035**

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

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

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2024  
 (Location)

Name of Organization/Contractor: \_\_\_\_\_

By: \_\_\_\_\_  
 Name and Title

1. Corporation, Partnership, Joint Venture, Individual or other? \_\_\_\_\_
2. Firm's name and main office address, telephone and fax numbers

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_  
 Fax Number: \_\_\_\_\_

3. Contact person: \_\_\_\_\_ Email: \_\_\_\_\_
4. Firm's previous names (if any). \_\_\_\_\_
5. How many years has your organization been in business? \_\_\_\_\_
6. Has your firm ever received a cure notice from a government entity? ( ) Yes ( ) No  
 If yes, please explain: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

Addendum Number	Date Issued	Addendum Number	Date Issued

8. Provide the Proposed Project Schedule. This is a mandatory document.

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

Project Number 1

Project Name:

Description & size:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Date of Completion:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 2

Project Name:

Description & size:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Date of Completion:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 3

Project Name:

Description & size:

Location:

---

Client Name, Phone Number & Email:

---

Value of Total Contract:

---

Date of Completion:

---

Firm's Percentage of Total Contract:

---

Number of Change Orders:

---

Value of Change Orders:

---

Was Project Completed on Schedule:

---

Was Project Completed within Budget?

---

Project Number 4

---

Project Name:

---

Description & size:

---



---



---

Location:

---

Client Name, Phone Number & Email:

---

Value of Total Contract:

---

Date of Completion:

---

Firm's Percentage of Total Contract:

---

Number of Change Orders:

---

Value of Change Orders:

---

Was Project Completed on Schedule:

---

Was Project Completed within Budget?

---

Project Number 5

---

Project Name:

---

Description & size:

---



---



---

Location:

---

Client Name, Phone Number & Email:

---

Value of Total Contract:

---

Date of Completion:

---

Firm's Percentage of Total Contract:

---

Number of Change Orders:

---

Value of Change Orders:

---

Was Project Completed on Schedule:

---

Was Project Completed within Budget?

---

10. Has the Contractor or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a contract during

the past five (5) years or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? List the name of project, location, client, engineer, date and reason. Use additional pages if needed.

Total Number of Projects where Failure to Complete Work Occurred: \_\_\_\_\_

Project Number 1

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

Project Location: \_\_\_\_\_

Client Name and Phone Number: \_\_\_\_\_

Engineer Name and Phone Number: \_\_\_\_\_

Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Insert additional projects if needed.

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

Yes ( )

No ( )

If yes, please explain:

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title



**NOTICE TO ALL PROPOSERS:**

*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 DemandStar, 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 of Port St. Lucie Ordinance 20-15, Section 35.13](#). Contact with anyone other than the Issuing Officer may result in the vendor being disqualified. All contact must be coordinated through **Michelle Fentress**, Issuing Officer, for the procurement of these services.*

*All questions regarding this Solicitation are to be submitted in writing to Michelle Fentress, Procurement Contracting Officer II with the Procurement Management Department via e-mail [mfentress@cityofpsl.com](mailto:mfentress@cityofpsl.com). Please reference the Solicitation number on all correspondence to the City.*

*All questions, comments and requests for clarification must reference the Solicitation number on all correspondence to the City. Any oral communications shall be considered unofficial and non-binding.*

*Only written responses to written communication shall be considered official and binding upon the City. The City reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.*

*\*NOTE: All addendums and/or any other correspondence before bid close date (general information, question and responses) to this solicitation will be made available exclusively through the [DemandStar's Website](#) for retrieval. All notice of intent to award documentation will be published on the [City Clerk's Website](#). Proposers are solely responsible for frequently checking these websites for updates to this solicitation.*

**I understand and shall fully comply with all requirements of City of Port. St. Lucie Ordinance 20-15, Section 35.13.**

Typed Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Company and Job Title: \_\_\_\_\_

Date: \_\_\_\_\_



**E-BID #20240035  
CONTRACTOR'S CODE OF ETHICS**

The City of Port St Lucie (“City), through its Procurement Management Department (“Procurement Management Department”) 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 Department 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:

- Obtaining and maintaining all required environmental permits. Further, Contractor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.
- 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.
- 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.

Name of Organization/Proposer \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Date \_\_\_\_\_

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.

**CITY OF PORT ST. LUCIE, FLORIDA**  
**PROJECT TITLE: Replacement of Existing Sewer Force Main on Mariposa Avenue**

**TRENCH SAFETY ACT COMPLIANCE STATEMENT**

Project Location: Mariposa Avenue starting at SE Lennard Road and ending west of SE Calais Street, City of Port St. Lucie, State of Florida

**Instructions:**

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

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

**Certification**

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

Certified: \_\_\_\_\_  
(Company-Contractor)

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

Sworn to and subscribed before me in \_\_\_\_\_ County, Florida on the day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC





**E-Verify Form**

**Supplier/Consultant acknowledges and agrees to the following:**

1. Shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Supplier/Consultant during the term of the contract; and
2. Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

**E-Verify Company Identification Number** \_\_\_\_\_

**Date of Authorization** \_\_\_\_\_

**Name of Contractor** \_\_\_\_\_

**Name of Project** \_\_\_\_\_

**Solicitation Number (If Applicable)** \_\_\_\_\_

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**NON-COLLUSION AFFIDAVIT**  
**Solicitation#20240035**  
**Replacement of Existing Sewer Force Main on**  
**Mariposa Avenue**

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

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

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

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

has submitted the attached PROPOSAL;

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

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

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

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

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

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



STATE OF FLORIDA }  
COUNTY OF ST. LUCIE} SS:

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

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

Commission No. \_\_\_\_\_

Notary Print: \_\_\_\_\_

Notary Signature: \_\_\_\_\_



**DRUG-FREE WORKPLACE FORM**  
**e-RFP #20240035**

**Replacement of Existing Sewer Force Main on Mariposa Avenue**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under 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.

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

\_\_\_\_\_  
Consultant's Signature

\_\_\_\_\_  
Date

## VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS

Vendor Name: \_\_\_\_\_  
Vendor FEIN: \_\_\_\_\_  
Authorized Representative's Name: \_\_\_\_\_  
Authorized Representative's Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State and Zip Code: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

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/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyReports.aspx>

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.

Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature