



"A City for All Ages"

**City of Port St. Lucie
Electronic Bid ("eBid")**

**Event Name: Import Drive Sidewalk Construction Project – Phase I
eBid (Event) Number: 20210122**

1. Introduction

1.1. Purpose of Procurement

Pursuant to the [City of Port St. Lucie Code of Ordinances, Sec. 35.05](#), this electronic ("eBid") is being issued to establish a contract with one or more qualified Contractors who will provide **Import Drive Sidewalk Construction – Phase I** to the City of Port St. Lucie (hereinafter, "City") as further described in this eBid.

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 eBid until a City generated Purchase Order is submitted to the contracted contractor (or the eBid 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 eBid 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 eBid Communication Document.

1.3. eBid Scope of Requested Commodities

The intent of the City is to procure the services of one (1) qualified Contractor to complete the construction of the Import Drive Sidewalk – Phase I. This project includes the construction of 5,347 linear feet of a 6-foot wide concrete sidewalk on the south side of Import Drive from Oakwood Road to Inca Terrace. The contract period is one hundred eighty (180) calendar days.

This project includes: earthwork, clearing and grubbing, drainage modifications, swale relocation, driveway culvert replacements, driveway replacements, utility relocations, record drawings, and all work and materials to provide a complete project as shown and described in the contract documents, bid specifications and project plan set. Contractor to 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 Contractor must have all the required licenses and certifications necessary to perform this work. The approved Licenses for this work include a State of Florida General Contractor License, a Local Paving Contractor License or possess both Local Concrete and State of Florida Underground Utility 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 eBid Process

The objective of the eBid 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 outlined in this eBid to the City. This eBid 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 eBid and resolution of any contract exceptions, the preliminary results of the eBid 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 eBid will be publicly posted prior to the closing date of this eBid. After the close of the eBid, 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 eBid	As Published on DemandStar	N/A
Bidders/Offerors’ Conference Location: Attendance is:	N/A	
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.5.	Friday, November 12, 2021	5:00 p.m. ET
Responses to Written Questions	Wednesday, November 17, 2021	5:00 p.m. ET
Bids Due/Close Date and Time	Tuesday, December 7, 2021	3:00 p.m. ET
Finalize Contract Terms	2 to 3 Weeks after Closing	N/A
Notice of Intent to Award* [NOIA] (on or about)	3 Weeks after Closing to be Published by the City Clerk’s Office	N/A
Notice of Award [NOA] (on or about)	Date of Executed Contract to Contractor	N/A

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

Email: 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 eBid.

Immaterial Deviation- does not give the contractor a substantial advantage over other contractors.

Material Deviation- gives the contractor a substantial advantage over other contractors and thereby restricts or prevents competition.

Procurement Management Division (PMD)- The City department that is responsible for the review and possible sourcing all publicly sourced solicitations.

Responsible- means the contractor, whether a company or an individual, has appropriate legal authority to do business in the City, a satisfactory record of integrity, appropriate financial, organizational and operational capacity and controls, and acceptable performance on previous governmental and/or private contracts, if any.

Responsive- means the contractor, whether a company or an individual, has submitted a timely offer which materially conforms to the requirements and specifications of the solicitation.

Sourcing Platform- [DemandStar](#)

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

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 eBid 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 eBid states otherwise, the resulting award of the contract(s) does not guarantee volume or a commitment of funds.

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

All night, Saturday, Sunday, and/or Holiday work must be authorized by the City and requires that the Contractor obtain a noise permit from the City Police Department. All night work within the City’s 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 eBid must be submitted in writing via email to the Issuing Officer identified in Section 1.5 "Issuing Officer" of this eBid. 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 eBid must be submitted in the following format:

Company Name

Question #1 Question, *Citation of relevant section of the eBid*

Question #2 Question, *Citation of relevant section of the eBid*

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 eBid. 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 of 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 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 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 eBid will not be considered. The Contractor's response must be complete in all respects, as required in each section of this eBid.

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 of 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 eBid**. 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 eBid 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 [Florida Statute 287.133](#) 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 eBid

The City reserves the right to amend this eBid. All revisions must be made in writing prior to the eBid closing date and time. If a responding entity discovers any ambiguity, conflict, discrepancy, omission or other error in the eBid, they shall immediately notify the City of such error in writing and request modification or clarification of the document. Any modification made to this eBid 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 eBid known to them, or an error or ambiguity that reasonably should have been known to them, they 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 eBid (including any revisions/additions made in writing prior to the close of the eBid 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 eBID AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE CONTRACTOR'S RESPONSE PRIOR TO THE CLOSE OF THE eBID.** All Notice(s) of Intent to Award (NOIAs) will be posted as referenced in Section 6.7 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 eBid at any time.**

2.1.8. Use of Subcontractor

Except as may be expressly agreed to in writing by the City, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Contract or any of the work subsequently assigned under this 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 this 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 eBid, 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.](#)

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 eBid, including anything considered by the Contractor to be confidential or a trade secret, will become a public document pursuant to [Chapter 119 of the 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 to NOT 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 of the Florida Statutes](#) for all updates before requesting exceptions from Florida Statutes Chapter 119.

2.2. Submittal Instructions

Submittal Instructions to DemandStar

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

2.2.1. eBid Released

The release of the eBid is only communicated through the posting of this eBid as an event in [DemandStar](#). This eBid is being conducted through DemandStar an online, electronic tool, which allows a contractor to register, logon, select answers and 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 eBid 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 of this eBid document.

2.2.2. eBid Review

The eBid (or "Sourcing Event") consists of the following: this document, entitled "City's eBid 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 Event, including all documents available as attachments or available through links. Any difficulty accessing the 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 eBid 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 format: Microsoft Office 2007 and portable document format file (PDF). Unless the eBid 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.
 - Upload the Excel Bid Reply Sheet- Schedule A in **Excel Format only.** (Save as File #1).
 - Upload in one file and in the following order: Contractor's General Information Worksheet, Cone of Silence and Communication Document, Contractor's Code of Ethics, E-Verify Form, Non-Collusion Affidavit, Drug Free Workplace Form, Trench Safety, copy of Bid Bond, W-9, copy of Certificate of Insurance, and any license or certifications required for project. (Save as File #2).
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 of 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. Standard Insurance Requirements

The Contractor agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized, including any independent contractors or subcontractors by the Contractor in the performance of this contract.

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

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

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

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. 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 ISO CG20101185 or CG2037, CG2010 & GC00001) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by City or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. 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 heart, 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, and Business Auto Liability policies. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents, and shall include Contract #20210122 Import Drive Sidewalk Construction Project – Phase I and listed as additional insured.**" Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. 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.

4. 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. 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.
6. 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 not obligation, 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 contractors, 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, independent contractors, and sub-contractors, listing the City as an Additional Insured without the language when required by written contract. If contractor, 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 contractor, independent contractor, or subcontractor.

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

The City, by and through its Risk Management Department, reserves the right, but not obligation, 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.

3.2. 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 contract amount** made payable to the City. 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 five (5) days after the eBid Due Date as reflected above in Section 1.4. The responding Contractor's bid will be considered non-responsive if the Bid Bond or Bid Deposit is not received within the specified time frame. Responding Contractors must submit a Bid Bond or Bid Deposit made payable to the City in a sealed envelope to:

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

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.

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.

Security Deposit

The Contractor must pay a cash security deposit or provide an irrevocable letter of credit in the amount of not less than five percent (5%) of the total contract award. The cash security deposit or irrevocable letter of credit shall be returned to the Contractor upon faithful performance and completion of this agreed upon contract. However, should Contractor fail to meet the terms and conditions for which the cash security deposit or irrevocable letter of credit are intended to secure, then the City shall be entitled to demand payment from the lending institution or shall be entitled to retain all or such portion of the cash security deposit as is required to meet the obligations of the contract.

3.2.1 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 of the solicitation's identified specifications and requirements except as expressly stated otherwise in the Contractor's response; and
3. That the response submitted by the Contractor shall be valid and held open for a period of **one hundred and twenty (120) days** from the final solicitation closing date and that the Contractor's offer may be held open for a lengthier period 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.

3.3. 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.

3.4. Permits

The selected Contractor shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation. 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. eBid 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 eBid. 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 of the items described in this section are service levels and/or terms and conditions that the City expects to be satisfied by the selected Contractor. Each Contractor must indicate its willingness and ability to satisfy these requirements in 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 of 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 eBid 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 eBid document.
2. Requirements contained in any attachment to the Sourcing Event, such as a Mandatory Requirements Worksheet and the cost worksheet.
3. Copy of Current Insurance Certificate, Licenses, required Certifications, etc.

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

Some requirements may require a “Yes” or “No” response. Ordinarily, to be considered responsive, responsible and eligible for award, all requirements identified as mandatory must be marked “YES” to pass. There may be rare instances in which a response of “NO” is the correct and logical response in order to meet the mandatory 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 eBid. 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 eBid. Reviewing the documentation ensures that Contractor understands 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 eBid, 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 eBid or contract; and
8. Unless otherwise specified in any terms and conditions attached to the eBid, 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 eBid, 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 eBid; and
11. Unless permitted by the eBid, responses requiring payment from the City in less than thirty (30) days will be considered non-responsive; and
12. The City is exempt from certain taxes and no provision for such taxes should be included in the contractor’s response.

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 eBid. Additional alternative cost structures will not be considered. Each Contractor is hereby advised that failure to comply with the eBid 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 eBid as described further in Section 6.7 “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 via in accordance with Section 2
2. Response is complete and contains all required documents

6.2. Evaluating Bid Factors (Section 4)

If the Contractor’s response passes the Administrative/Preliminary Review, the Contractor’s responses to Section 4 “eBid 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.

6.3. 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.

6.4. 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 City reserves the right to provide for similar and/or additional services from other companies if the City so deems necessary. If the City elects to exercise this right, the contract awarded under this solicitation shall remain in effect as for to all terms, agreements, and conditions without penalty or diminution of ongoing services as contained therein. Contractor agrees and understands that any contract awarded pursuant to this solicitation shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services, or award more than one contract under this solicitation, at its sole option.

Single Preferred but Split-Award Possible

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

6.5. Local Preference in Purchasing or Contracting ([Sec. 35.12, Ord. No. 10-26](#))*

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

1. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request for proposals is developed with evaluation criteria, a local preference of the total score may be assigned as follows:
 - a. Local businesses which meet all of the criteria for a local business as set forth in this section, shall be given a preference in the amount of five percent (5%) of the total quoted price of the local business.
 - b. The City Procurement Management Division shall have the sole discretion to determine if a Contractor meets the definition of a "local business."
2. Limitations:
 - a. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the City Code and the City of Port St. Lucie Purchasing Manual.
 - b. The provisions of this ordinance shall not apply to any purchase exempted from the provisions of the City of Port St. Lucie Purchasing Manual.
 - c. The provisions of this ordinance shall not apply to contracts made under the Contractors [Competitive Negotiation ACT \(CCNA\), Section 287.55, Florida Statutes](#).

* Please review [\(Sec. 35.12, Ord. No. 10-26\)](#) for the full governing ordinance

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 Contractor's name, bid number, and item number. Failure of Contractor to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Procurement Management 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 by the City Clerk's Office, pending final approval by the City Council at a publicly noticed meeting. The Notice of Intent to Award ("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 NOTICE OF INTENT TO AWARD ("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 eBid will be based upon the eBid, the successful Contractor's final response as accepted by the City and the contract terms and conditions, which terms and conditions can be downloaded from [DemandStar](#). 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 eBid requirements or the contract terms and conditions shall be incorporated by reference into the contract unless the City has explicitly accepted the Contractor's objection or amendment in writing.

Please review the [City's contract terms and conditions](#) prior to submitting a response to this eBid. Contractors should plan on the contract terms and conditions contained in this eBid being included in any award as a result of this eBid. 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 eBid and the potential resulting contract.

Exception to Contract

By submitting a response, each Contractor acknowledges its acceptance of the eBid 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 eBid.

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 eBid 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 eBid and the proposal response documents submitted shall be incorporated into the final contract by reference. Therefore, all requirements in the eBid 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 eBid; the eBid shall be the ruling document over the Proposal response for all requirements in the eBid not specifically addressed in an exception statement in the proposal. Statement and requirements in the eBid 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 hereto), the eBid (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 eBid.
- (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.

8. Payment

To ensure proper payment the awarded Contractor must:

1. The City shall have not less than 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 eBid and agreed upon by the City.
6. Any discrepancies noted by the City must be corrected by the Awarded Contractor within 48 hours.
7. The payment amount due on invoices shall not be altered by the City personnel. Once disputed items are resolved, the Awarded Contractor must submit an amended invoice, or a credit memorandum for the disputed amount.
8. The City will not make partial payments on an invoice where there is a dispute.
9. The City will only make payments on authorized transactions.
10. All invoices must be sent to: apnotifications@cityofpsl.com

9. List of eBid Attachments

The following documents make up this eBid. Please see Section 2.2.2 "eBid 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 eBid (this document)

Attachments:

- A. Contract Plans (Attached)
- B. Excel Bid Reply- Schedule A from Section 5 of this eBid- Must be uploaded to DemandStar (Mandatory Document) – **File #1**
- C. Sample Contract (Attached)
- D. Other Mandatory Documents- Must be uploaded to DemandStar as **File #2:**
 - Contractor's General Information Worksheet/ Questionnaire
 - Cone of Silence and Communication Document from Section 2.1.2 of this eBid
 - Contractor's Code of Ethics
 - E-Verify Form
 - Non-Collusion Affidavit
 - Drug Free Workplace Form
 - Trench Safety (Based upon each ebid)

**Any documents indicated in Section 4.3 of this eBid 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, FLORIDA

SW IMPORT DRIVE SIDEWALK DESIGN

CONTRACT PLANS - Attachment A

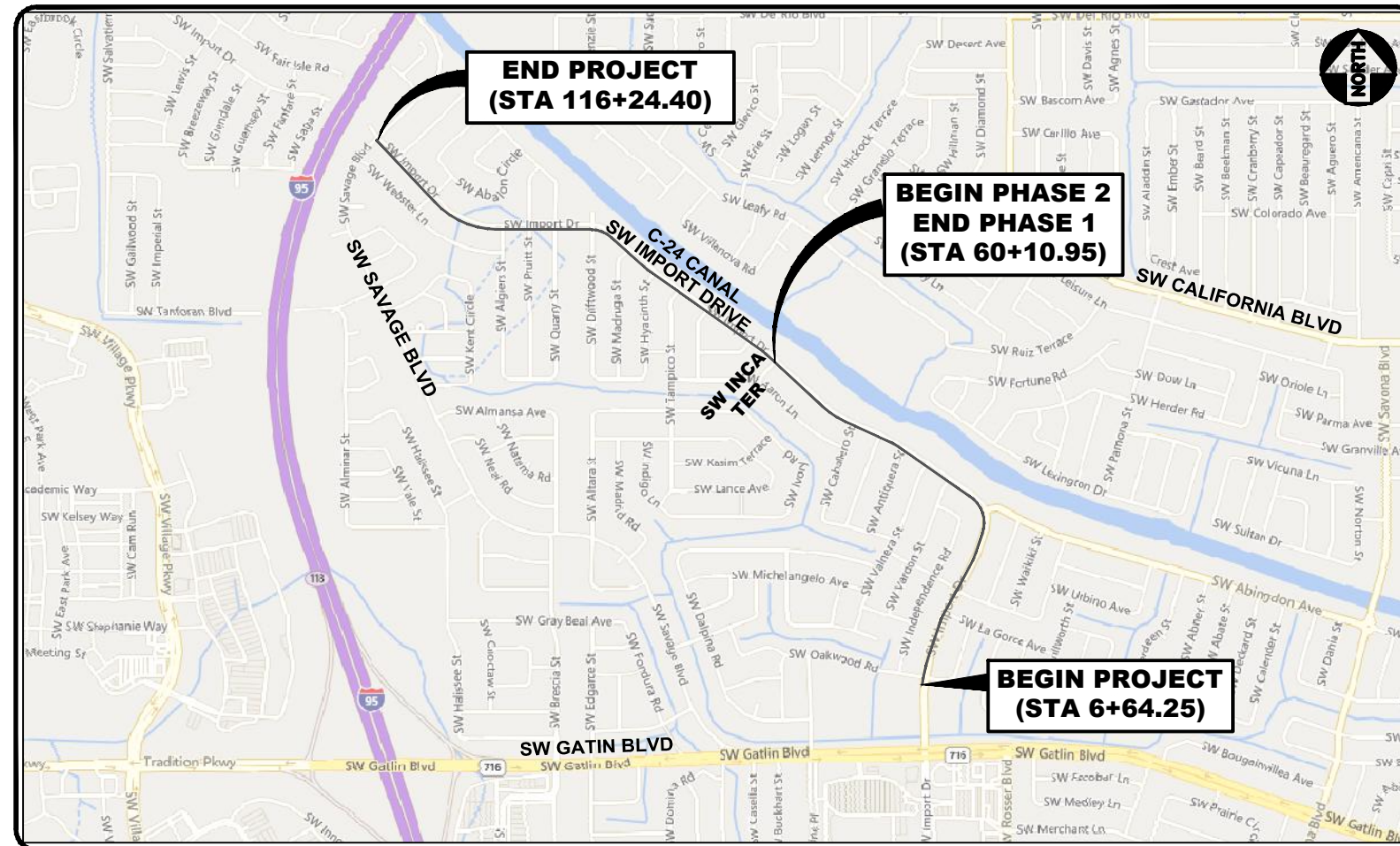


LOCATION MAP

**LYING WITHIN
SECTIONS 2, 3 & 11, TOWNSHIP 37 S, RANGE 30 E
PORT ST. LUCIE, FLORIDA**

SHEET INDEX

SHEET NUMBER	SHEET TITLE / DESCRIPTION
1	COVER SHEET
2	BID QUANTITIES
3	PROJECT LAYOUT PLAN
4	GENERAL NOTES
5	TYPICAL SECTIONS
6 - 7	DETAILS
8 - 12	PLAN SHEETS (PHASE 1)
13 - 17	PLAN SHEETS (PHASE 2)
18 - 31	CROSS SECTIONS
32	TRAFFIC CONTROL PLAN & GENERAL NOTES
33 - 39	SIGNING & PAVEMENT MARKINGS PLAN
40-46	STORMWATER POLLUTION PREVENTION PLAN
S1-12 (PH1)	BETSY LINDSAY SURVEY SHEETS (PHASE I)
S1-13 (PH2)	SURVEY SHEETS (PHASE 2)



VICINITY MAP

1" = 2000'

**LENGTH OF SIDEWALK PROJECT = 10,960± LF
CITY OF PORT ST. LUCIE**



Engineering Business
No. EB-0007657

OWNER

CITY OF PORT ST. LUCIE
FRANK KNOTT, PROJECT MANAGER
121 SW PORT ST LUCIE BLVD
PORT ST LUCIE, FL 34985
PHONE: (772) 344-4290

ENGINEER

JOSEPH W. CAPRA, P.E.
FLORIDA P.E. NO. 37638
CAPTEC ENGINEERING, INC.
301 N.W. FLAGLER AVENUE
STUART, FLORIDA 34994
PHONE: (772) 692-4344
EMAIL: CAPTECinfo@goCAPTEC.com

**AFC PLANS
8/27/21**

NOTE: THESE PLANS ARE IN ENGLISH UNITS.
THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION:
DESIGN STANDARDS DATED 2021.
STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION DATED JULY 2021.
THE MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS (GREENBOOK) DATED 2018.
THE FEDERAL HIGHWAY ADMINISTRATION (FHWA) MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, 2009 EDITION. (MUTCD 2009)

PROJECT NO. 1813.19 IMPORT DRIVE SIDEWALK DESIGN

**IMPORT DRIVE SIDEWALK (PHASE 1)
FROM OAKWOOD DRIVE (STA 6+64.25) TO INCA TERRACE (STA 60+10.95)**

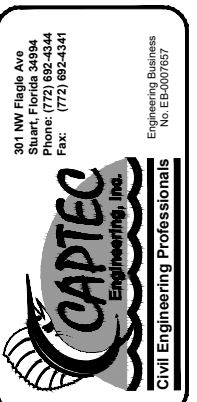
ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY
101-99	Mobilization, Incl. Survey Staking & Record Drawings	LS	1
102-1	Maintenance of Traffic / Parking / Detours	DA	365
104-10-3	Silt Fence	LF	450
107-2	Mowing	AC	2.05
110-1-1	Clearing and Grubbing/Demolition	AC	3.10
120-1	Regular Excavation	CY	730
120-6	Embankment	CY	450
430-175-215	Pipe Culvert, Optional Material, Elliptical 13"x17" CAP	LF	977
430-175-215	Pipe Culvert, Optional Material, Elliptical 12"x18" RCP	LF	116
430-982-699	Mitered End Section, All Types/Sizes	EA	8
514-72	Swale Liner	LF	4,505
518-900	Asphalt/Base, Utility Road Cut Pavement Restoration	SY	2,200
522-1	Concrete Sidewalk/Pads, 4" Thick	SY	2,960
522-2	Concrete Driveways/Sidewalk/Pads, 6" Thick	SY	2,100
527-2	Detectable Warnings	SF	800
570-1-2	Performance Turf, Sod	SY	10,450
700-1-50	Single Post Sign, New	EA	7
711-11-122	Thermoplastic, Standard Yellow, Solid 6"	LF	900
711-11-123	Thermoplastic, Standard White, Solid 12"	LF	970
711-11-125	Thermoplastic, Standard White, Solid 24"	LF	560
1080-21-500	Utility Fixture, Valve, Adjust	EA	18
1080-21-600	Utility Fixture, Water Meter Box, Adjust	EA	5
1090-12-900	Utility, Water Main (12") Vertical Deflection	LS	3

**IMPORT DRIVE SIDEWALK (PHASE 2)
FROM INCA TERRACE (STA 60+10.95) TO SAVAGE BOULEVARD (STA 116+24.40)**

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY
101-99	Mobilization, Incl. Survey Staking & Record Drawings	LS	1
102-1	Maintenance of Traffic / Parking / Detours	DA	365
104-10-3	Silt Fence	LF	450
107-2	Mowing	AC	2.05
110-1	Clearing and Grubbing/Demolition	AC	3.10
120-1	Regular Excavation	CY	620
120-6	Embankment	CY	400
430-175-215	Pipe Culvert, Optional Material, Elliptical, 13"x17" CAP	LF	257
430-175-215	Pipe Culvert, Optional Material, Elliptical, 12"x18" RCP	LF	268
430-175-218	Pipe Culvert, Optional Material, Elliptical, 14"x23" RCP	LF	50
430-175-230	Pipe Culvert, Optional Material, Elliptical, 24"x38" RCP	LF	98
430-982-699	Mitered End Section, All Types/Sizes	EA	18
430-536-202	Straight Concrete Headwall (38"x24" RCP) (Double)	EA	2
514-72	Swale Liner	LF	4,835
518-900	Asphalt/Base, Utility Road Cut Pavement Restoration	SY	2,200
522-1	Concrete Sidewalk/Pads, 4" Thick	SY	2,820
522-2	Concrete Driveways/Sidewalk/Pads, 6" Thick	SY	1,200
527-2	Detectable Warnings	SF	440
570-1-2	Performance Turf, Sod	SY	11,250
700-1-50	Single Post Sign, New	EA	12
711-11-122	Thermoplastic, Standard Yellow, Solid 6"	LF	900
711-11-123	Thermoplastic, Standard White, Solid 12"	LF	830
711-11-125	Thermoplastic, Standard White, Solid 24"	LF	480
1080-21-500	Utility Fixture, Valve, Adjust	EA	17
1080-21-600	Utility Fixture, Water Meter Box, Adjust	EA	5
1090-12-900	Utility, Water Main (12") Vertical Deflection	LS	4

PAY ITEM LIST (PHASE 1 & 2)

- 101-99 RECORD DRAWINGS AND ALL CERTIFICATION / CONVEYANCE DOCUMENTS MUST BE SUBMITTED PRIOR TO SCHEDULING A FINAL INSPECTION.
- ALL RECORD DRAWINGS SHALL BE SUBMITTED IN CONFORMANCE WITH CITY OF PORT ST. LUCIE'S MINIMUM RECORD DRAWING STANDARDS.
 - ALL RECORD DRAWINGS SHALL BE SIGNED AND SEALED BY A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA AND CERTIFIED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF FLORIDA.
 - A MINIMUM OF THREE (3) SETS OF COMPLETE RECORD DRAWINGS SHALL BE SUBMITTED IN CORRELATION WITH THE APPROVED CONSTRUCTION DRAWINGS.
- 102-1 PAY ITEMS INCLUDES ALL ITEMS FOR MAINTENANCE OF TRAFFIC WHICH ARE NOT INCLUDED FOR PAYMENT UNDER SEPARATE ITEMS. INCLUDES PEDESTRIAN MAINTENANCE OF TRAFFIC, MAINTENANCE OF PARKING, MAINTENANCE OF US MAIL BOXES AND ANY NECESSARY TEMPORARY TRAFFIC DETOURS. ALSO INCLUDES REMOVAL OF ALL EXISTING CONFLICTING PAVEMENT MARKINGS.
- 120-1 INCLUDES ALL EARTHWORK EXCAVATION & EMBANKMENT FOR ROADWAY; DRIVEWAY; DRAINAGE STRUCTURE; AND INCLUDES 40 LINEAR FEET OF ROOT BARRIER AND PLANTER ADJUSTMENT AT A CERTAIN LOCATION NEAR INCA TERRACE.
- 120-6 FINAL GRADING SHAPING AS NECESSARY FOR FINAL RESTORATION
- 430-175-215 PAY ITEM INCLUDES REPLACEMENT OF ALL PIPE END TREATMENTS CLASS I CONCRETE FOR DRIVEWAYS AND SELECT LOCATIONS THAT EXISTED PRIOR TO CONSTRUCTION. INCLUDES BACKFILL, COMPACTION, DISPOSAL OF SURPLUS MATERIAL, AND RESTORATION MATERIAL NECESSARY FOR A COMPLETE AND ACCEPTED INSTALLATION. REFERENCE CITY OF PORT ST. LUCIE CONSTRUCTION STANDARDS.
- 514-72 SHALL INCLUDE ALL ITEMS SHOWN ON THE PLASTIC SWALE LINER INSTALLATION DETAIL AND SAND LAYER WITH EXCEPTION OF SOD WHICH IS COVERED UNDER PAY ITEM 570-1-2.
- 522-2 PAY ITEM INCLUDES ADDITIONAL CONCRETE AND REINFORCING BARS FOR REDUCED COVER DRIVEWAY PIPE INSTALLATION AND SHALL INCLUDE THE CONCRETE FOR THE THICKENED DRIVEWAY FOOTER EDGE. ALL CONCRETE SHALL BE FDOT APPROVED CLASS NS CONCRETE. THIS PAY ITEM INCLUDES REMOVAL AND REPLACEMENT OF CERTAIN BRICK PAVER DRIVEWAYS.
- 527-2 DETECTABLE WARNING SURFACES SHALL BE CAST-IN-PLACE AND BRICK RED IN COLOR. INCLUDES ALL LABOR, SURFACE PREPARATION, MATERIALS AND INCIDENTALS NECESSARY TO COMPLETE THE WORK.
- 700-1-50 PROPOSED SIGN ASSEMBLIES AND POLES SHALL BE UPGRADED TO MEET CURRENT FDOT SPECIFICATIONS. INCLUDING STOP SIGN AND STREET NAME PLAQUES.
- 711-11-123 INCLUDES ALL CLEANING AND PREPARING OF SURFACES; FURNISHING OF ALL MATERIALS; APPLICATION; CURING AND PROTECTION OF ALL ITEMS; PROTECTION OF TRAFFIC; FURNISHING OF ALL TOOLS; MACHINES AND EQUIPMENT; AND 201 ALL INCIDENTALS NECESSARY TO COMPLETE THE WORK.
- 1080-21-500 INCLUDES ALL WORK AND MATERIALS REQUIRED TO RELOCATE/ADJUST/BY-PASS/PRESSURE TEST AND DETOUR TRAFFIC. THE EXISTING FACILITY SHOULD BE SET TO MATCH THE PROPOSED GRADE AND SHALL COMPENSATE THE CONTRACTOR FOR ALL COORDINATION WITH EXISTING UTILITY PROVIDERS THROUGHOUT THE DURATION OF THE CONSTRUCTION CONTRACT.
- 1090-12-900



DATE:	8/27/21
DRAWN BY:	JTC
DESIGNED BY:	ADD
CHECKED BY:	JWC
PROJECT NO.:	1813.19
HORIZ. SCALE:	N/A
VERT. SCALE:	N/A
CADD FILE:	Cover

NO.	DATE	BY	REVISIONS
1	8/27/21	ADD	APPROVED FOR CONSTRUCTION



**S.W. IMPORT DRIVE
SIDEWALK DESIGN**
CITY OF PORT ST. LUCIE, FLORIDA

BID QUANTITIES

Joseph W. Capra
301 NW Flagler Ave.
Stuart, Florida 34994
P.E. No. 37638

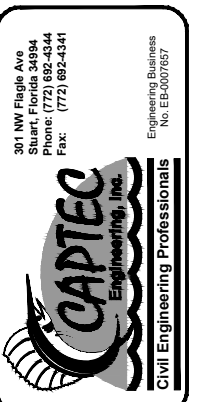
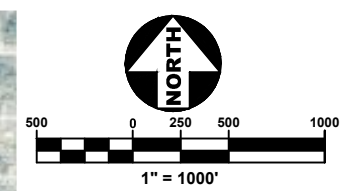
Printed Date:

JOB No.: **1813.19**
SHEET
2 OF **46**

**END PHASE 2
STA. 116+24.40**

**END PHASE 1
BEGIN PHASE 2
STA. 60+10.95**

**BEGINNING PHASE 1
STA. 6+64.25**



DATE:	8/27/21
DRAWN BY:	MDR
DESIGNED BY:	ADD
CHECKED BY:	JWC
PROJECT NO.:	1813.19
HORIZ. SCALE:	1" = 100'
VERT. SCALE:	N/A
CADD FILE:	Layout

NO.	DATE	BY	REVISIONS
1	8/27/21	ADD	APPROVED FOR CONSTRUCTION

SCALE VERIFICATION	0.5
SOLID BAR IS EQUAL TO HALF AN INCH ON ORIGINAL DRAWING. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY.	

**S.W. IMPORT DRIVE
SIDEWALK DESIGN**
CITY OF PORT ST. LUCIE, FLORIDA
PROJECT LAYOUT PLAN

Joseph W. Capra
301 NW Flager Ave
Stuart, Florida 34994
P.E. No. 37638

Printed Date:

JOB No.: **1813.19**
SHEET
3 OF **46**

IMPORT DRIVE SIDEWALK PROJECT GENERAL NOTES

1. BENCHMARK ELEVATIONS SHOWN ON THE PLANS ARE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988).
2. ALL DRAINAGE INFRASTRUCTURE IS TO REMAIN UNLESS OTHERWISE NOTED.
3. ALL GRADES SHOWN ARE FINISHED GRADES, UNLESS OTHERWISE NOTED.
4. STATIONING AND OFFSETS REFER TO THE BASELINE OF CONSTRUCTION, UNLESS OTHERWISE NOTED.
5. EXISTING UTILITIES ARE TO REMAIN IN PLACE UNLESS OTHERWISE NOTED.
6. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE ENGINEER SHOULD NOTIFY THE CITY SURVEYOR RICK COMPITELLO, WITHOUT DELAY, BY TELEPHONE (772) 871-5280.
7. EXISTING IMPACTED DRIVEWAYS WITHIN THE LIMITS OF THIS PROJECT ARE TO BE RESTORED TO THE CITY OF PORT ST. LUCIE (CITY OF PSL) STANDARDS AT THE SAME LOCATION AND WIDTH, UNLESS OTHERWISE SHOWN IN THE PLANS. RESIDENTIAL ACCESS MUST BE MAINTAINED AT ALL TIMES. LIMITS OF DRIVEWAY REMOVAL ARE TO BE DETERMINED BY THE PROJECT MANAGER AT THE TIME OF CONSTRUCTION. IN WHICH CASE, CONTRACTOR WILL NOTIFY HOMEOWNER 48 HOURS IN ADVANCE AND WILL COMPLETE DRIVEWAY RECONSTRUCTION WITHIN ONE WEEK OF THIS NOTIFICATION.
8. NO CONSTRUCTION SHALL COMMENCE UNTIL ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN SECURED AND THE CONTRACTOR IS ISSUED A "NOTICE TO PROCEED".
9. DURING CONSTRUCTION, SHOULD ANY DRAINAGE STRUCTURES (INCLUDING PIPES) BE FOUND THAT ARE NOT SHOWN ON THE PLANS, NOTIFY THE ENGINEER IMMEDIATELY.
10. IN REFERENCE TO EXISTING UTILITIES AND UTILITY ADJUSTMENTS:
 - A. THE LOCATION OF UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE ONLY. THE EXACT HORIZONTAL AND VERTICAL LOCATIONS SHALL BE DETERMINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. IN ADDITION, THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY IF "OTHER" UTILITIES (NOT SHOWN ON THE PLANS) EXIST WITHIN THE AREA OF CONSTRUCTION. SHOULD THERE BE UTILITY CONFLICTS, THE CONTRACTOR SHALL INFORM THE ENGINEER AND NOTIFY THE RESPECTIVE UTILITY OWNER(S) TO RESOLVE UTILITY CONFLICTS AND UTILITY ADJUSTMENTS AS REQUIRED.
 - B. WATER AND SANITARY SEWER UTILITY WORK SHALL BE IN CONFORMANCE WITH ALL WATER AND SANITARY SEWER UTILITY WORK SHALL BE IN CONFORMANCE WITH ALL CODES, STANDARDS, AND ORDINANCES CURRENTLY ADOPTED BY THE STATE OF FLORIDA D.E.P. AND PORT ST. LUCIE UTILITY SYSTEMS DEPARTMENT (PSLUSD).
11. THE CONTRACTOR SHALL NOTIFY UTILITY OWNERS THROUGH SUNSHINE STATE ONE CALL OF FLORIDA (1-800-432-4770) AND UTILITY OWNERS LISTED BELOW IN TWO BUSINESS DAYS (OR 10 DAYS IF ON THE JOB SITE).

COMPANY	CONTACT	TEL. NO.
AT&T	LUKE FOLKERTS	(407) 496-6041
COMCAST CABLE	ANTHONY SPRINGSTEEL	(561) 804-0973
FLORIDA CITY GAS	RON MULLER	(772) 337-7011
FLORIDA POWER & LIGHT. CO.	ROB MORRIS	(772) 223-4215
PSL PUBLIC WORKS DEPT.	FRANK KNOTT, PM	(772) 380-6022
PSL UTILITY SYSTEMS DEPT.	LANEY SOUTHERLY, PE	(772) 873-6442
12. IF DEWATERING PERMIT IS REQUIRED FOR THIS PROJECT, THE CONTRACTOR WILL BE REQUIRED TO OBTAIN A DEWATERING PERMIT OR WATER USE PERMIT AND ALLOW TIME FOR THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT AND/OR FDEP TO REVIEW AND APPROVE THE PERMIT PRIOR TO THE CONSTRUCTION START DATE.
13. WORK HOURS ARE FROM 7:00 AM TO DUSK, MONDAY-FRIDAY. WORK WILL NOT BE ALLOWED ON WEEKENDS OR HOLIDAYS OBSERVED BY THE CITY OF PORT ST. LUCIE UNLESS WRITTEN APPROVAL IS OBTAINED FROM THE CITY. THE CONTRACTOR MUST RECEIVE WRITTEN PERMISSION FROM THE CITY AND PROVIDE AN APPROVED MOT PLAN BEFORE ANY LANE CLOSURES OCCUR.
14. THE CONTRACTOR SHALL COORDINATE SELECTION AND REVIEW OF ANY PROPOSED STAGING AREAS ASSOCIATED WITH THIS PROJECT WITH FRANK KNOTT , PM.
15. EXISTING LANDSCAPE IMPROVEMENT THAT ARE IN CONFLICT WITH THE PROPOSED IMPROVEMENTS ARE TO BE RELOCATED PER THE DIRECTION OF THE PROJECT MANAGER. VACANT LOTS WITH VEGETATION SUCH AS INVASIVE PLANTS AND EXOTICS SHALL BE CLEARED IN THE LOCATION IN CONFLICT WITH THE PROPOSED SIDEWALK AND SWALE-LINER INSTALLATION.
16. LANE CLOSURES SHALL BE COORDINATED WITH ST. LUCIE COUNTY SCHOOL BOARD, ST.LUCIE COUNTY FIRE RESCUE AND THE CITY OF PORT ST. LUCIE AT LEAST 48 HOURS IN ADVANCE.
17. FINAL ADJUSTMENT OF ANY STORM STRUCTURE TOPS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. DRAINAGE STRUCTURES SHALL BE PROVIDED IN 2 PARTS.

18. ANY KNOWN OR SUSPECT HAZARDOUS MATERIAL FOUND ON THE PROJECT BY THE CONTRACTOR SHALL BE IMMEDIATELY REPORTED TO THE PROJECT MANAGER, WHO SHALL DIRECT THE CONTRACTOR TO PROTECT THE AREA OF KNOWN OR SUSPECT HAZARDOUS MATERIAL FROM FURTHER ACCESS. THE PROJECT ENGINEER IS TO NOTIFY THE PROPER REGULATORY AUTHORITY OF THE DISCOVERY. THE PROPER REGULATORY AUTHORITY WILL ADVISE/DIRECT THE PROJECT ENGINEER IN THE INVESTIGATION, IDENTIFICATION AND/OR REMOVAL/REMEDATION OF THE MATERIAL IN QUESTION AS NEEDED. THE CONTRACTOR SHALL NOT RETURN TO THE AREA OF SUSPECTED CONTAMINATION UNTIL APPROVAL IS PROVIDED BY THE PROJECT MANAGER.
19. THE CONTRACTOR SHALL NOT BRING ANY HAZARDOUS MATERIALS ONTO THE PROJECT. SHOULD THE CONTRACTOR REQUIRE SUCH FOR PERFORMING THE CONTRACTED WORK, THE CONTRACTOR SHALL REQUEST, IN WRITING, WRITTEN PERMISSION FROM THE PROJECT MANAGER IN ACCORDANCE WITH THE MATERIAL SAFETY DATA SHEET (MSDS) FOR EACH HAZARDOUS MATERIAL PROPOSED FOR USE.
20. EXISTING MAILBOXES SHALL BE MAINTAINED AT ALL TIMES. CONTRACTOR IS RESPONSIBLE FOR REPLACING DAMAGED MAILBOXES WITH LIKE KIND AT NO ADDITIONAL COST.
21. ALL WORK ASSOCIATED WITH THIS PROJECT IS TO BE PERFORMED WITHIN THE RIGHT-OF-WAY LIMITS AS DEPICTED ON THE PLAN SHEETS.
22. ALL CONCRETE SIDEWALK JOINTS SHALL BE TOOLED WITHOUT EXPANSION JOINTS.
23. ALL WORK, CONCRETE AND MATERIALS SHALL COMPLY WITH THE LATEST EDITION, INCLUDING ALL REVISIONS, OF THE FOLLOWING STANDARDS AND PUBLICATIONS: -AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO) -AMERICAN CONCRETE INSTITUTE (ACI) -AMERICAN SOCIETY FOR TESTING MATERIAL (ASTM) -AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES (ADAAG) -FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS -FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION -FDOT STRUCTURES STANDARD INDEX.
24. ALL DISTURBED AREAS SHALL BE REPAIRED TO EXISTING CONDITIONS OR BETTER. THE CONTRACTOR SHALL ONLY BE ENTITLED FOR PAYMENT OF AUTHORIZED AREAS WITHIN THE PROJECT WORK LIMITS. THE PROJECT WORK LIMITS SHALL BE ESTABLISHED BY THE CITY OF PORT ST. LUCIE PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL MAKE EVERY EFFORT TO MINIMIZE UNNECESSARY DAMAGE. ALL DAMAGED AREAS OUTSIDE THE PROJECT WORK LIMITS MUST BE REPAIRED TO EXISTING CONDITIONS OR BETTER, AT THE COST OF THE CONTRACTOR, PRIOR TO FINAL PAYMENT.
25. ALL SOD SHALL HAVE A WARRANTY OF 45 DAYS AFTER THE FINAL COMPLETION DATE OF THE PROJECT. SOD REPLACED BY THE CONTRACTOR MUST BE THE SAME TYPE AS REMOVED.
26. ROADSIDE GRADING NOTES:
 - a. SIDEWALK LAYOUT SHALL BE TYPICALLY A 6' OFFSET FROM THE EDGE OF THE TRAVEL WAY ALONG ONE SIDE OF THE ROAD.
 - e. SIDEWALKS ARE TO BE 4 IN. THICK CONCRETE TYPICALLY.
 - f. SIDEWALKS WITHIN 6' OF INTERSECTIONS SHALL BE 6 IN. THICK.
 - g. SIDEWALK CROSS-SLOPE SHALL NOT EXCEED 2% IN ANY LOCATION.
 - h. SIDEWALK LONGITUDINAL SLOPE SHALL NOT EXCEED 5% AT ANY LOCATION.
 - i. GRADING BASE LINE IS CONSIDERED THE FACE OF WALK.
 - j. SOD SHALL BE SET 0.5 IN. BELOW IN GRADE BELOW THE EDGE OF PAVEMENT. SWALE FORESLOPE AND BACKSLOPE SHALL BE 3:1 MAX, 4:1 TYP. (MINIMAL GRADING PREFERRED).
 - k. SWALE GRADING (GUTTER-LINE) IS 0.20% MIN. 0.30% PREFERRED.
 - l. 12" SUBGRADE SHALL BE COMPACTED TO 98% OF MODIFIED PROCTOR (ASTM D1557/AASHTO T-180).
 - m. ALL AREAS ADJACENT TO THE PROPOSED SIDEWALK SHALL BE RE-GRADED TO REPAIR ANY EROSION, POTENTIAL DROP OFFS, OR TRIPPING HAZARDS.
27. DRIVEWAY NOTES:
 - a. DRIVEWAY WIDTHS VARY TYPICALLY FROM 10' (SINGLE-CAR) TO 20' WIDE (DOUBLE-CAR). PROPOSED SHALL MATCH EXISTING.
 - b. DRIVEWAY REPLACEMENT SHALL BE 6" CONCRETE UP TO 1' FROM THE RIGHT-OF-WAY LINE WHERE IT SHALL MATCH GRADE FLUSH WITH THE EXISTING DRIVEWAY. WORK OUTSIDE THE RIGHT-OF-WAY IS NOT INCLUDED WITH THIS PROJECT.
 - c. DRIVEWAY CULVERTS ARE TYPICALLY 4' EXTENDED PIPE OR CONCRETE END TREATMENTS CENTERED ON BOTH SIDES. END TREATMENTS WHETHER EXTENDED PIPE OR CONCRETE END TREATMENTS SHALL BE REMOVE AND REPLACE TO MATCH EXISTING.
 - d. DRIVEWAY CULVERTS SHALL BE SET ON FIRM AND UNYIELDING GROUND AND SET TO MATCH DRAINAGE CONVEYANCE FLOW LINE OF UPSTREAM AND DOWNSTREAM CULVERT INVERTS.
 - e. BACKFILL USED DURING THE INSTALLATION OF DRIVEWAY CULVERTS SHALL BE REPLACED IN 12" LIFTS. COMPACTED TO 98% OF MODIFIED PROCTOR (ASTM D1557/AASHTO T-180).
 - f. AT THE TIME OF CONSTRUCTION, IF THE CONCRETE DRIVEWAY AND CULVERT PIPE ARE FOUND IN GOOD CONDITION AND NOT IN CONFLICT WITH THE PROPOSED SIDEWALK THEN THE CITY OFFICIAL CAN DETERMINE WHETHER IT TO REMAIN OR CONTINUE TO BE REPLACED.
28. CROSSWALK NOTES:
 - a. ALL SIDE STREET INTERSECTIONS SHALL INCLUDE THERMOPLASTIC WHITE SPECIAL EMPHASIS MARKINGS PER FDOT STANDARD PLANS.
 - b. ALL SIDEWALK AT SIDE STREET CROSSWALKS SHALL HAVE DETECTABLE WARNING SURFACES THAT EXTEND THE FULL WIDTH OF THE SIDEWALK AND IN THE DIRECTION OF TRAVEL 24 INCHES FROM EDGE OF PAVEMENT.
29. SWALE-LINER NOTES:
 - a. SWALE LINER: 1/4 SECTION OF 12" ID SMOOTH INNER WALL PERFORATED BLACK POLYETHYLENE PIPE.
 - b. 1/2" DIAMETER X 12" LONG PVC WITH CAP FOR STAKES THROUGH LINER AT CORRUGATION, EQUAL DISTANCE. (10 PER 20' LENGTH)
 - c. SOD SHALL BE LAID OVER A FREE DRAINING SOIL LAYER.
 - d. ALLOW A 1-1/2" GAP BETWEEN LINER SECTIONS FOR EXPANSION.
 - e. CITY OF PORT ST. LUCIE WILL FURNISH LINER, STAKES, AND CAPS.
 - f. CONTRACTOR IS RESPONSIBLE FOR INSTALLATION ONLY.

CONTRACTOR TO MEANDER SIDEWALK TO AVOID ANY VALVES (WATER AND SEWER) FOUND ON-SITE IN CONFLICT WITH SIDEWALK.

10 DAYS PRIOR TO CROSSING EXISTING CONFLICTS, THE CONTRACTOR WILL POTHOLE THE LOCATION OF ALL EXISTING UTILITIES TO DETERMINE THE EXACT HORIZONTAL AND VERTICAL LOCATIONS.

ENGINEER OF RECORD INSPECTION REQUIREMENTS CONTRACTOR TO CALL CONTRACT ENGINEER OF RECORD 48 HOURS ADVANCE FOR FOLLOWING INSPECTIONS:

1. PRECONSTRUCTION MEETING
2. STAKE-OUT
3. DRIVEWAY AND SIDEWALK FORM-WORK
4. FINAL



DATE: 8/27/21	JTC	ADD	8/13/19	N/A	N/A	Gen Notes
DRAWN BY:	JTC	DESIGNED BY:	ADD	CHECKED BY:	JWC	PROJECT NO.:
						HORIZ SCALE:
						VERT. SCALE:
						CADD FILE:

NO.	DATE	BY	REVISIONS
1	8/27/21	ADD	APPROVED FOR CONSTRUCTION

SCALE VERIFICATION

0 0.5 1

SOLID BAR IS EQUAL TO HALF AN INCH ON ORIGINAL DRAWING. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

S.W. IMPORT DRIVE SIDEWALK DESIGN

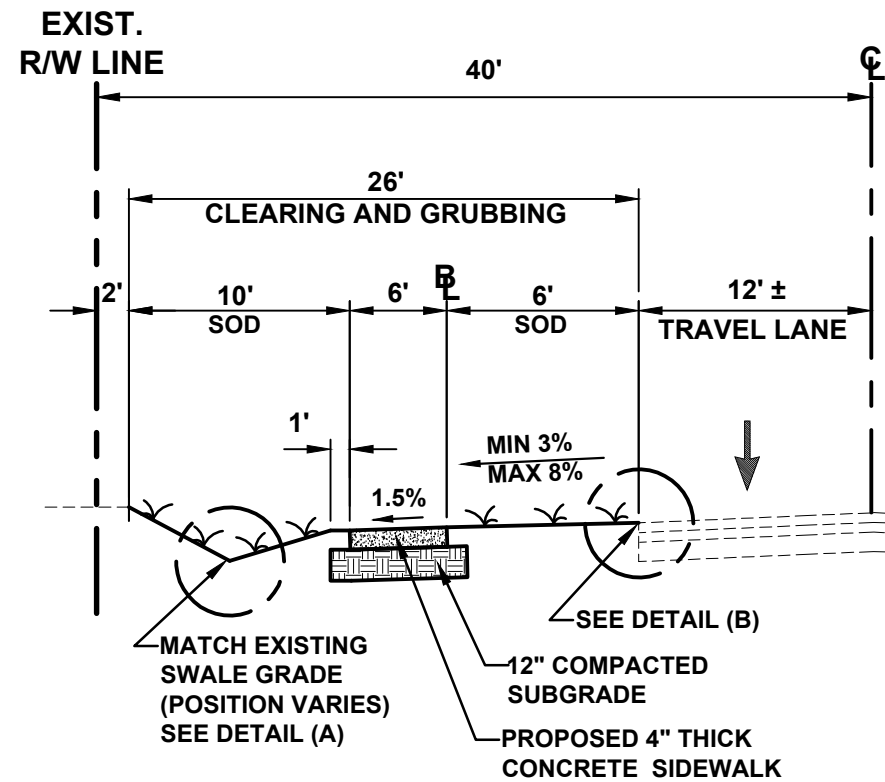
CITY OF PORT ST. LUCIE, FLORIDA

GENERAL NOTES

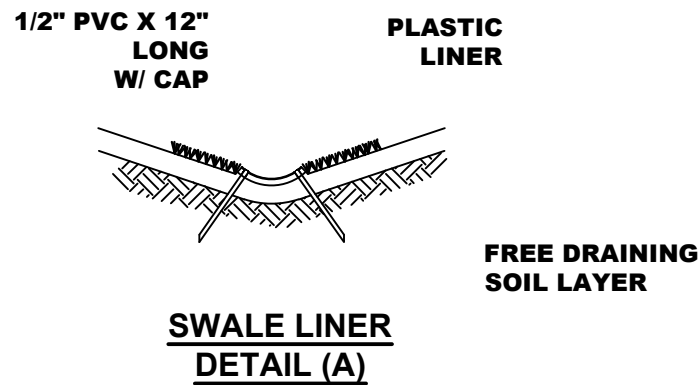
Joseph W. Capra
301 NW Flagler Ave
Stuart, Florida 34994
P.E. No. 37638

Printed Date:

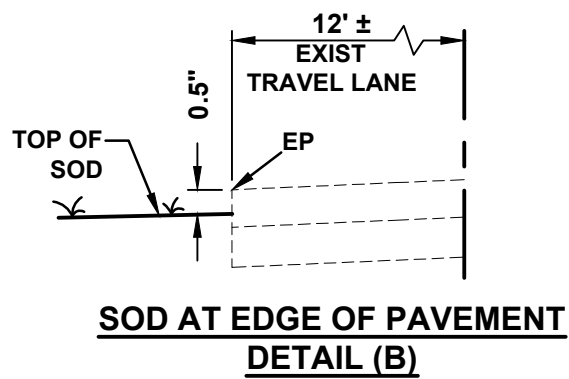
JOB No.: 1813.19
SHEET
4 OF 46



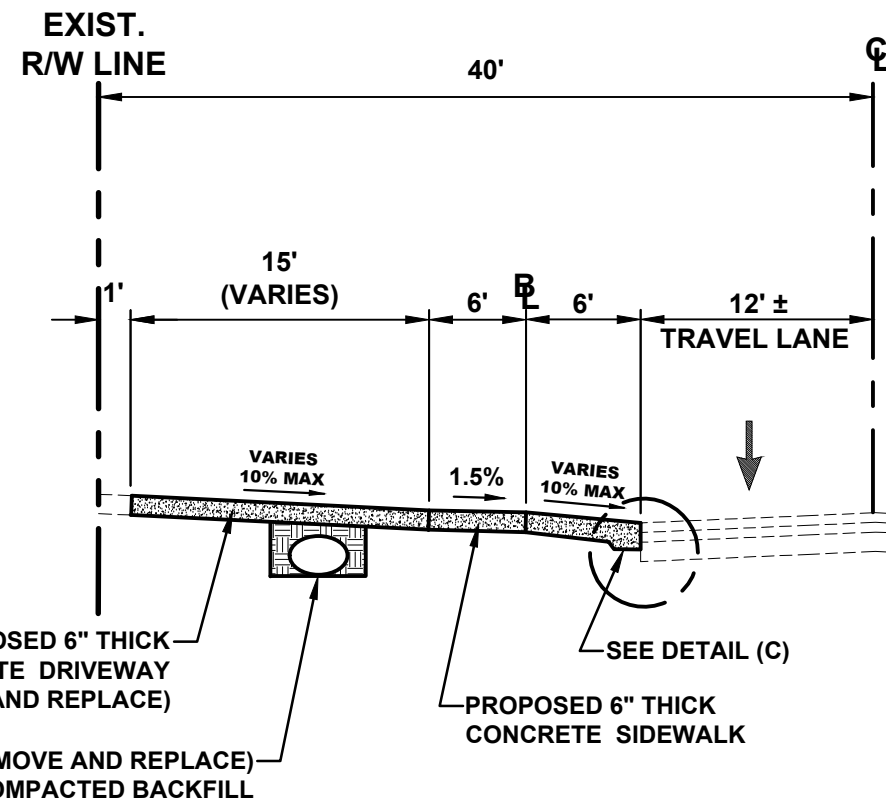
TYPICAL SIDEWALK WITH SWALE SECTION



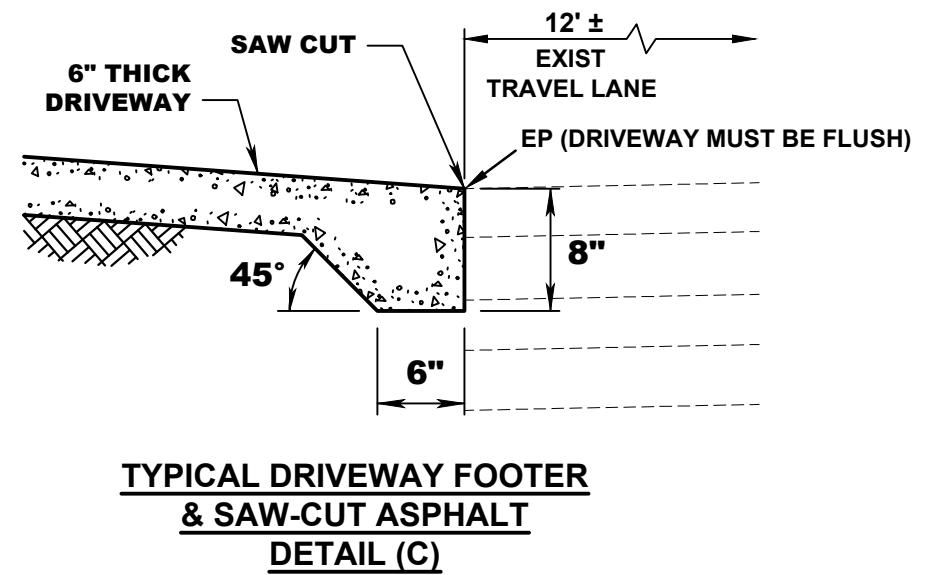
SWALE LINER DETAIL (A)



SOD AT EDGE OF PAVEMENT DETAIL (B)



TYPICAL SIDEWALK WITH DRIVEWAY SECTION



TYPICAL DRIVEWAY FOOTER & SAW-CUT ASPHALT DETAIL (C)



DATE:	8/27/21
DRAWN BY:	MDR
DESIGNED BY:	ADD
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VERT. SCALE:	N/A
CADD FILE:	Typ. Sec.

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SCALE VERIFICATION
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 SOLID BAR IS EQUAL TO HALF AN INCH ON ORIGINAL DRAWING. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

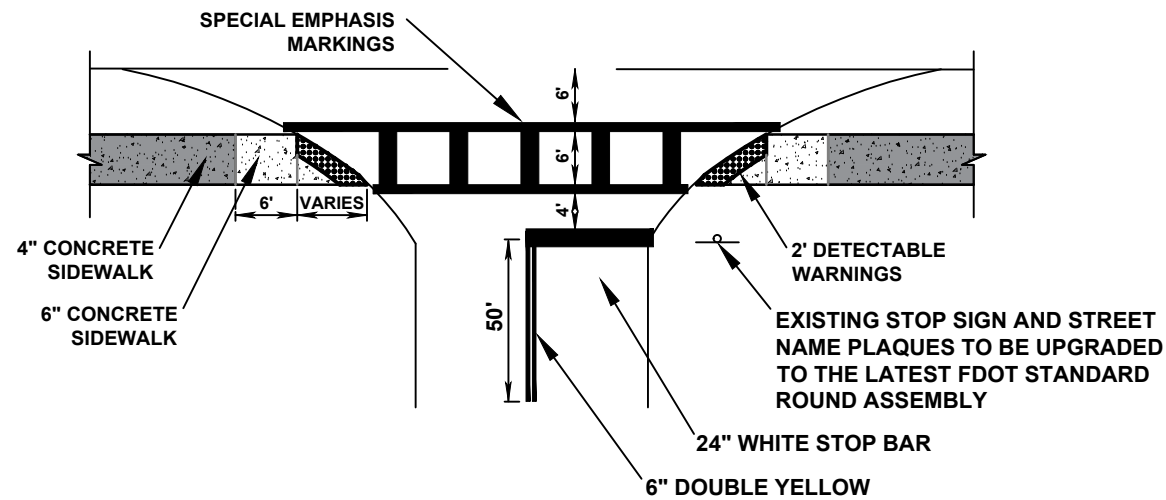
S.W. IMPORT DRIVE SIDEWALK DESIGN
 CITY OF PORT ST. LUCIE, FLORIDA
TYPICAL SECTIONS

Joseph W. Capra
 301 NW Flagler Ave
 Stuart, Florida 34994
 P.E. No. 37638

Printed Date:
 JOB No.: 1813.19
 SHEET
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LIST OF INTERSECTIONS:

1. OAKWOOD DRIVE
2. OCEAN COVE AVENUE
3. VARDON STREET
4. VALERA STREET
5. ANTIQUERA STREET
6. WYNNEWOOD STREET
7. CABALLERO STREET
8. INCA TERRACE
9. BIRD AVENUE
10. DREXEL STREET
11. TAMPICO STREET
12. HYACINTH STREET
13. MADRUGA STREET
14. DRIFTWOOD STREET
15. QUARRY STREET
16. PRUITT STREET
17. ALGIERS STREET
18. ZAMORA TERRACE
19. SAVAGE BOULEVARD



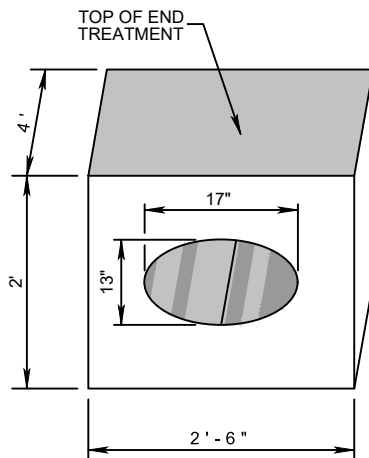
TYPICAL SIDEWALK AT SIDE STREET WITH CROSSWALK DETAIL

PHASE 1: 7
+ PHASE 2: 12
TOTAL QTY: 19

REFERENCE FDOT STANDARD PLANS
 INDEX 522 AND 711

LIST OF ROADWAY CULVERTS

Culvert ID #	Road Name	Intersecting Road	Existing Culverts	Proposed Culverts
S31-D008	Import Dr	Antiquera St	1-50 LF 12"x18" RCP W/ MES	1-58 LF 12"x18" RCP W/ MES
S31-D007	Import Dr	Caballero ST	1-54 LF 13"x22" CSP W/ MES	1-58 LF 12"x18" RCP W/ MES
S31-D006	Import Dr	Inca Ter	1-40 LF 12"x18" CMP	1-47 LF 12"x18" RCP W/ MES
S31-D004	Import Dr	Drexel St	1-36 LF 11"x18" CMP W/ MES	2-52 LF 12"x18" RCP W/ MES
S31-D002	Import Dr	Driftwood Ln	1-44 LF 14"x23" RCP W/ MES	1-53 LF 14"x23" RCP W/ MES
S35-D024	Import Dr	Salmon Rd	2-40 LF 24"x35" CMP W/ HW	2-65 LF 38"x24" RCP W/ 2-HW
S35-D023	Import Dr	Quarry St	1-56 LF 15"x21" CMP W/ MES	1-57 LF 18" RCP W/ MES
S35-D026	Import Dr	Pruitt St	1-56 LF 13"x17" CMP W/ MES	1-56 LF 15" PAP W/ MES
S35-D107	Import Dr	Zamora Ter	1-56 LF 15"x21" CMP W/ MES	2-65 LF 12"x18" RCP W/ MES
S35-D108	Import Dr	Zamora Ter	1-56 LF 13"x17" CMP W/ MES	1-80 LF 12"x18" RCP W/ MES
S35-D111	Import Dr	Savage Blvd	1-56 LF 13"x17" CMP W/ MES	1-56 LF 13"x17" CAP W/ MES



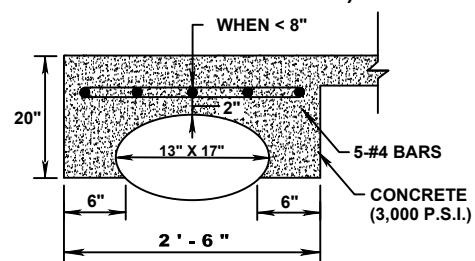
NOTES FOR 13"x17" CAP:

1. PIPE TREATMENT SHALL MATCH FDOT DIMENSIONS FOR A CONCRETE PIPE COLLAR.
2. DIMENSIONS SHALL BE 6" WIDER THAN OUTSIDE EDGE OF PIPE AT CENTER, TOP AND BOTTOM.
3. DIMENSIONS SHALL BE STANDARD 2' x 2'-6" x 4' ON ALL 13" x 17" CAP.
4. ALL PIPE SHALL BE BITUMINOUS COATED WHERE CONCRETE TOUCHES METAL.
5. AVERAGE CONCRETE VOLUME 16.23 CF OR .60 CY PER END TREATMENT.

REPLACEMENT PIPE END TREATMENT FOR DRIVEWAY CULVERTS

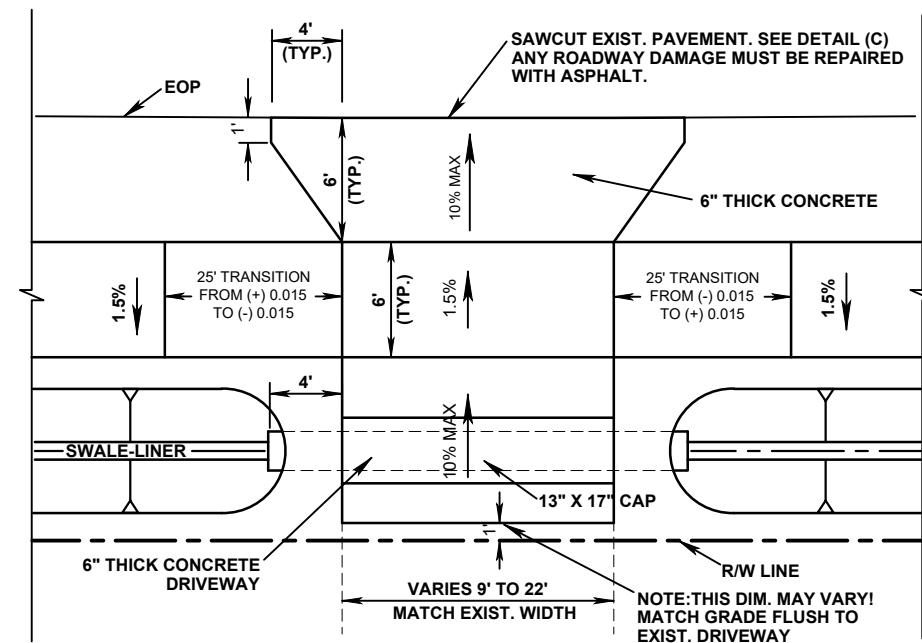
DETAIL
PHASE 1: 8
+ PHASE 2: 10
TOTAL QTY: 18

(REINFORCED CONCRETE FOR COVER LESS THAN 8")



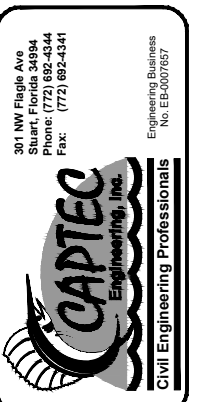
TYPICAL REDUCED COVER REINFORCEMENT FOR DRIVEWAY CULVERTS

DETAIL
PHASE 1: 41
+ PHASE 2: 22
TOTAL QTY: 63



TYPICAL DRIVEWAY REPLACEMENT

DETAIL
PHASE 1: 41
+ PHASE 2: 22
TOTAL QTY: 63



DATE:	8/27/21
DRAWN BY:	MDR
DESIGNED BY:	ADD
CHECKED BY:	JWC
PROJECT NO.:	1813.19
HORIZ. SCALE:	N.T.S.
VERT. SCALE:	N/A
CADD FILE:	Typ. Sec.

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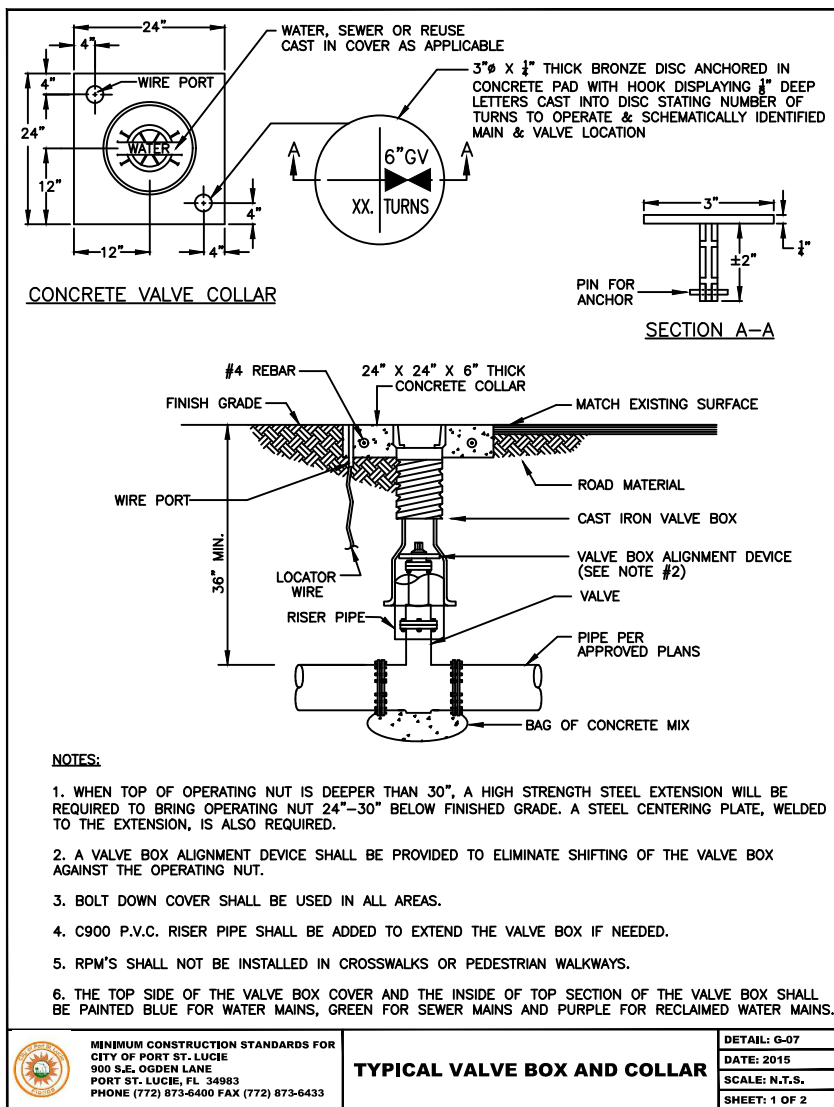
S.W. IMPORT DRIVE SIDEWALK DESIGN
 CITY OF PORT ST. LUCIE, FLORIDA

DETAILS

Joseph W. Capra
 301 NW Flagler Ave
 Stuart, Florida 34994
 P.E. No. 37638

Printed Date:

JOB No.: 1813.19
 SHEET
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VERTICAL BENDS

DIAMETER	VERTICAL OFFSET - L (FEET)							
	11-1/4°		22-1/2°		45°		90°	
	UPPER BEND	LOWER BEND	UPPER BEND	LOWER BEND	UPPER BEND	LOWER BEND	UPPER BEND	LOWER BEND
4"	4	2	8	3	17	5	39	11
6"	6	2	11	4	23	7	55	15
8"	8	2	15	4	30	9	72	20
10"	9	3	18	5	36	10	87	24
12"	11	3	21	6	43	12	102	28
14"	12	4	24	7	49	14	116	32
16"	13	4	27	8	55	16	131	36
18"	15	4	29	8	60	17	145	40
20"	16	5	32	9	66	19	158	44
24"	19	6	37	11	77	22	185	51
30"	22	7	45	13	92	26	222	62
36"	26	8	52	15	107	30	256	71
42"	29	8	58	16	120	34	289	80
48"	32	9	64	18	133	37	320	89

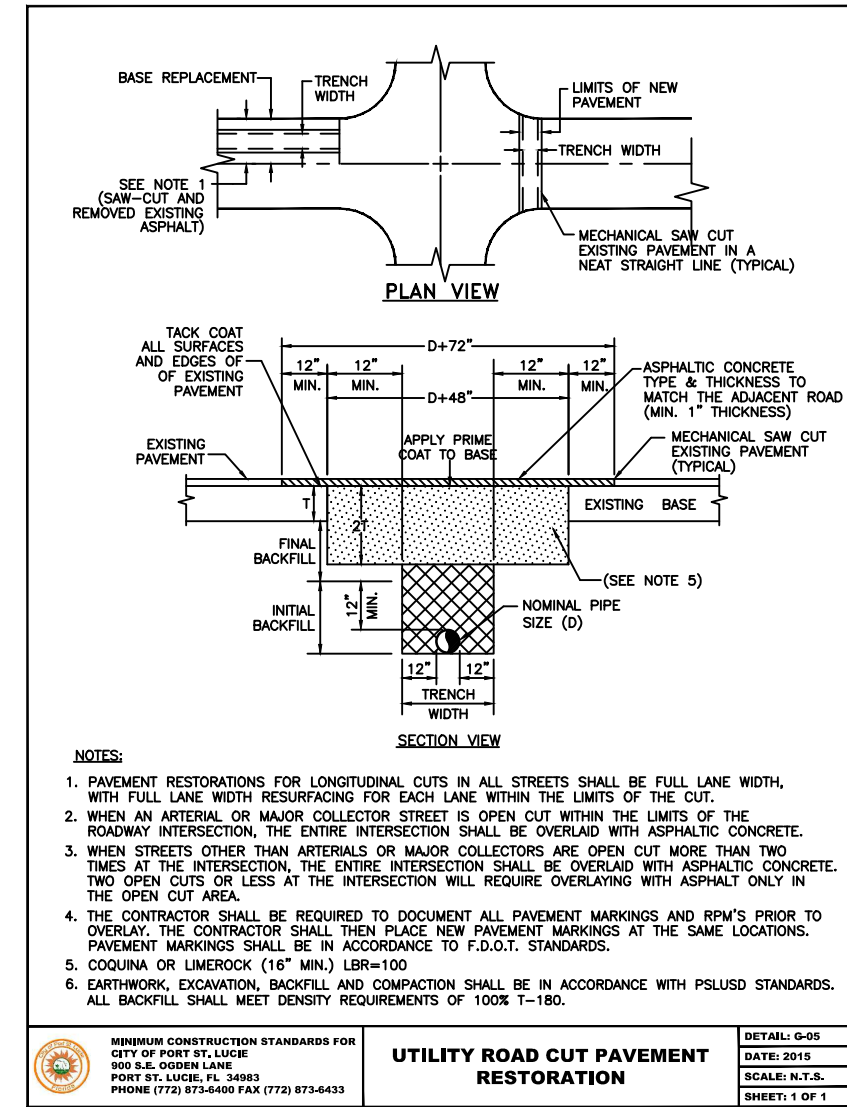
NOTES:

1. THE REQUIREMENTS SET FORTH ABOVE WERE CALCULATED FOR PVC PIPE BASED UPON THE FOLLOWING ASSUMPTIONS:
 - SOIL CONDITIONS: SILTY SAND (SM)
 - TRENCH TYPE: 3 (PIPE BEDDED IN 4" MINIMUM OF LOOSE SOIL WITH BACKFILL LIGHTLY COMPACTED)
 - UPPER SIDE MINIMUM COVER: 3 FT
 - LOWER SIDE MINIMUM COVER: 5 FT
 - SAFETY FACTOR: 1.5
 - TEST PRESSURE: 150 PSI
2. WHEN CONDITIONS DIFFER FROM THE ABOVE, THE ENGINEER-OF-RECORD (EOR) SHALL SUBMIT CALCULATIONS FOR REVIEW AND APPROVAL OF PLSUSD.
3. ALL JOINTS BETWEEN UPPER AND LOWER BENDS SHALL BE RESTRAINED.

MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE
900 S.E. OGDEN LANE
PORT ST. LUCIE, FL 34983
PHONE (772) 873-6400 FAX (772) 873-6433

PIPELINE RESTRAINT REQUIREMENTS (VERTICAL)

DETAIL: G-09
DATE: 2015
SCALE: N.T.S.
SHEET: 1 OF 2



DATE:	7/19/21
DRAWN BY:	MDR
DESIGNED BY:	ADD
CHECKED BY:	JWC
PROJECT NO.:	1813.19
HORIZ. SCALE:	N.T.S.
VERT. SCALE:	N/A
CADD FILE:	Typ. Sec.

NO.	DATE	BY	REVISIONS
1	8/27/21	ADD	APPROVED FOR CONSTRUCTION



**S.W. IMPORT DRIVE
SIDEWALK DESIGN**

CITY OF PORT ST. LUCIE, FLORIDA

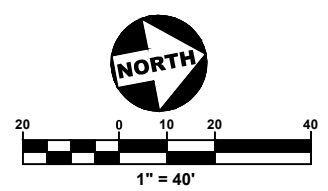
DETAILS

Joseph W. Capra
301 NW Flagler Ave
Stuart, Florida 34994
P.E. No. 37638

Printed Date:

JOB No.: **1813.19**
SHEET
7 OF **48**

**BEGIN PHASE 1
STA. 6+64.25**

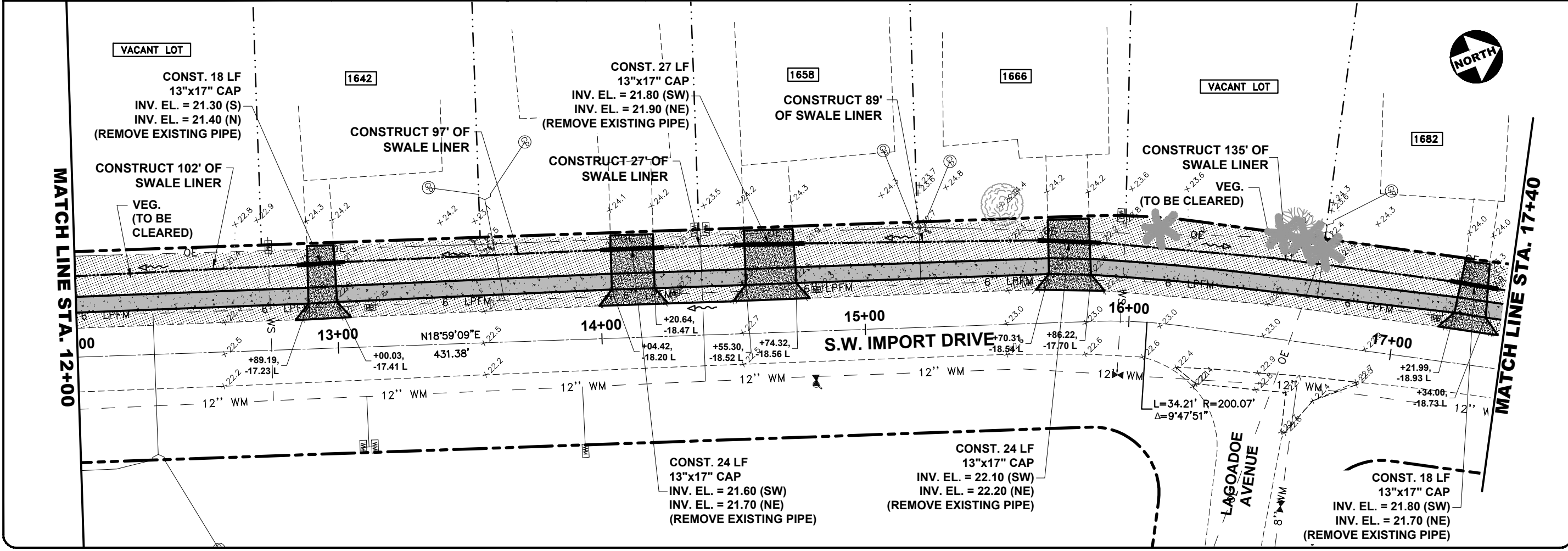
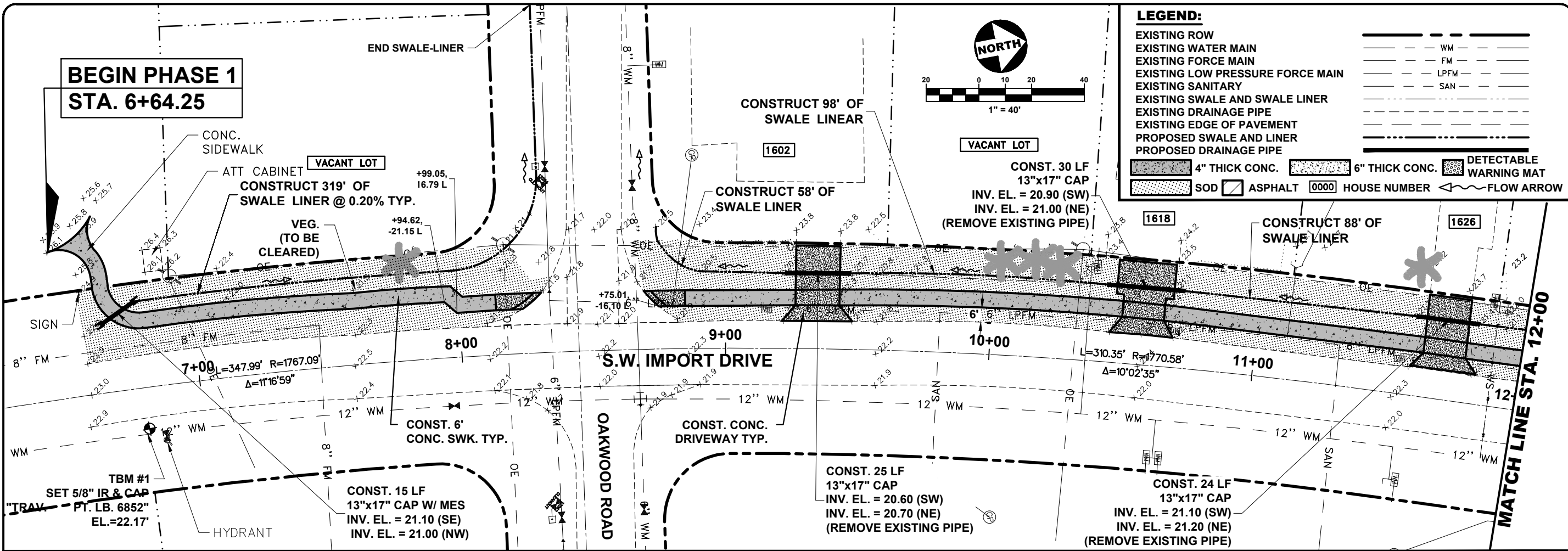


LEGEND:

- EXISTING ROW
- EXISTING WATER MAIN
- EXISTING FORCE MAIN
- EXISTING LOW PRESSURE FORCE MAIN
- EXISTING SANITARY
- EXISTING SWALE AND SWALE LINER
- EXISTING DRAINAGE PIPE
- EXISTING EDGE OF PAVEMENT
- PROPOSED SWALE AND LINER
- PROPOSED DRAINAGE PIPE

---	WM
---	FM
---	LPFM
---	SAN

[Pattern]	4" THICK CONC.	[Pattern]	6" THICK CONC.	[Pattern]	DETECTABLE WARNING MAT
[Pattern]	SOD	[Pattern]	ASPHALT	[Pattern]	HOUSE NUMBER
[Symbol]	FLOW ARROW				



301 NW Flagler Ave
Stuart, Florida 34994
Phone: (772) 692-4444
Fax: (772) 692-4341

Civil Engineering Professionals
No. EB000767

DATE:	8/27/21
DRAWN BY:	JTC
DESIGNED BY:	ADD
CHECKED BY:	JWC
PROJECT NO.:	1813.19
HORIZ. SCALE:	1" = 40'
VERT. SCALE:	N/A
CADD FILE:	SBase

NO.	DATE	BY	REVISIONS
1	8/27/21	ADD	APPROVED FOR CONSTRUCTION

SCALE VERIFICATION

0 0.5 1

SOLID BAR IS EQUAL TO HALF AN INCH ON ORIGINAL DRAWING. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY.

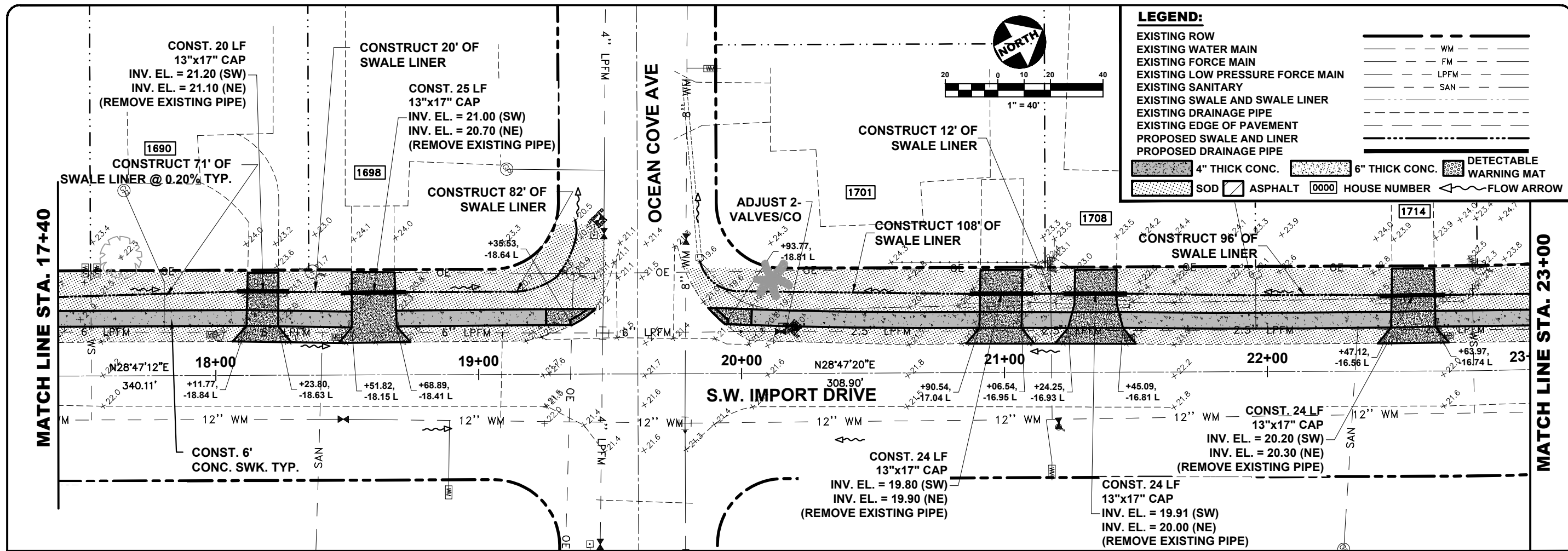
**S.W. IMPORT DRIVE
SIDEWALK DESIGN (PHASE 1)**
CITY OF PORT ST. LUCIE, FLORIDA

PLAN SHEET

Joseph W. Capra
301 NW Flagler Ave
Stuart, Florida 34994
P.E. No. 37638

Printed Date:

JOB No.: **1813.19**
SHEET
8 OF **46**

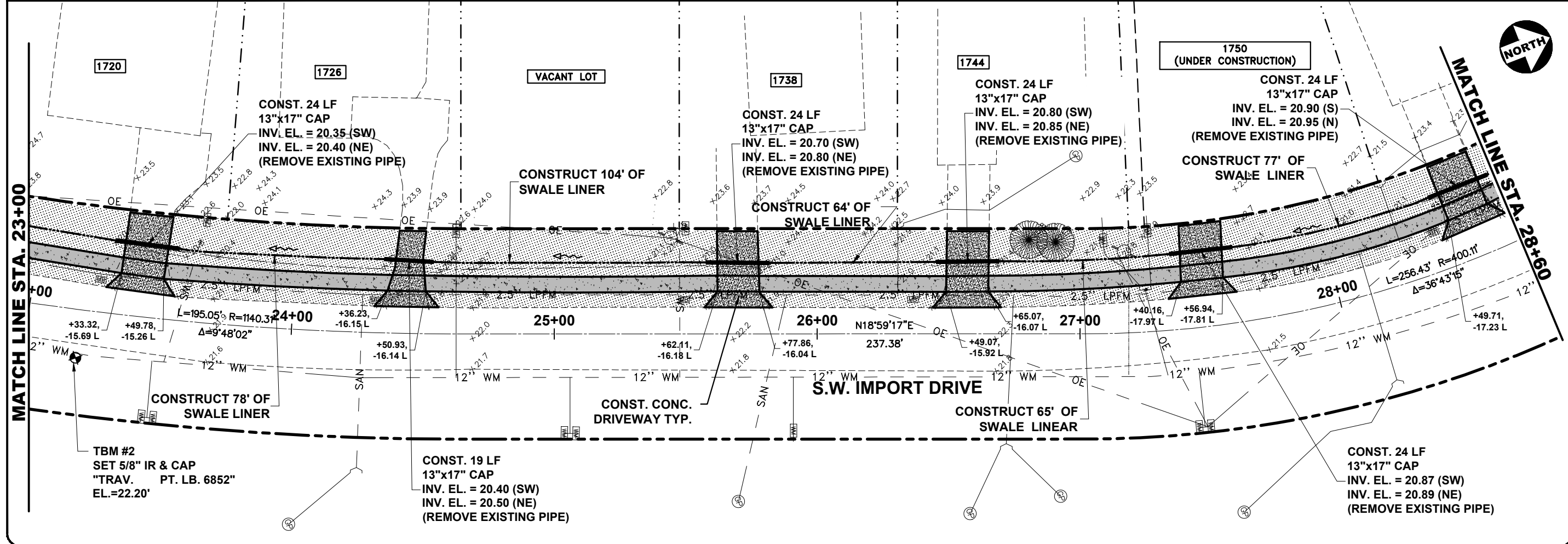


LEGEND:

EXISTING ROW
 EXISTING WATER MAIN
 EXISTING FORCE MAIN
 EXISTING LOW PRESSURE FORCE MAIN
 EXISTING SANITARY
 EXISTING SWALE AND SWALE LINER
 EXISTING DRAINAGE PIPE
 EXISTING EDGE OF PAVEMENT
 PROPOSED SWALE AND LINER
 PROPOSED DRAINAGE PIPE

WM
 FM
 LPFM
 SAN

4" THICK CONC.
 6" THICK CONC.
 SOD
 ASPHALT
 HOUSE NUMBER
 DETECTABLE WARNING MAT
 FLOW ARROW



301 NW Flagler Ave
 Stuart, Florida 34994
 Phone: (772) 682-4444
 Fax: (772) 682-4341

CAPTEC
 Engineering, Inc.

Civil Engineering Professionals
 No. EB000767

DATE:	8/27/21
DRAWN BY:	JTC
DESIGNED BY:	ADD
CHECKED BY:	JWC
PROJECT NO.:	1813.19
HORIZ. SCALE:	1" = 40'
VERT. SCALE:	N/A
CADD FILE:	SBase

SCALE VERIFICATION

0 0.5 1

SOLID BAR IS EQUAL TO HALF AN INCH ON ORIGINAL DRAWING. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

**S.W. IMPORT DRIVE
 SIDEWALK DESIGN (PHASE 1)**

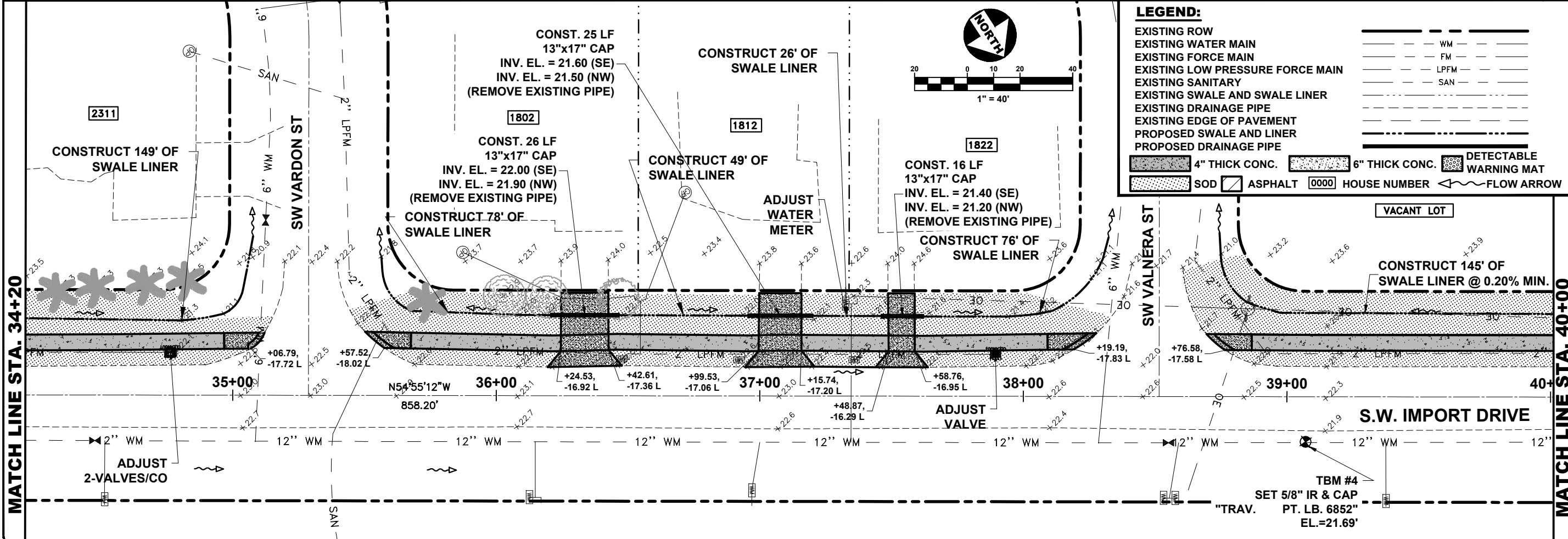
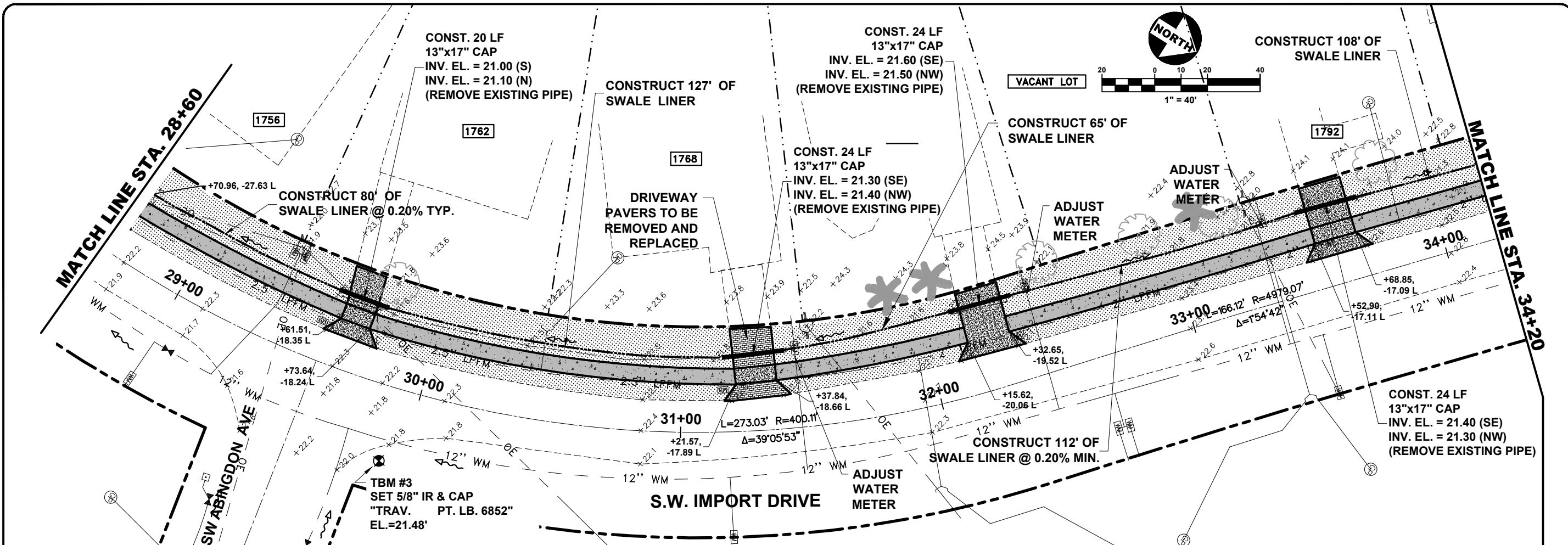
CITY OF PORT ST. LUCIE, FLORIDA

PLAN SHEET

Joseph W. Capra
 301 NW Flagler Ave
 Stuart, Florida 34994
 P.E. No. 37638

Printed Date:

JOB No.: **1813.19**
 SHEET
9 OF **46**



LEGEND:

- EXISTING ROW
- EXISTING WATER MAIN
- EXISTING FORCE MAIN
- EXISTING LOW PRESSURE FORCE MAIN
- EXISTING SANITARY
- EXISTING SWALE AND SWALE LINER
- EXISTING DRAINAGE PIPE
- EXISTING EDGE OF PAVEMENT
- PROPOSED SWALE AND LINER
- PROPOSED DRAINAGE PIPE

4" THICK CONC.
 6" THICK CONC.
 DETECTABLE WARNING MAT

SOD
 ASPHALT
 HOUSE NUMBER
 FLOW ARROW

301 NW Flagler Ave
Stuart, Florida 34994
Phone: (772) 692-4344
Fax: (772) 692-4341

Engineering Professionals
No. EB000767

DATE:	8/27/21
DRAWN BY:	JTC
DESIGNED BY:	ADD
CHECKED BY:	JWC
PROJECT NO.:	1813.19
HORIZ. SCALE:	1" = 40'
VERT. SCALE:	N/A
CADD FILE:	SBase

NO.	DATE	BY	REVISIONS
1	8/27/21	ADD	APPROVED FOR CONSTRUCTION

SCALE VERIFICATION

0 0.5 1 1.5 2

SOLID BAR IS EQUAL TO HALF AN INCH ON ORIGINAL DRAWING. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY.

**S.W. IMPORT DRIVE
SIDEWALK DESIGN (PHASE 1)**

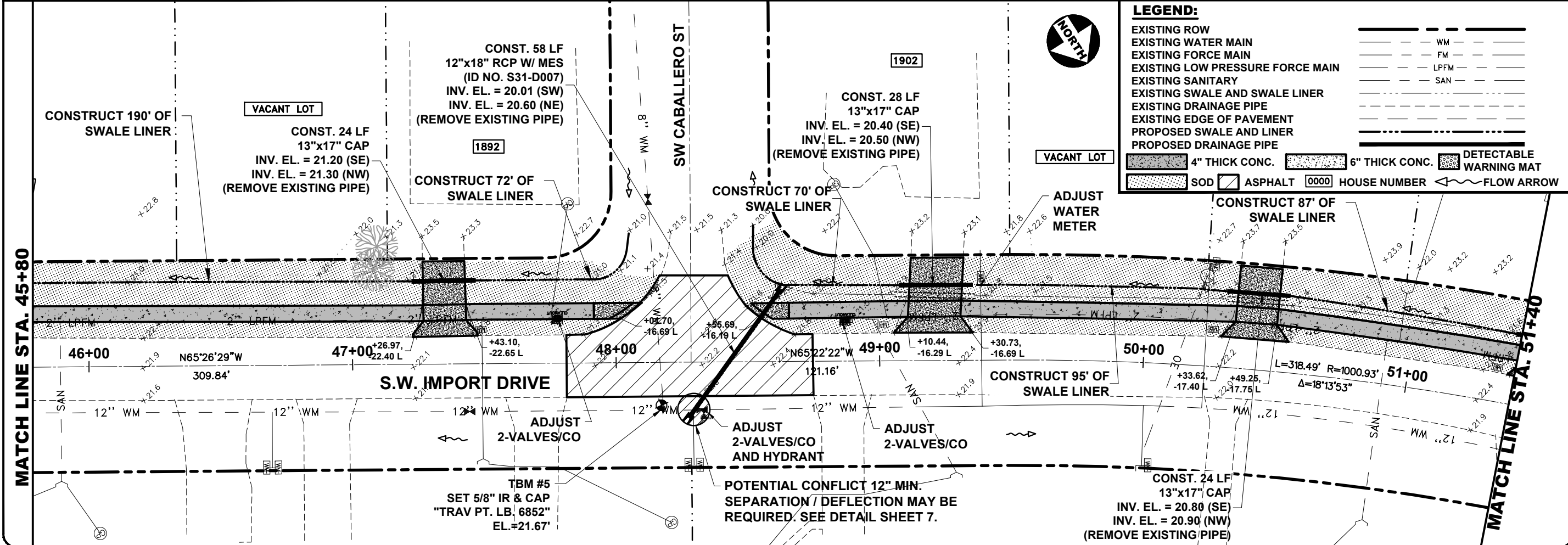
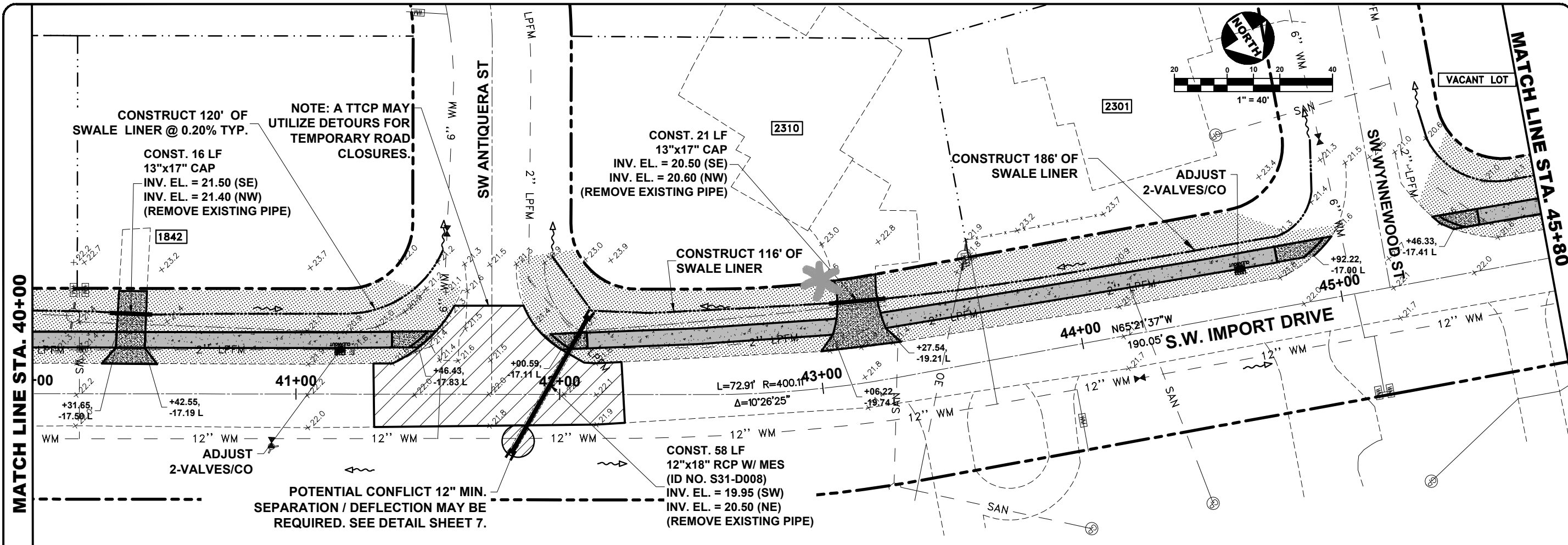
CITY OF PORT ST. LUCIE, FLORIDA

PLAN SHEET

Joseph W. Capra
301 NW Flagler Ave
Stuart, Florida 34994
P.E. No. 37638

Printed Date:

JOB No.: **1813.19**
SHEET
10 OF 46



LEGEND:

- EXISTING ROW
- EXISTING WATER MAIN
- EXISTING FORCE MAIN
- EXISTING LOW PRESSURE FORCE MAIN
- EXISTING SANITARY
- EXISTING SWALE AND SWALE LINER
- EXISTING DRAINAGE PIPE
- EXISTING EDGE OF PAVEMENT
- PROPOSED SWALE AND LINER
- PROPOSED DRAINAGE PIPE

4" THICK CONC.	6" THICK CONC.	DETECTABLE WARNING MAT
SOD	ASPHALT	HOUSE NUMBER
FLOW ARROW		

301 NW Flagler Ave
Stuart, Florida 34994
Phone: (772) 692-4344
Fax: (772) 692-4341

CAPTEC
Engineering, Inc.
Civil Engineering Professionals

Engineering Business
No. EB007057

DATE: 8/27/21	DESIGNED BY: JTC	CHECKED BY: JWC	PROJECT NO.: 1813.19	HORIZ. SCALE: 1" = 40'	VERT. SCALE: N/A	CADD FILE: SBase
DRAWN BY: JTC	ADD	JWC	1813.19	1" = 40'	N/A	SBase

NO.	DATE	BY	REVISIONS
1	8/27/21	ADD	APPROVED FOR CONSTRUCTION

SCALE VERIFICATION

0 0.5 1

SOLID BAR IS EQUAL TO HALF AN INCH ON ORIGINAL DRAWING. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY.

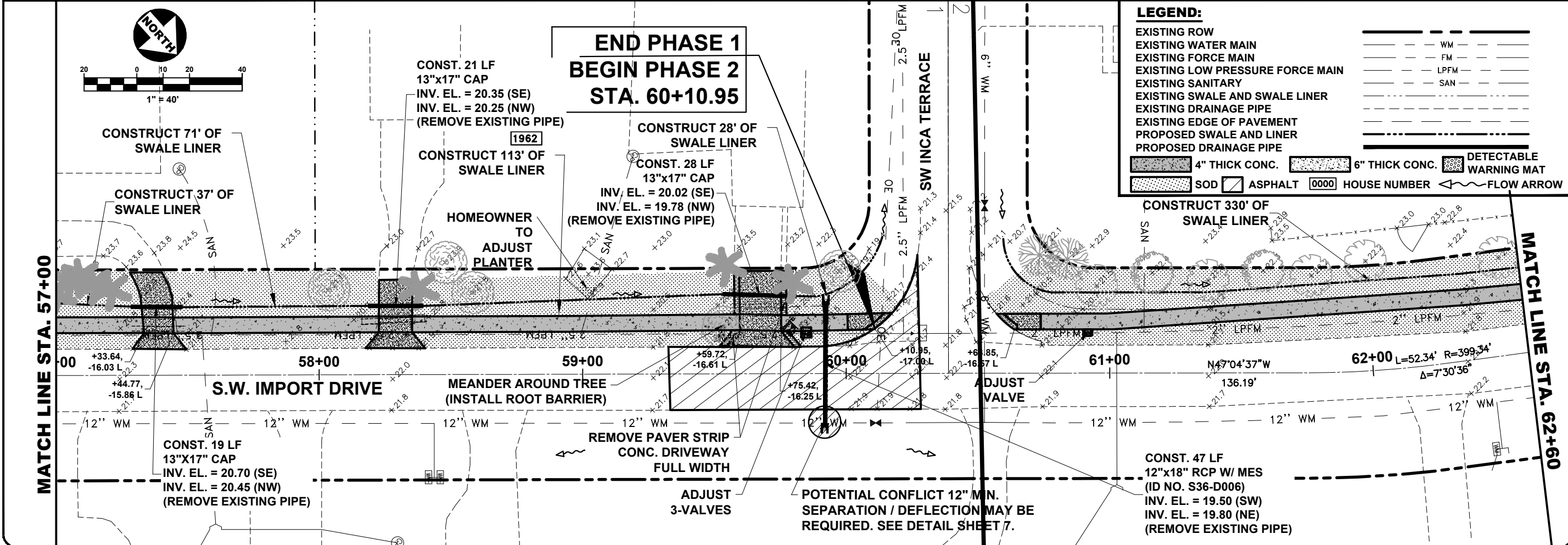
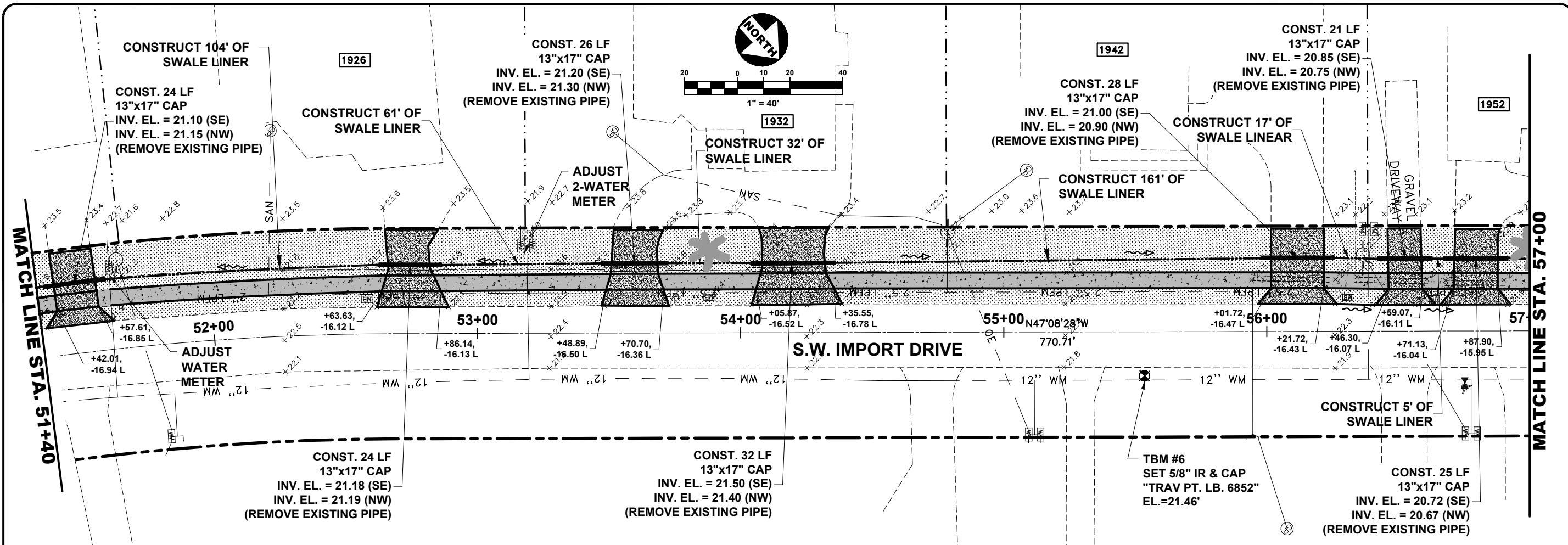
S.W. IMPORT DRIVE
SIDEWALK DESIGN (PHASE 1)
CITY OF PORT ST. LUCIE, FLORIDA

PLAN SHEET

Joseph W. Capra
301 NW Flagler Ave
Stuart, Florida 34994
P.E. No. 37638

Printed Date:

JOB No.: **1813.19**
SHEET
11 OF **46**



LEGEND:

- EXISTING ROW
- EXISTING WATER MAIN
- EXISTING FORCE MAIN
- EXISTING LOW PRESSURE FORCE MAIN
- EXISTING SANITARY
- EXISTING SWALE AND SWALE LINER
- EXISTING DRAINAGE PIPE
- EXISTING EDGE OF PAVEMENT
- EXISTING SWALE AND LINER
- PROPOSED SWALE AND LINER
- PROPOSED DRAINAGE PIPE
- 4" THICK CONC.
- 6" THICK CONC.
- DETECTABLE WARNING MAT
- SOD
- ASPHALT
- HOUSE NUMBER
- FLOW ARROW

CAPTEC
Engineering, Inc.
Civil Engineering Professionals

301 NW Flagler Ave
Stuart, Florida 34994
Phone: (772) 692-4344
Fax: (772) 692-4341

No. EB007057

DATE:	8/27/21
DRAWN BY:	JTC
DESIGNED BY:	ADD
CHECKED BY:	JWC
PROJECT NO.:	1813.19
HORIZ. SCALE:	1" = 40'
VERT. SCALE:	N/A
CADD FILE:	\$B496

NO.	DATE	BY	REVISIONS
1	8/27/21	ADD	APPROVED FOR CONSTRUCTION

SCALE VERIFICATION

0 0.5 1

SOLID BAR IS EQUAL TO HALF AN INCH ON ORIGINAL DRAWING. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY.

**S.W. IMPORT DRIVE
SIDEWALK DESIGN (PHASE 1)**

CITY OF PORT ST. LUCIE, FLORIDA

PLAN SHEET

Joseph W. Capra
301 NW Flagler Ave
Stuart, Florida 34994
P.E. No. 37638

Printed Date:

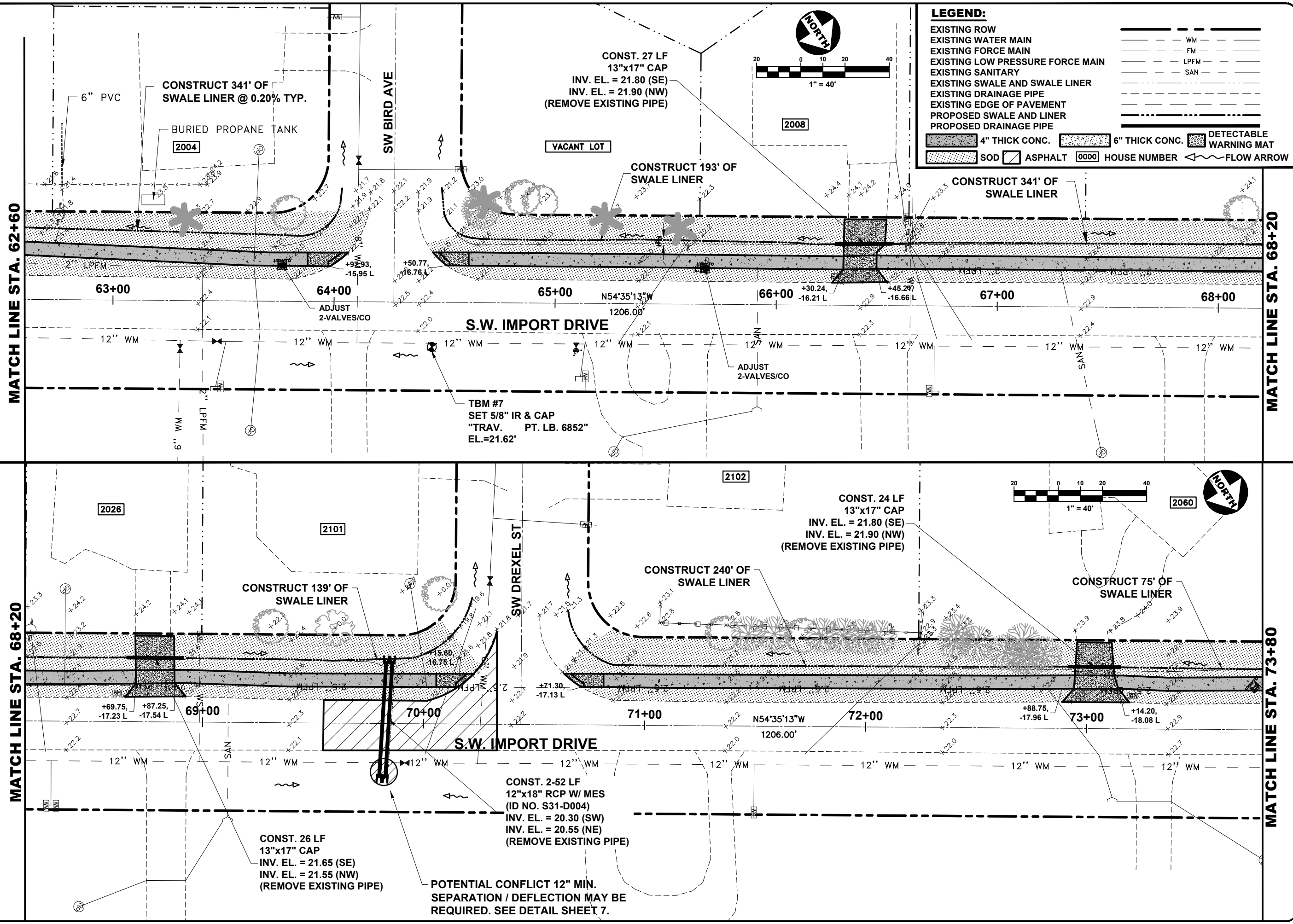
JOB No.: **1813.19**
SHEET
12 OF **46**

MATCH LINE STA. 62+60

MATCH LINE STA. 68+20

MATCH LINE STA. 68+20

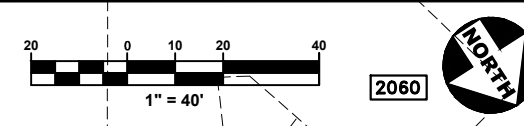
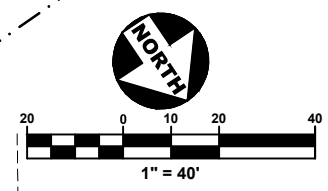
MATCH LINE STA. 73+80



LEGEND:

- EXISTING ROW
- EXISTING WATER MAIN
- EXISTING FORCE MAIN
- EXISTING LOW PRESSURE FORCE MAIN
- EXISTING SANITARY
- EXISTING SWALE AND SWALE LINER
- EXISTING DRAINAGE PIPE
- EXISTING EDGE OF PAVEMENT
- PROPOSED SWALE AND LINER
- PROPOSED DRAINAGE PIPE

4" THICK CONC. 6" THICK CONC. DETECTABLE WARNING MAT
 SOD ASPHALT 0000 HOUSE NUMBER FLOW ARROW



301 NW Flagler Ave
 Stuart, Florida 34994
 Phone: (772) 692-4344
 Fax: (772) 692-4341

CAPTEC
 Engineering, Inc.

Civil Engineering Professionals
 No. EB000767

DATE:	8/27/21
DRAWN BY:	JTC
DESIGNED BY:	ADD
CHECKED BY:	JWC
PROJECT NO.:	1813.19
HORIZ. SCALE:	1" = 40'
VERT. SCALE:	N/A
CADD FILE:	S849

NO.	DATE	BY	REVISIONS
1	8/27/21	ADD	APPROVED FOR CONSTRUCTION

SCALE VERIFICATION

0 0.5 1

SOLID BAR IS EQUAL TO HALF AN INCH ON ORIGINAL DRAWING. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY.

**S.W. IMPORT DRIVE
 SIDEWALK DESIGN (PHASE 2)**

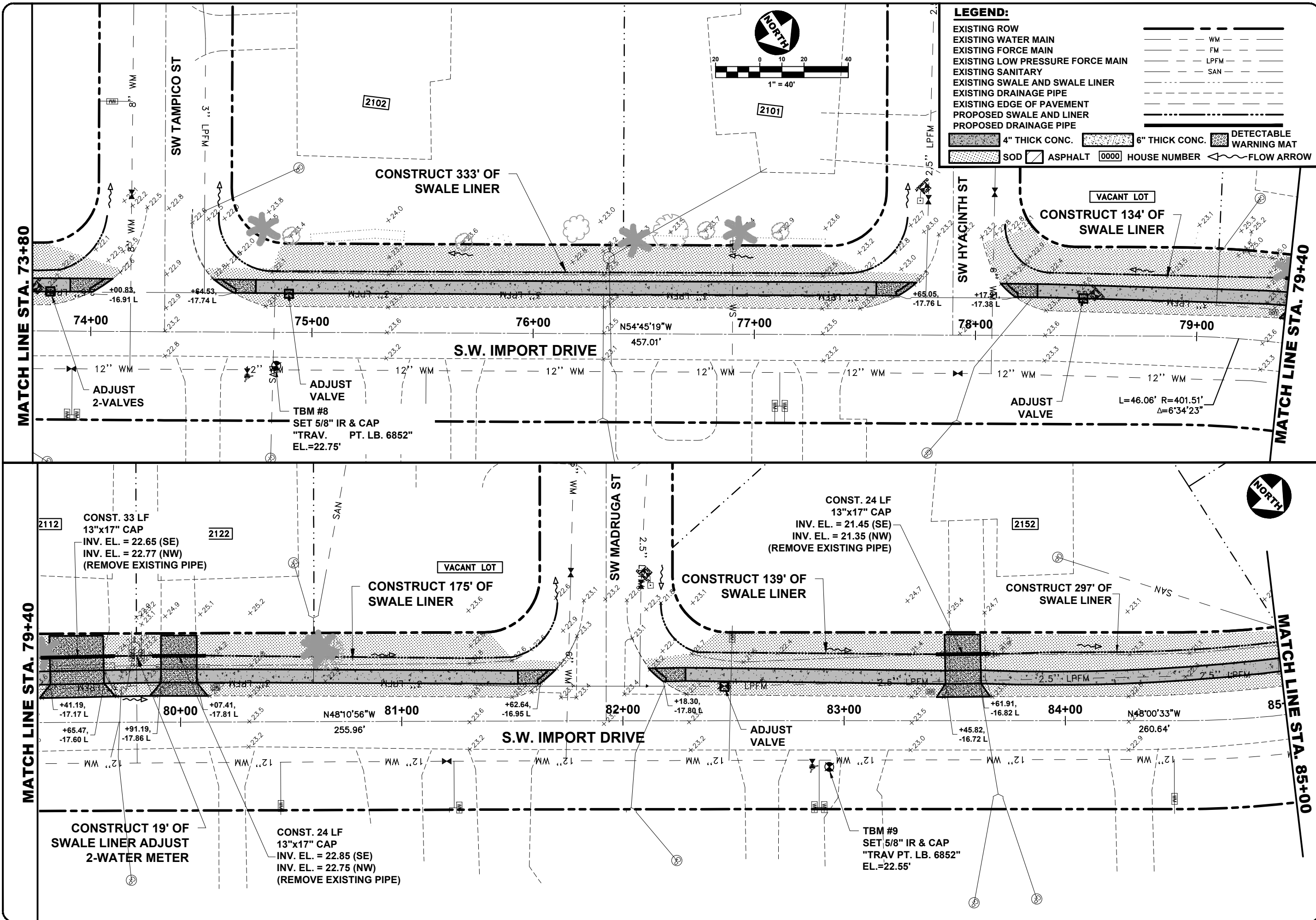
CITY OF PORT ST. LUCIE, FLORIDA

PLAN SHEET

Joseph W. Capra
 301 NW Flagler Ave
 Stuart, Florida 34994
 P.E. No. 37638

Printed Date:

JOB No.: **1813.19**
 SHEET
13 OF **46**



LEGEND:

- EXISTING ROW
- EXISTING WATER MAIN
- EXISTING FORCE MAIN
- EXISTING LOW PRESSURE FORCE MAIN
- EXISTING SANITARY
- EXISTING SWALE AND SWALE LINER
- EXISTING DRAINAGE PIPE
- EXISTING EDGE OF PAVEMENT
- PROPOSED SWALE AND LINER
- PROPOSED DRAINAGE PIPE

WM
 FM
 LPFM
 SAN

4" THICK CONC.
 6" THICK CONC.
 SOD
 ASPHALT
 HOUSE NUMBER
 DETECTABLE WARNING MAT
 FLOW ARROW

301 NW Flagler Ave
 Stuart, Florida 34994
 Phone: (772) 692-4344
 Fax: (772) 692-4341

CAPTEC
 Engineering, Inc.

Civil Engineering Professionals
 No. EB-007057

DATE: 8/27/21

DRAWN BY: JTC

DESIGNED BY: ADO

CHECKED BY: JWC

PROJECT NO.: 1813.19

HORIZ. SCALE: 1" = 40'

VERT. SCALE: N/A

CADD FILE: SBase

NO.	DATE	BY	REVISIONS
1	8/27/21	ADO	APPROVED FOR CONSTRUCTION

SCALE VERIFICATION

0 0.5 1

SOLID BAR IS EQUAL TO HALF AN INCH ON ORIGINAL DRAWING. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY.

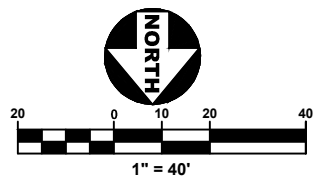
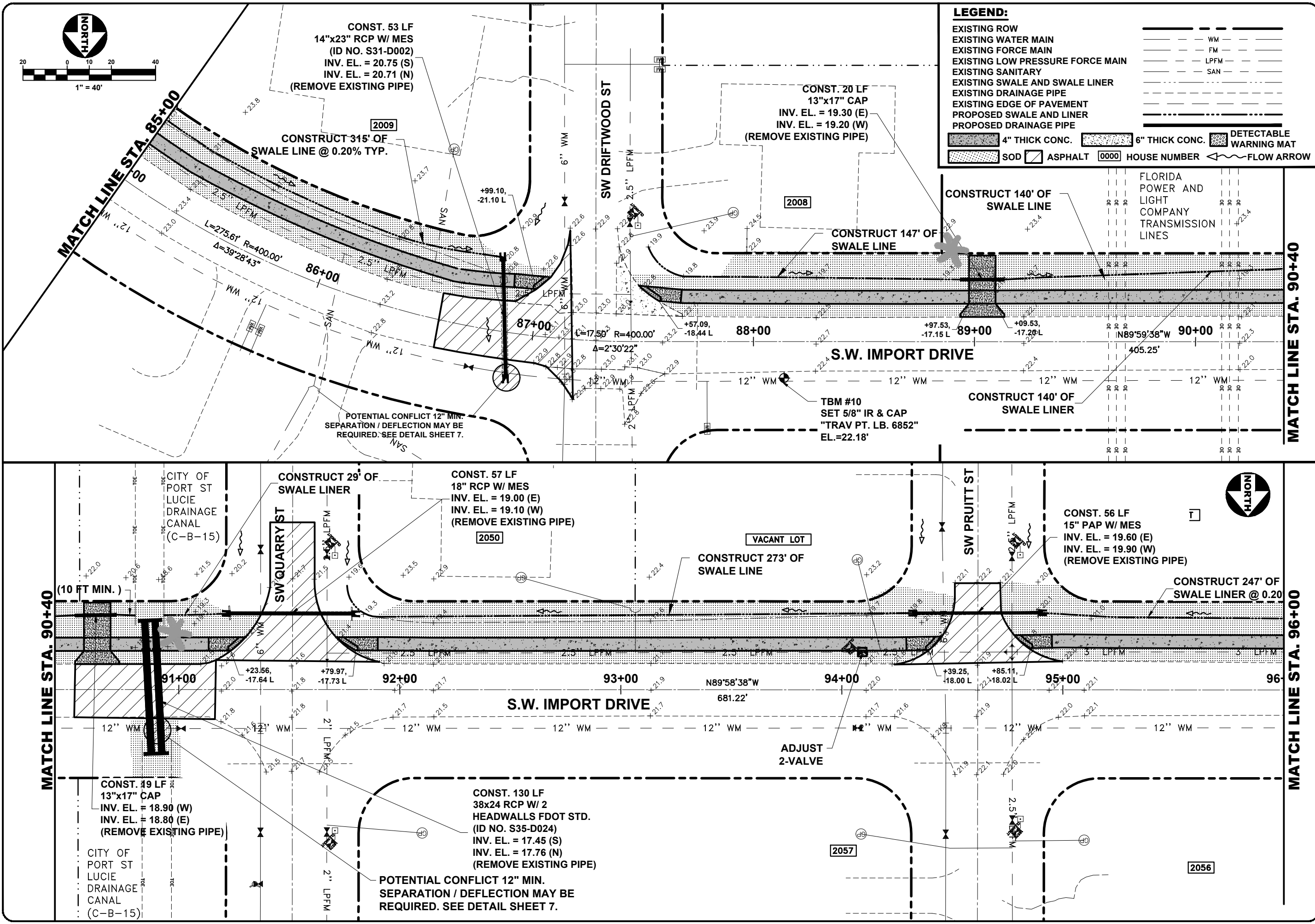
S.W. IMPORT DRIVE
SIDEWALK DESIGN (PHASE 2)
 CITY OF PORT ST. LUCIE, FLORIDA

PLAN SHEET

Joseph W. Capra
 301 NW Flagler Ave
 Stuart, Florida 34994
 P.E. No. 37638

Printed Date:

JOB No.: 1813.19
 SHEET
 14 OF 46



LEGEND:

- EXISTING ROW
- EXISTING WATER MAIN (WM)
- EXISTING FORCE MAIN (FM)
- EXISTING LOW PRESSURE FORCE MAIN (LPFM)
- EXISTING SANITARY (SAN)
- EXISTING SWALE AND SWALE LINER
- EXISTING DRAINAGE PIPE
- EXISTING EDGE OF PAVEMENT
- PROPOSED SWALE AND LINER
- PROPOSED DRAINAGE PIPE
- 4" THICK CONC.
- 6" THICK CONC.
- DETECTABLE WARNING MAT
- SOD
- ASPHALT
- HOUSE NUMBER
- FLOW ARROW

301 NW Flagler Ave
Stuart, Florida 34994
Phone: (772) 692-4444
Fax: (772) 692-4341

Engineering Professionals
Civil Engineering Professionals

DATE:	8/27/21
DRAWN BY:	JTC
DESIGNED BY:	ADD
CHECKED BY:	JWC
PROJECT NO.:	1813.19
HORIZ. SCALE:	1" = 40'
VERT. SCALE:	N/A
CADD FILE:	SBase

NO.	DATE	BY	REVISIONS
1	8/27/21	ADD	APPROVED FOR CONSTRUCTION

SCALE VERIFICATION

0 0.5 1

SOLID BAR IS EQUAL TO HALF AN INCH ON ORIGINAL DRAWING. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY.

**S.W. IMPORT DRIVE
SIDEWALK DESIGN (PHASE 2)**

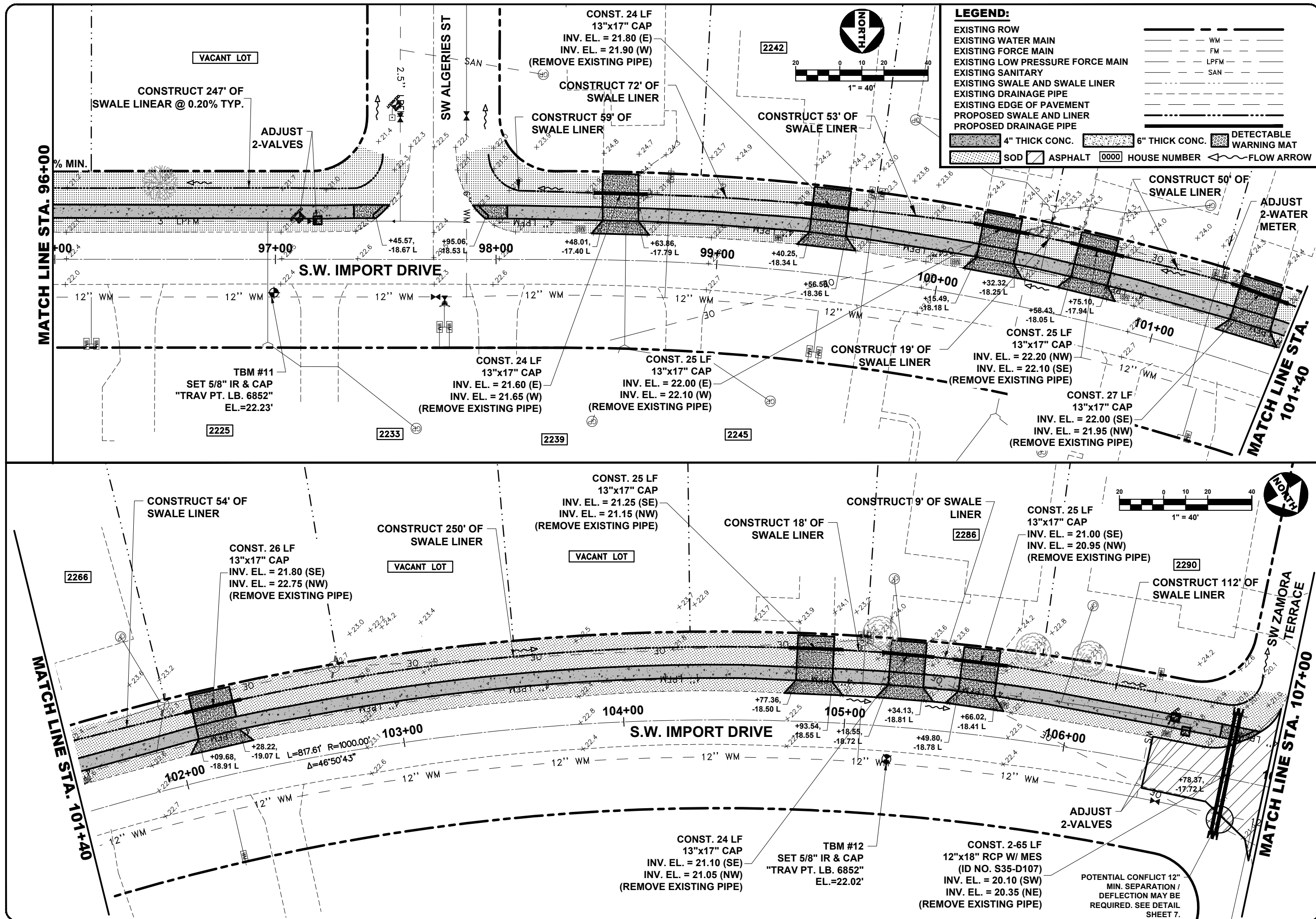
CITY OF PORT ST. LUCIE, FLORIDA

PLAN SHEET

Joseph W. Capra
301 NW Flagler Ave
Stuart, Florida 34994
P.E. No. 37638

Printed Date:

JOB No.: **1813.19**
SHEET
15 OF **46**



CAPTEC Engineering, Inc.
 Civil Engineering Professionals
 301 NW Flagler Ave
 Stuart, Florida 34994
 Phone: (772) 686-4444
 Fax: (772) 686-4341
 No. EB0007657

DATE: 8/27/21
DRAWN BY: JTC
DESIGNED BY: ADO
CHECKED BY: JWC
PROJECT NO.: 1813.19
HORIZ. SCALE: 1"=40'
VERT. SCALE: 1"=40'
CADD FILE: SBase

NO.	DATE	BY	REVISIONS
1	8/27/21	ADO	APPROVED FOR CONSTRUCTION

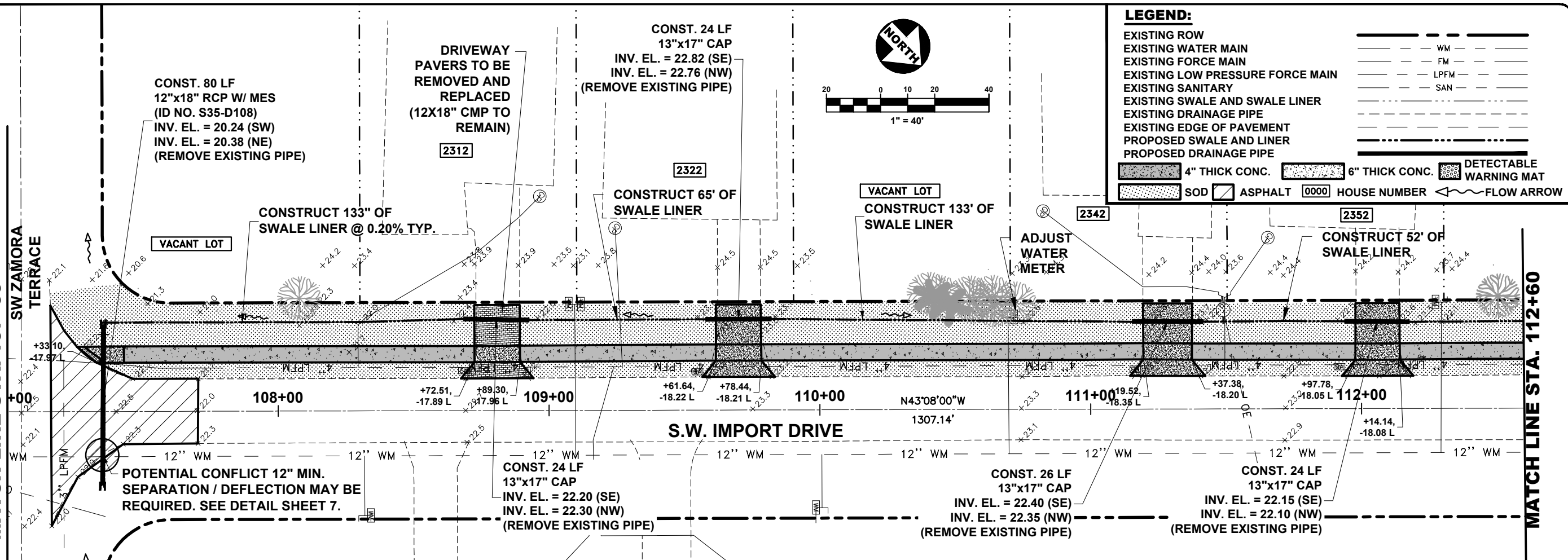
SCALE VERIFICATION
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 1" = 40'
 SOLID BAR IS EQUAL TO HALF AN INCH ON ORIGINAL DRAWING. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY.

S.W. IMPORT DRIVE (PHASE 2)
 CITY OF PORT ST. LUCIE, FLORIDA

Joseph W. Capra
 301 NW Flagler Ave
 Stuart, Florida 34994
 P.E. No. 37638

Printed Date:
 JOB No.: 1813.19
 SHEET
 16 OF 46

MATCH LINE STA. 107+00

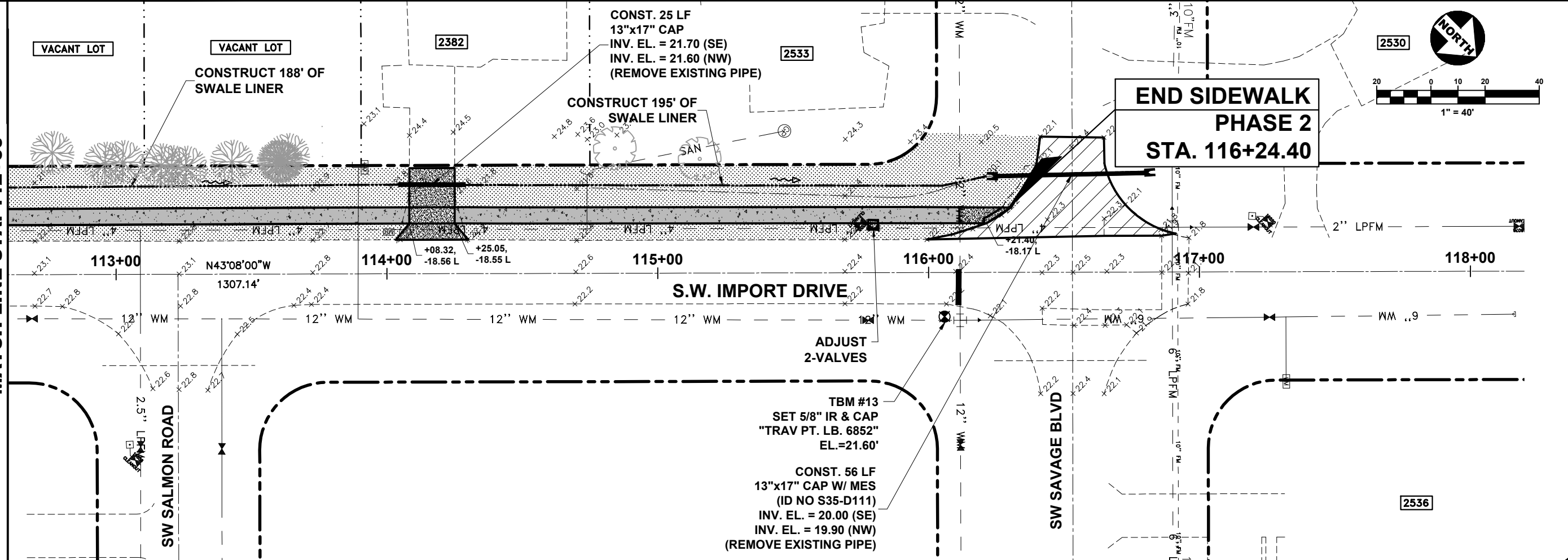


LEGEND:

- EXISTING ROW
- EXISTING WATER MAIN
- EXISTING FORCE MAIN
- EXISTING LOW PRESSURE FORCE MAIN
- EXISTING SANITARY
- EXISTING SWALE AND SWALE LINER
- EXISTING DRAINAGE PIPE
- EXISTING EDGE OF PAVEMENT
- PROPOSED SWALE AND LINER
- PROPOSED DRAINAGE PIPE

4" THICK CONC. 6" THICK CONC. DETECTABLE WARNING MAT
 SOD ASPHALT HOUSE NUMBER FLOW ARROW

MATCH LINE STA. 112+60



301 NW Flagler Ave
Stuart, Florida 34994
Phone: (772) 682-4444
Fax: (772) 682-4341

CAPTEC
Engineering, Inc.

Civil Engineering Professionals
No. EB000767

DATE:	8/27/21
DRAWN BY:	JTC
DESIGNED BY:	ADD
CHECKED BY:	JWC
PROJECT NO.:	1813.19
HORIZ. SCALE:	1" = 40'
VERT. SCALE:	N/A
CADD FILE:	SBase

NO.	DATE	BY	REVISIONS
1	8/27/21	ADD	APPROVED FOR CONSTRUCTION

SCALE VERIFICATION

0 10 20 30 40

SOLID BAR IS EQUAL TO HALF AN INCH ON ORIGINAL DRAWING. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY.

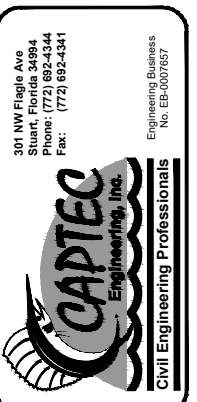
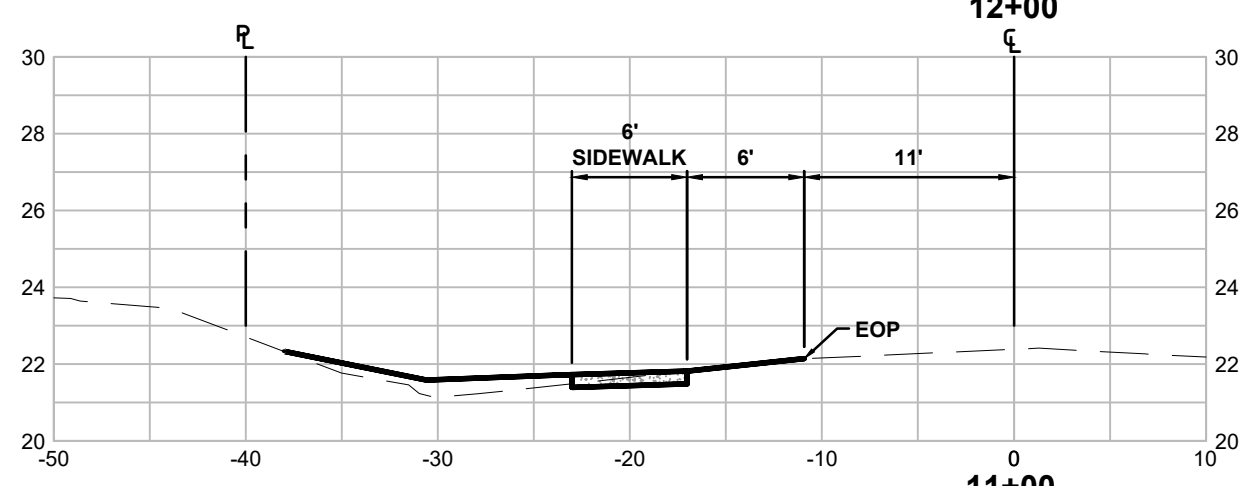
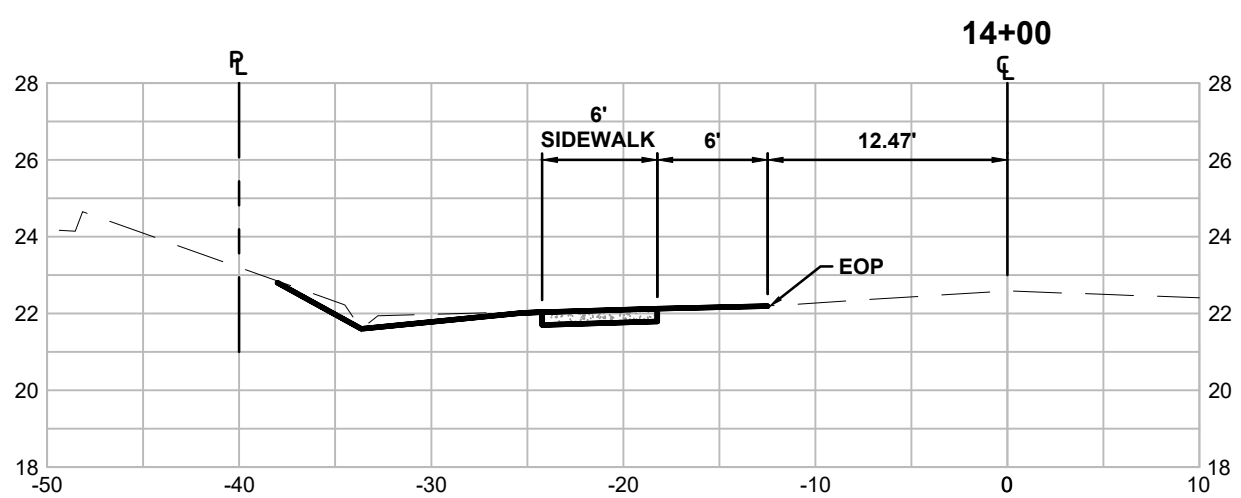
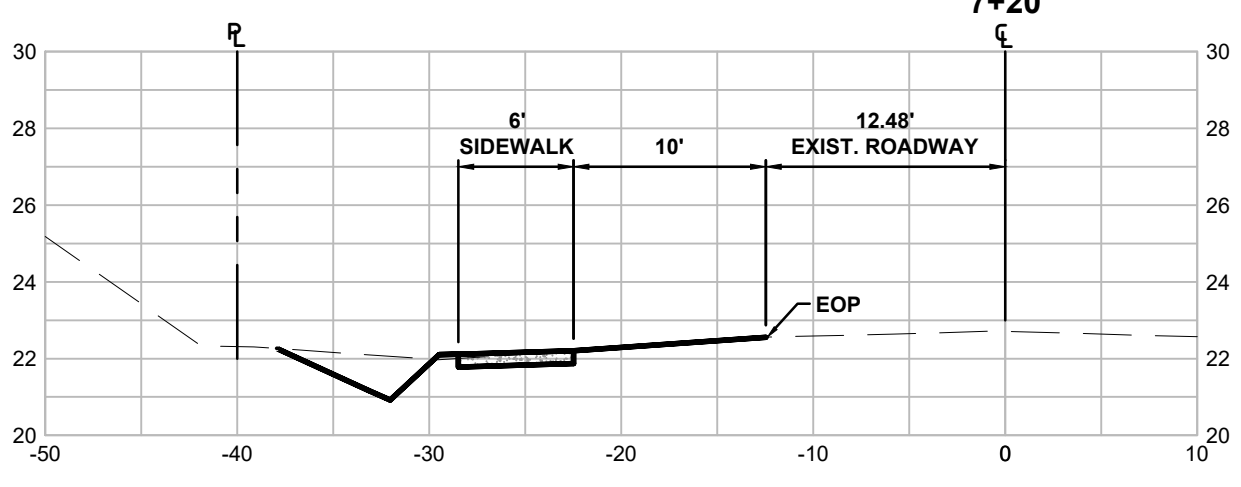
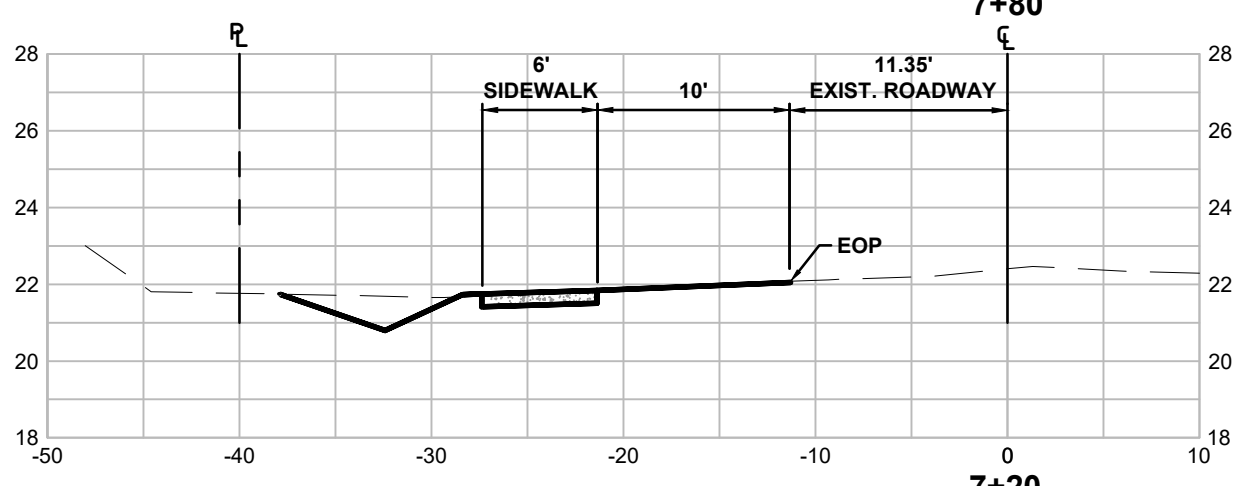
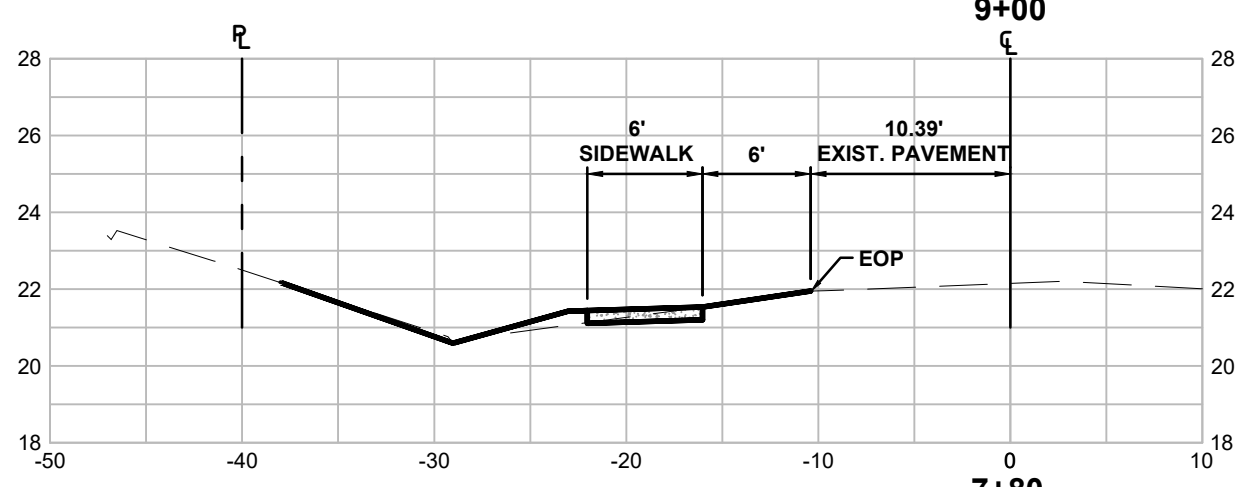
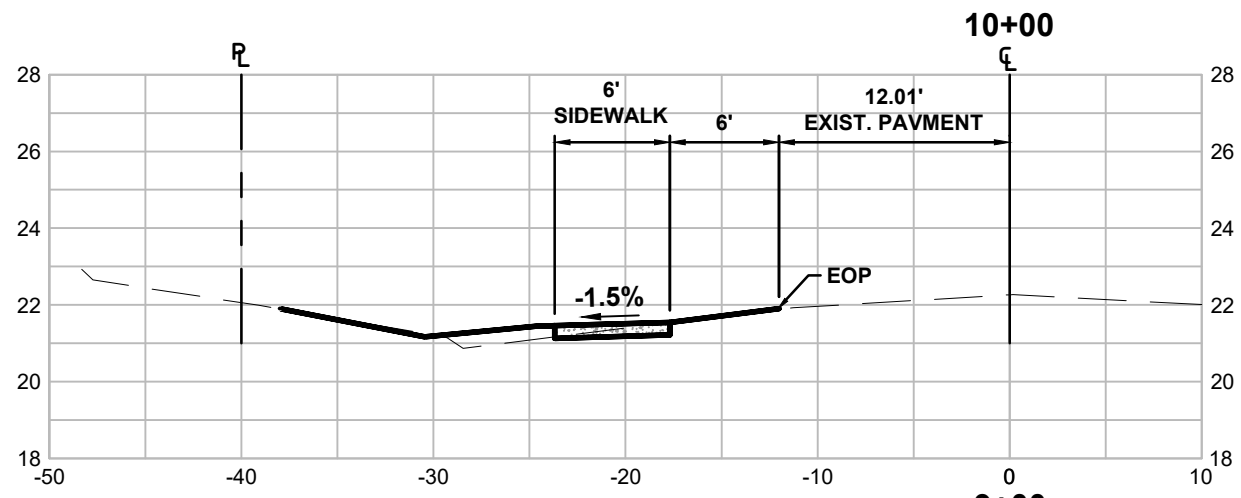
S.W. IMPORT DRIVE SIDEWALK DESIGN (PHASE 2)
CITY OF PORT ST. LUCIE, FLORIDA

PLAN SHEET

Joseph W. Capra
301 NW Flagler Ave
Stuart, Florida 34994
P.E. No. 37638

Printed Date:

JOB No.: **1813.19**
SHEET
17 OF **46**



DATE:	8/27/21
DRAWN BY:	MDR
DESIGNED BY:	ADO
CHECKED BY:	JWC
PROJECT NO.:	1813.19
HORIZ. SCALE:	1" = 20'
VERT. SCALE:	1" = 10'
CADD FILE:	\$Sections

NO.	DATE	BY	REVISIONS
1	8/27/21	ADO	APPROVED FOR CONSTRUCTION

SCALE VERIFICATION

0 0.5

SOLID BAR IS EQUAL TO HALF AN INCH ON ORIGINAL DRAWING. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

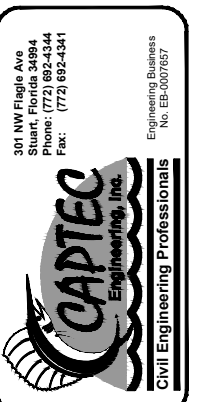
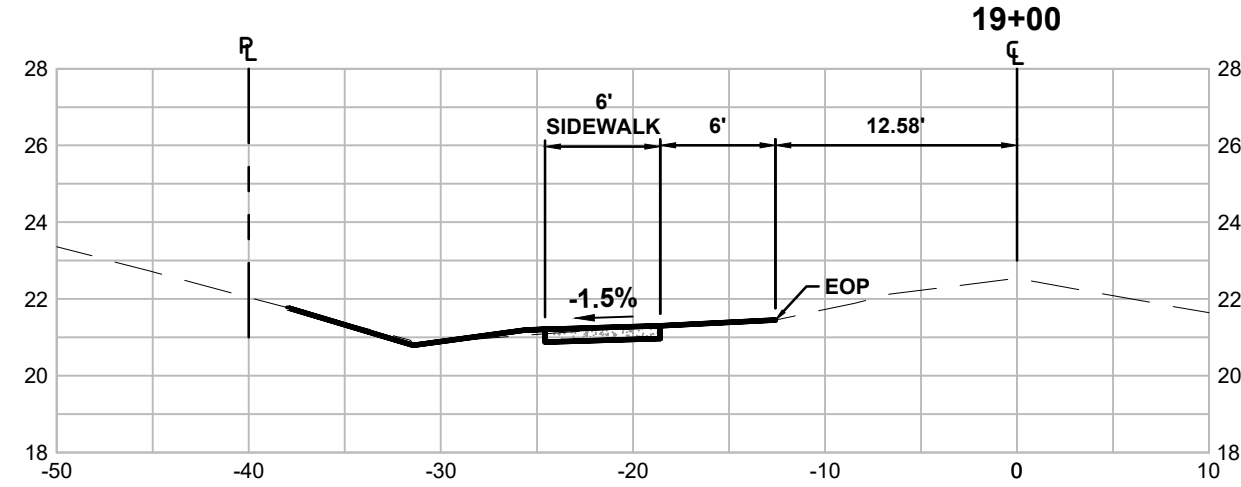
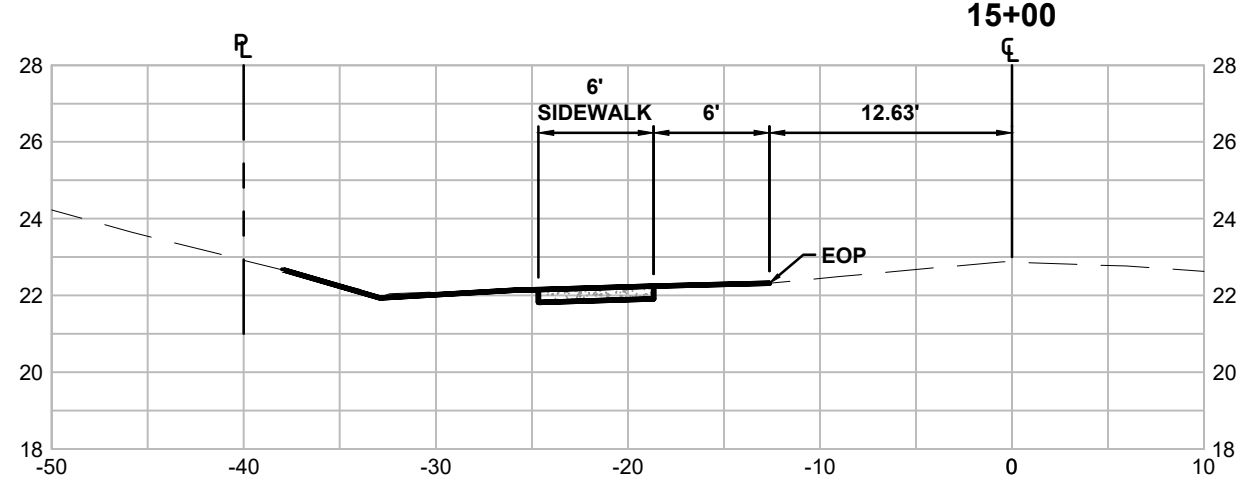
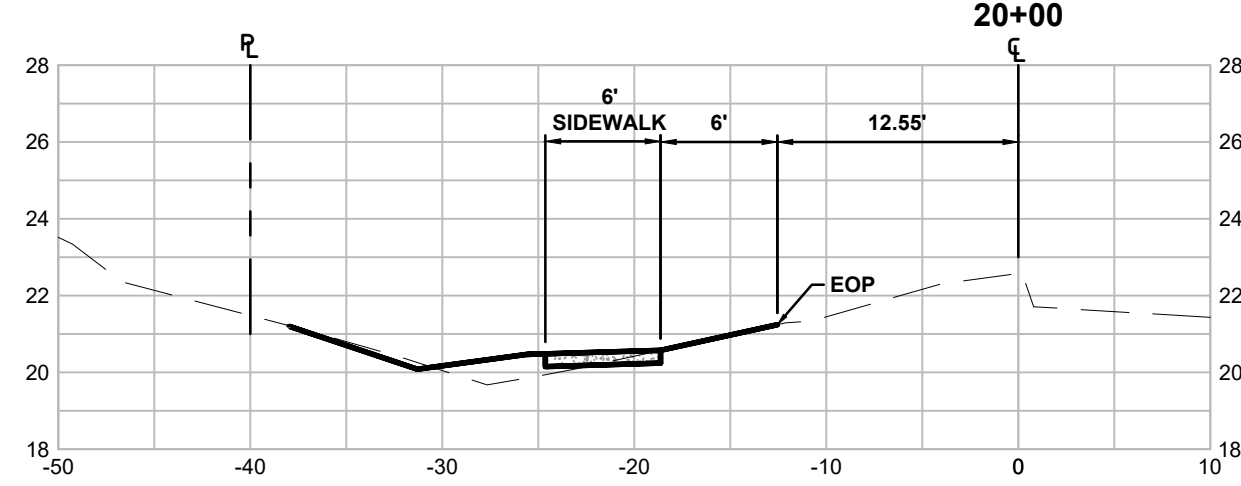
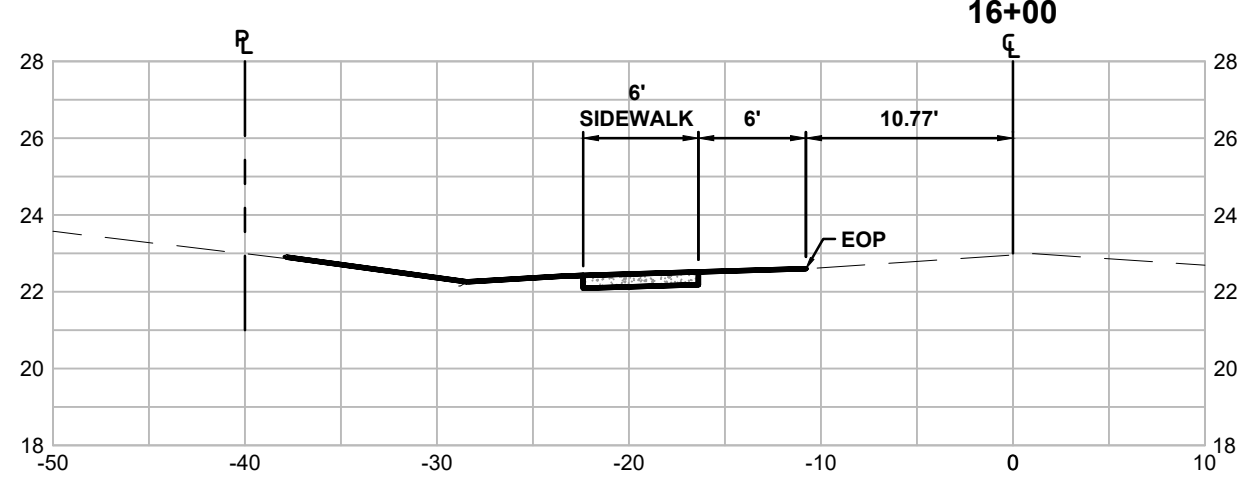
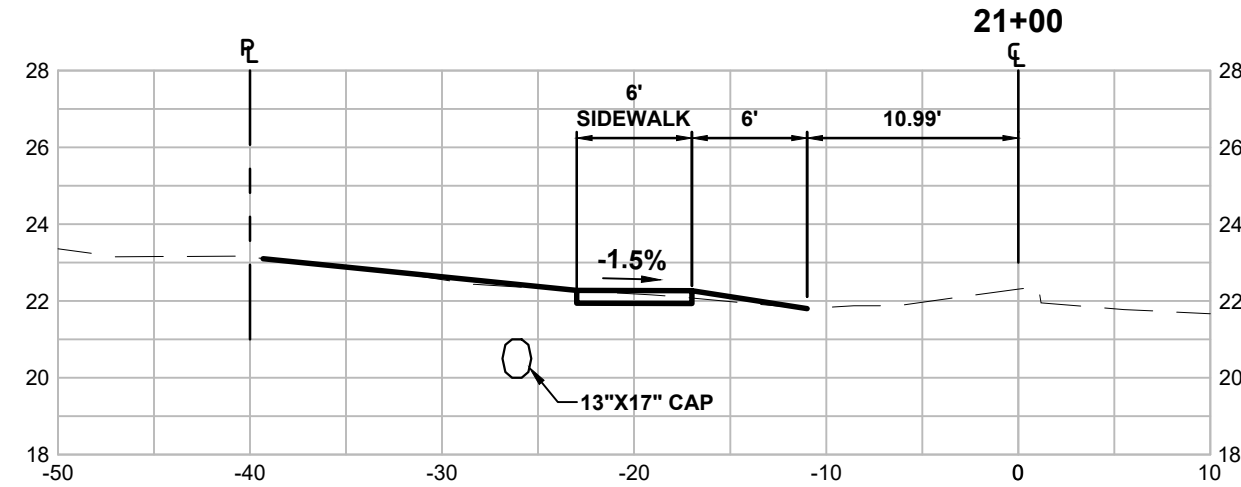
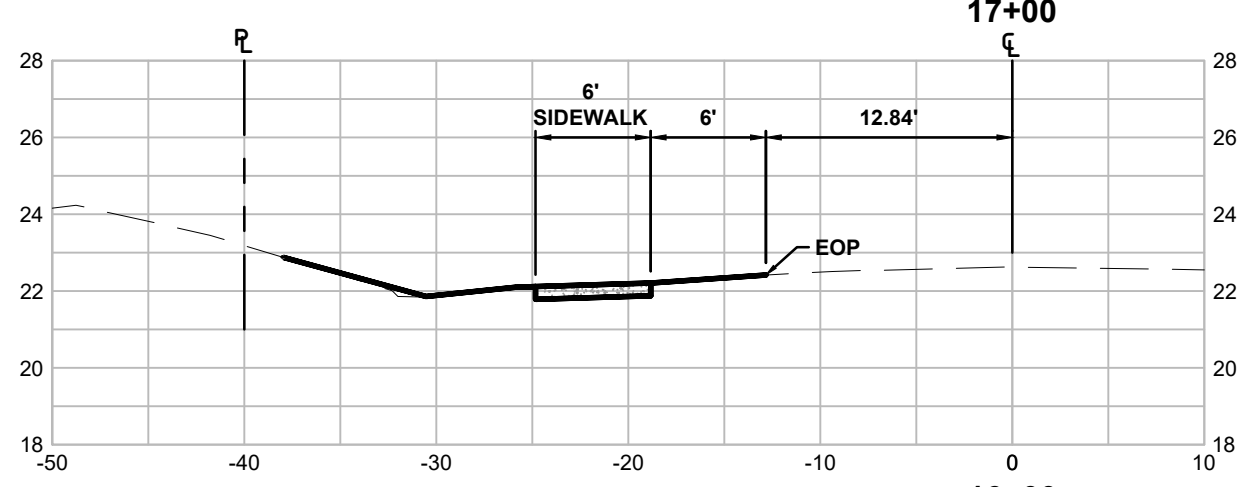
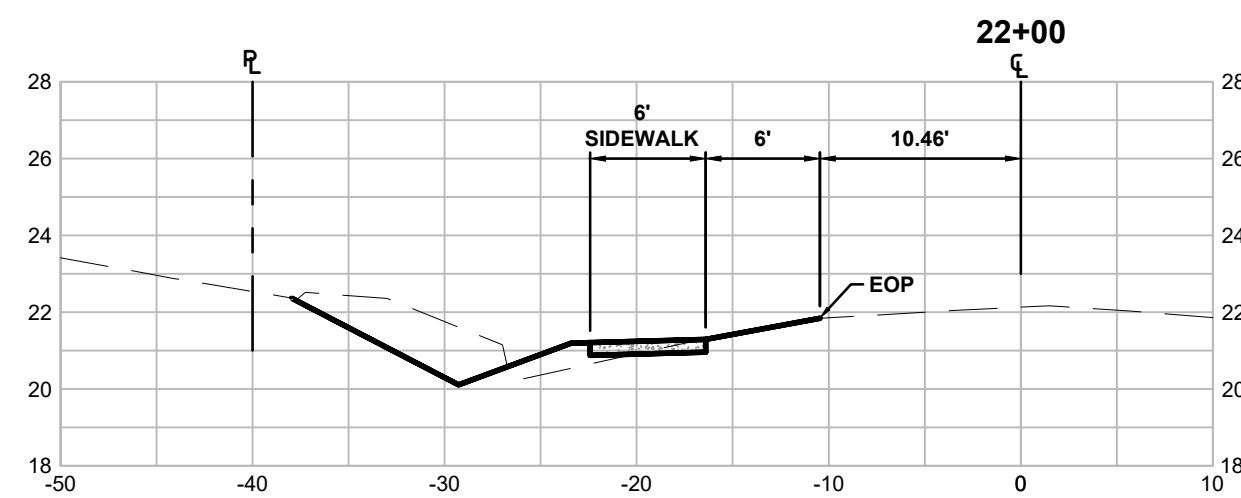
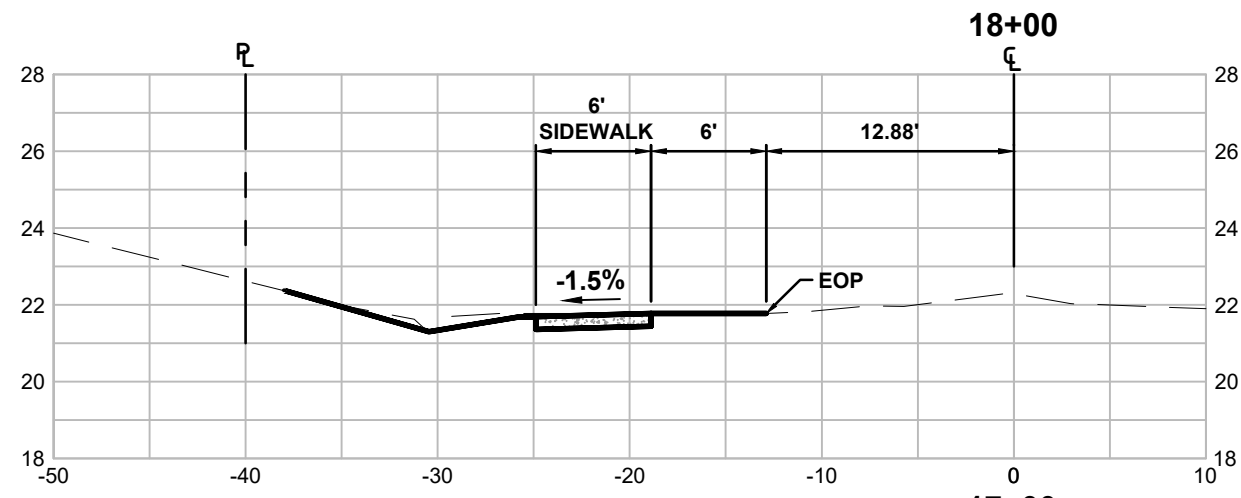
**S.W. IMPORT DRIVE
SIDEWALK DESIGN (PHASE 1)**
CITY OF PORT ST. LUCIE, FLORIDA

CROSS SECTIONS

Joseph W. Capra
301 NW Flagler Ave
Stuart, Florida 34994
P.E. No. 37638

Printed Date:

JOB No.: **1813.19**
SHEET
18 OF **46**



DATE:	8/27/21
DRAWN BY:	MDR
DESIGNED BY:	ADD
CHECKED BY:	JWC
PROJECT NO.:	1813.19
HORIZ. SCALE:	1" = 10'
VERT. SCALE:	1" = 10'
CADD FILE:	\$Sections

NO.	DATE	BY	REVISIONS
1	8/27/21	ADD	APPROVED FOR CONSTRUCTION

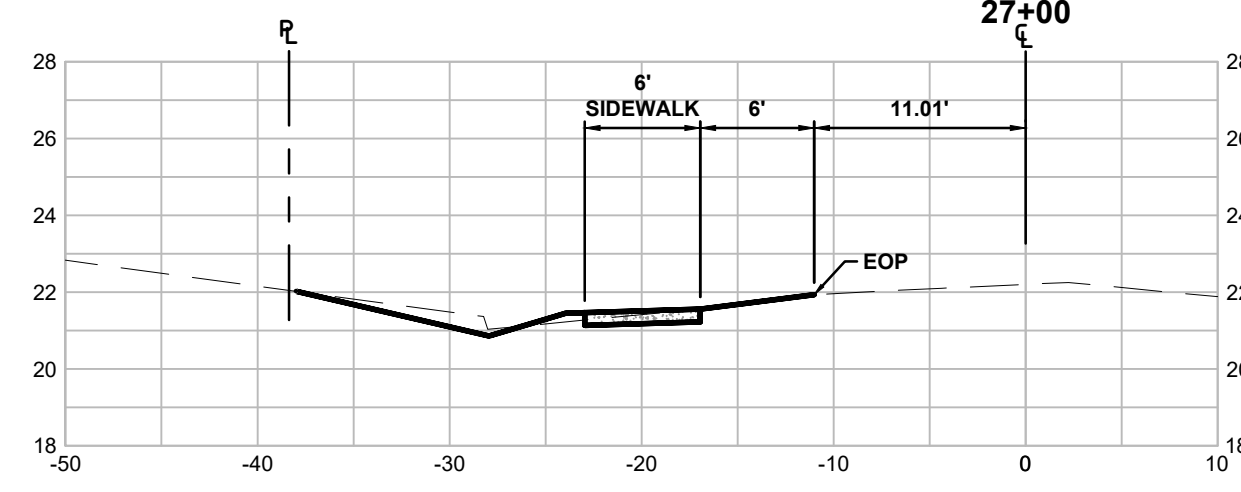
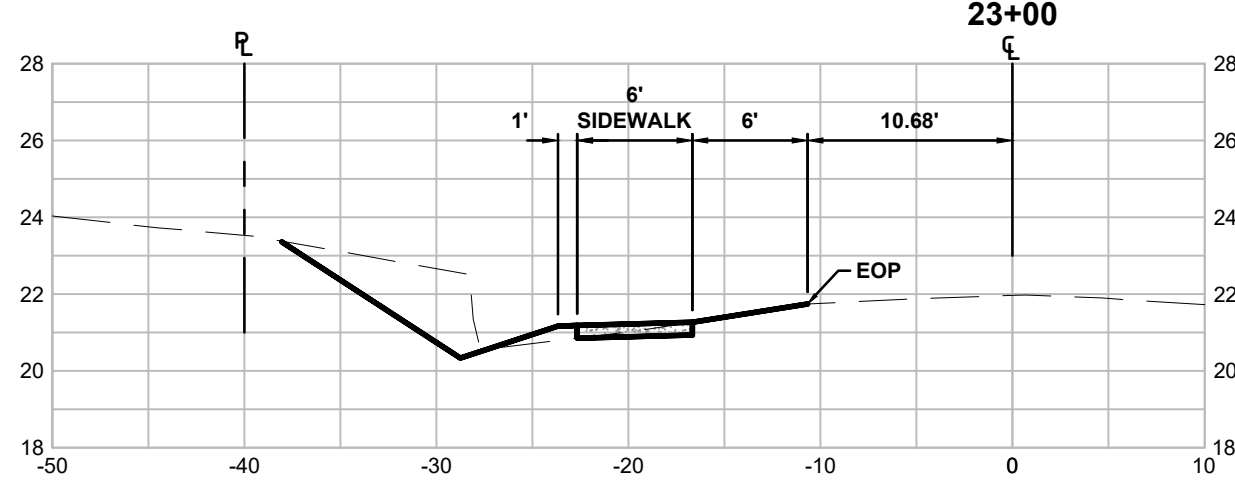
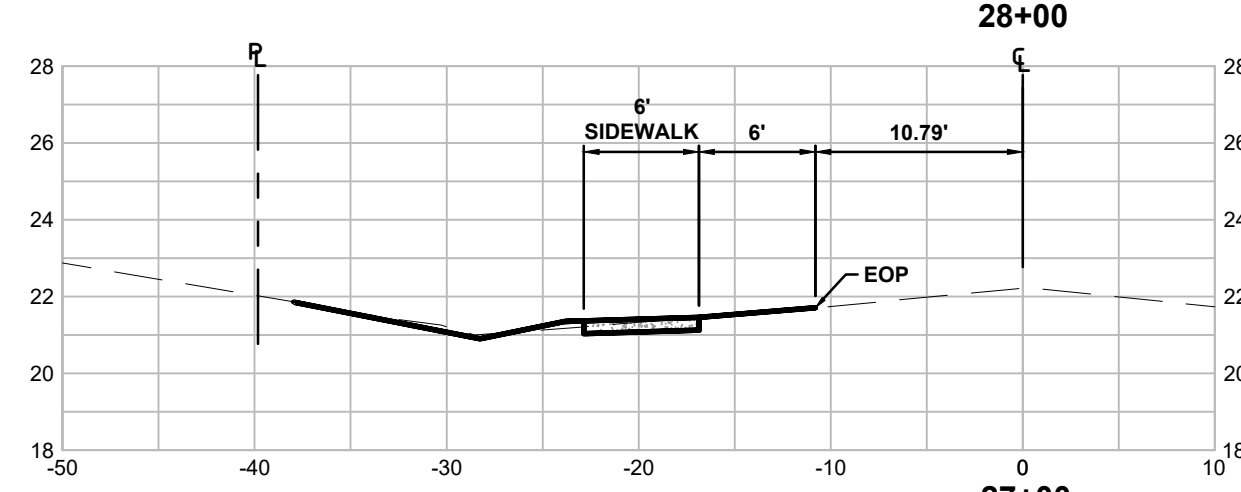
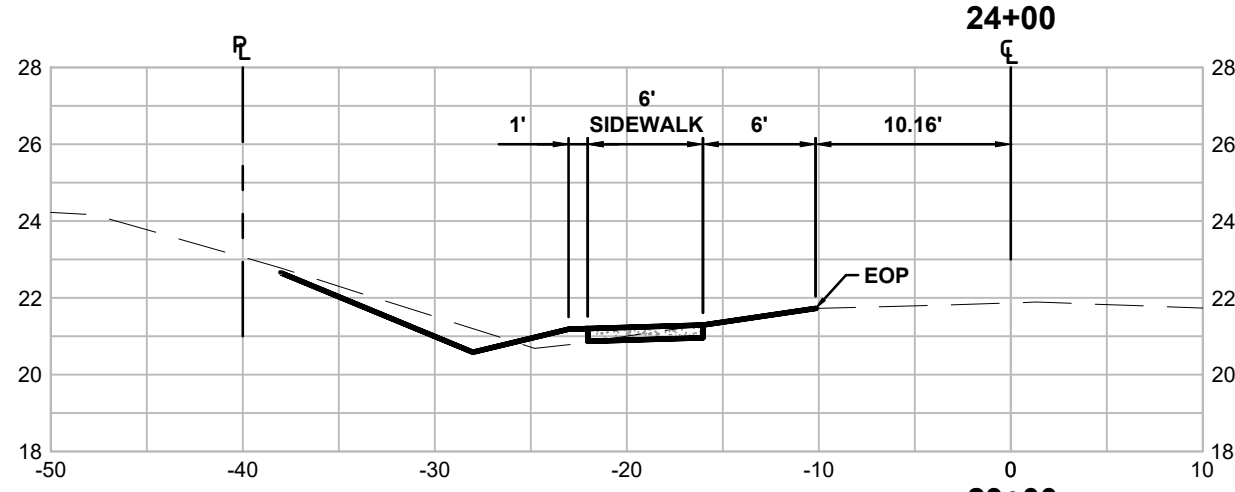
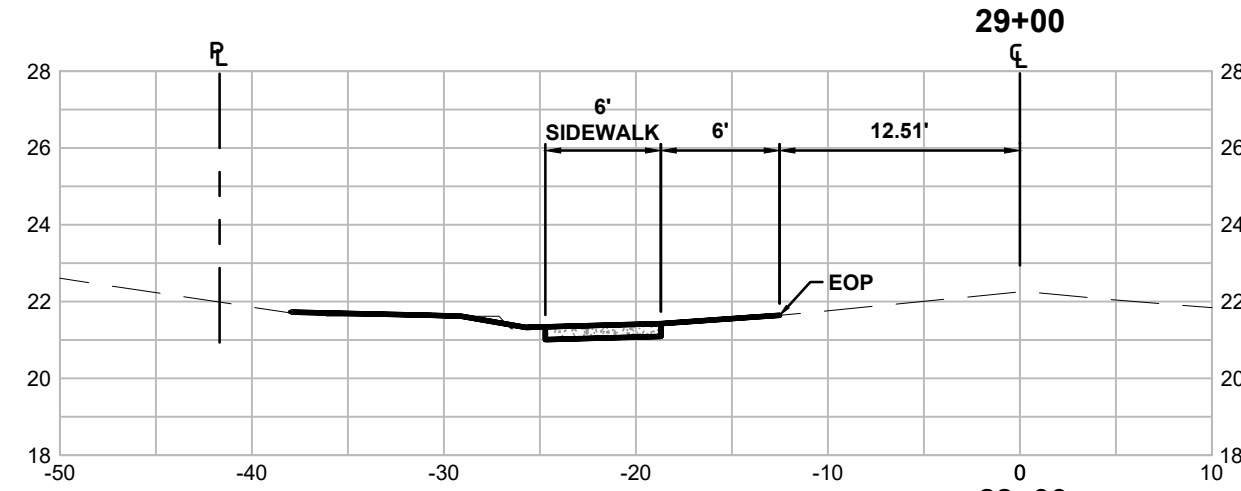
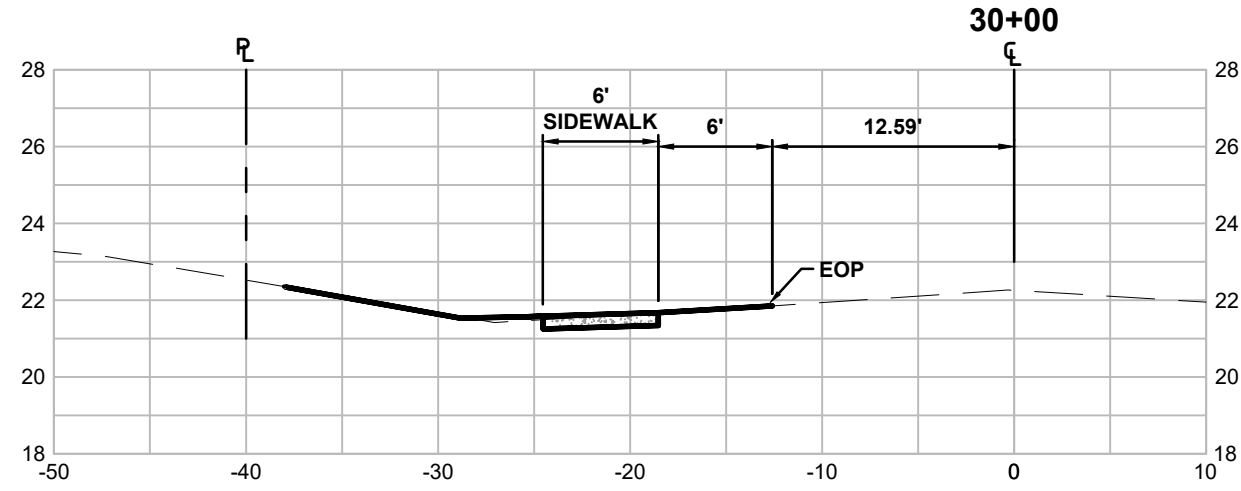
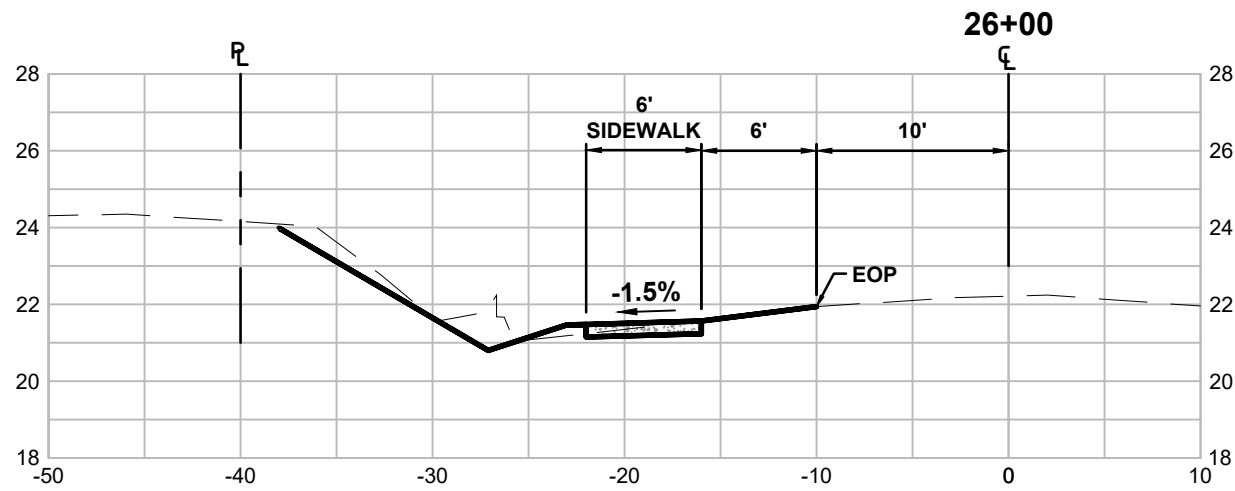
SCALE VERIFICATION
 0 0.5
 SOLID BAR IS EQUAL TO HALF AN INCH ON ORIGINAL DRAWING. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY.

**S.W. IMPORT DRIVE
 SIDEWALK DESIGN (PHASE 1)**
 CITY OF PORT ST. LUCIE, FLORIDA
CROSS SECTIONS

Joseph W. Capra
 301 NW Flagler Ave
 Stuart, Florida 34994
 P.E. No. 37638

Printed Date:

JOB No.: **1813.19**
 SHEET
19 OF **46**



DATE:	8/27/21
DRAWN BY:	MDR
DESIGNED BY:	ADD
CHECKED BY:	JWC
PROJECT NO.:	1813.19
HORIZ. SCALE:	1" = 10'
VERT. SCALE:	1" = 10'
CADD FILE:	\$Sections

NO.	DATE	BY	REVISIONS
1	7/28/21	ADD	APPROVED FOR CONSTRUCTION

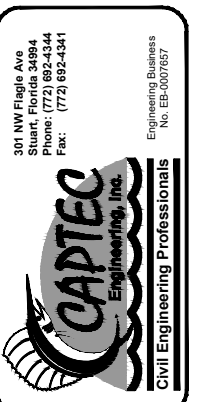
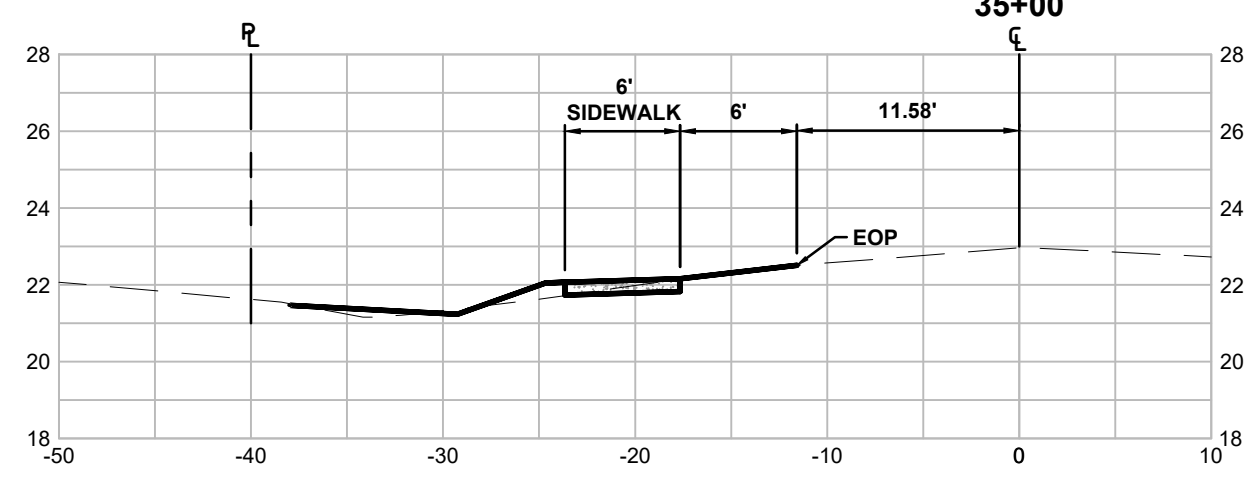
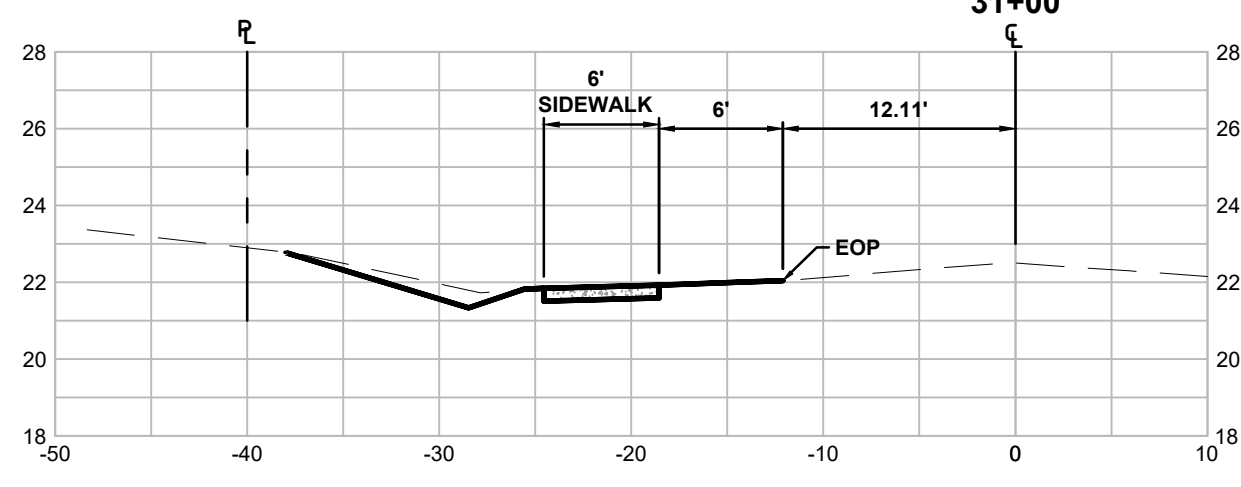
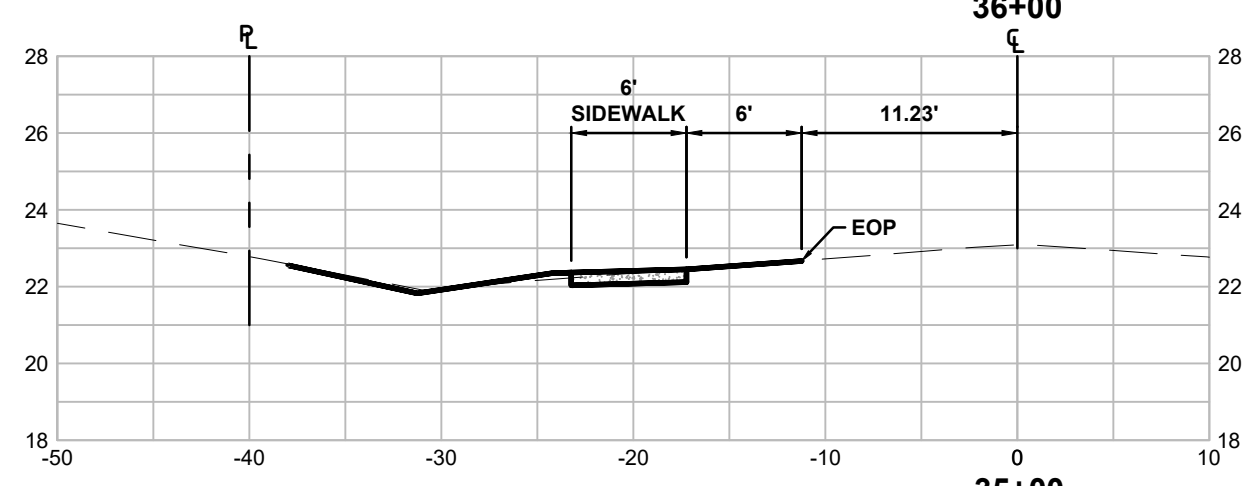
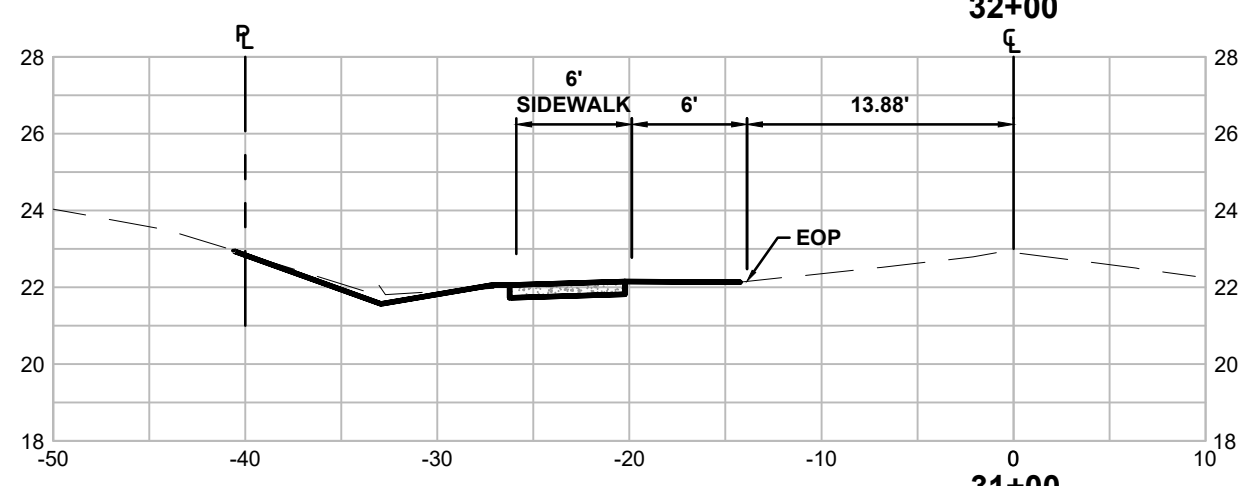
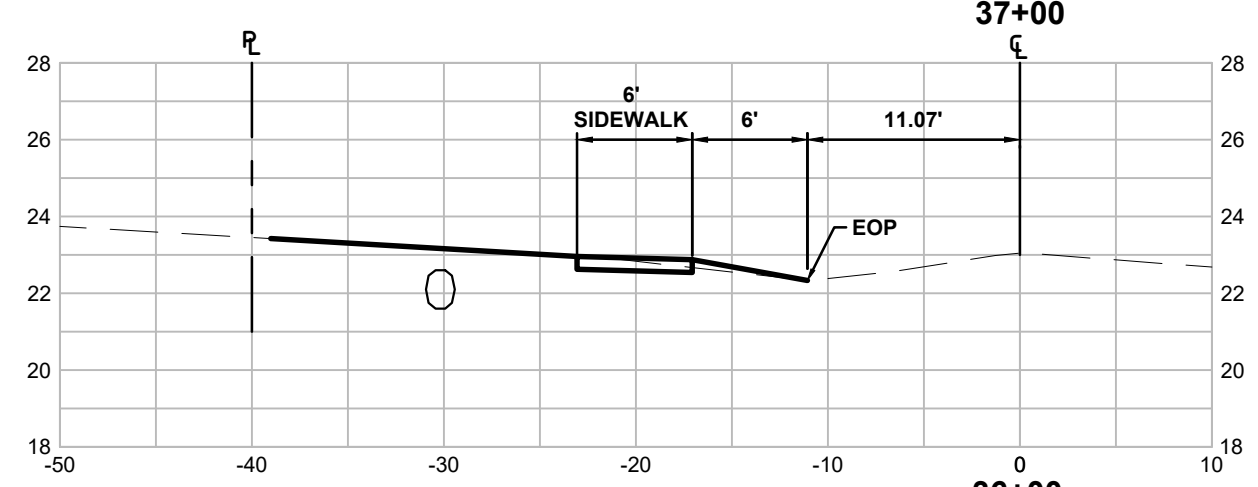
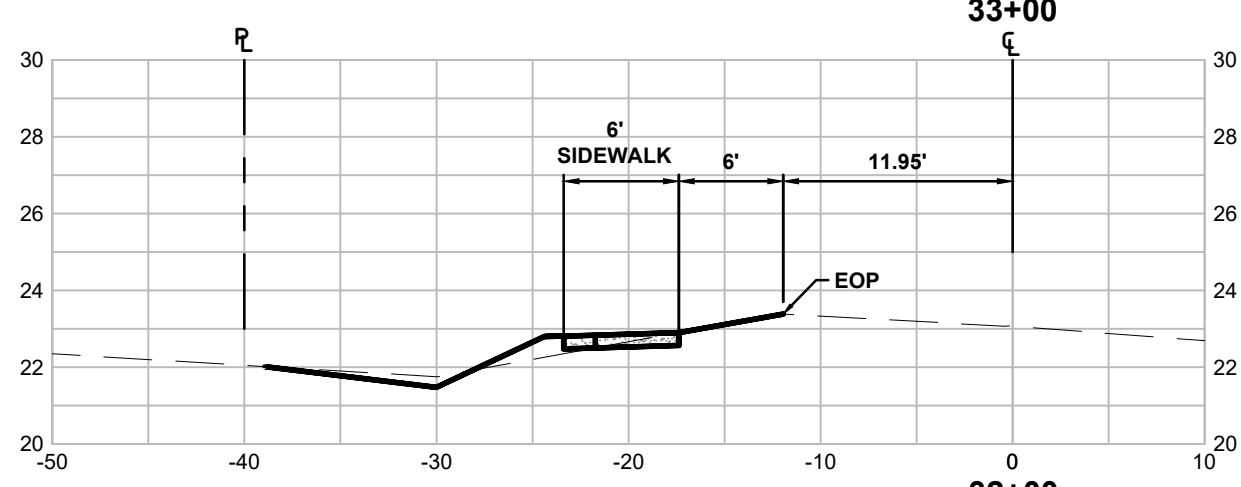
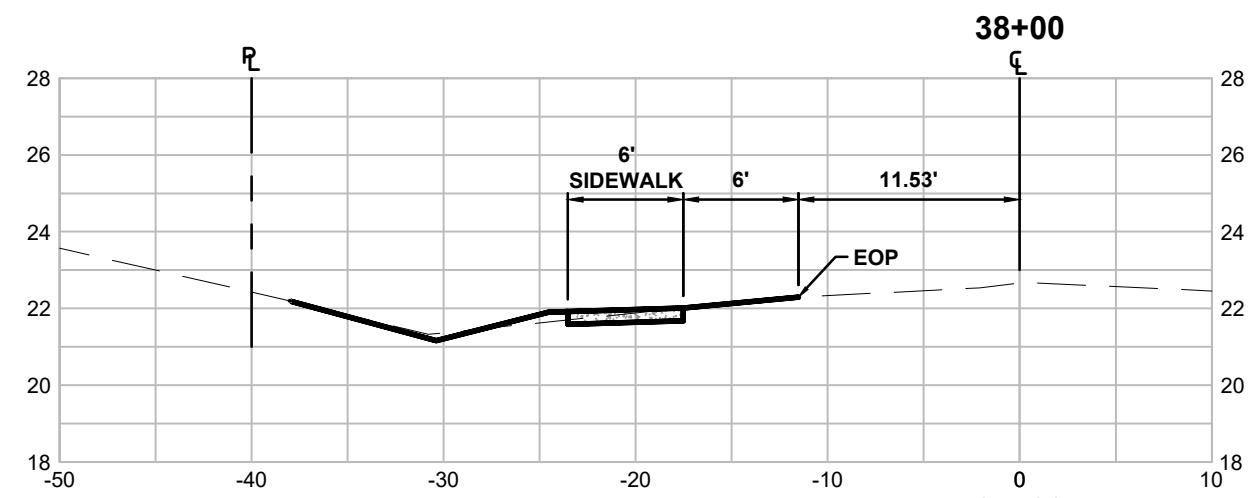
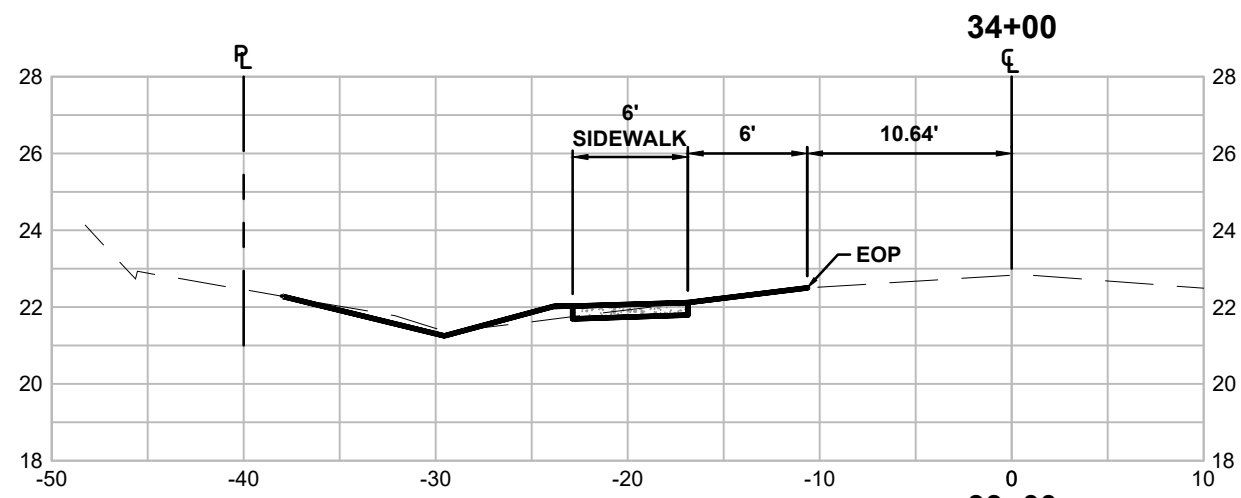
SCALE VERIFICATION
 0 0.5
 SOLID BAR IS EQUAL TO HALF AN INCH ON ORIGINAL DRAWING. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY.

**S.W. IMPORT DRIVE
 SIDEWALK DESIGN (PHASE 1)**
 CITY OF PORT ST. LUCIE, FLORIDA
CROSS SECTIONS

Joseph W. Capra
 301 NW Flagler Ave
 Stuart, Florida 34994
 P.E. No. 37638

Printed Date:

JOB No.: **1813.19**
 SHEET
20 OF **46**



DATE:	8/27/21
DRAWN BY:	MDR
DESIGNED BY:	ADD
CHECKED BY:	JWC
PROJECT NO.:	1813.19
HORIZ. SCALE:	1" = 10'
VERT. SCALE:	1" = 2'
CADD FILE:	\$Sections

NO.	DATE	BY	REVISIONS
1	7/28/21	ADD	APPROVED FOR CONSTRUCTION

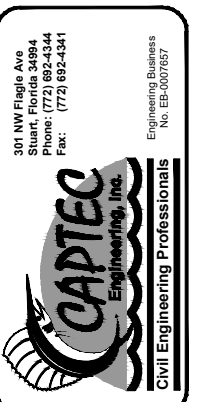
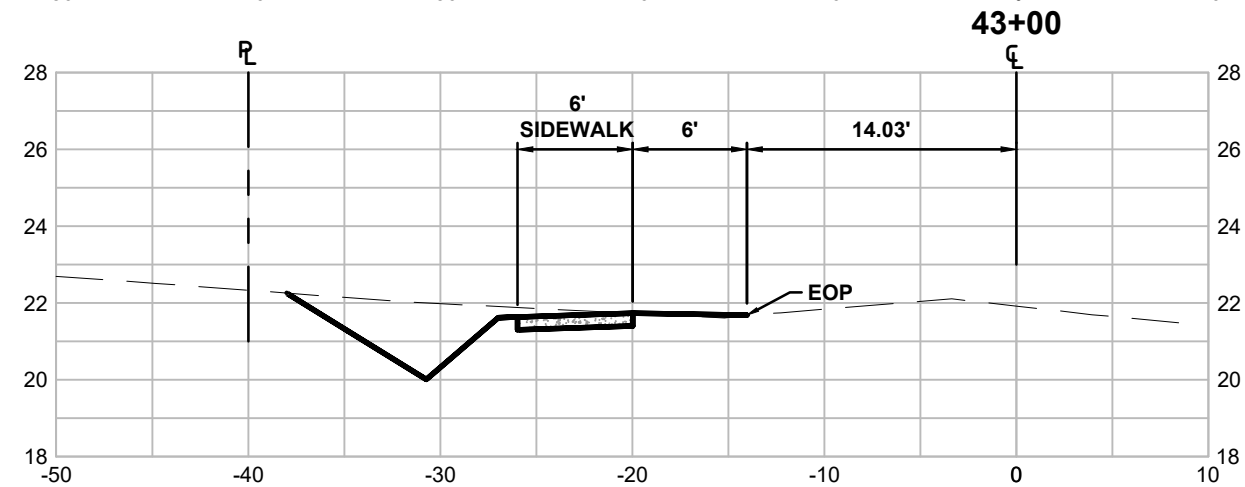
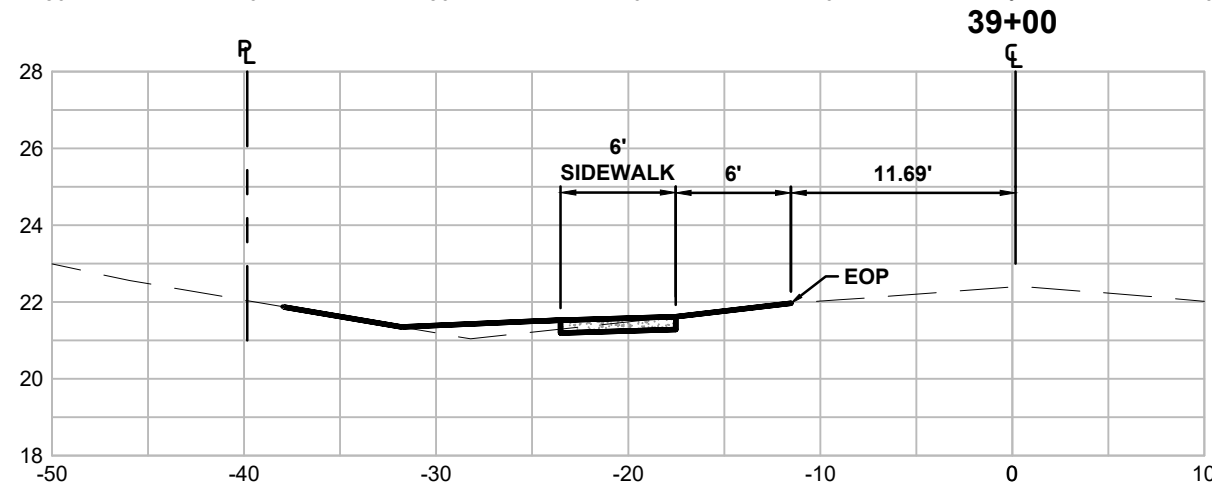
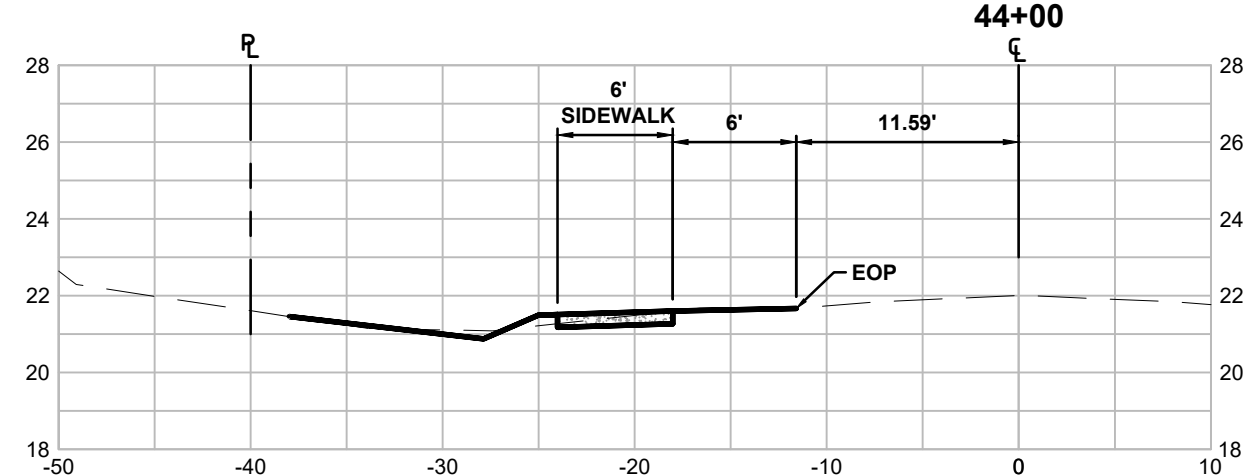
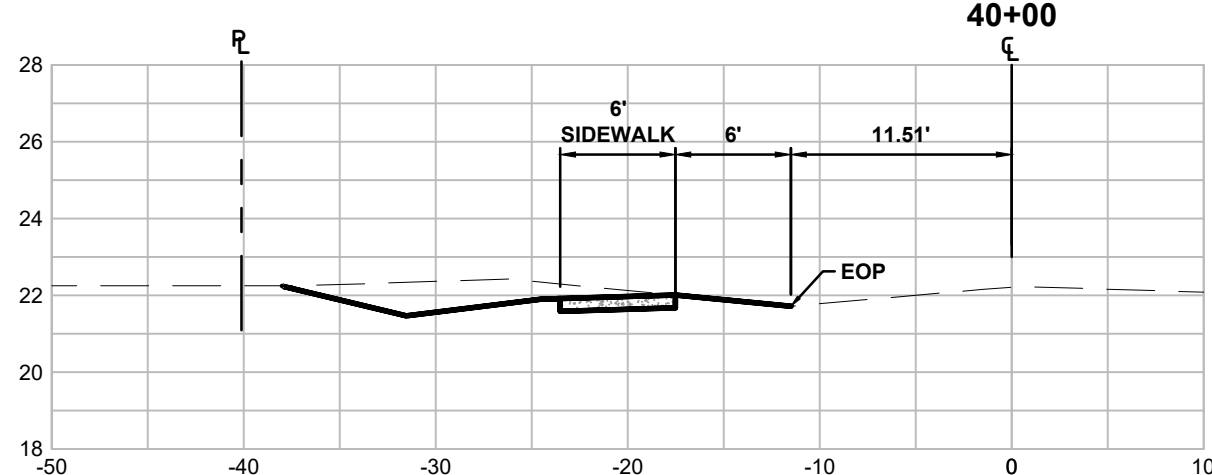
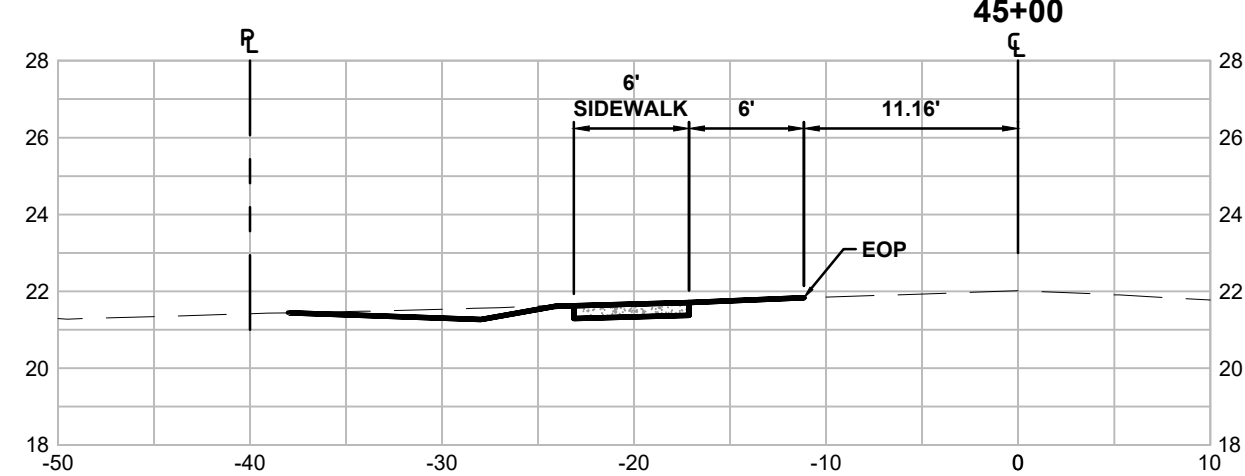
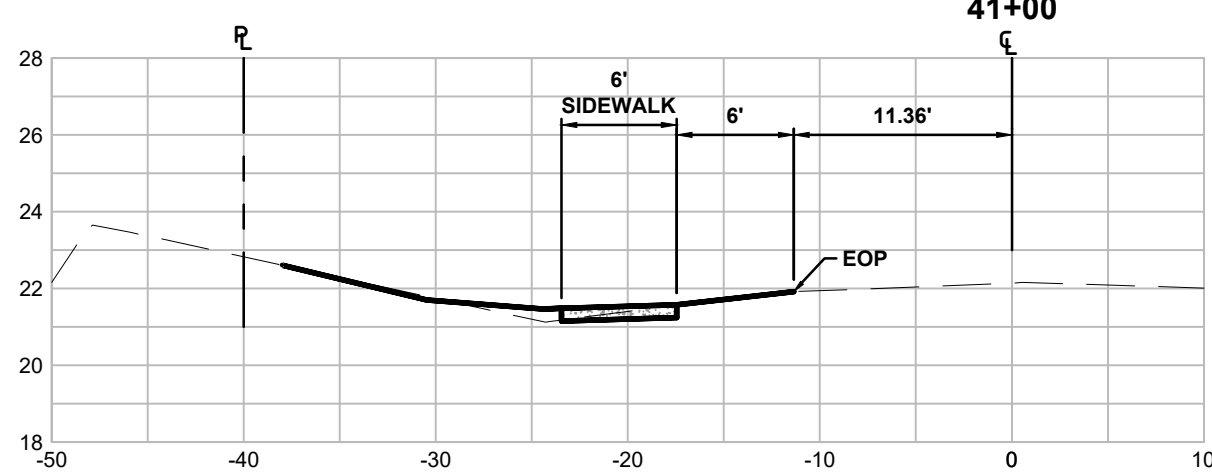
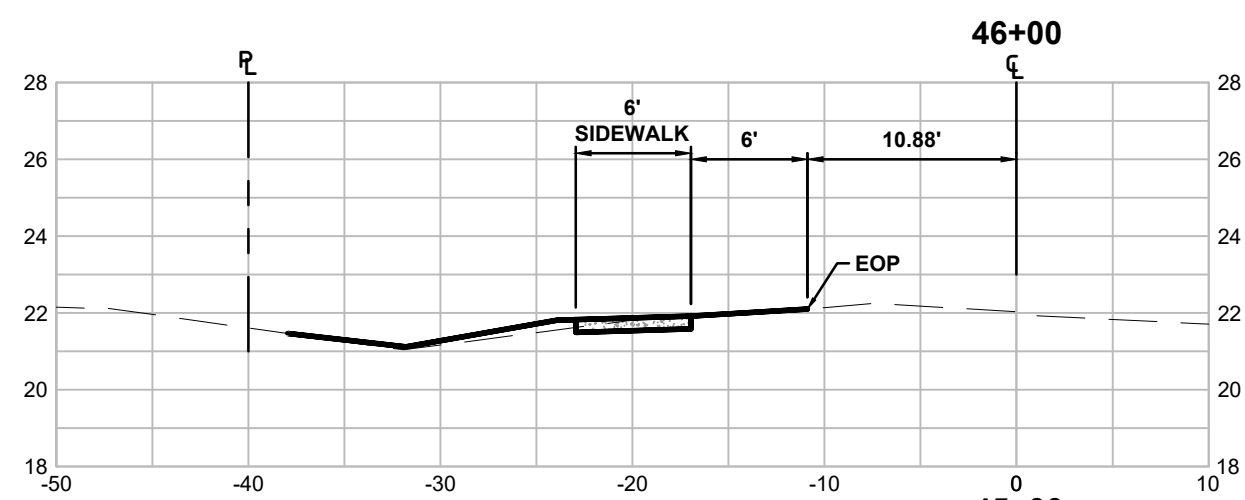
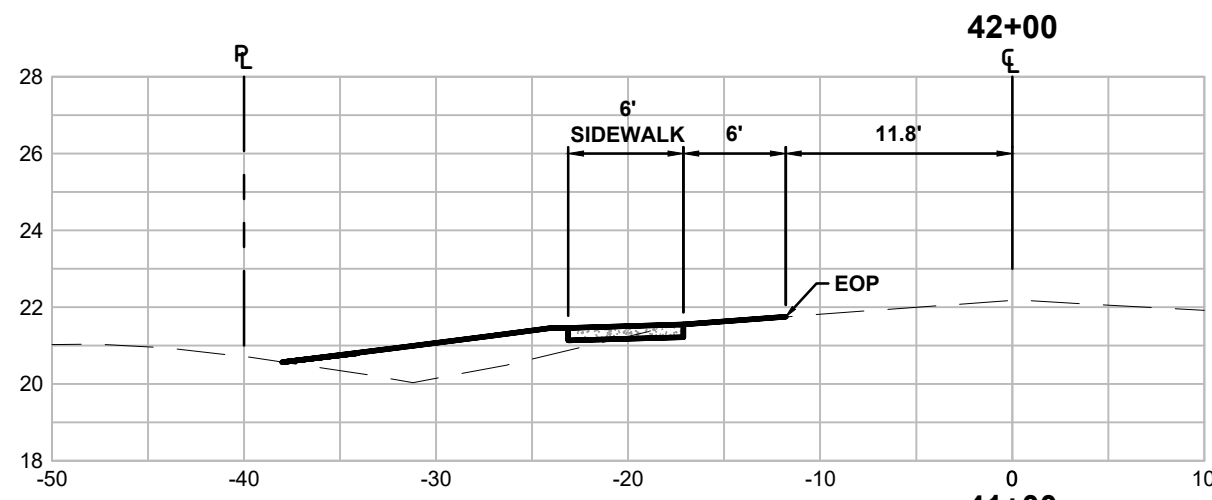
SCALE VERIFICATION
 0 0.5
 SOLID BAR IS EQUAL TO HALF AN INCH ON ORIGINAL DRAWING. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY.

**S.W. IMPORT DRIVE
 SIDEWALK DESIGN (PHASE 1)**
 CITY OF PORT ST. LUCIE, FLORIDA
CROSS SECTIONS

Joseph W. Capra
 301 NW Flagler Ave
 Stuart, Florida 34994
 P.E. No. 37638

Printed Date:

JOB No.: 1813.19
 SHEET
 21 OF 46



DATE:	8/27/21
DRAWN BY:	MDR
DESIGNED BY:	ADD
CHECKED BY:	JWC
PROJECT NO.:	1813.19
HORIZ SCALE:	1" = 2'
VERT. SCALE:	1" = 10'
CADD FILE:	\$Sections

NO.	DATE	BY	REVISIONS
1	8/27/21	ADD	APPROVED FOR CONSTRUCTION

SCALE VERIFICATION
0.5
SOLID BAR IS EQUAL TO HALF AN INCH ON ORIGINAL DRAWING. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY.

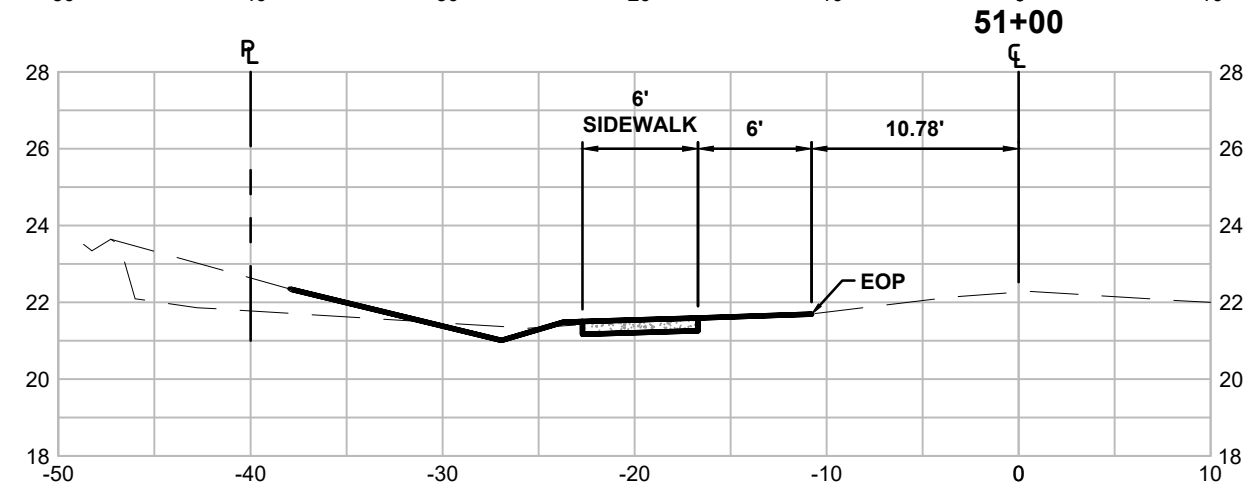
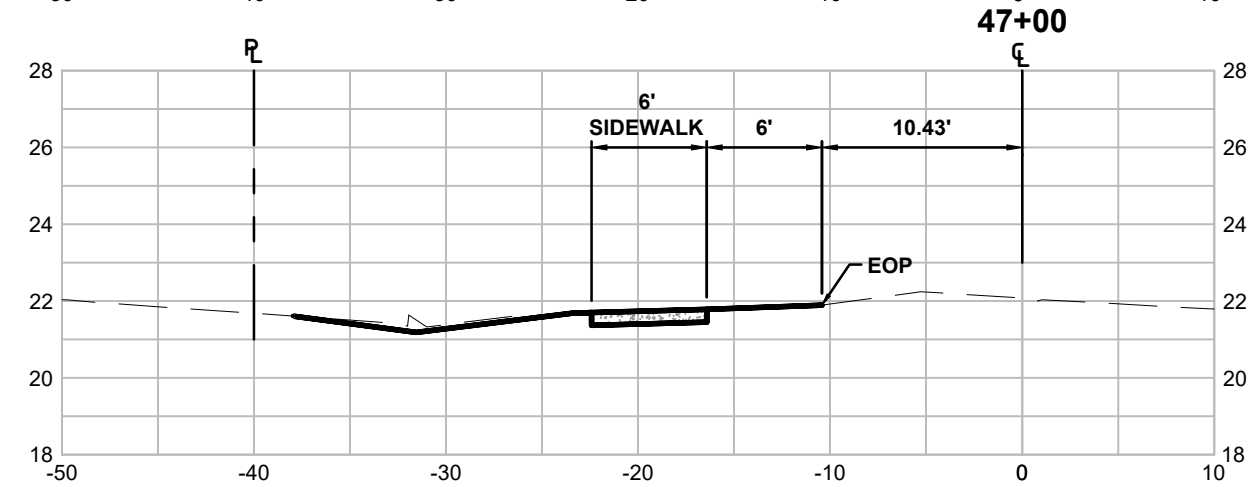
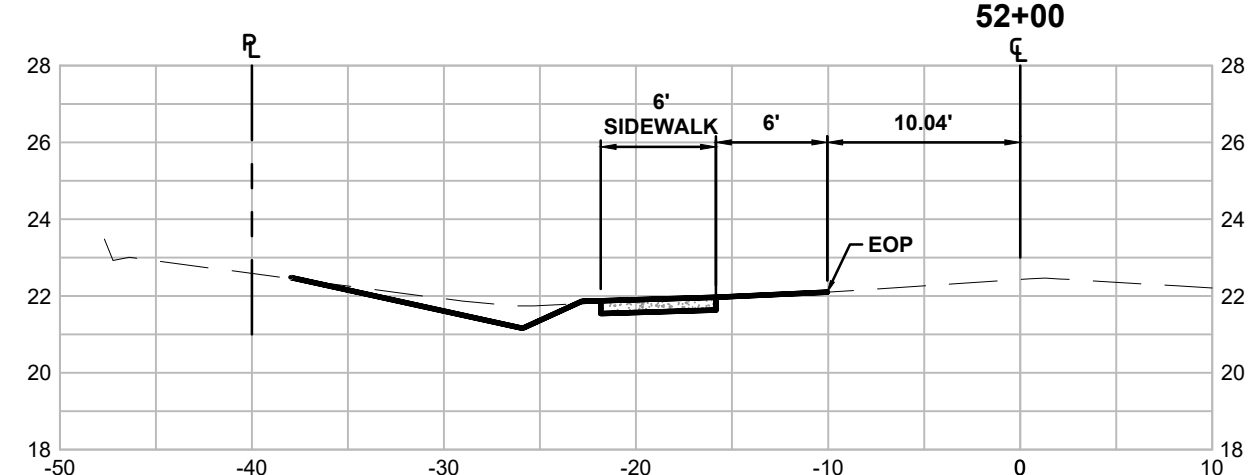
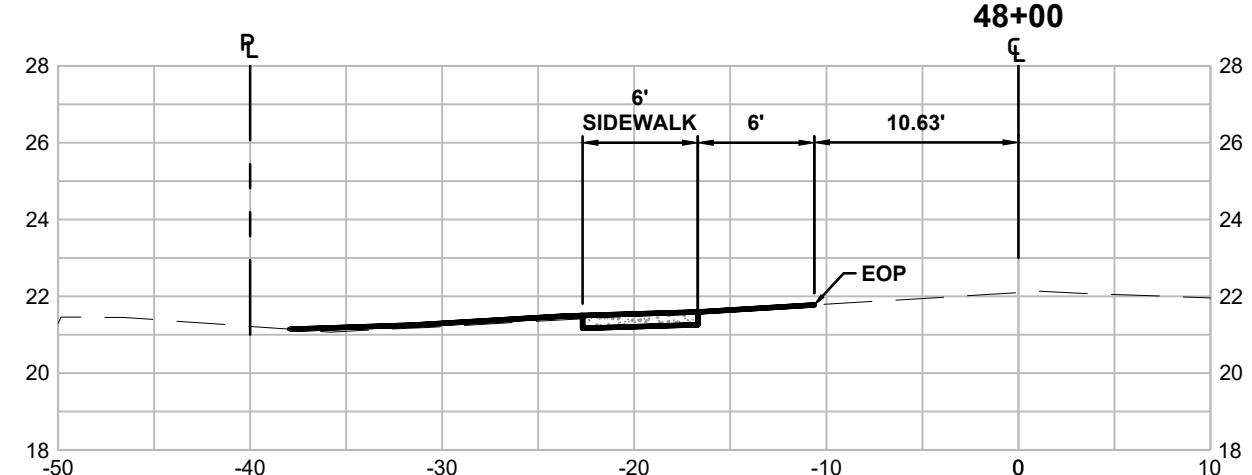
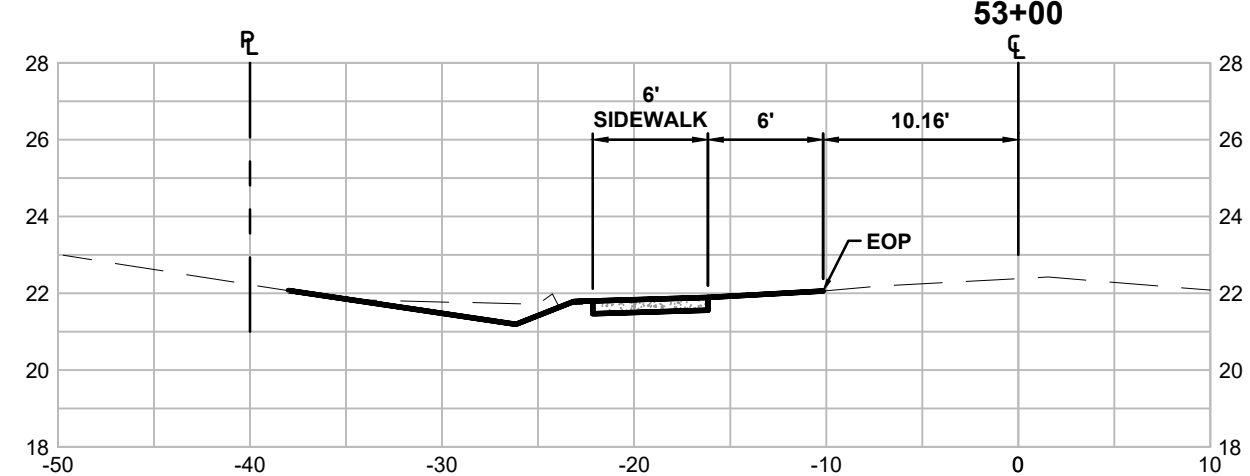
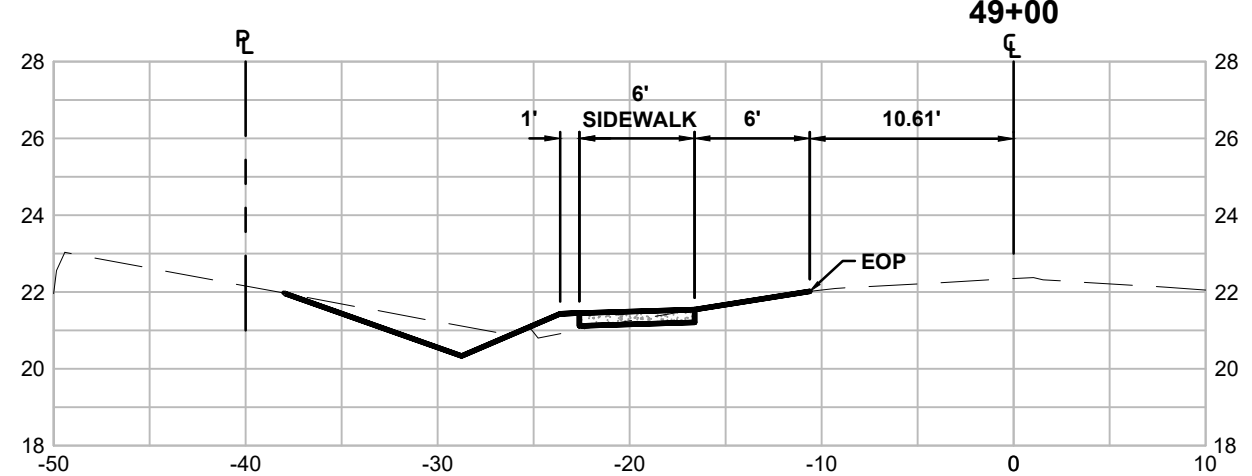
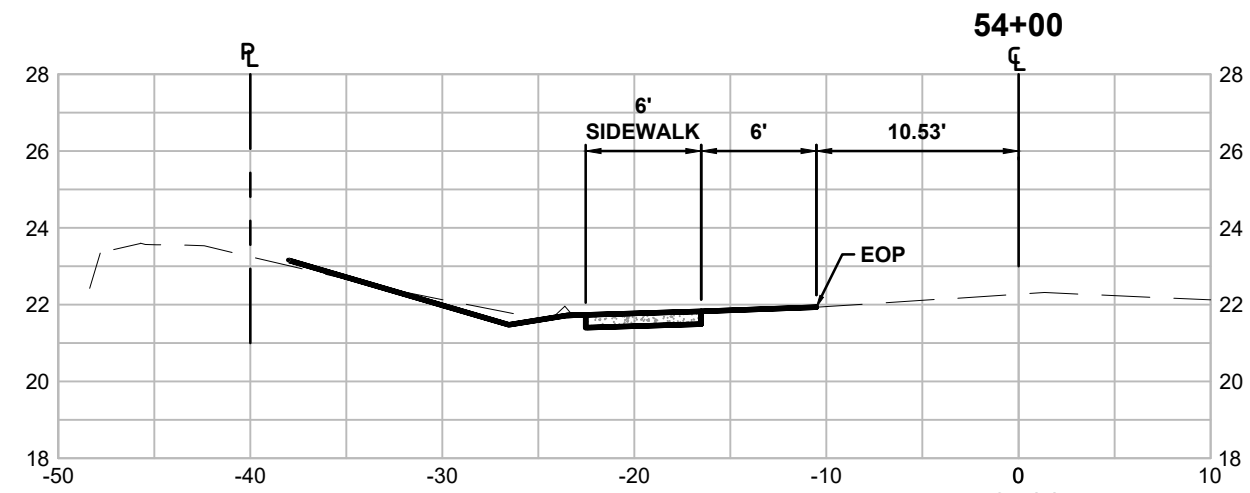
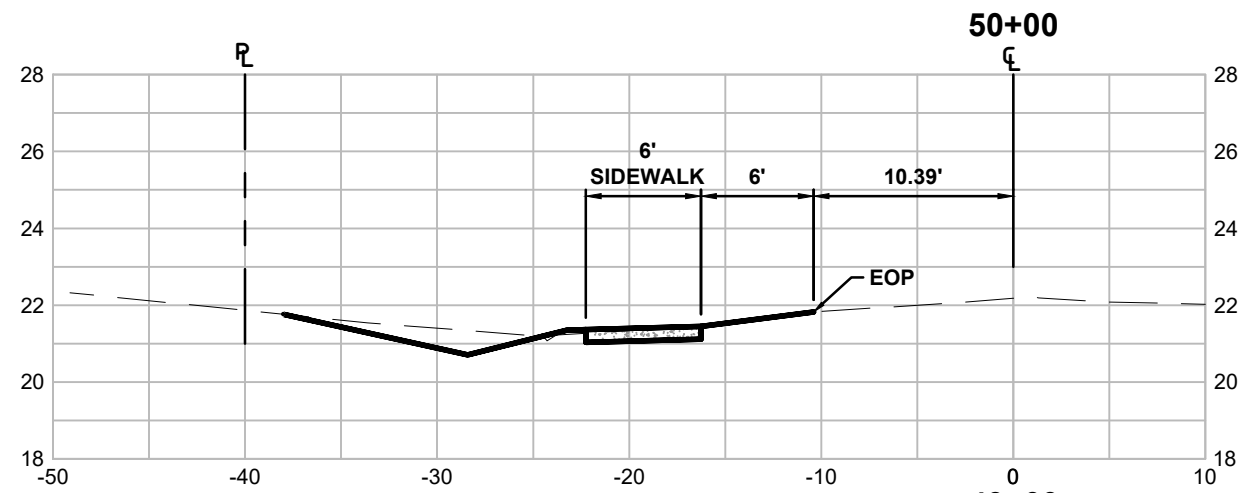
**S.W. IMPORT DRIVE
SIDEWALK DESIGN (PHASE 1)**
CITY OF PORT ST. LUCIE, FLORIDA

CROSS SECTIONS

Joseph W. Capra
301 NW Flagler Ave
Stuart, Florida 34994
P.E. No. 37638

Printed Date:

JOB No.: 1813.19
SHEET
22 OF 46



DATE:	8/27/21
DRAWN BY:	MDR
DESIGNED BY:	ADD
CHECKED BY:	JWC
PROJECT NO.:	1813.19
HORIZ. SCALE:	1" = 10'
VERT. SCALE:	1" = 10'
CADD FILE:	\$Sections

NO.	DATE	BY	REVISIONS
1	7/28/21	ADD	APPROVED FOR CONSTRUCTION

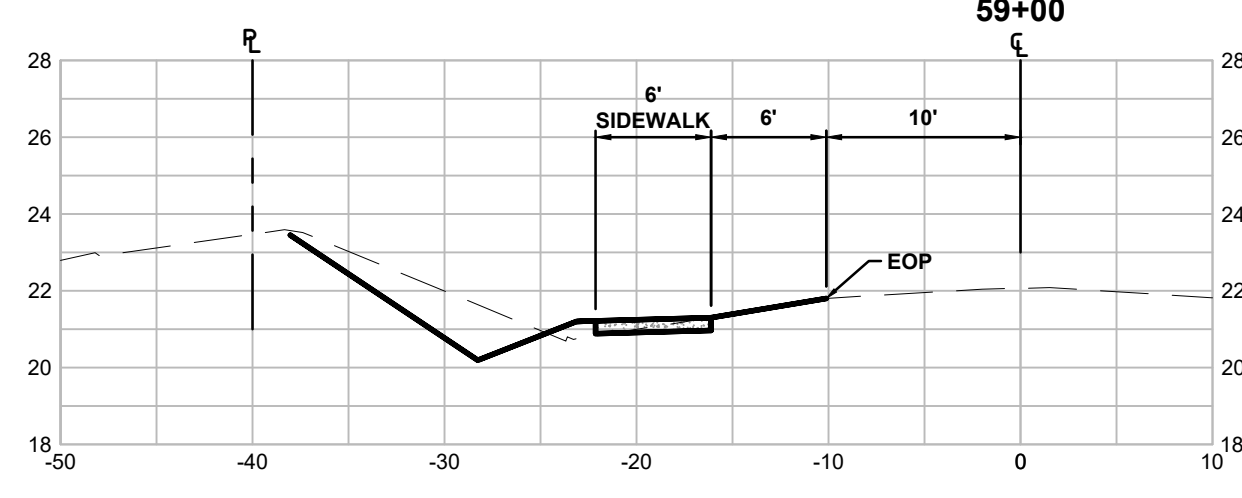
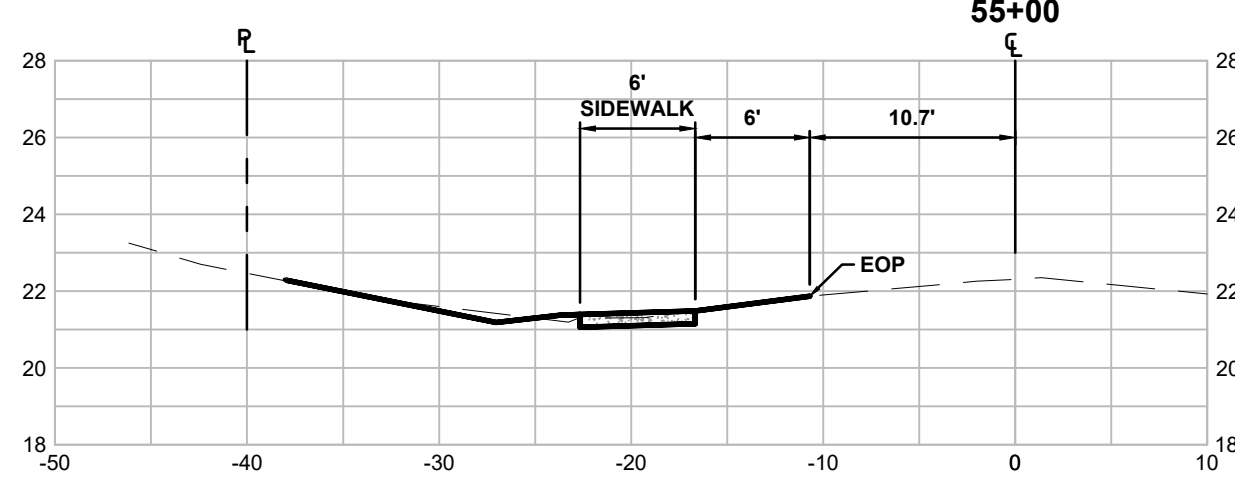
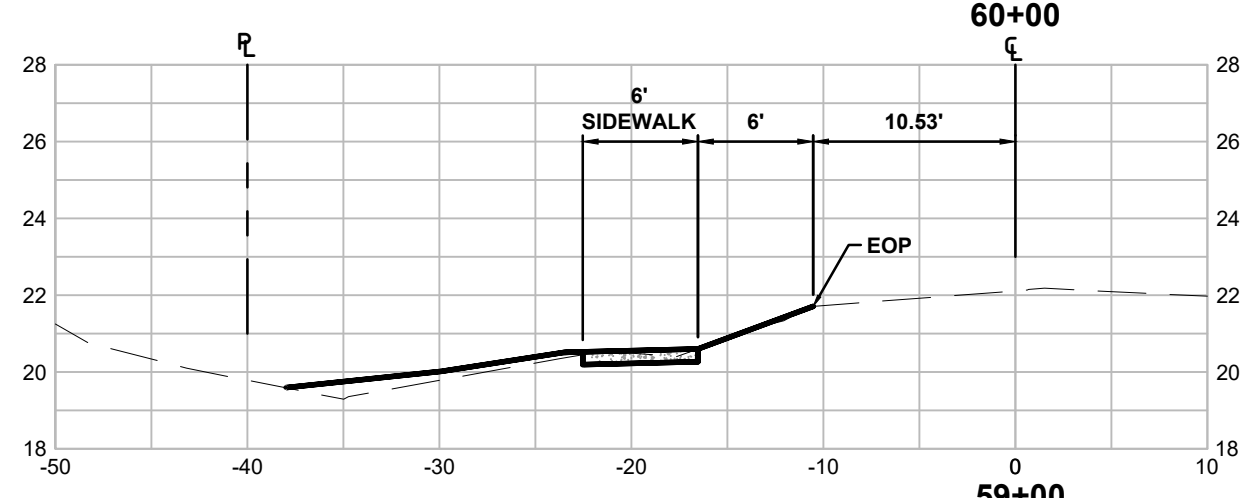
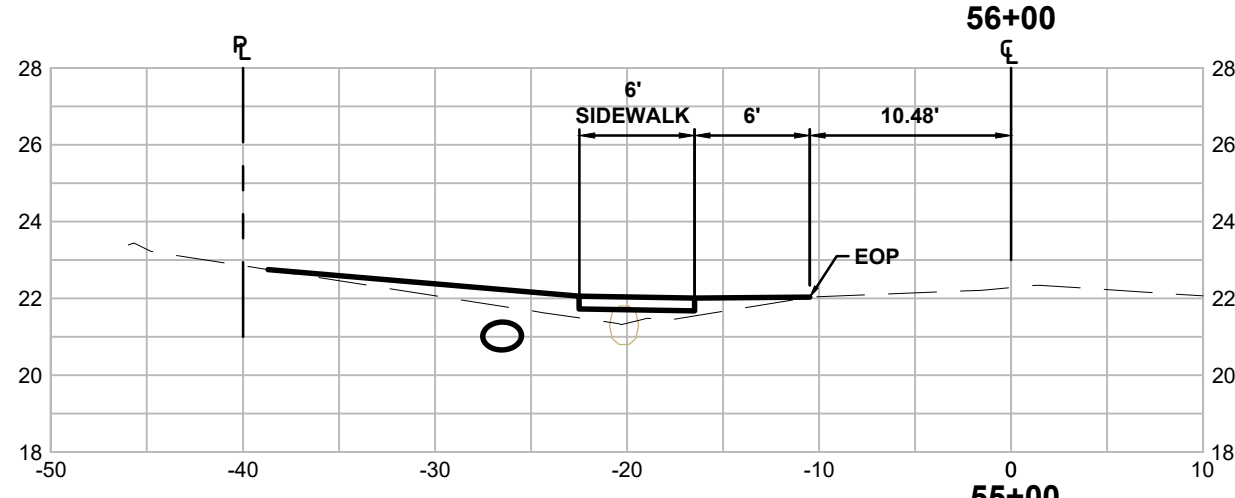
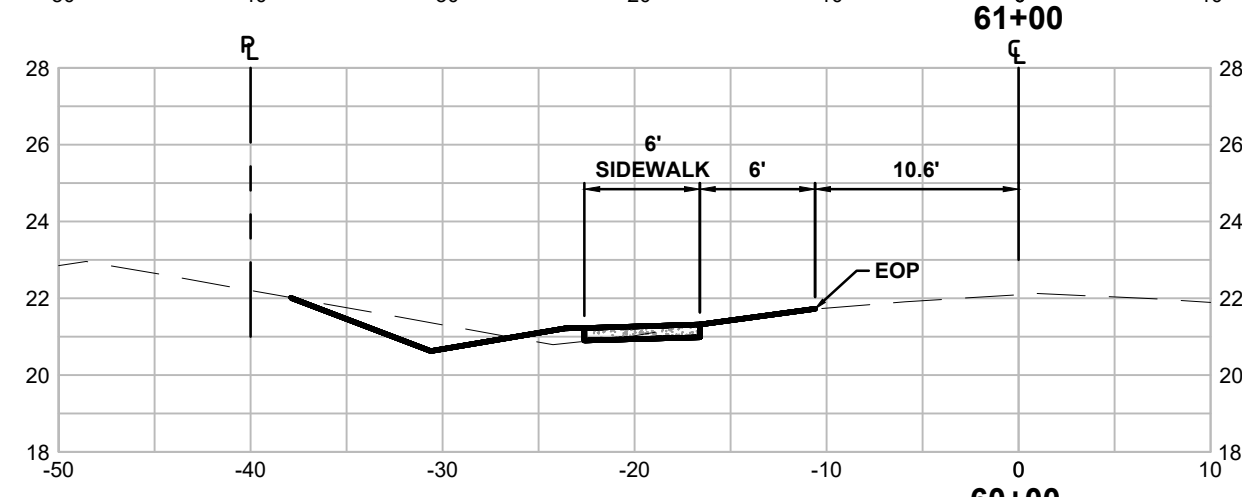
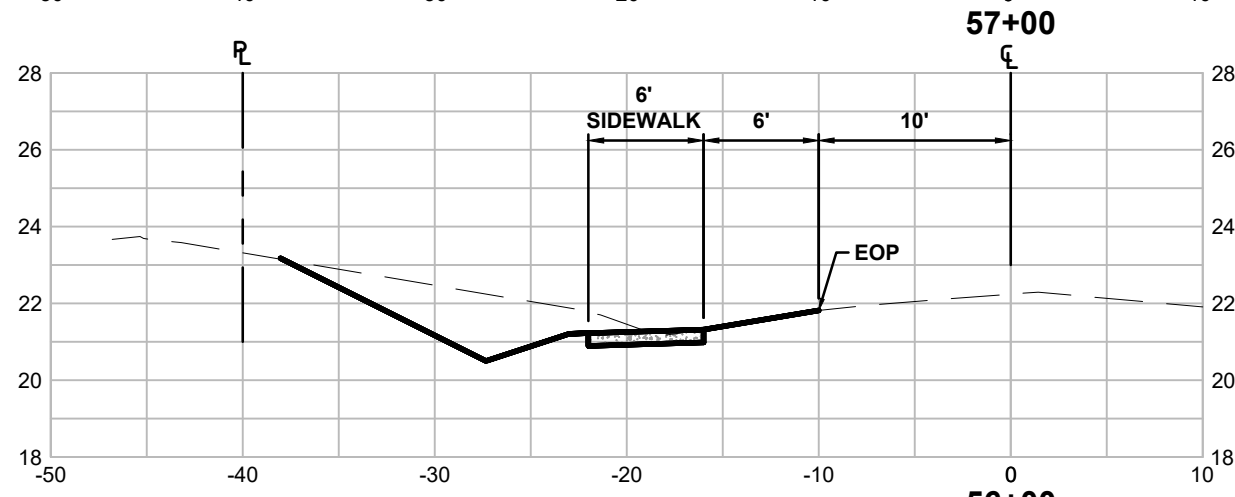
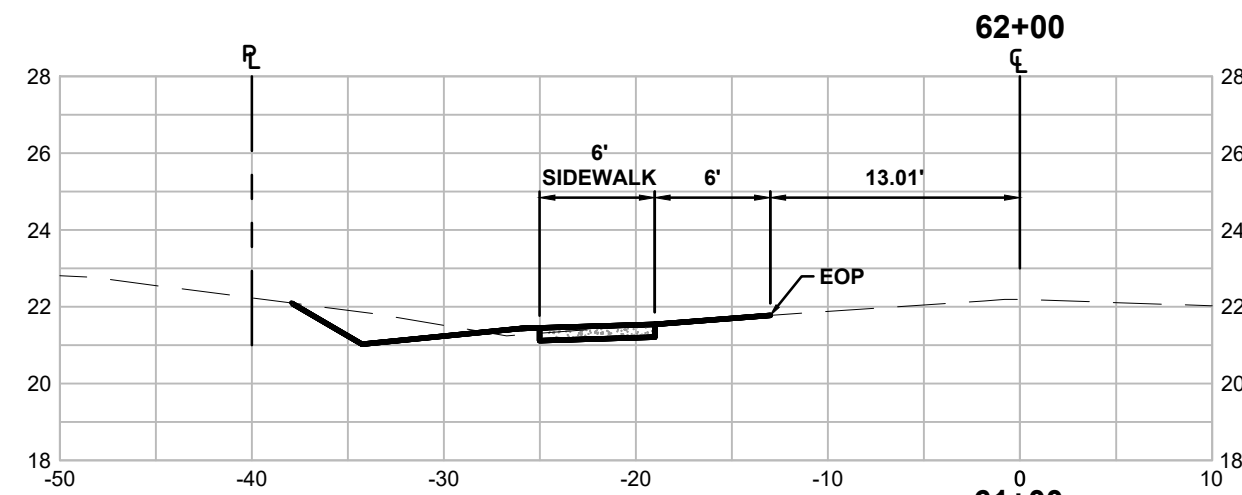
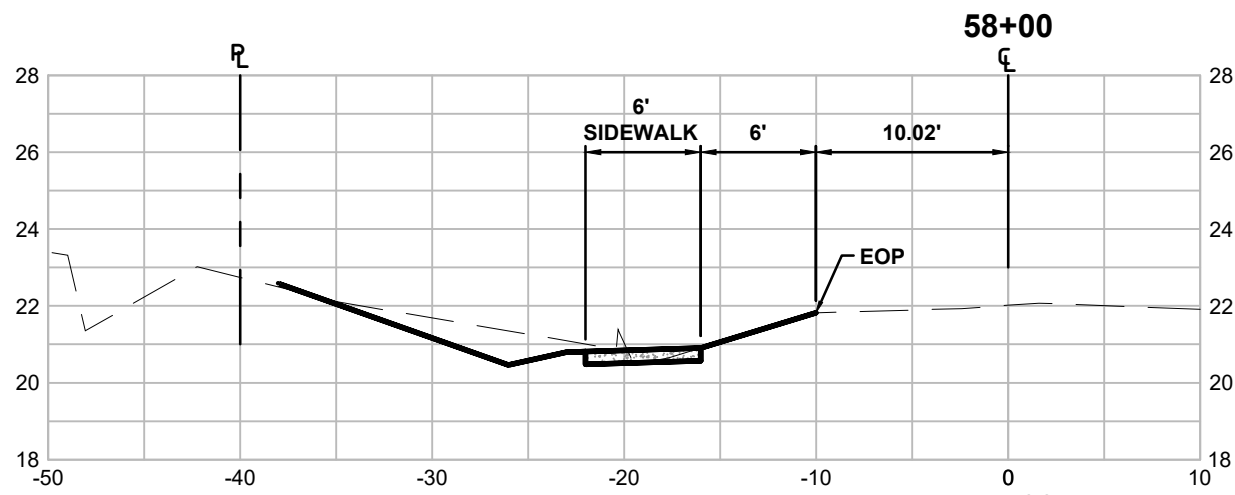
SCALE VERIFICATION
0.5
SOLID BAR IS EQUAL TO HALF AN INCH ON ORIGINAL DRAWING. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

**S.W. IMPORT DRIVE
SIDEWALK DESIGN (PHASE 1)**
CITY OF PORT ST. LUCIE, FLORIDA

CROSS SECTIONS

Joseph W. Capra
301 NW Flagler Ave
Stuart, Florida 34994
P.E. No. 37638

Printed Date:



DATE:	8/27/21
DRAWN BY:	MDR
DESIGNED BY:	ADD
CHECKED BY:	JWC
PROJECT NO.:	1813.19
HORIZ. SCALE:	1" = 2'
VERT. SCALE:	1" = 10'
CADD FILE:	\$Sections

NO.	DATE	BY	REVISIONS
1	8/27/21	ADD	APPROVED FOR CONSTRUCTION

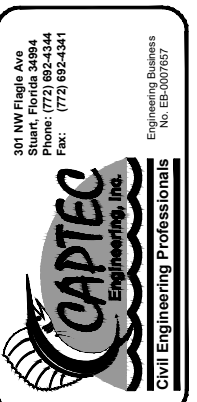
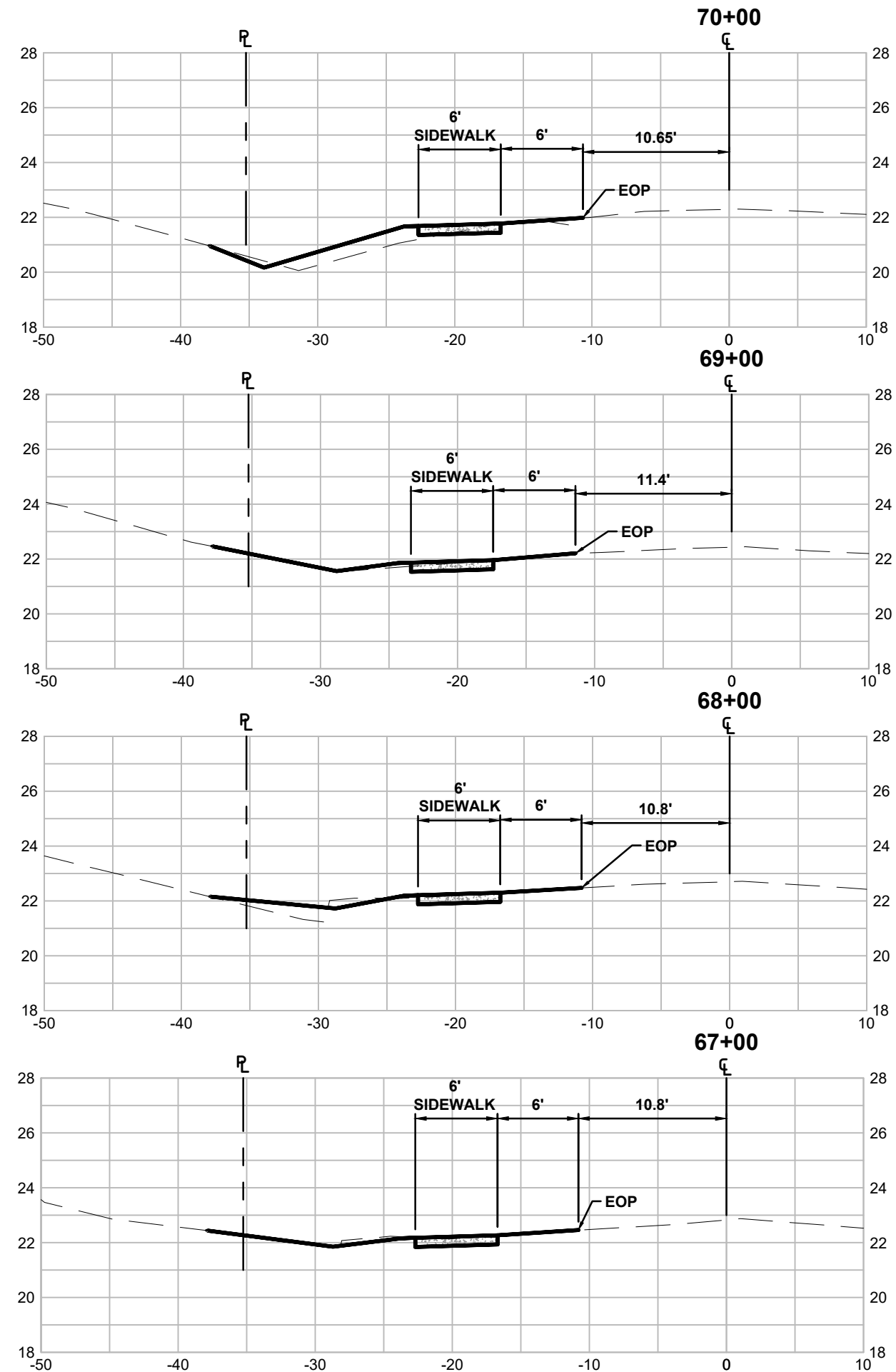
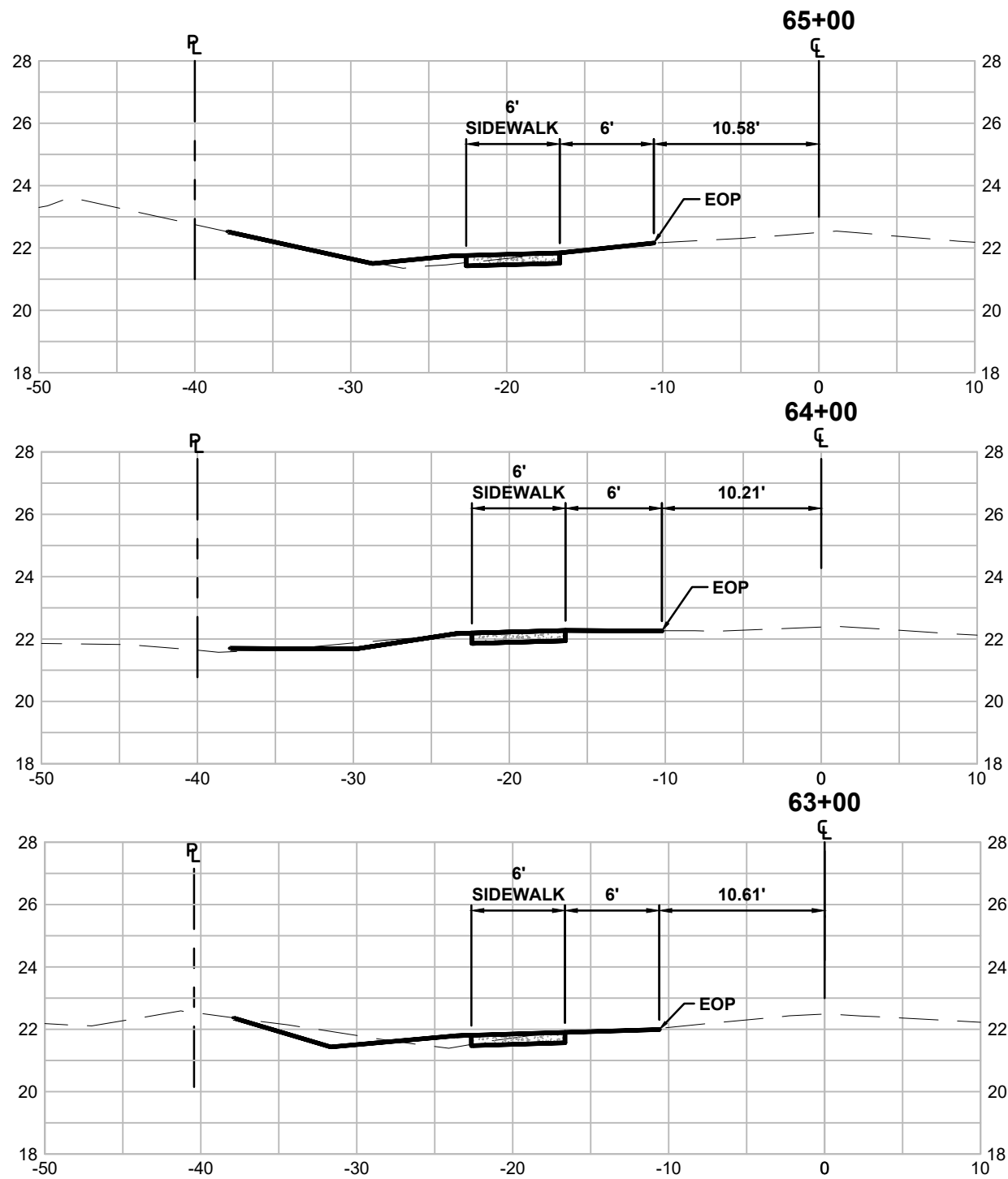
SCALE VERIFICATION
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**S.W. IMPORT DRIVE
 SIDEWALK DESIGN (PHASE 1)**
 CITY OF PORT ST. LUCIE, FLORIDA
CROSS SECTIONS

Joseph W. Capra
 301 NW Flagler Ave
 Stuart, Florida 34994
 P.E. No. 37638

Printed Date:

JOB No.: **1813.19**
 SHEET
24 OF **46**



301 NW Flagler Ave
Stuart, Florida 34994
Phone: (772) 692-4344
Fax: (772) 692-4341

Engineering Business
No. EE-007057

NO.	DATE	BY	REVISIONS
1	8/27/21	ADD	APPROVED FOR CONSTRUCTION

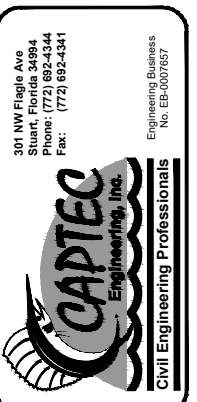
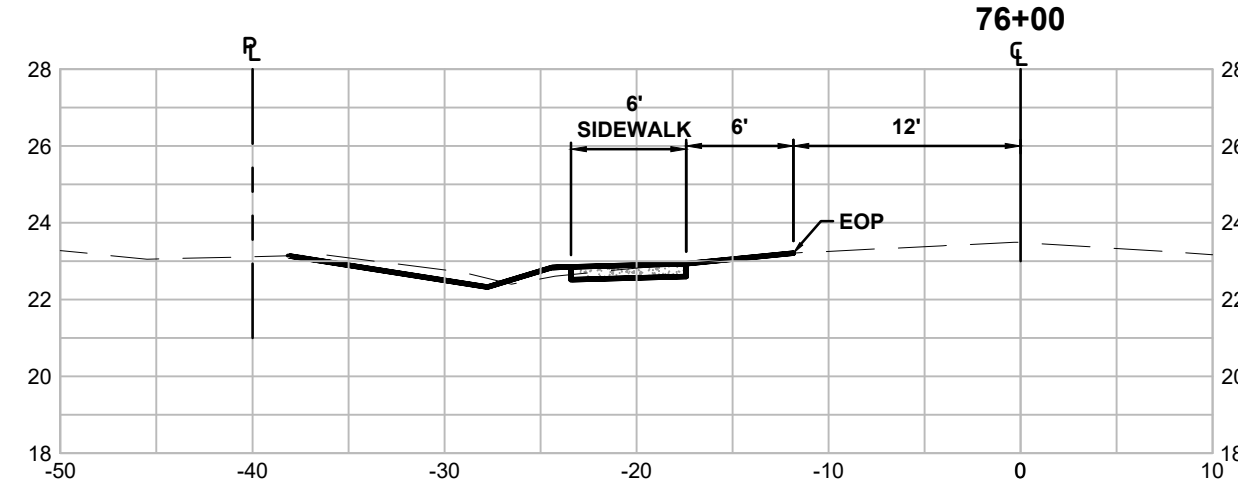
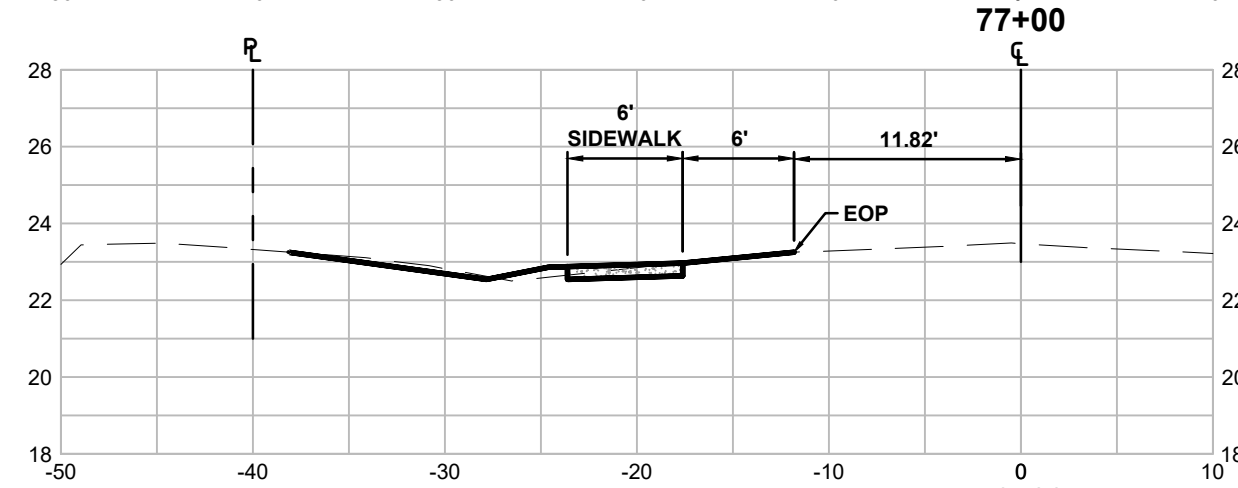
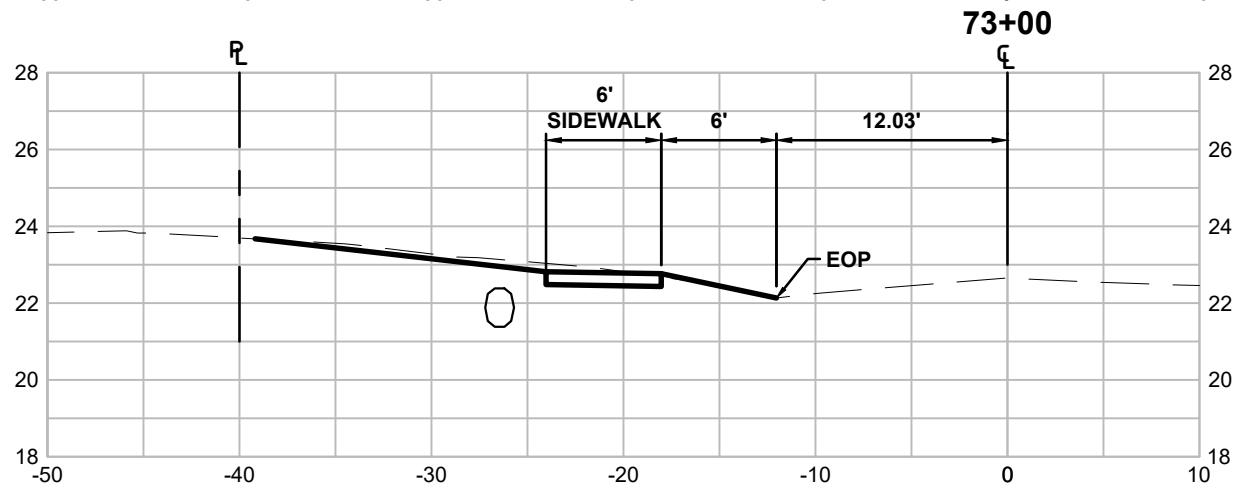
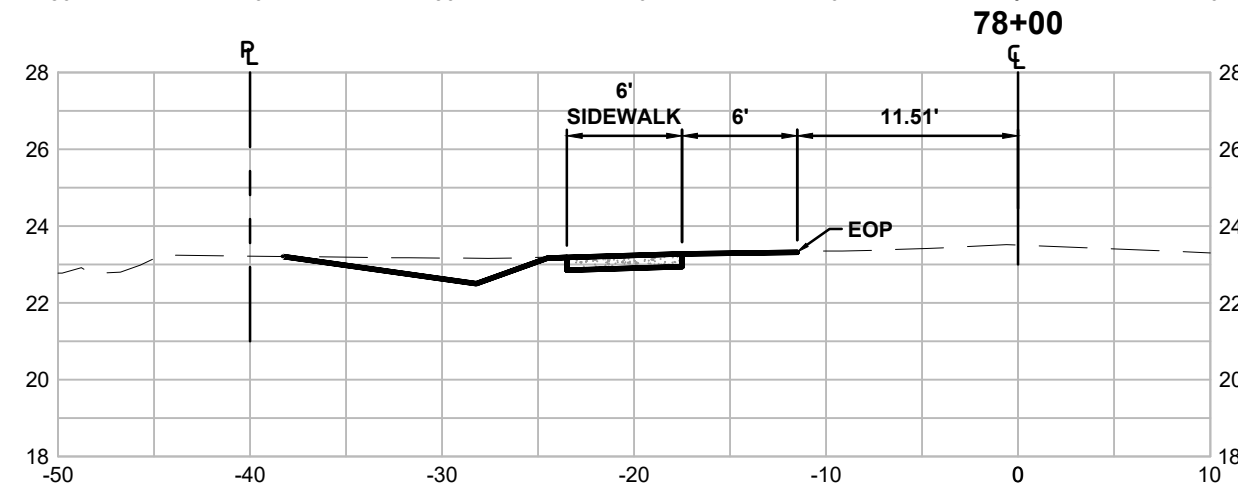
SCALE VERIFICATION
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SOLID BAR IS EQUAL TO HALF AN INCH ON ORIGINAL DRAWING. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

**S.W. IMPORT DRIVE
SIDEWALK DESIGN (PHASE 2)**
CITY OF PORT ST. LUCIE, FLORIDA
CROSS SECTIONS

Joseph W. Capra
301 NW Flagler Ave
Stuart, Florida 34994
P.E. No. 37638

Printed Date:

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, IS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED, REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADOPTION BY CAPTEC ENGINEERING, INC. SHALL BE WITHOUT LIABILITY TO CAPTEC ENGINEERING, INC.



DATE:	8/27/21
DRAWN BY:	MDR
DESIGNED BY:	ADO
CHECKED BY:	JWC
PROJECT NO.:	1813.19
HORIZ. SCALE:	1" = 2'
VERT. SCALE:	1" = 10'
CADD FILE:	\$Sections

NO.	DATE	BY	REVISIONS
1	8/27/21	ADO	APPROVED FOR CONSTRUCTION

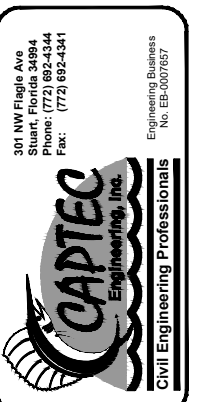
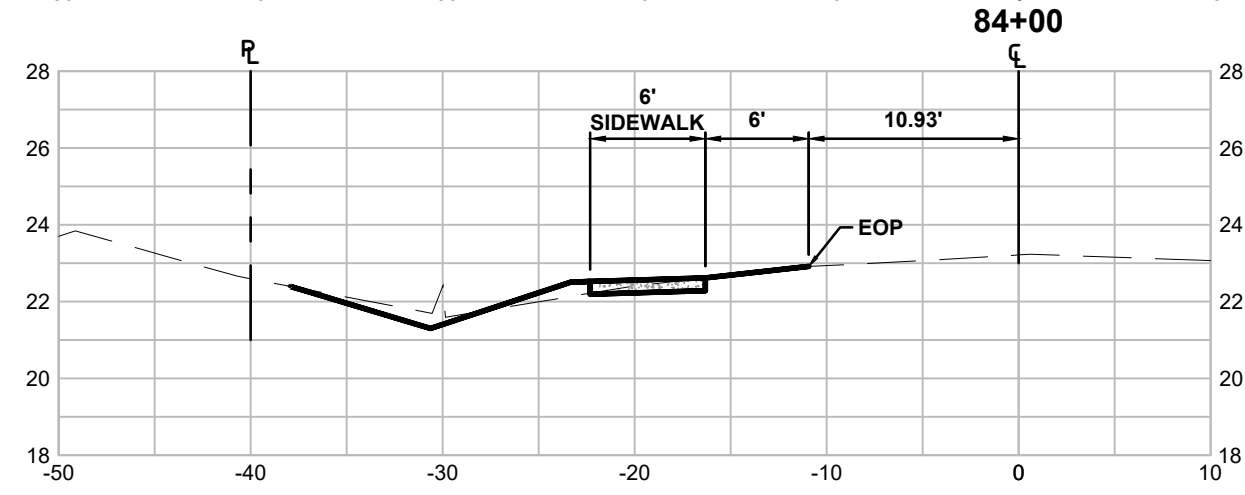
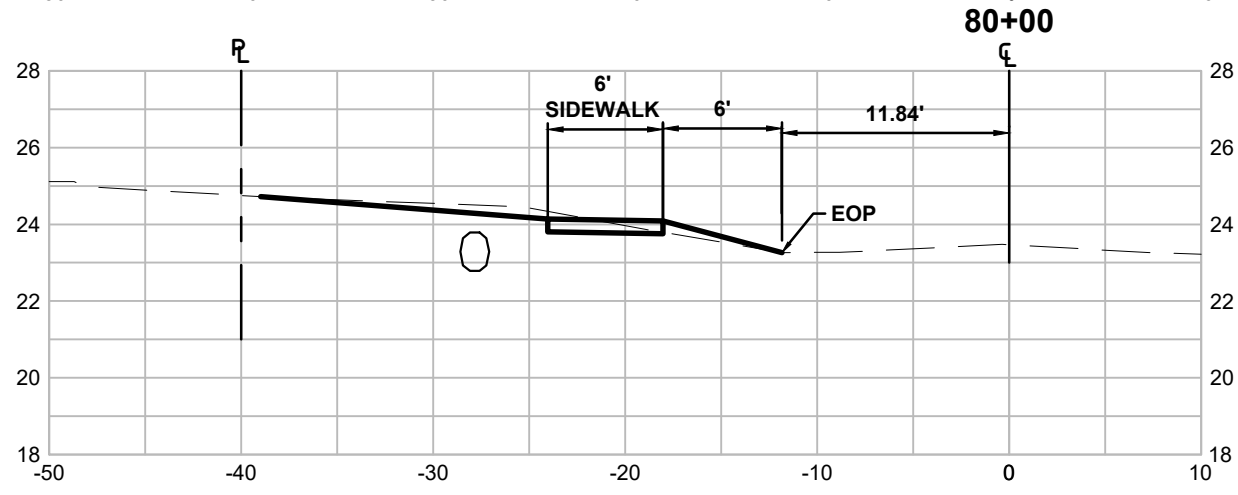
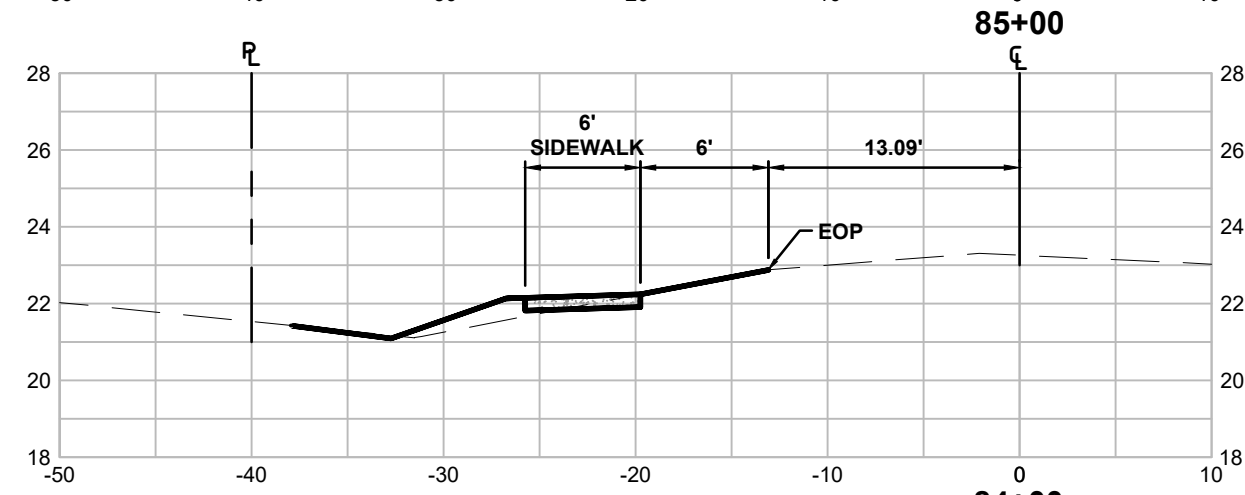
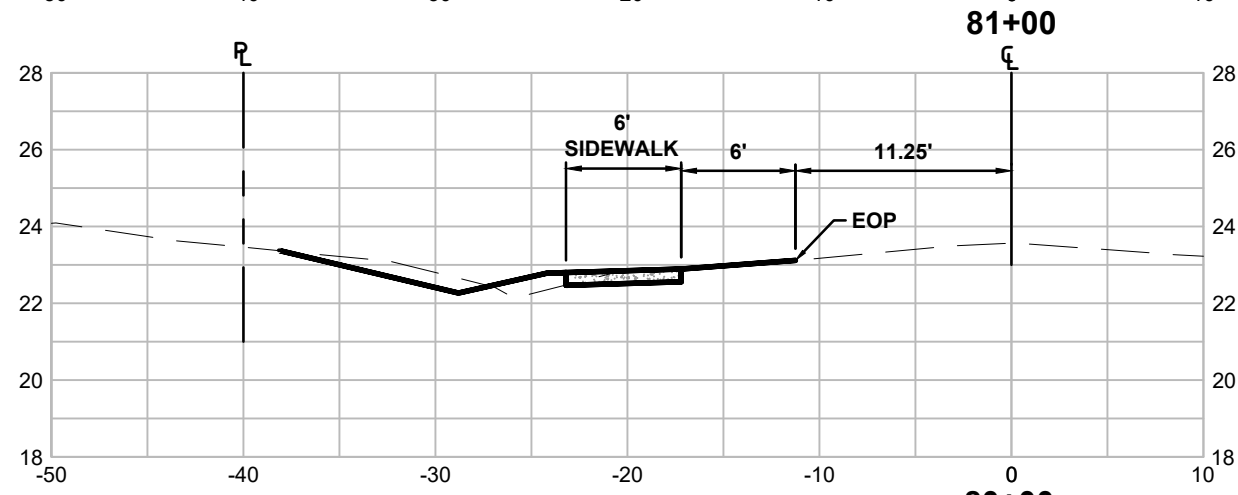
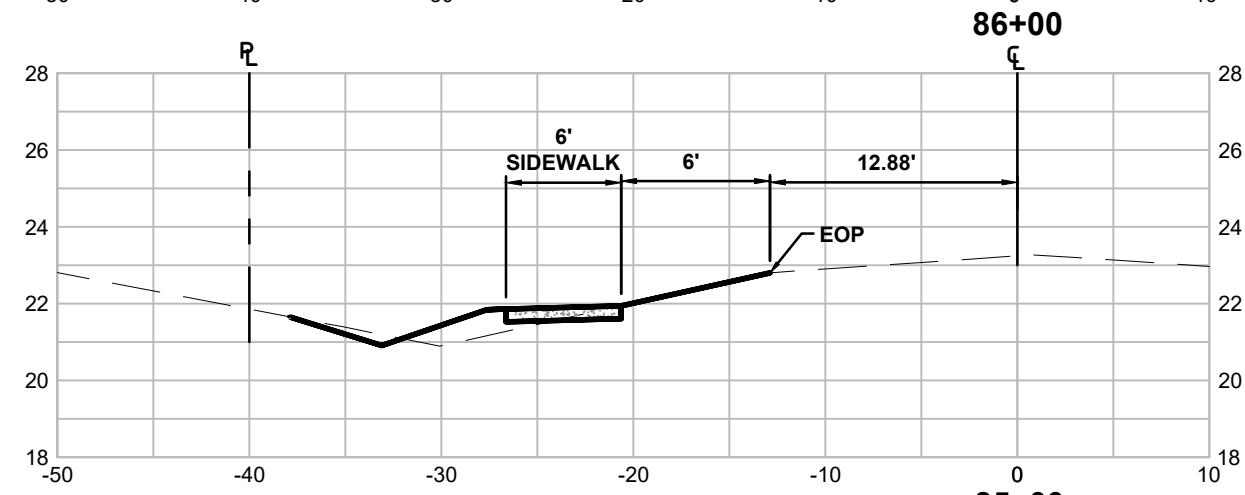
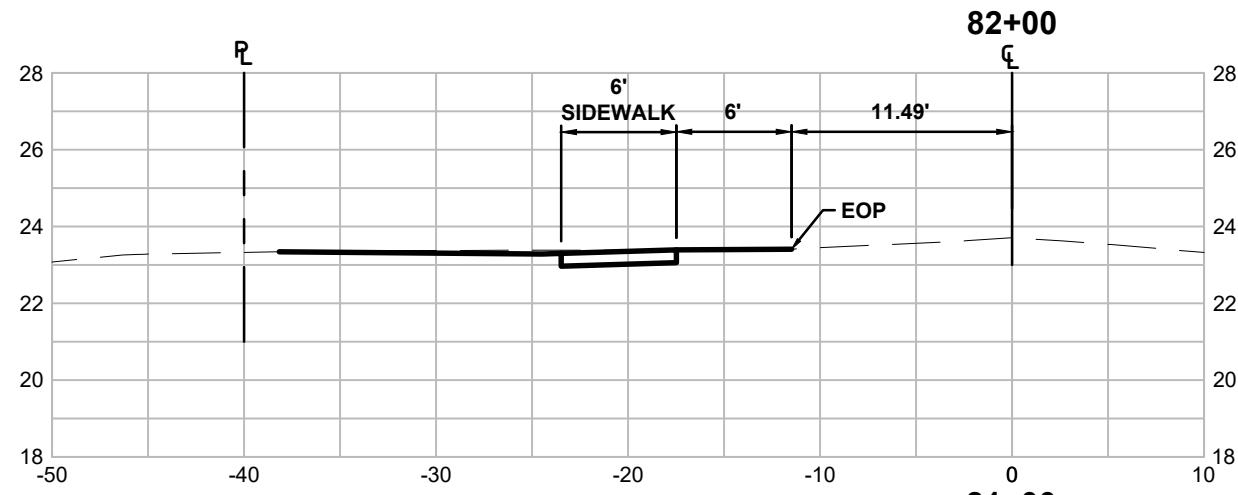
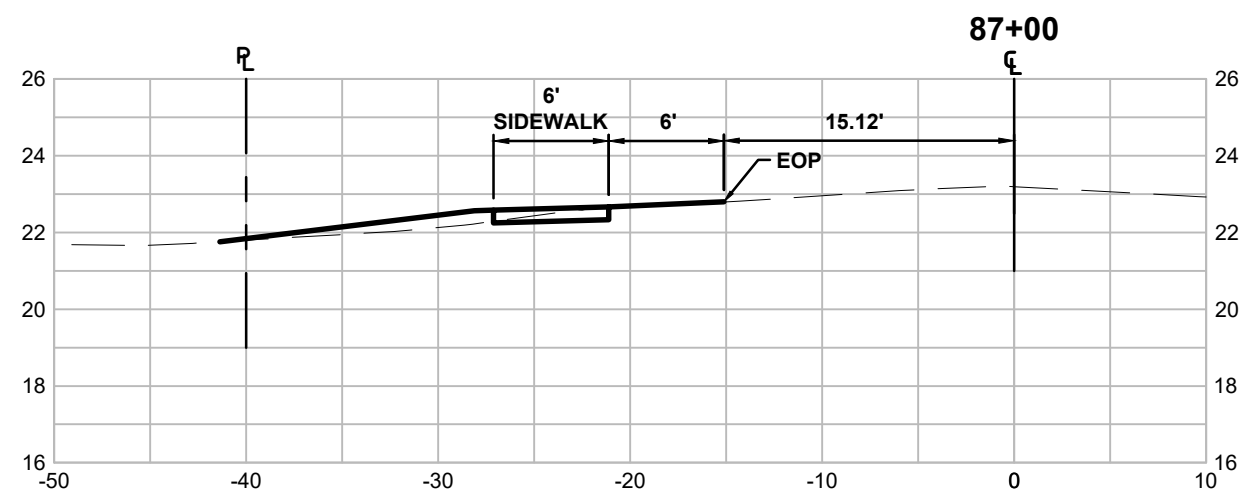
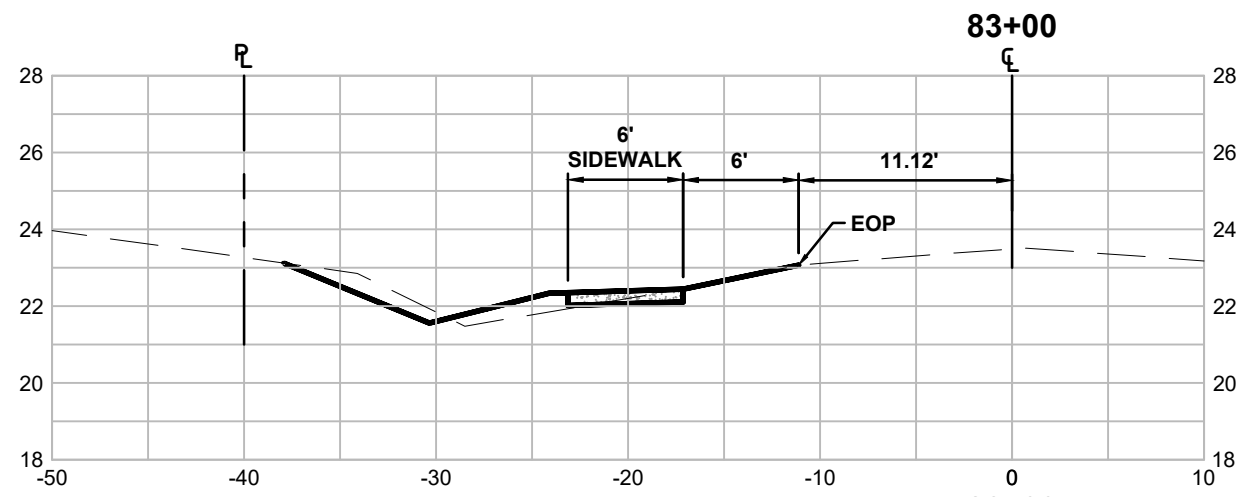
SCALE VERIFICATION
0.5
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**S.W. IMPORT DRIVE
SIDEWALK DESIGN (PHASE 2)**
CITY OF PORT ST. LUCIE, FLORIDA

CROSS SECTIONS

Joseph W. Capra
301 NW Flagler Ave
Stuart, Florida 34994
P.E. No. 37638

Printed Date:



DATE:	8/27/21
DRAWN BY:	MDR
DESIGNED BY:	ADD
CHECKED BY:	JWC
PROJECT NO.:	1813.19
HORIZ. SCALE:	1" = 10'
VERT. SCALE:	1" = 10'
CADD FILE:	\$Sections

NO.	DATE	BY	REVISIONS
1	8/27/21	ADD	APPROVED FOR CONSTRUCTION

SCALE VERIFICATION

0 0.5 1

SOLID BAR IS EQUAL TO HALF AN INCH ON ORIGINAL DRAWING. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY.

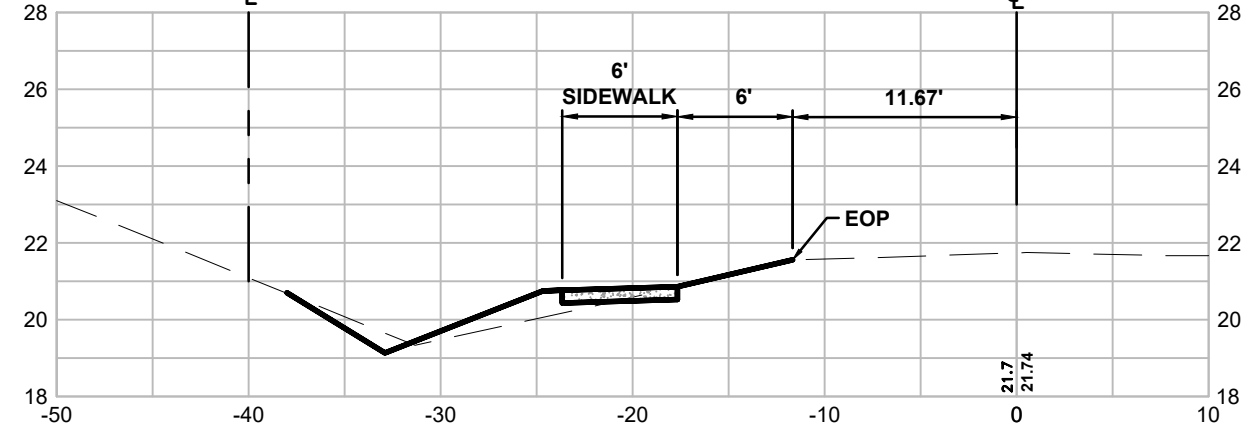
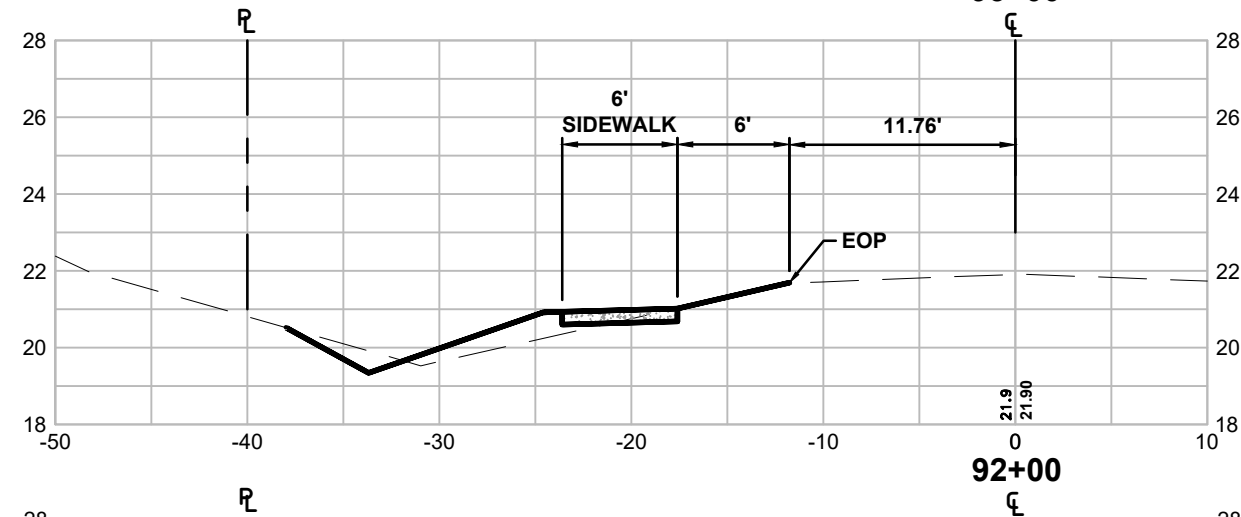
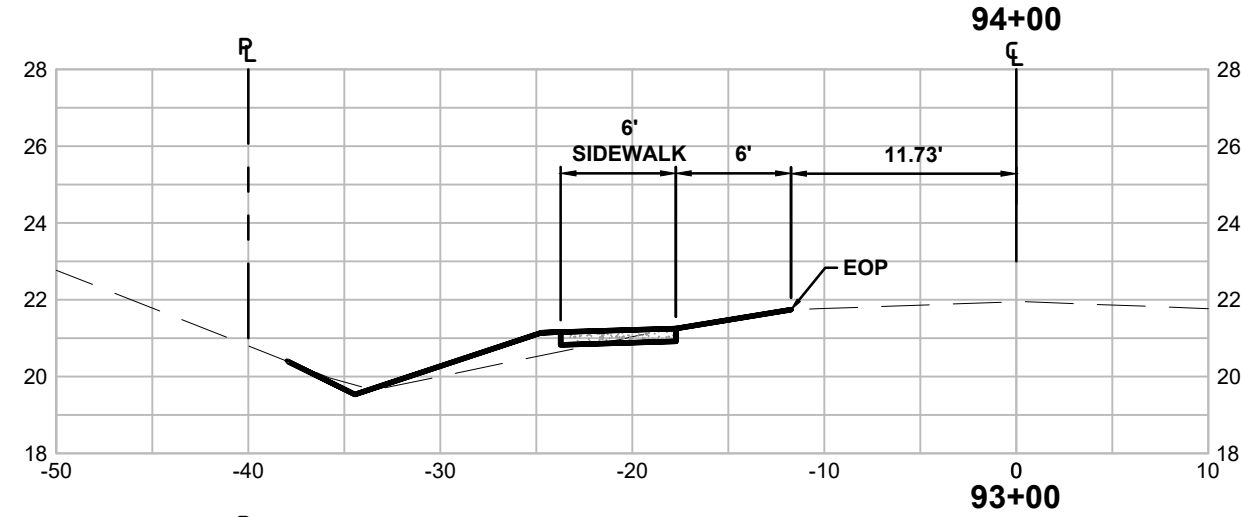
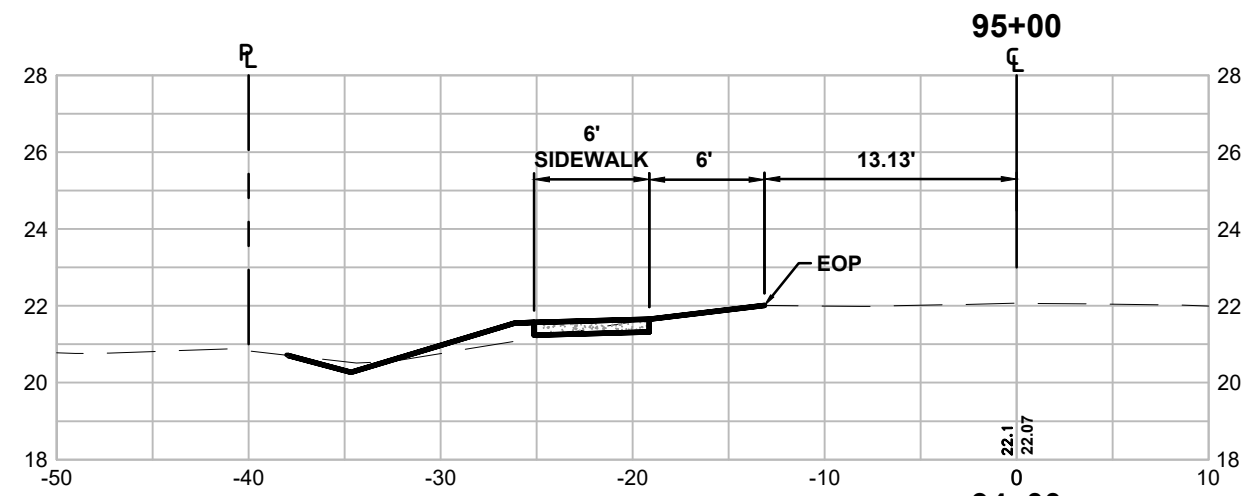
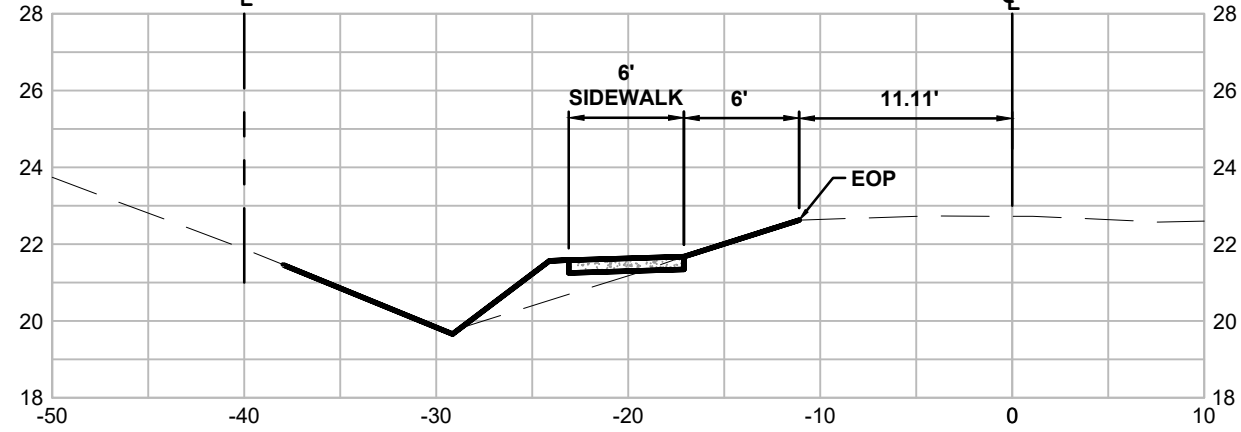
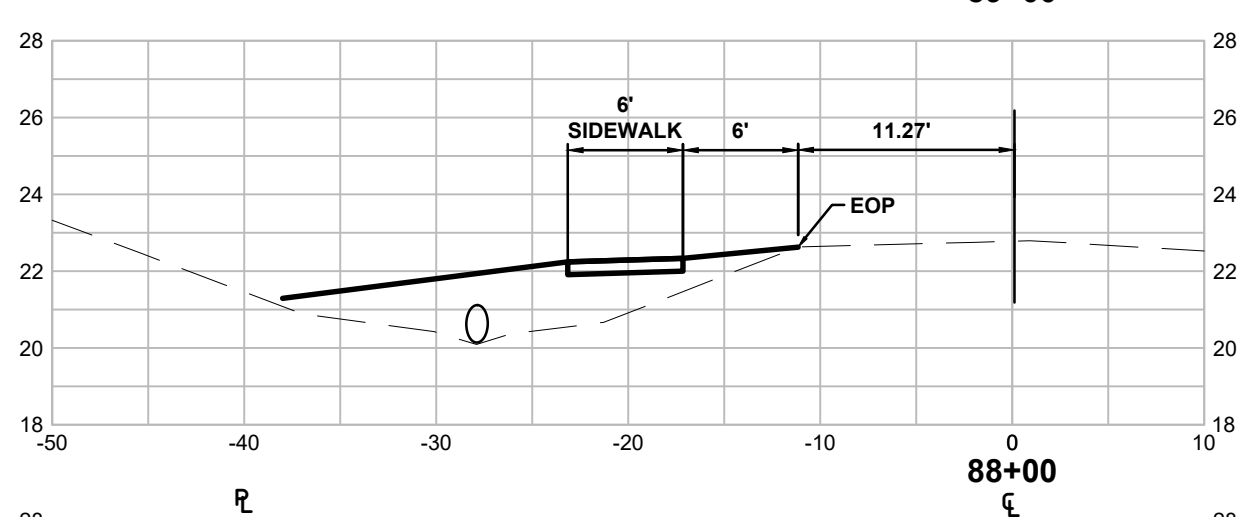
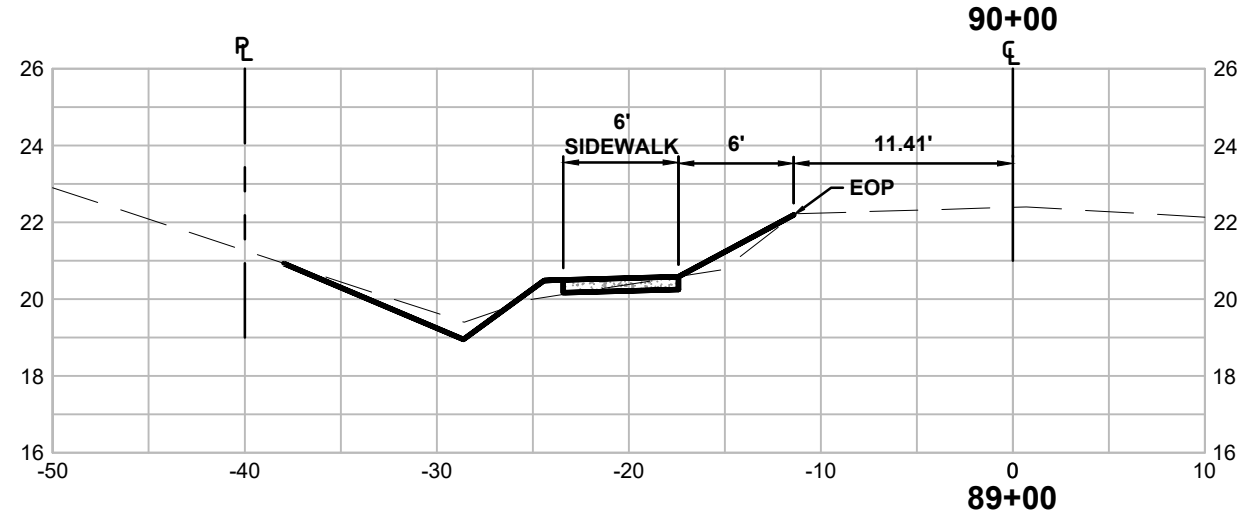
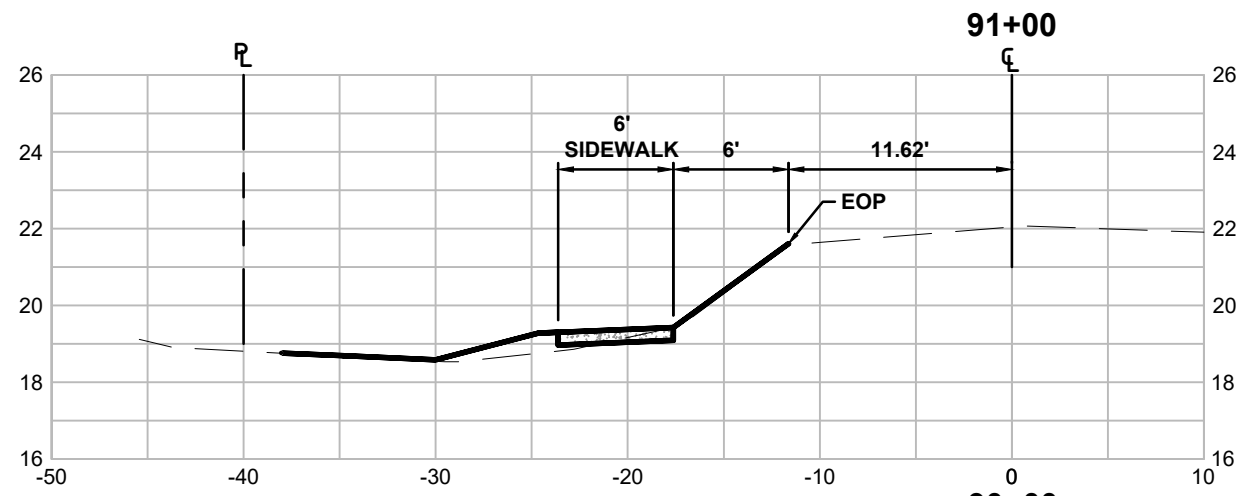
**S.W. IMPORT DRIVE
SIDEWALK DESIGN (PHASE 2)**
CITY OF PORT ST. LUCIE, FLORIDA

CROSS SECTIONS

Joseph W. Capra
301 NW Flagler Ave
Stuart, Florida 34994
P.E. No. 37638

Printed Date:

JOB No.: **1813.19**
SHEET
27 OF **46**



DATE:	8/27/21
DRAWN BY:	MDR
DESIGNED BY:	ADO
CHECKED BY:	JWC
PROJECT NO.:	1813.19
HORIZ. SCALE:	1" = 2'
VERT. SCALE:	1" = 10'
CADD FILE:	\$Sections

NO.	DATE	BY	REVISIONS
1	8/27/21	ADO	APPROVED FOR CONSTRUCTION

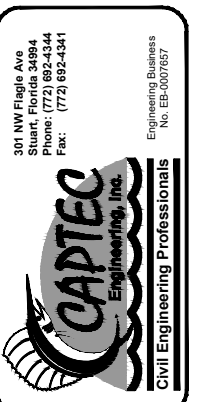
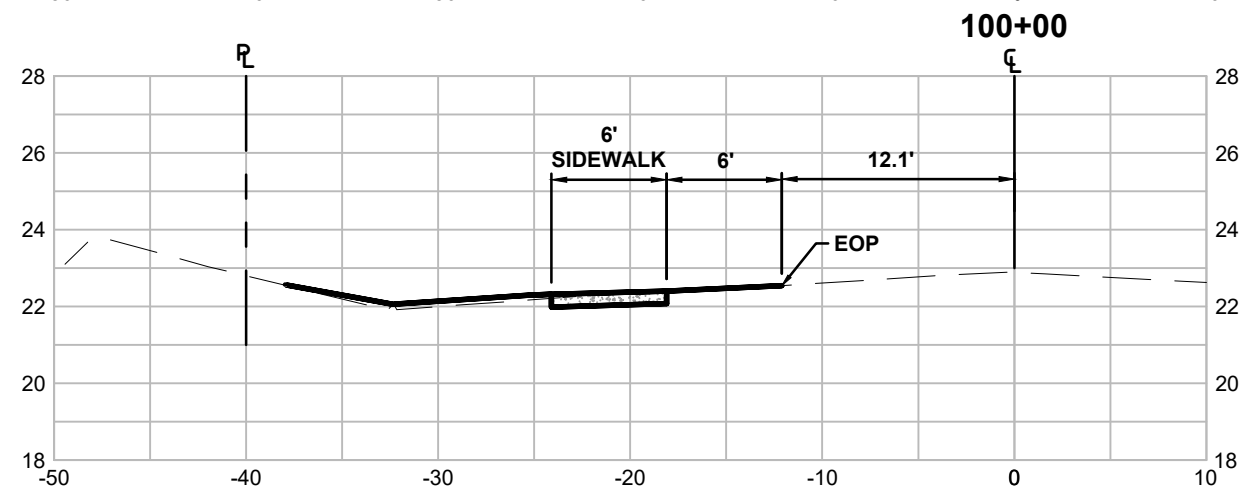
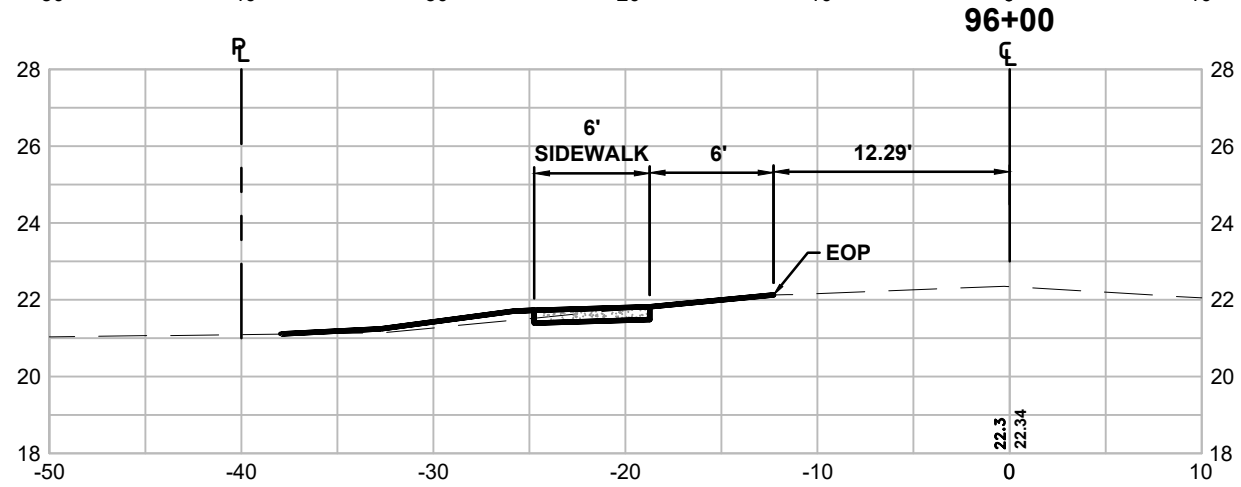
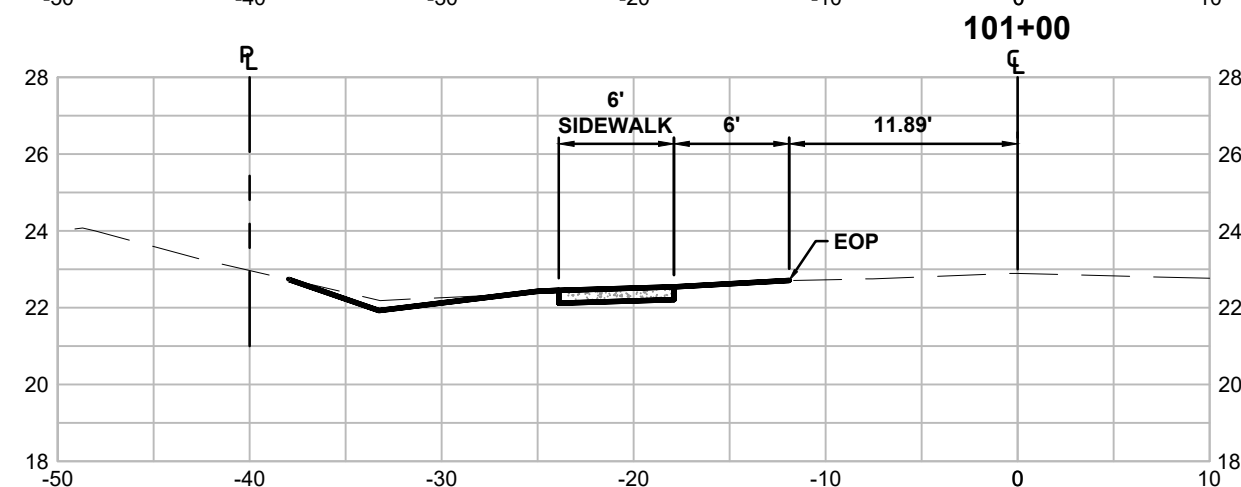
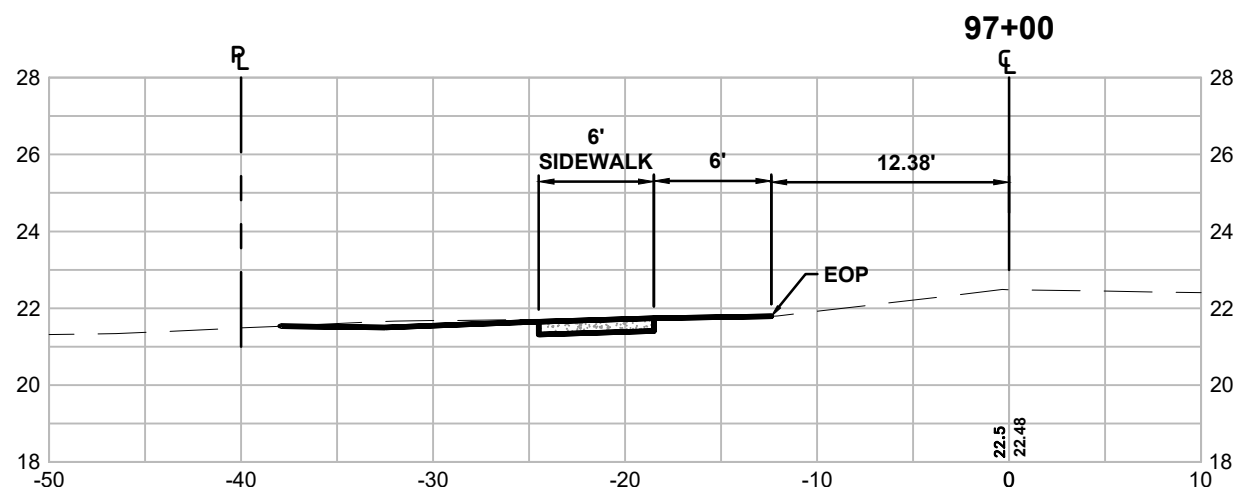
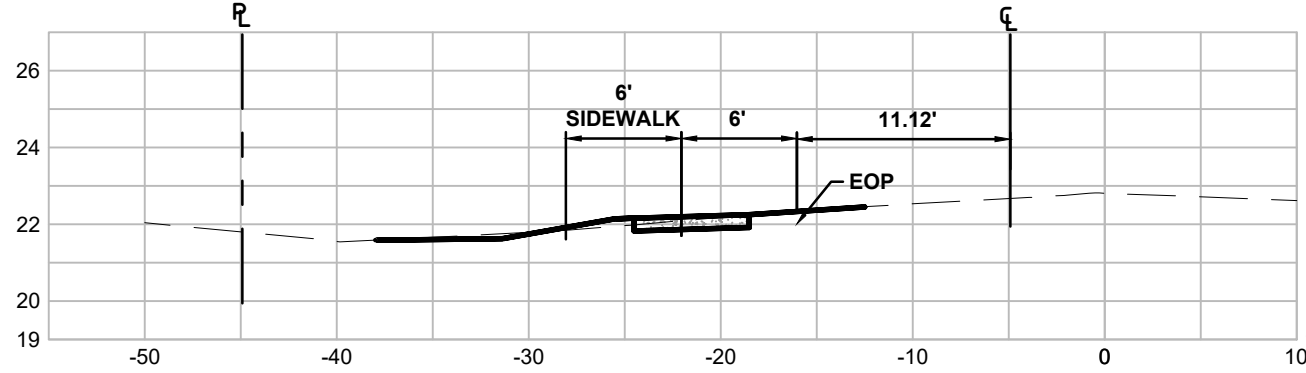
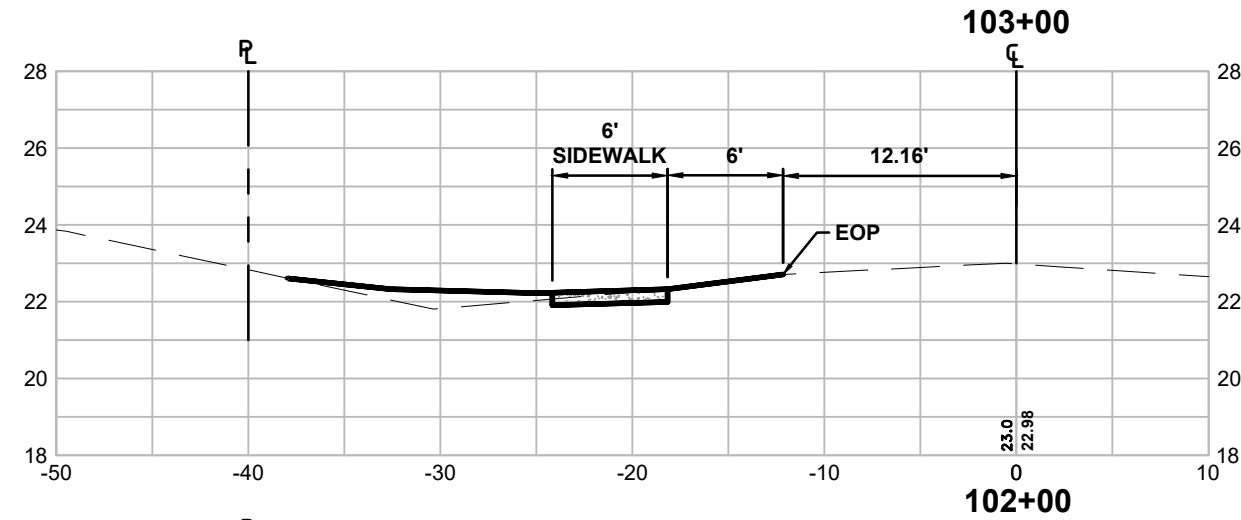
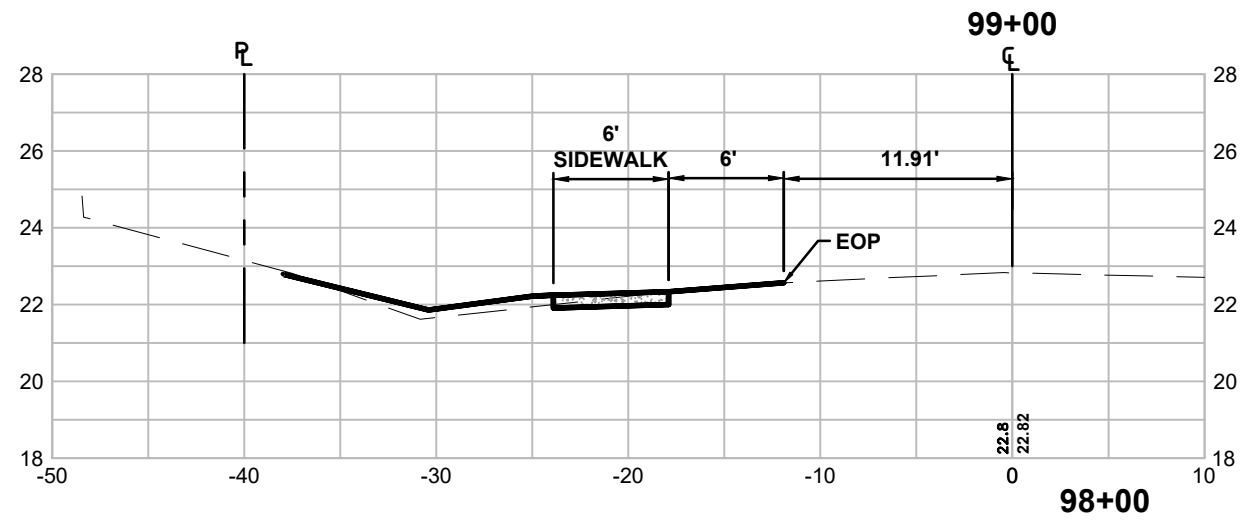
SCALE VERIFICATION
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 SOLID BAR IS EQUAL TO HALF AN INCH ON ORIGINAL DRAWING. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

**S.W. IMPORT DRIVE
 SIDEWALK DESIGN (PHASE 2)**
 CITY OF PORT ST. LUCIE, FLORIDA

CROSS SECTIONS

Joseph W. Capra
 301 NW Flagler Ave
 Stuart, Florida 34994
 P.E. No. 37638

Printed Date:



DATE:	8/27/21
DRAWN BY:	MDR
DESIGNED BY:	ADO
CHECKED BY:	JWC
PROJECT NO.:	1813.19
HORIZ. SCALE:	1" = 2'
VERT. SCALE:	1" = 10'
CADD FILE:	\$Sections

NO.	DATE	BY	REVISIONS
1	8/27/21	ADO	APPROVED FOR CONSTRUCTION

SCALE VERIFICATION

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SOLID BAR IS EQUAL TO HALF AN INCH ON ORIGINAL DRAWING. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY.

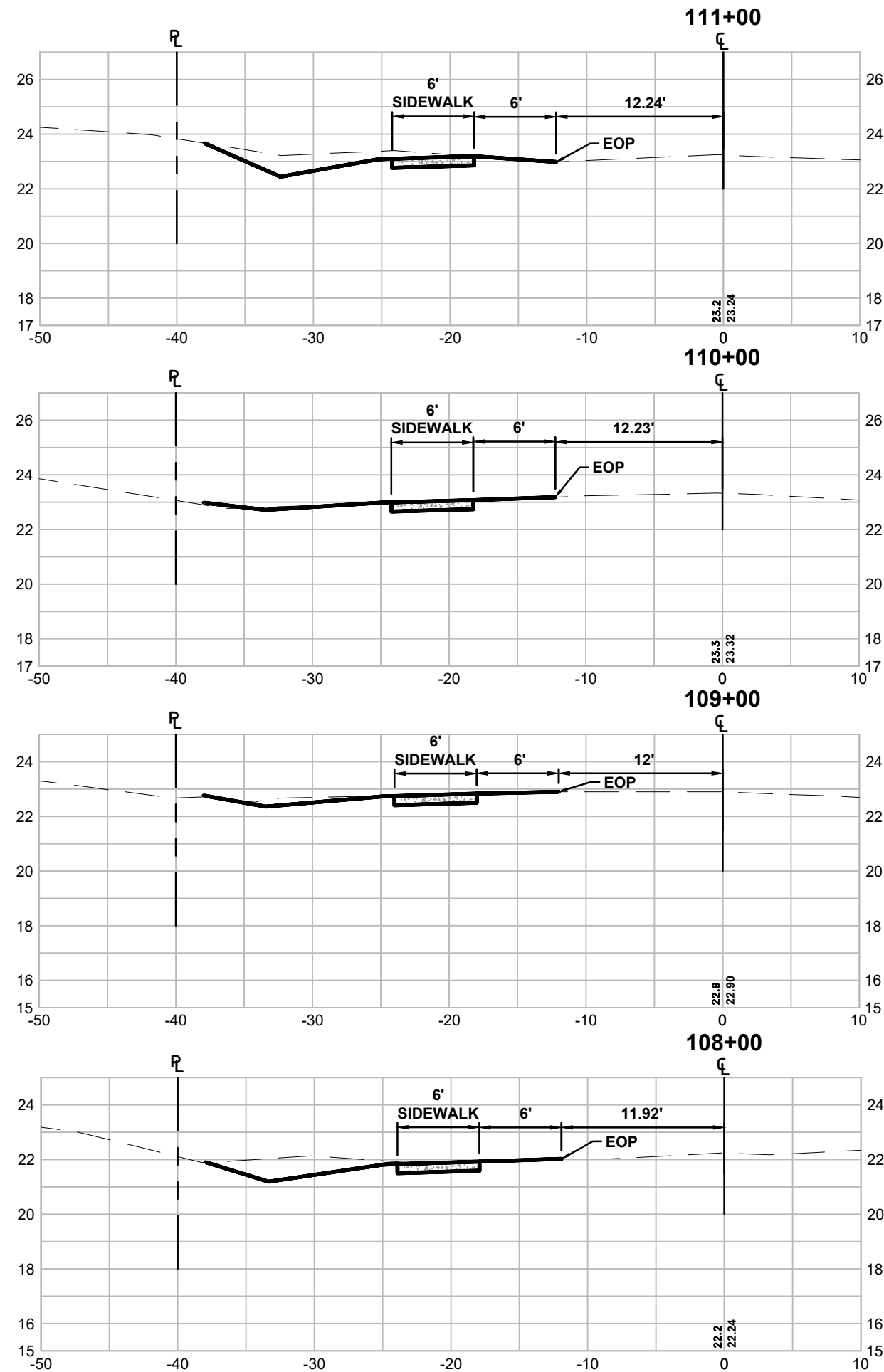
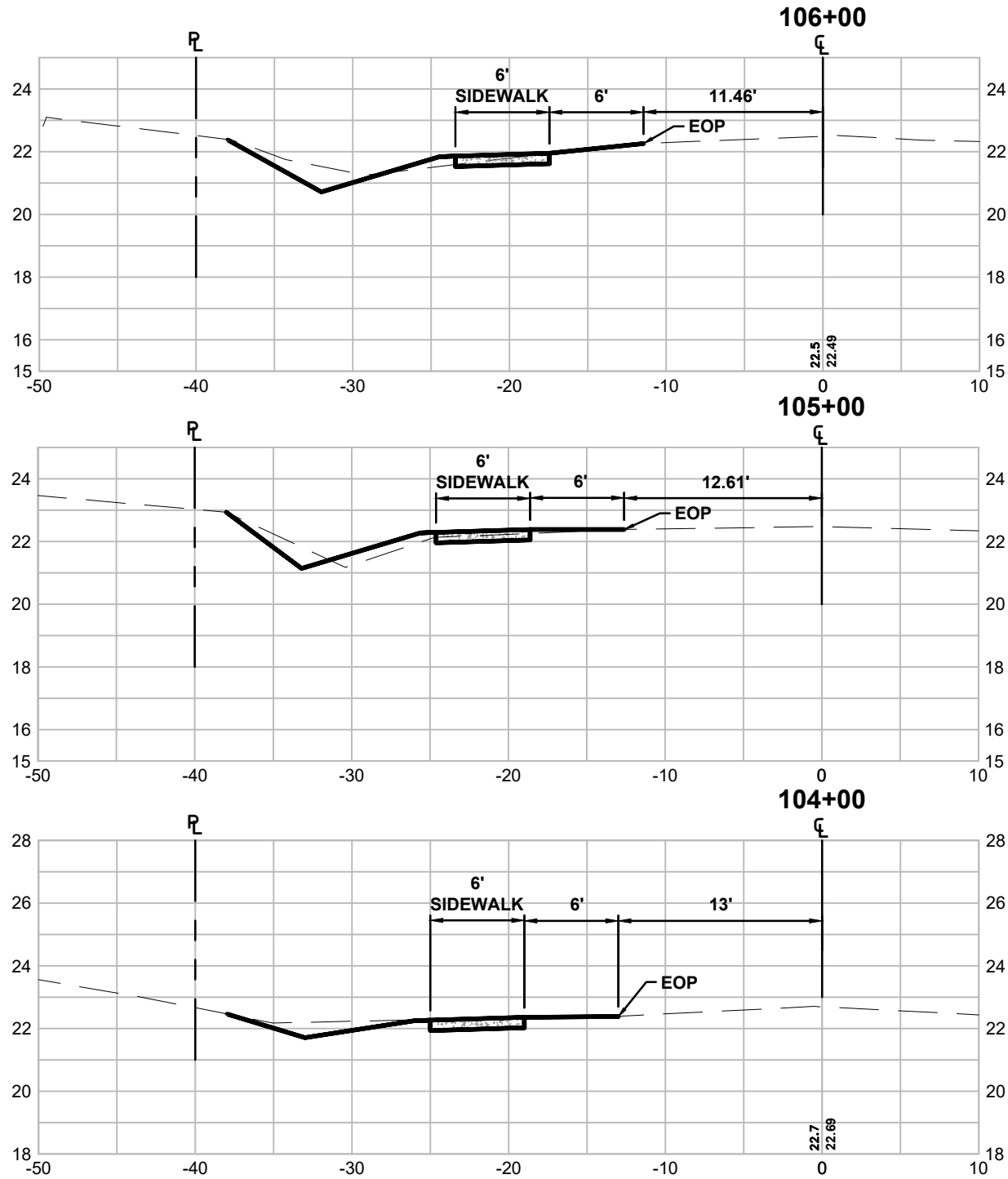
**S.W. IMPORT DRIVE
SIDEWALK DESIGN (PHASE 2)**
CITY OF PORT ST. LUCIE, FLORIDA

CROSS SECTIONS

Joseph W. Capra
301 NW Flagler Ave
Stuart, Florida 34994
P.E. No. 37638

Printed Date:

JOB No.: 1813.19
SHEET
29 OF 46



DATE: 8/27/21

DRAWN BY: MDR
 DESIGNED BY: ADO
 CHECKED BY: JWC
 PROJECT NO.: 1813.19
 HORIZ. SCALE: 1" = 2'
 VERT. SCALE: 1" = 10'
 CADD FILE: \$Sections

NO.	DATE	BY	REVISIONS
1	8/27/21	ADO	APPROVED FOR CONSTRUCTION

SCALE VERIFICATION
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 SOLID BAR IS EQUAL TO HALF AN INCH ON ORIGINAL DRAWING. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

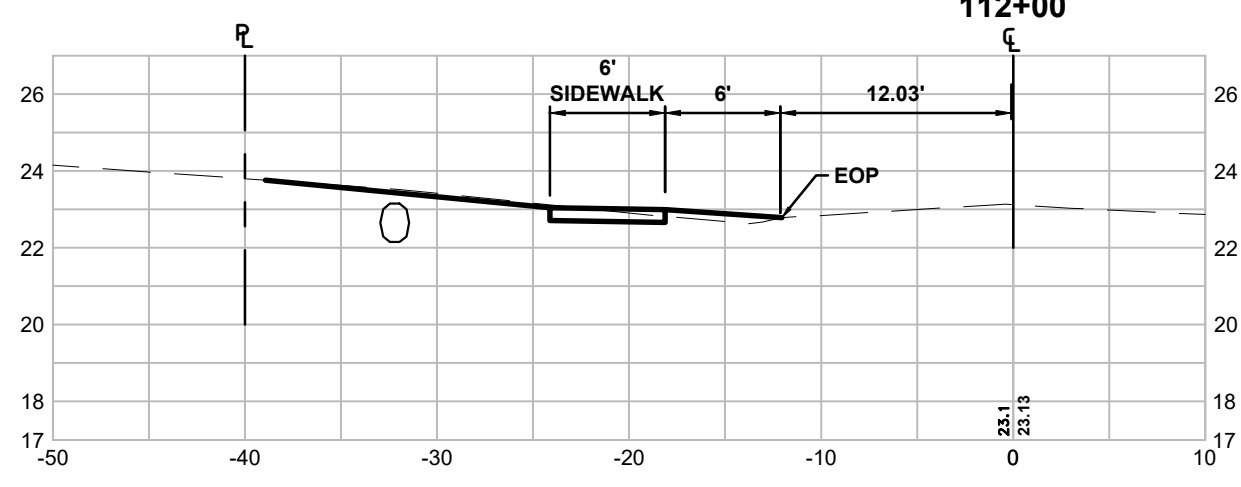
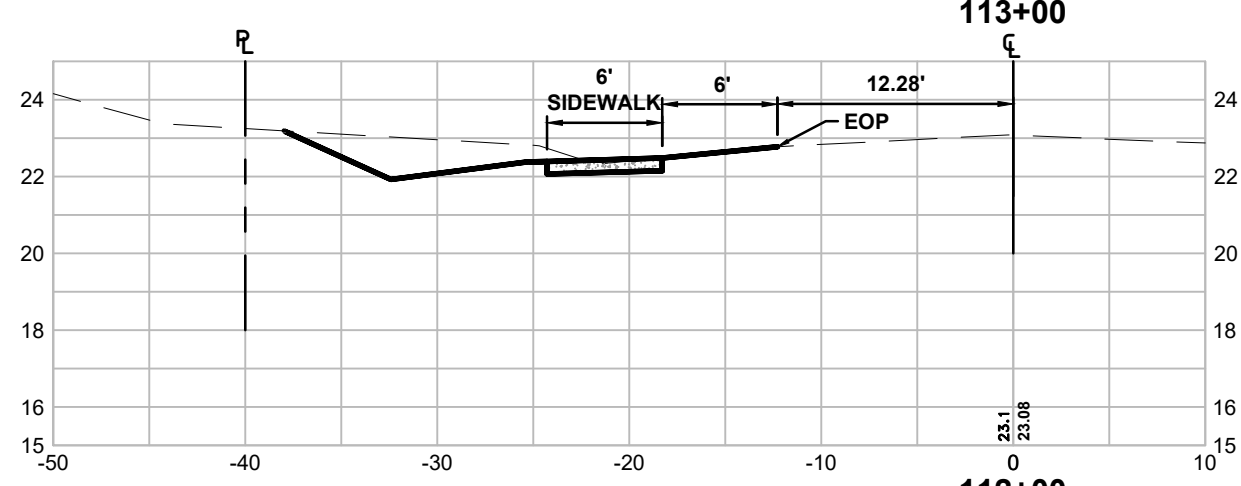
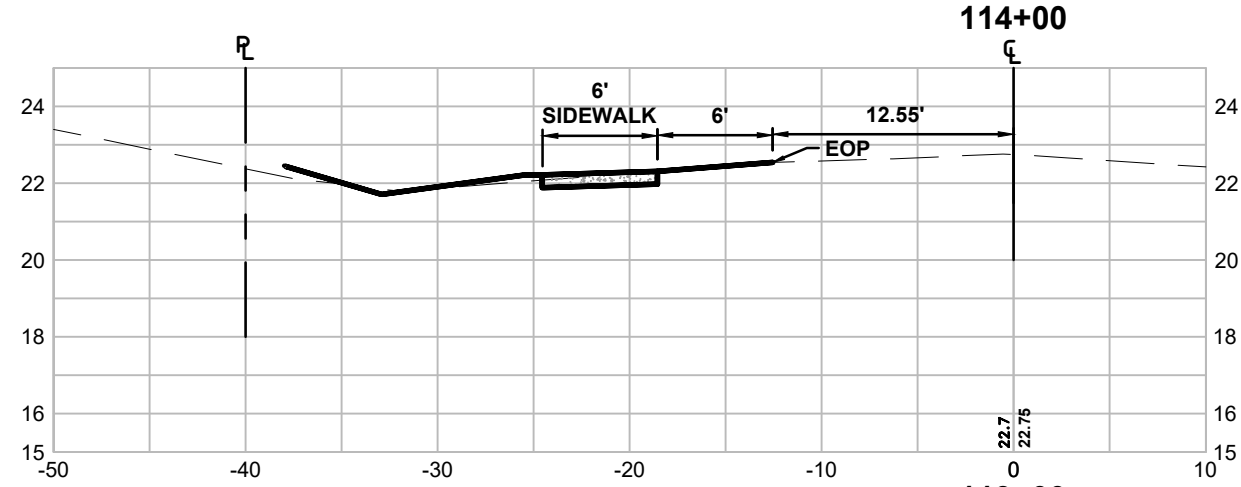
**S.W. IMPORT DRIVE
 SIDEWALK DESIGN (PHASE 2)**
 CITY OF PORT ST. LUCIE, FLORIDA

CROSS SECTIONS

Joseph W. Capra
 301 NW Flagler Ave
 Stuart, Florida 34994
 P.E. No. 37638

Printed Date:

JOB No.: 1813.19
 SHEET
 30 OF 46



DATE:	8/27/21
DRAWN BY:	MDR
DESIGNED BY:	ADD
CHECKED BY:	JWC
PROJECT No.:	1813.19
HORIZ SCALE:	1" = 2'
VERT. SCALE:	1" = 10'
CADD FILE:	\$Sections

NO.	DATE	BY	REVISIONS
1	8/27/21	ADD	APPROVED FOR CONSTRUCTION

SCALE VERIFICATION

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Stuart, Florida 34994
P.E. No. 37638

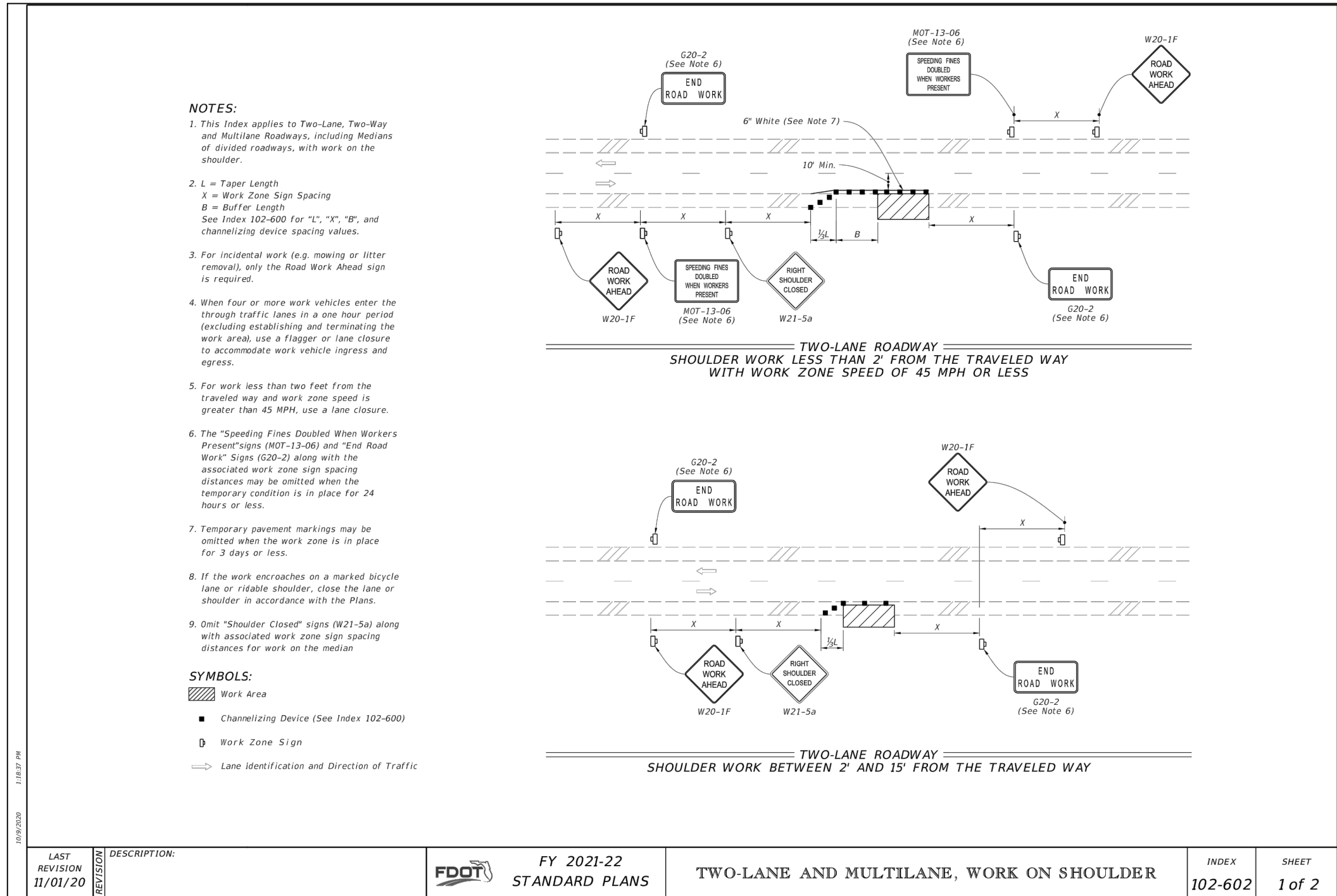
Printed Date:

JOB No.: **1813.19**
SHEET
31 OF **46**

TRAFFIC CONTROL PLAN - GENERAL NOTES:

1. ALL EXISTING PAVEMENT MARKINGS AND REFLECTIVE PAVEMENT MARKERS WHICH ARE DISTURBED OR REMOVED DUE TO TEMPORARY DETOURS AND/OR CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR IN ACCORDANCE WITH FDOT DESIGN STANDARDS, INDEX 17346 AND 17352 AT NO ADDITIONAL COST TO THE CONTRACT.
2. WRITTEN NOTIFICATION TO CITY OF PORT ST. LUCIE PUBLIC WORKS DEPARTMENT OF PROPOSED LANE CLOSURE OR TEMPORARY DETOURS SHALL BE ACCOMPLISHED 30 WORKING DAYS IN ADVANCE OF CLOSURE OR DETOUR. TWO WEEKS BEFORE LANE CLOSURES, THE CONTRACTOR SHALL THEN CONTACT:

CITY OF PORT ST. LUCIE PUBLIC WORKS DEPARTMENT
121 SW PORT ST. LUCIE BLVD.
PORT ST. LUCIE, FL 34984
PHONE: (772) 871-5177
3. LANE CLOSURE MAY BE REQUIRED AT CERTAIN TIMES TO ALLOW FOR CONCRETE TRUCKS, BULLDOZERS AND GRADING EQUIPMENT PICKING UP AND DROPPING OFF MATERIALS AS THEY ACCESS THE ROADSIDE SIDEWALK PROJECT (FLAGGING AND PROPER MOT PROCEDURES SHALL BE FOLLOWED). LANE CLOSURE ALSO WILL ALSO BE REQUIRED FOR DRAINAGE CULVERT REPLACEMENTS THAT MAY REQUIRE ROAD DETOURS. LANE CLOSURE AND DETOURS SHALL BE COORDINATED WITH SPECIAL EVENTS AND HOLIDAYS WHICH WOULD IMPACT TRAFFIC FLOW. ARROW PANELS SHALL BE PROVIDED BY THE CONTRACTOR AS REQUIRED AT NO ADDITIONAL COST FOR LANE CLOSURE.
4. THE PROVISIONS FOR TRAFFIC DISRUPTIONS WHICH ARE NOT ANTICIPATED IN THE TRAFFIC CONTROL PLAN, BUT WHICH ARE NECESSARY TO CONSTRUCT THE PROJECT, SHALL BE SUBMITTED IN WRITING TO THE ENGINEER AND APPROVAL SHALL BE OBTAINED 30 DAYS PRIOR TO THE COMMENCEMENT OF WORK. SUBMITTAL MATERIALS SHALL INCLUDE SKETCHES, CALCULATIONS, AND OTHER DATA REQUIRES BY THE ENGINEER.
5. TRAFFIC CONDITIONS, ACCIDENTS AND OTHER UNFORESEEN EMERGENCY CONDITIONS MAY REQUIRE THE CITY OF PORT ST. LUCIE TRAFFIC OPERATIONS ENGINEER TO MODIFY CHANNELIZATION. THE CONTRACTOR SHALL MAKE THE NECESSARY ADJUSTMENTS AS DIRECTED BY THE TRAFFIC OPERATIONS ENGINEER WITHOUT DELAY.
6. THE CONTRACTOR SHALL COORDINATE ALL TEMPORARY DRIVEWAYS AND SIDE STREET CLOSURES WITH BUSINESS AND PROPERTY OWNERS. ACCESS TO ADJACENT BUSINESSES AND PROPERTIES SHALL BE MAINTAINED AT ALL TIMES. TEMPORARY DRIVEWAY CONNECTIONS MAY BE CONSTRUCTED USING RAP (RECYCLED ASPHALT PAVEMENT) MATERIAL.
7. THE LENGTH OF OPEN TRENCH SHALL NOT EXCEED 450 FEET. ALL TRENCHES SHALL BE BACKFILLED COMPLETELY TO PROVIDE SAFE CROSSING AT PROPERTY ACCESS POINTS BY THE END OF EACH WORK DAY OR WHENEVER THE WORK ZONE BECOMES INACTIVE.
8. THE CONTRACTOR SHALL MAINTAIN DRAINAGE DURING CONSTRUCTION AT ALL TIMES BY USING EXISTING, PROPOSED AND TEMPORARY DRAINAGE SYSTEMS. THE COST OF FLUSHING, INSTALLING AND REMOVAL OF THE TEMPORARY DRAINAGE SYSTEMS SHALL BE INCLUDED IN THE PAY ITEM NO. 102-1, MAINTENANCE OF TRAFFIC.
9. THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE UTILITY COMPANY FORTY-EIGHT (48) HOURS IN ADVANCE OF ANY EXCAVATION INVOLVING UTILITY SO THAT A COMPANY REPRESENTATIVE CAN BE PRESENT. THE LOCATION OF THE UTILITIES SHOWN IN THE PLANS ARE APPROXIMATE ONLY. THE EXACT LOCATION SHALL BE DETERMINED BY THE CONTRACTOR DURING CONSTRUCTION. REFER TO THE GENERAL NOTES ON THE SUMMARY OF PAY ITEMS FOR THE APPROPRIATE UTILITY CONTACT INFORMATION.
10. THE CONTRACTOR SHALL PLACE VIDEO MESSAGE BOARDS IN COMPLIANCE WITH FDOT 2021 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION SECTION 990-3 PRIOR TO CONSTRUCTION AND TO ACCOMMODATE ANY SHIFTS OR CHANGES IN TRAFFIC PATTERNS.



301 NW Flagler Ave
Stuart, Florida 34994
Phone: (772) 692-4444
Fax: (772) 692-4941

CAPTEC
Engineering, Inc.
Civil Engineering Professionals

Engineering Business
No. E6007657

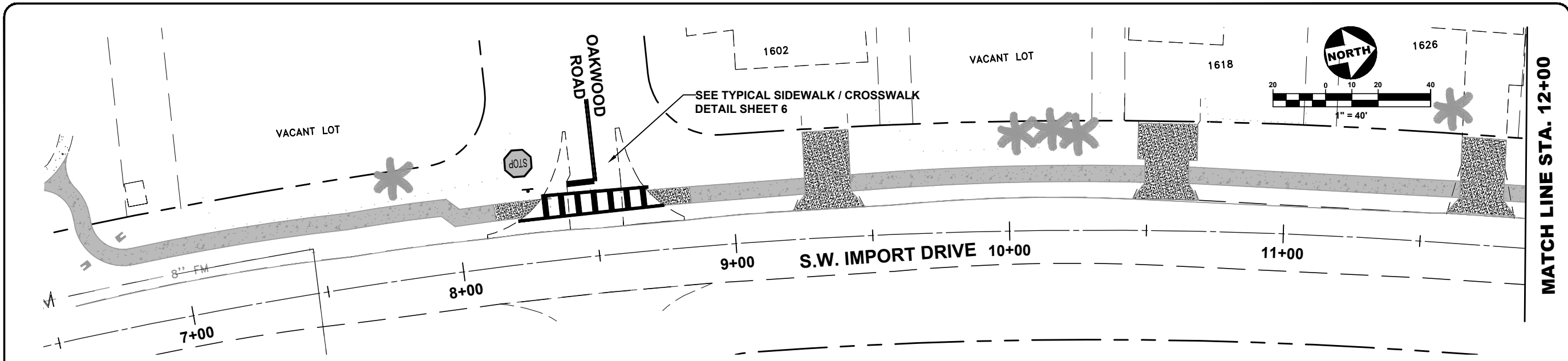
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DRAWN BY: MDR
DESIGNED BY: ADD
CHECKED BY: JWC
PROJECT NO.: 1813.19
HORIZ. SCALE: N.T.S.
VERT. SCALE: N/A
CADD FILE: Typ. Sec.

S.W. IMPORT DRIVE
SIDEWALK DESIGN
CITY OF PORT ST. LUCIE, FLORIDA
TRAFFIC CONTROL PLAN
GENERAL NOTES

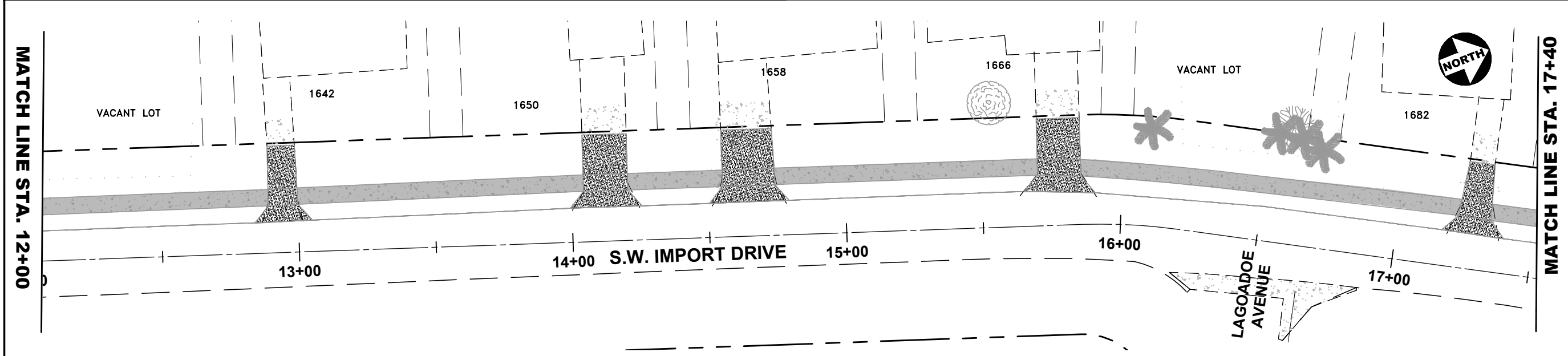
Joseph W. Capra
301 NW Flagler Ave
Stuart, Florida 34994
P.E. No. 37638

Printed Date:

JOB No.: 1813.19
SHEET
32 OF 46

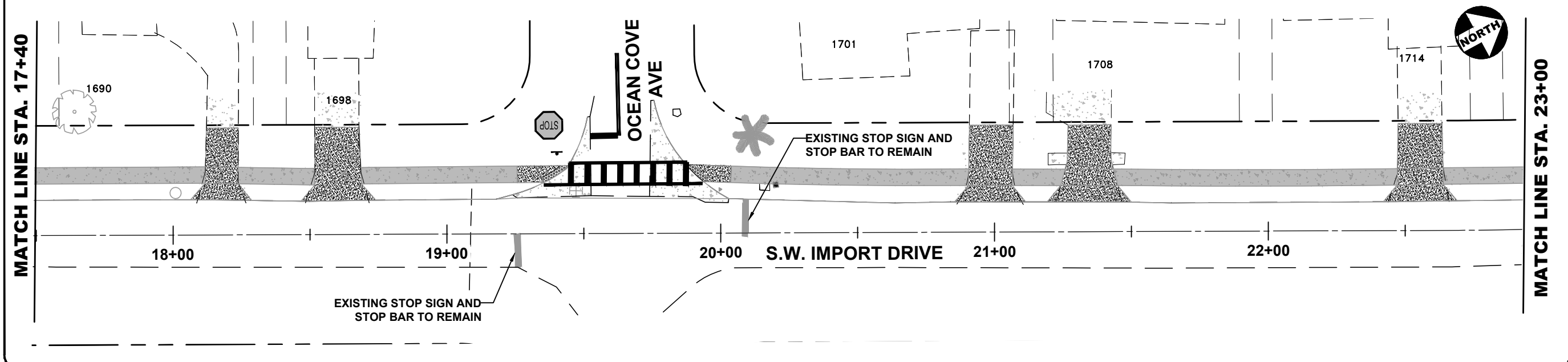


MATCH LINE STA. 12+00



MATCH LINE STA. 12+00

MATCH LINE STA. 17+00



MATCH LINE STA. 17+00

MATCH LINE STA. 23+00

301 NW Flagler Ave
 Stuart, FL 34994
 Phone: (772) 892-4344
 Fax: (772) 892-4341

Engineering Business
 No. EB-0007657
 Civil Engineering Professionals

DATE:	8/27/21
DRAWN BY:	JTC
DESIGNED BY:	ADD
CHECKED BY:	JWC
PROJECT No.:	1813.19
HORIZ. SCALE:	1" = 40'
VERT. SCALE:	N/A
CADD FILE:	88888

NO.	DATE	BY	REVISIONS
1	8/27/21	ADD	APPROVED FOR CONSTRUCTION

SCALE	0.5
VERIFICATION	0
SOLID BAR IS EQUAL TO HALF AN INCH ON ORIGINAL DRAWING. ADJUSTED DIMENSIONS ACCORDINGLY	

**S.W. IMPORT DRIVE
 SIDEWALK DESIGN**
 CITY OF PORT ST. LUCIE, FLORIDA

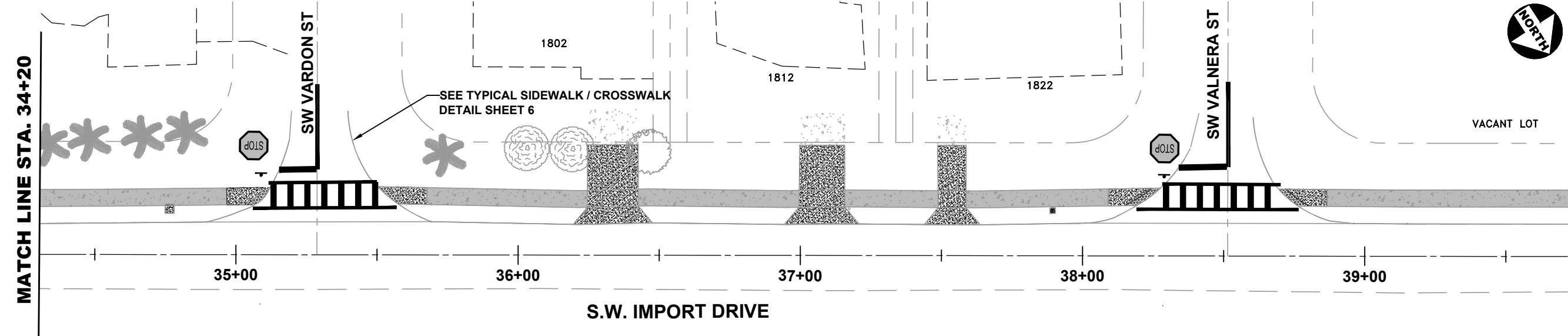
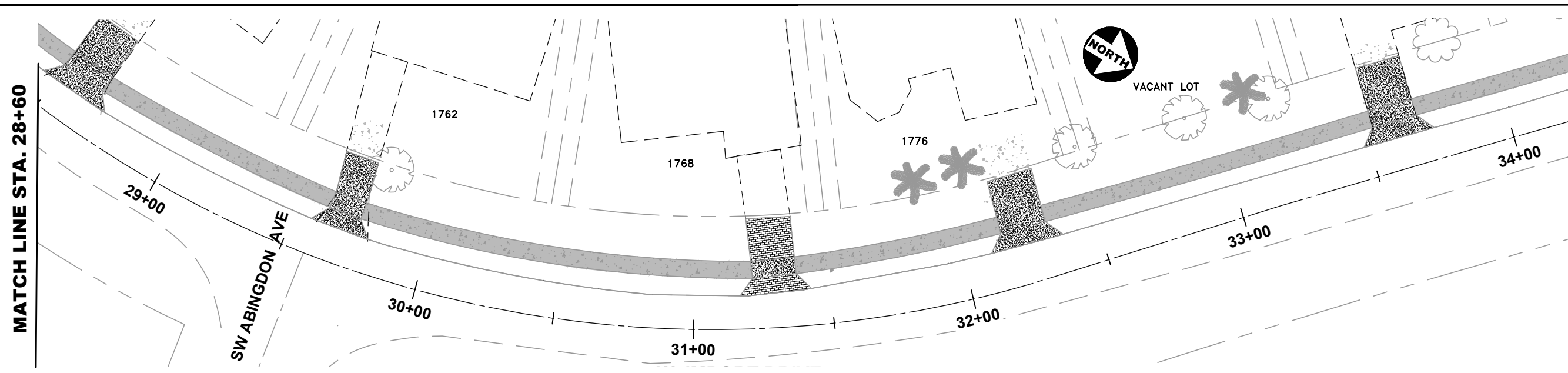
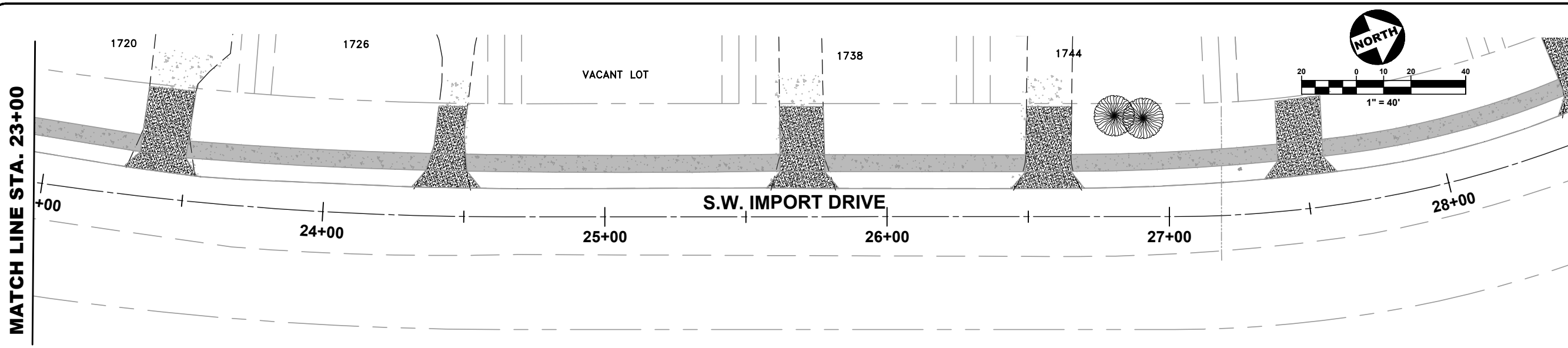
**SIGNING AND PAVEMENT
 MARKING PLAN**

Joseph W. Capra
 301 NW Flagler Ave.
 Stuart, Florida 34994
 P.E. No. 37638

Printed Date:

JOB No.: 1813.19
 SHEET
 33 OF 46

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MATCH LINE STA. 23+00
 MATCH LINE STA. 28+60
 MATCH LINE STA. 34+20
 MATCH LINE STA. 40+00

CAPTEC
 Engineering, Inc.
 CIVIL Engineering Professionals
 No. EB-000167

301 NW Flagler Ave
 Stuart, Florida 34984
 Phone: (772) 692-4344
 Fax: (772) 692-4341

DATE: 8/27/21
 DRAWN BY: JTC
 DESIGNED BY: ADD
 CHECKED BY: JWC
 PROJECT No.: 1813.19
 HORZ. SCALE: 1" = 40'
 VERT. SCALE: N/A
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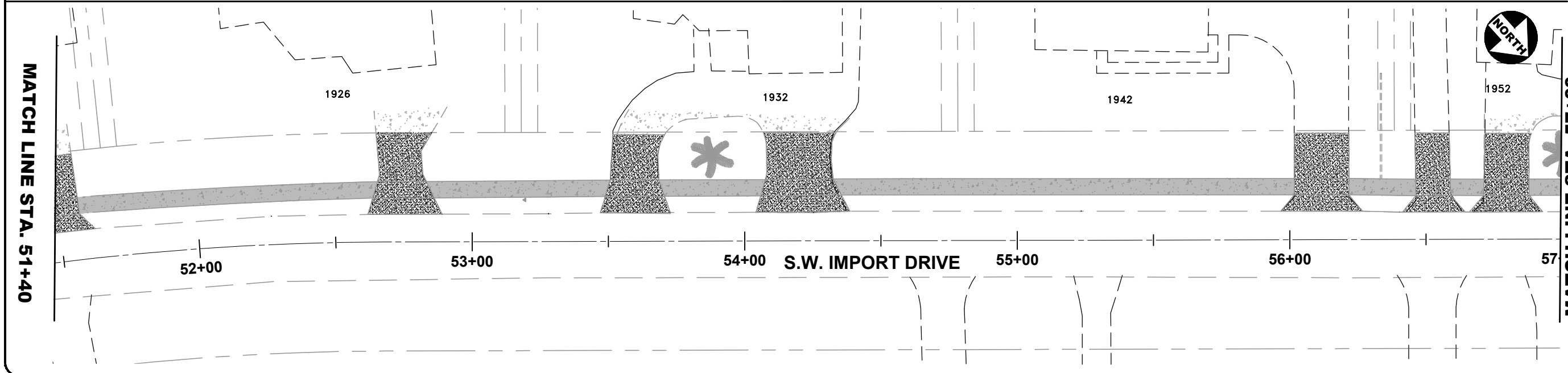
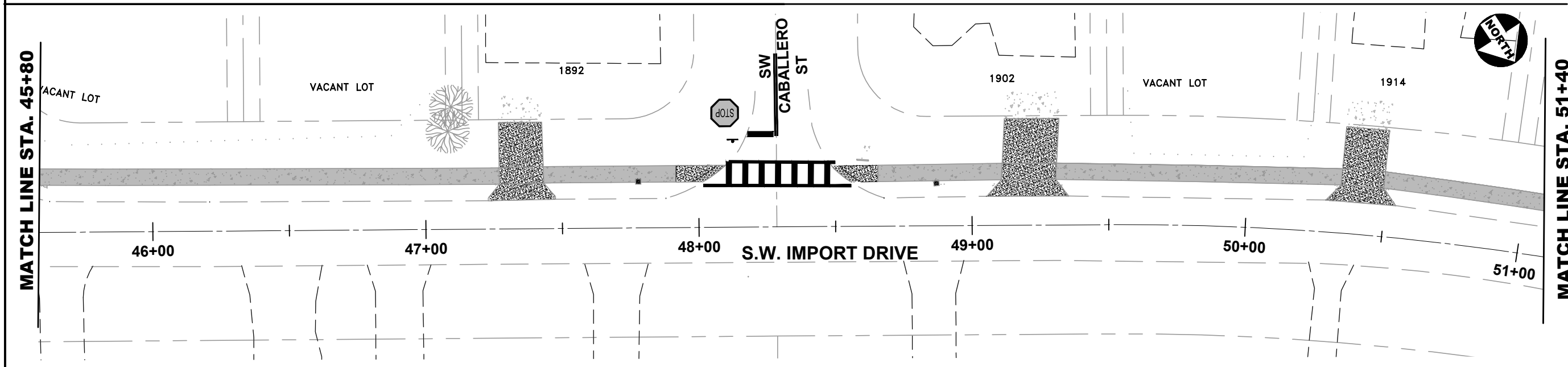
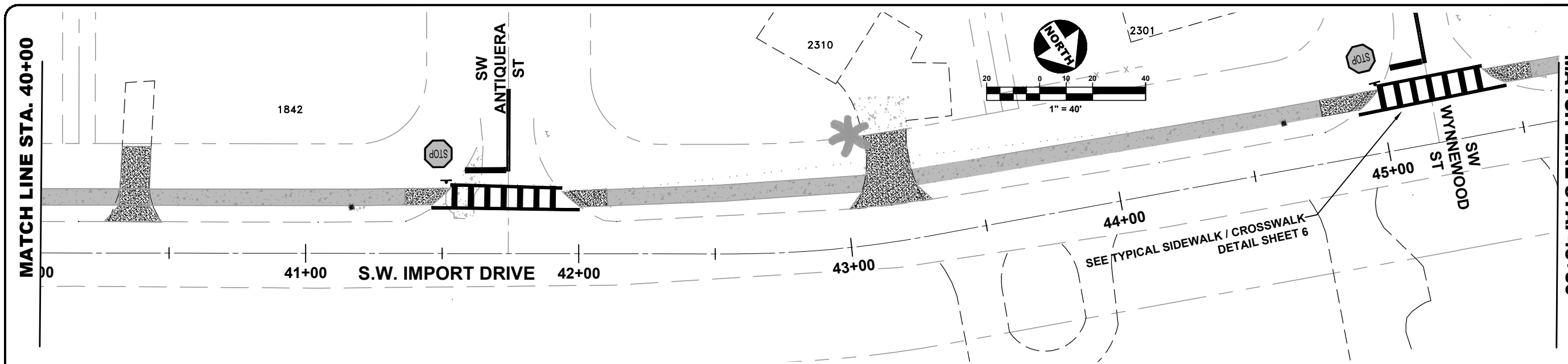
NO.	DATE	BY	REVISIONS
1	8/27/21	ADD	APPROVED FOR CONSTRUCTION

SCALE VERIFICATION
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 SOLID BAR IS EQUAL TO HALF AN INCH ON ORIGINAL DRAWING. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

S.W. IMPORT DRIVE
SIDEWALK DESIGN
 CITY OF PORT ST. LUCIE, FLORIDA
SIGNING AND PAVEMENT MARKING PLAN

Joseph W. Capra
 301 NW Flagler Ave.
 Stuart, Florida 34994
 P.E. No. 37638
 Printed Date:
 JOB No.: **1813.19**
 SHEET
34 OF **46**

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, IS AN INSTRUMENT OF SERVICE. IT IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADOPTION BY CAPTEC ENGINEERING, INC. SHALL BE WITHOUT LIABILITY TO CAPTEC ENGINEERING, INC.



301 NW Flagler Ave
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Phone: (772) 692-4344
Fax: (772) 692-4341

Civil Engineering Professionals
Engineering Business No. EB-007057

DATE:	8/27/21
DRAWN BY:	JTC
DESIGNED BY:	ADO
CHECKED BY:	JWC
PROJECT NO.:	1813.19
HORIZ. SCALE:	1" = 40'
VERT. SCALE:	N/A
CADD FILE:	S849

NO.	DATE	BY	APPROVED FOR CONSTRUCTION	REVISIONS
1	8/27/21	ADO		

SCALE VERIFICATION

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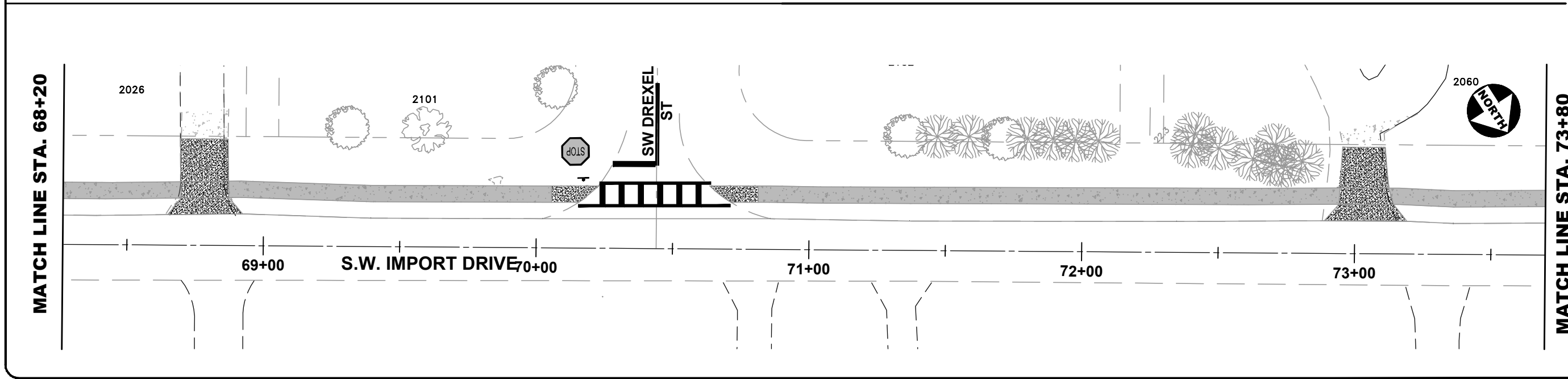
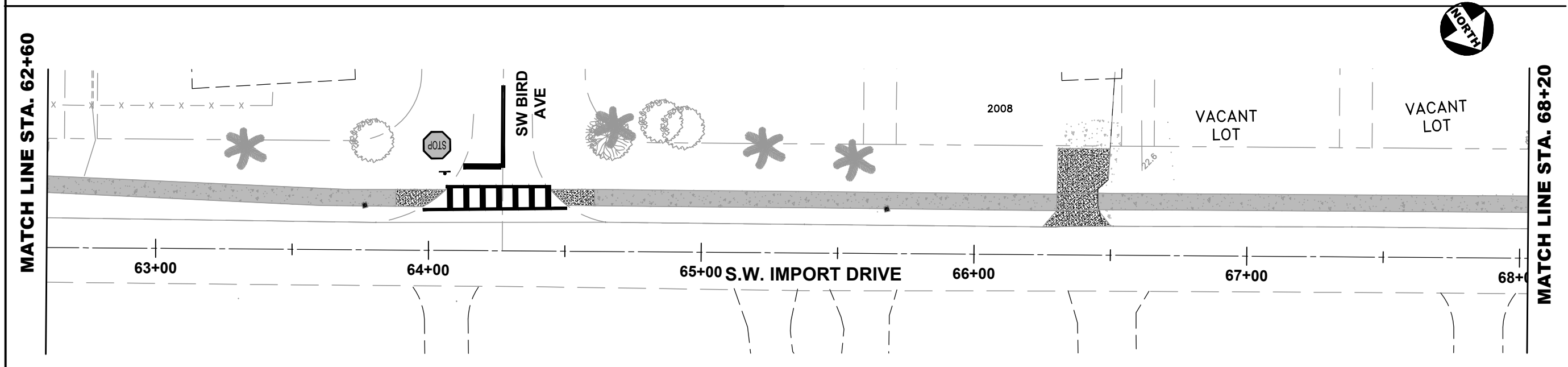
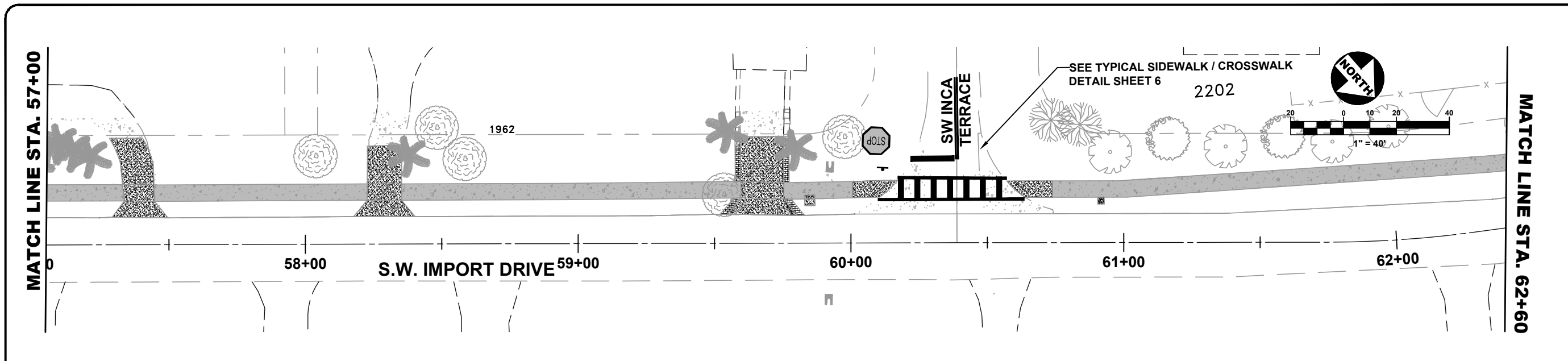
S.W. IMPORT DRIVE SIDEWALK DESIGN
CITY OF PORT ST. LUCIE, FLORIDA

SIGNING AND PAVEMENT MARKING PLAN

Joseph W. Capra
301 NW Flagler Ave.
Stuart, Florida 34994
P.E. No. 37638

Printed Date:
JOB No.: **1813.19**
SHEET
35 OF **46**

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADOPTION BY CAPTEC ENGINEERING, INC. SHALL BE WITHOUT LIABILITY TO CAPTEC ENGINEERING, INC.



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 Fax: (772) 692-4541

CAPTEC
 Engineering, Inc.

Civil Engineering Professionals
 No. EP-00107

DATE:	8/27/21
DRAWN BY:	JTC
DESIGNED BY:	ADD
CHECKED BY:	JWC
PROJECT No.:	1813.19
HORIZ. SCALE:	1" = 40'
VERT. SCALE:	N/A
CADD FILE:	S8.aes

NO.	DATE	BY	REVISIONS
1	8/27/21	ADD	APPROVED FOR CONSTRUCTION

SCALE VERIFICATION
 0 0.5
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**S.W. IMPORT DRIVE
 SIDEWALK DESIGN**
 CITY OF PORT ST. LUCIE, FLORIDA

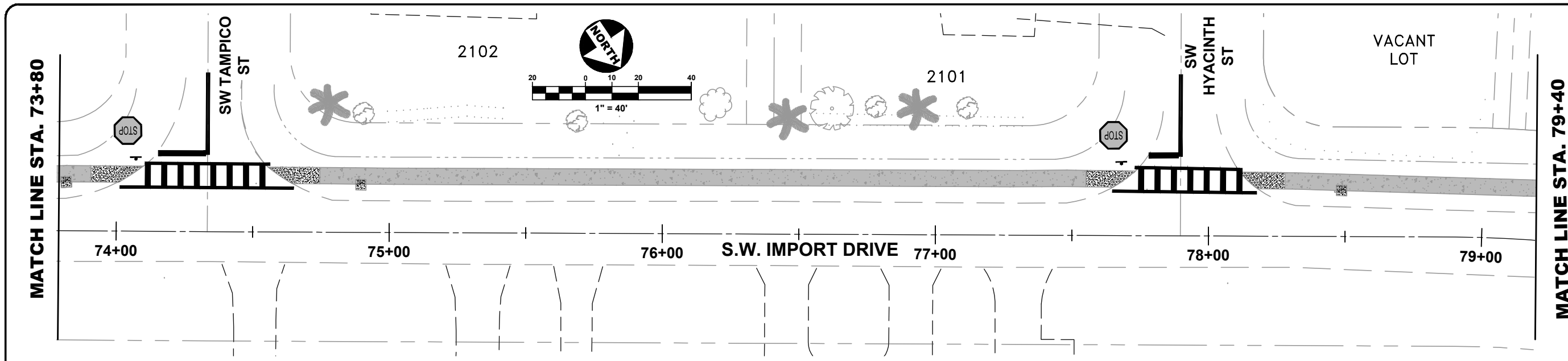
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Joseph W. Capra
 301 NW Flagler Ave.
 Stuart, Florida 34984
 P.E. No. 37638

Printed Date: _____

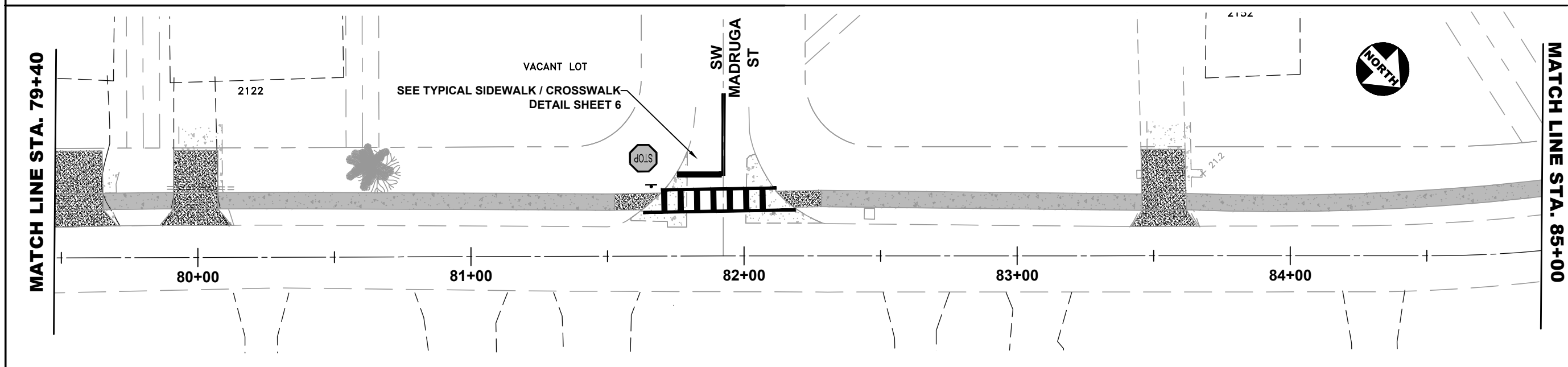
JOB No.: **1813.19**
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36 OF **46**

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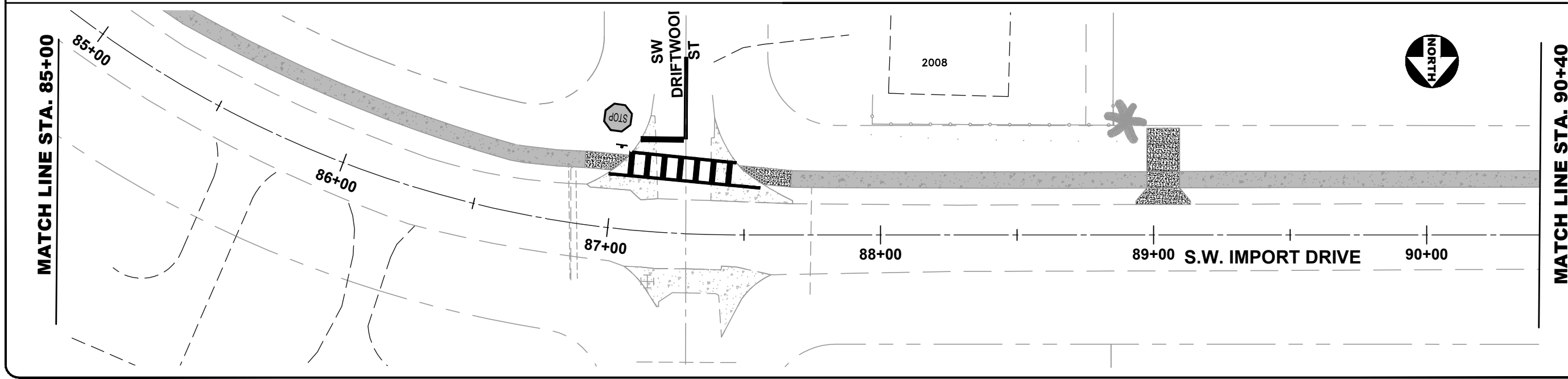
MATCH LINE STA. 73+80

MATCH LINE STA. 79+40



MATCH LINE STA. 79+40

MATCH LINE STA. 85+00



MATCH LINE STA. 85+00

MATCH LINE STA. 90+40

301 NW Flagler Ave
Stuart, Florida 34984
Phone: (772) 692-4344
Fax: (772) 692-4341

Engineering Business
No. EB-007057
Civil Engineering Professionals

DATE:	8/27/21
DRAWN BY:	JTC
DESIGNED BY:	ADD
CHECKED BY:	JWC
PROJECT NO.:	1813.19
HORIZ. SCALE:	1" = 40'
VERT. SCALE:	N/A
CADD FILE:	SB#89

NO.	DATE	BY	REVISIONS
1	8/27/21	ADD	APPROVED FOR CONSTRUCTION

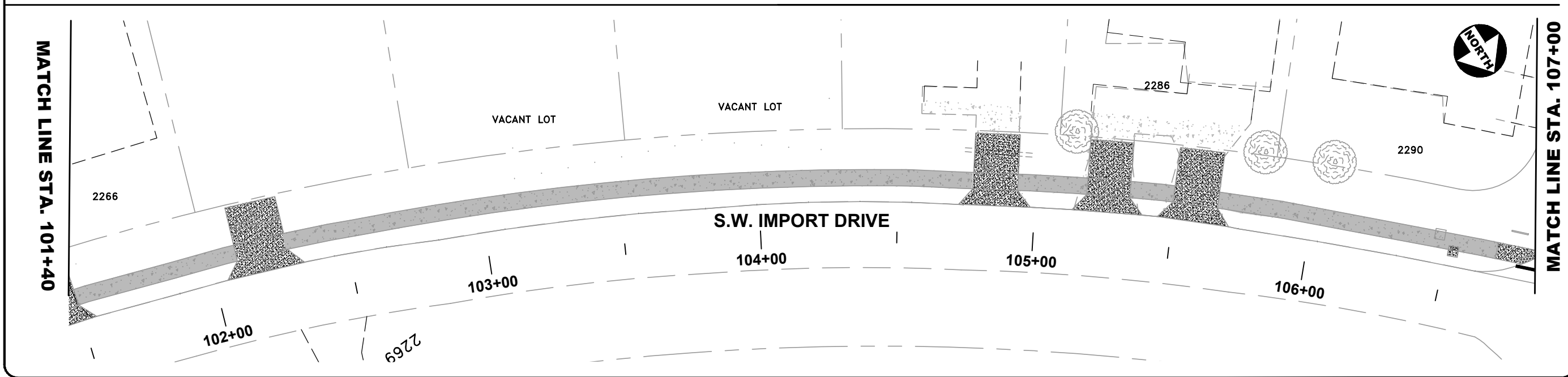
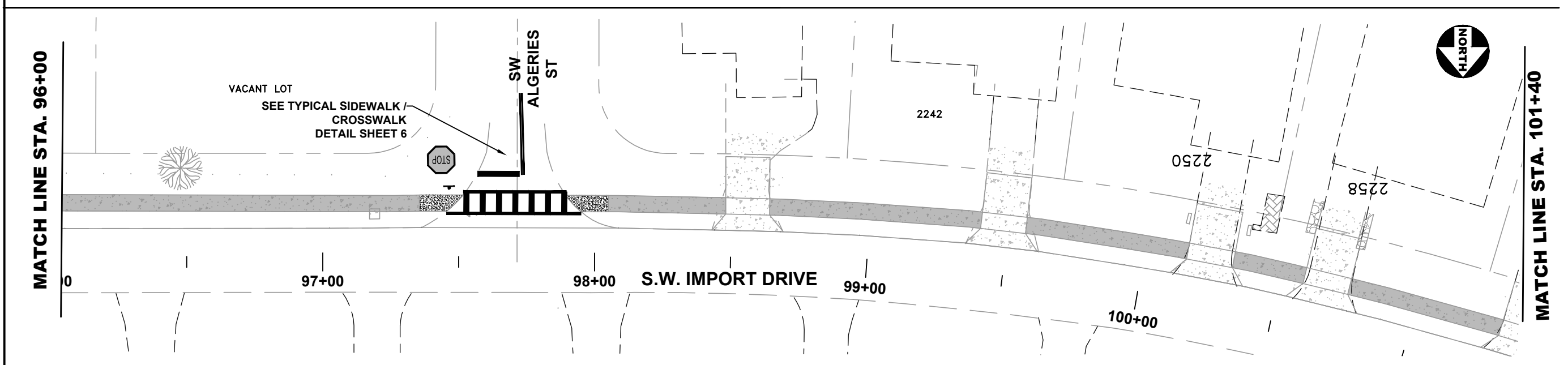
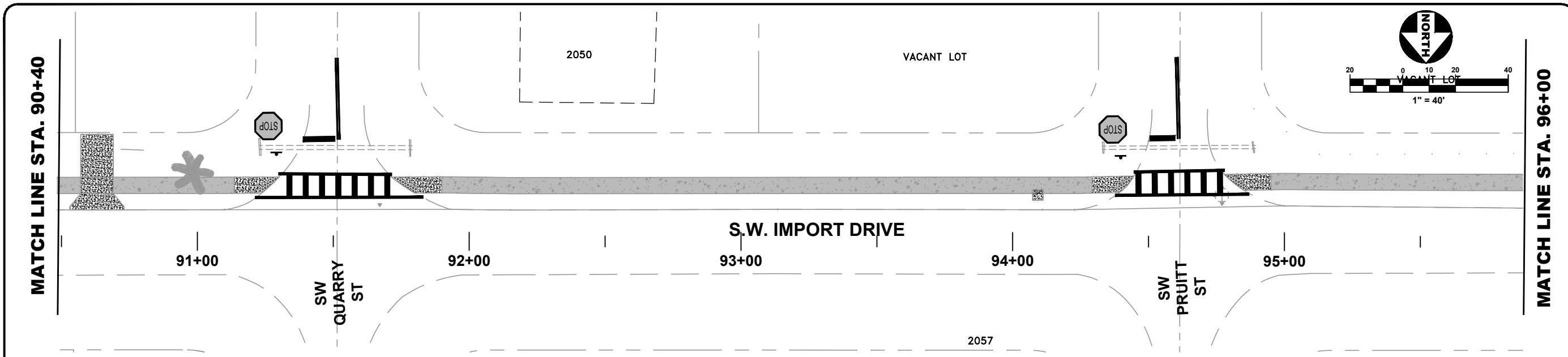
SCALE VERIFICATION
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**S.W. IMPORT DRIVE
SIDEWALK DESIGN**
CITY OF PORT ST. LUCIE, FLORIDA

**SIGNING AND PAVEMENT
MARKING PLAN**

Joseph W. Capra
301 NW Flagler Ave.
Stuart, Florida 34984
P.E. No. 37638

Printed Date:
JOB No.: **1813.19**
SHEET
37 OF **46**



301 NW Flagler Ave
 Stuart, Florida 34994
 Phone: (772) 892-4344
 Fax: (772) 892-4341

Engineering Business
 No. EP-000767
 Civil Engineering Professionals

DATE:	8/27/21
DRAWN BY:	JTC
DESIGNED BY:	ADD
CHECKED BY:	JMC
PROJECT No.:	1813.19
HORIZ. SCALE:	1" = 40'
VERT. SCALE:	N/A
CADD FILE:	S8889

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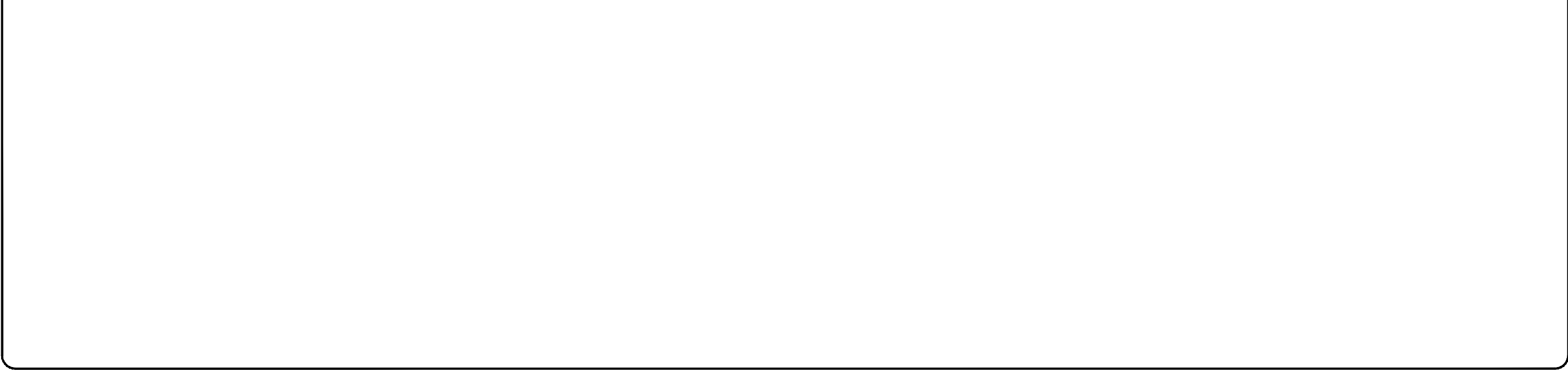
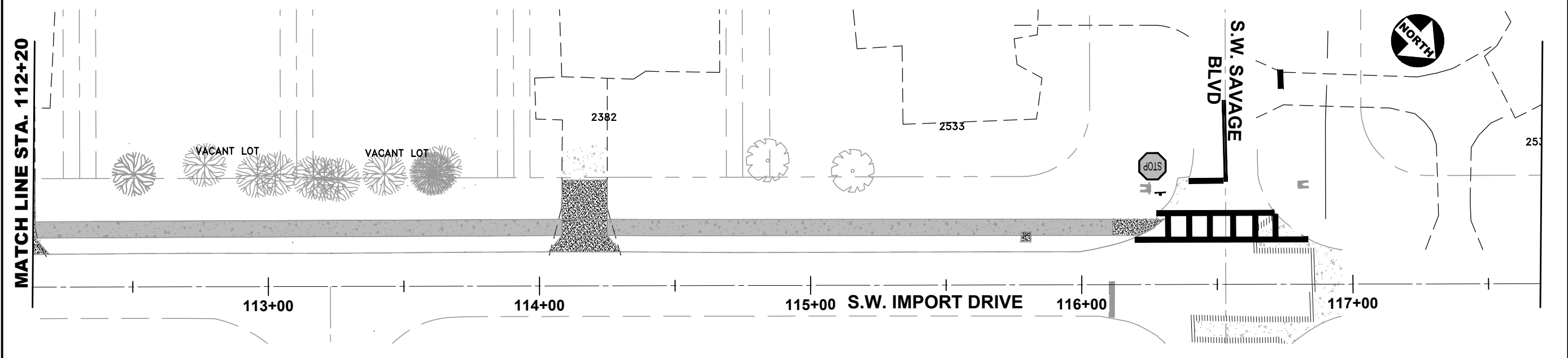
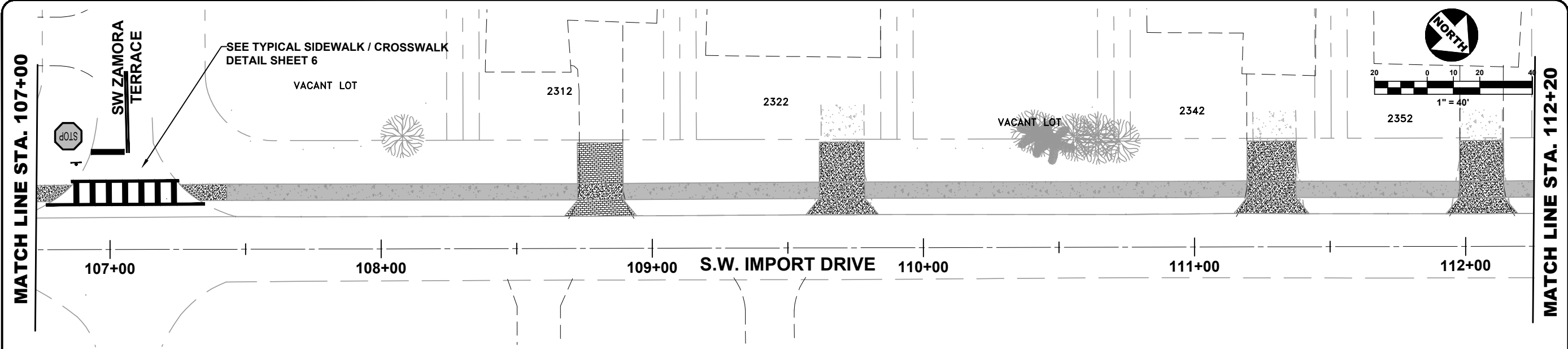
**S.W. IMPORT DRIVE
 SIDEWALK DESIGN**
 CITY OF PORT ST. LUCIE, FLORIDA

SIGNING AND PAVEMENT MARKING PLAN

Joseph W. Capra
 301 NW Flagler Ave.
 Stuart, Florida 34994
 P.E. No. 37638

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JOB No.: **1813.19**
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38 OF **46**



301 NW Flagler Ave.
 Stuart, Florida 3494
 Phone: (772) 892-4344
 Fax: (772) 892-4341

CAPTEC
 Engineering, Inc.
 Civil Engineering Professionals

DATE:	8/27/21
DRAWN BY:	JTC
DESIGNED BY:	ADO
CHECKED BY:	JWC
PROJECT NO.:	1813.19
HORIZ. SCALE:	1" = 40'
VERT. SCALE:	N/A
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 CITY OF PORT ST. LUCIE, FLORIDA

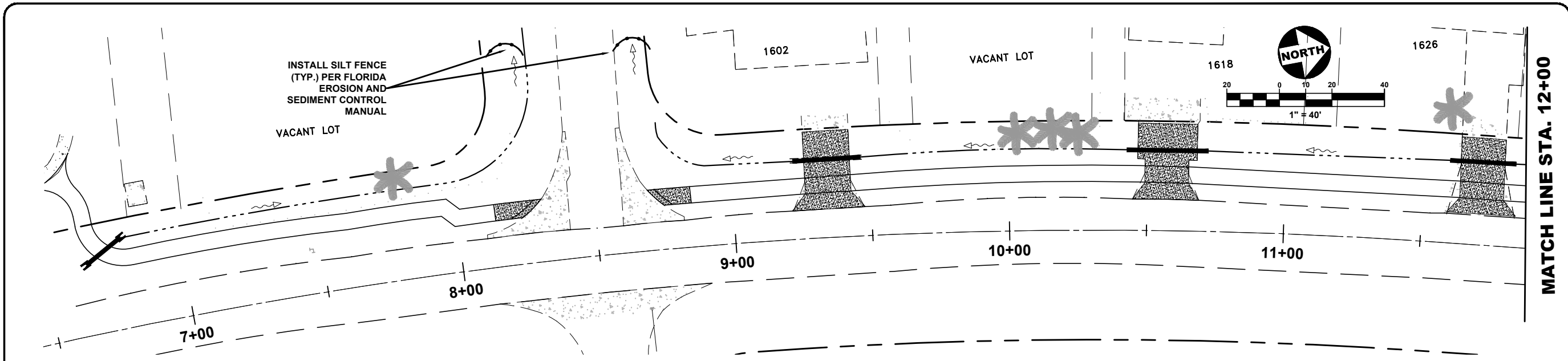
SIGNING AND PAVEMENT MARKING PLAN

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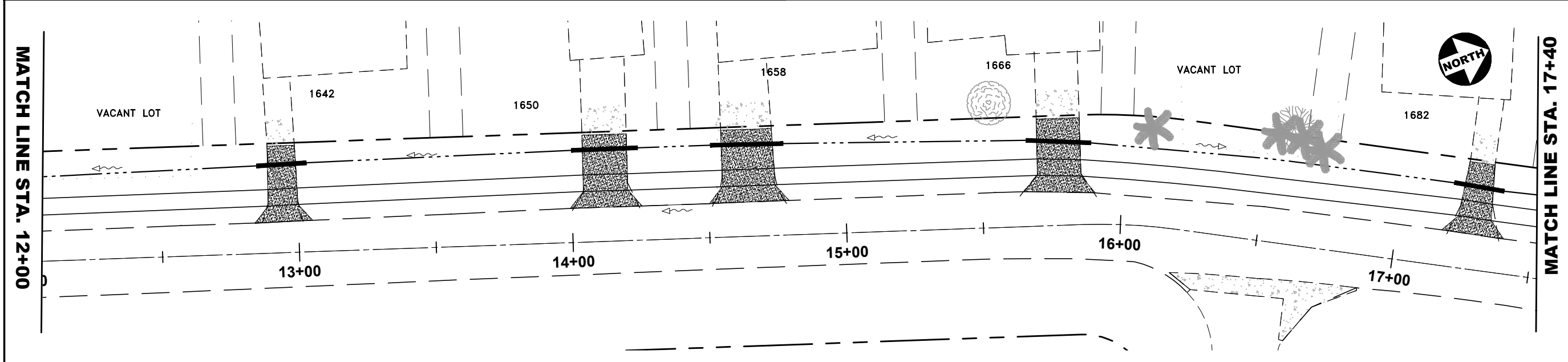
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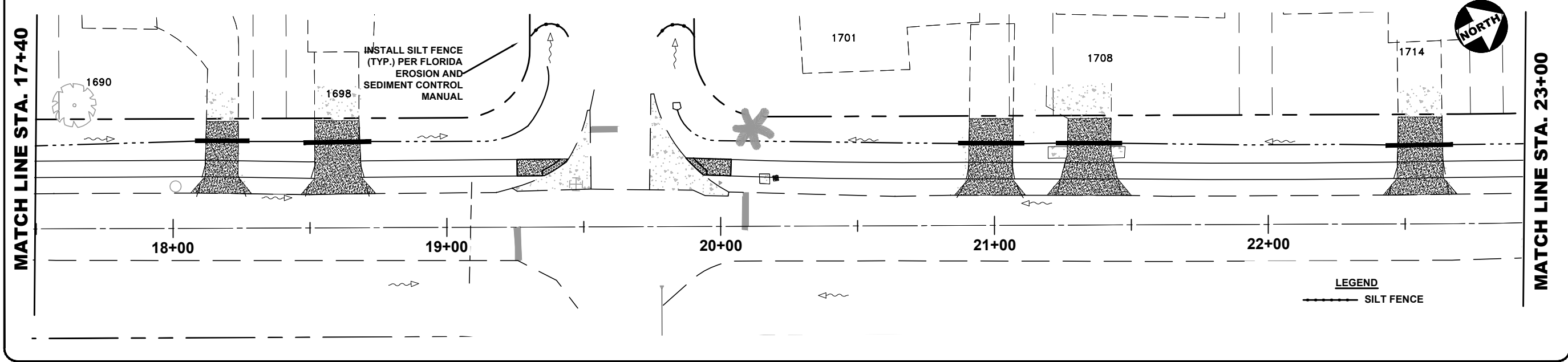


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MATCH LINE STA. 12+00

MATCH LINE STA. 17+00



MATCH LINE STA. 17+00

MATCH LINE STA. 23+00

LEGEND
 SILT FENCE

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 Civil Engineering Professionals

DATE:	8/27/21
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PROJECT No.:	1813.19
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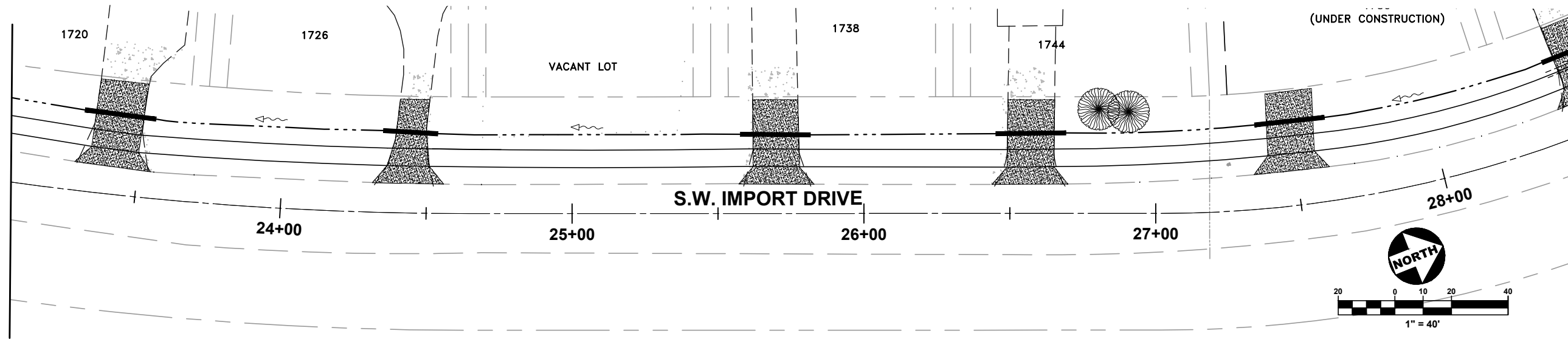
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 CITY OF PORT ST. LUCIE, FLORIDA

**STORMWATER POLLUTION
 PREVENTION PLAN**

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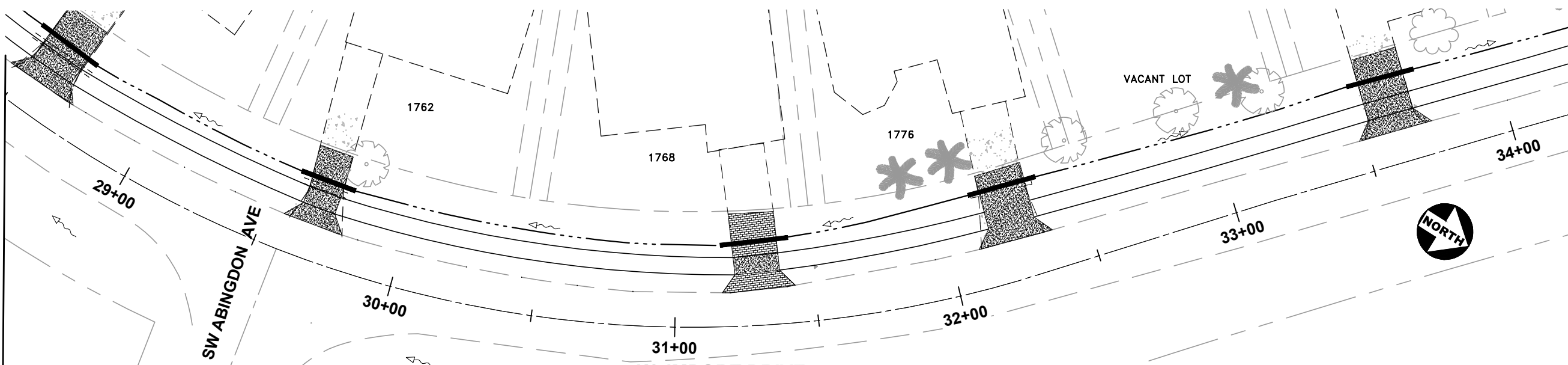
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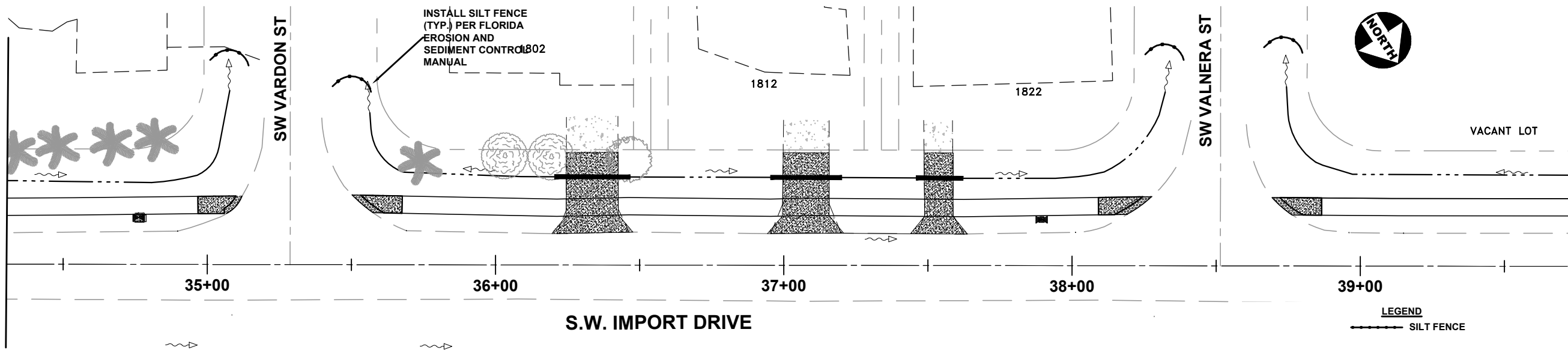
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MATCH LINE STA. 28+60



MATCH LINE STA. 34+20

MATCH LINE STA. 34+20



MATCH LINE STA. 40+00

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No. EB-000167

DATE:	8/27/21
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PROJECT No.:	1813.19
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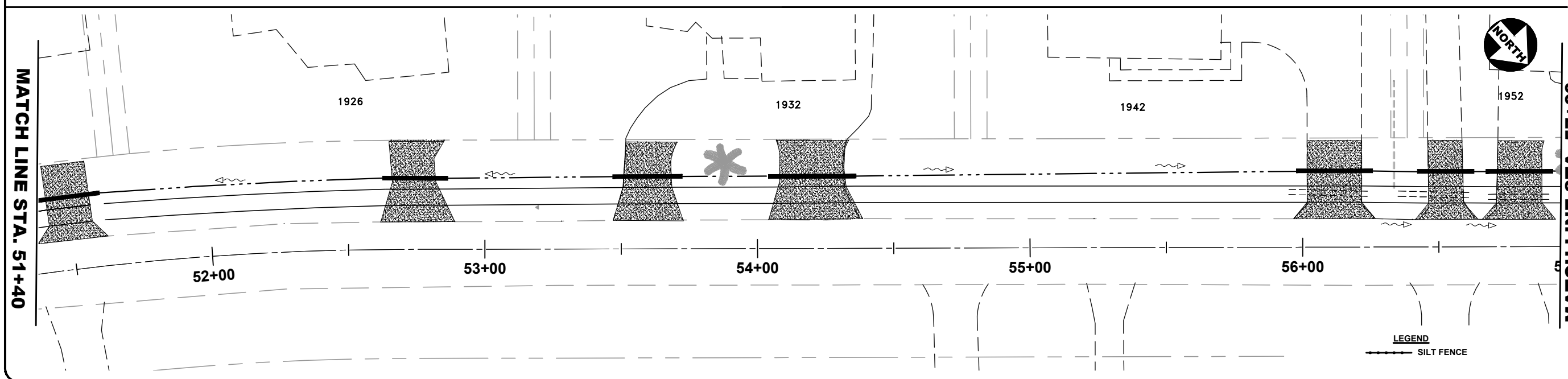
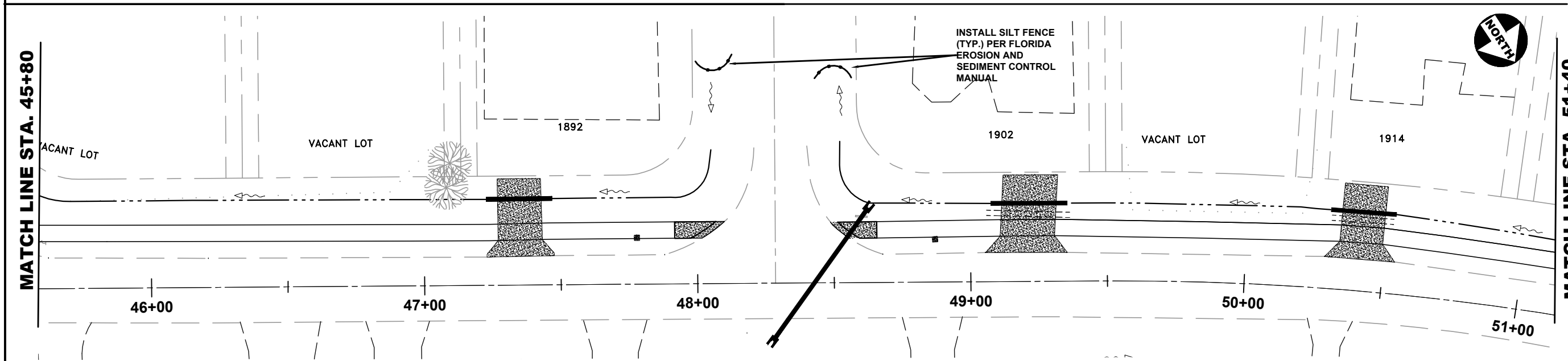
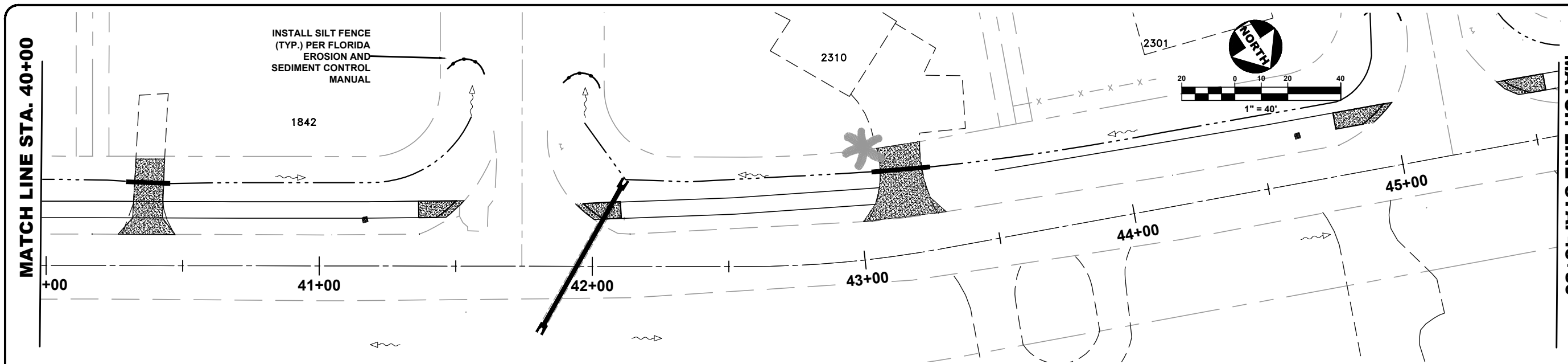
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Civil Engineering Professionals
Engineering Business No. EB-0070167

DATE: 8/27/21

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DESIGNED BY:	ADD
CHECKED BY:	JWC
PROJECT NO.:	1813.19
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VERT. SCALE:	N/A
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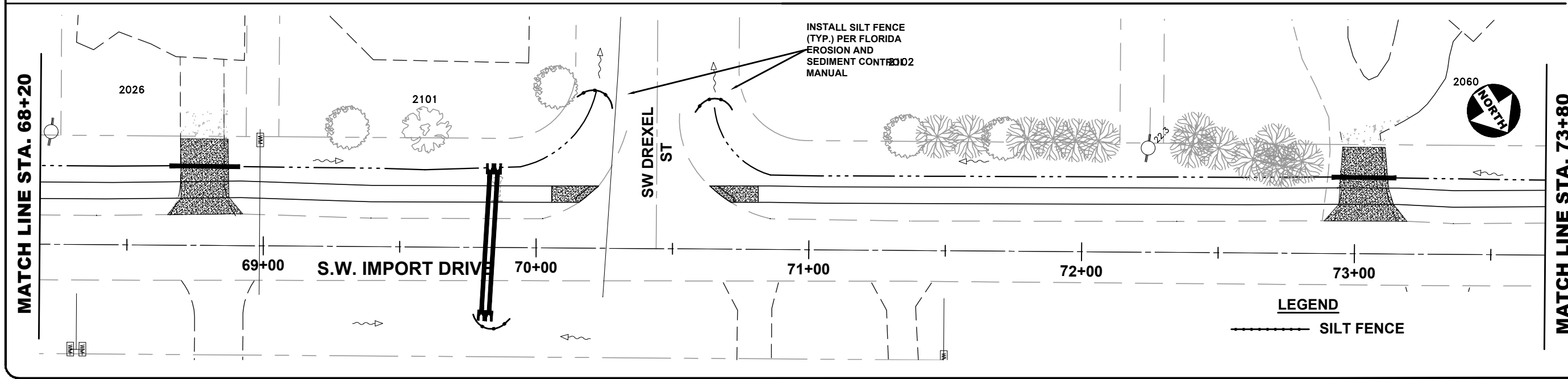
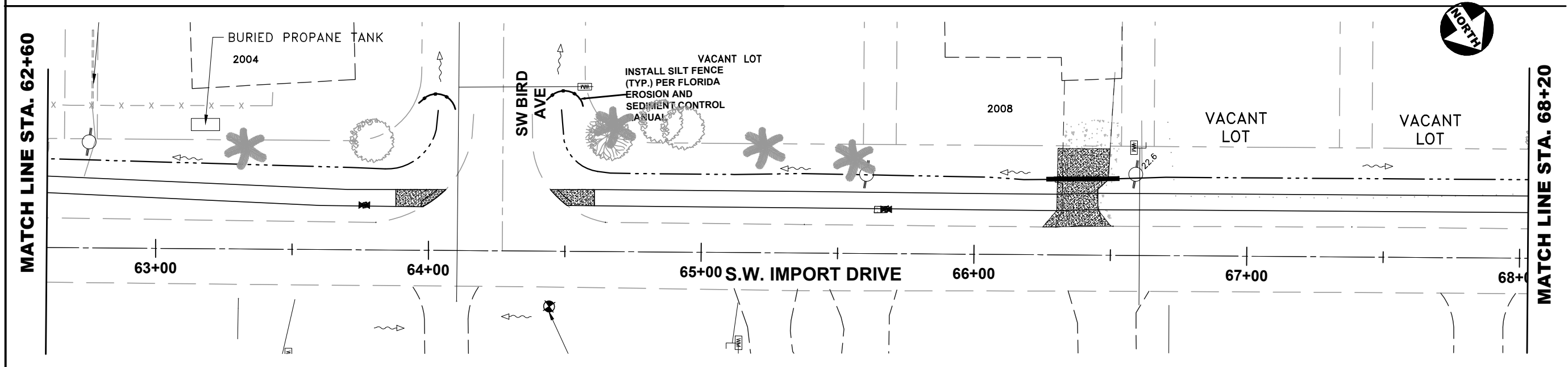
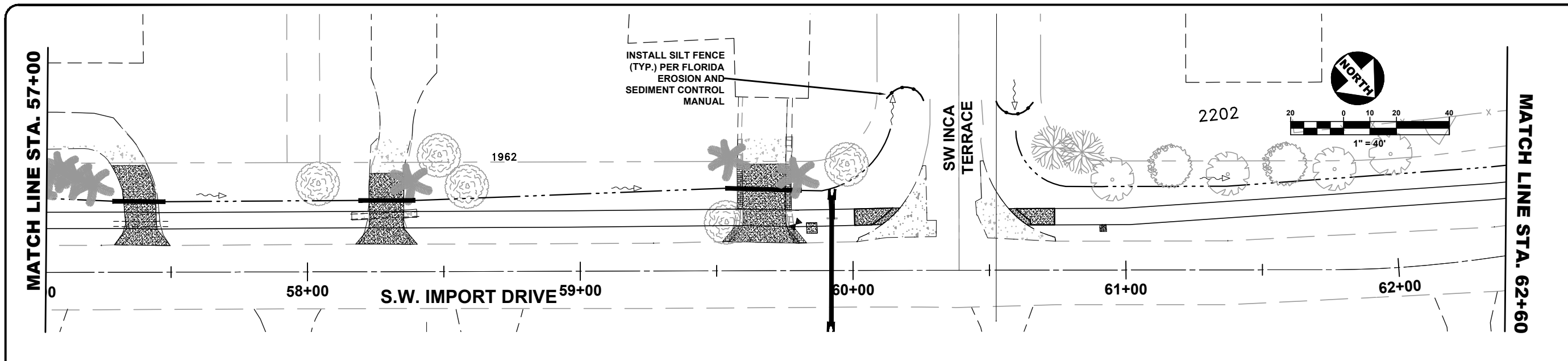
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CAPEC
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 Civil Engineering Professionals

Engineering Business
 No. EB-00107

DATE:	8/27/21
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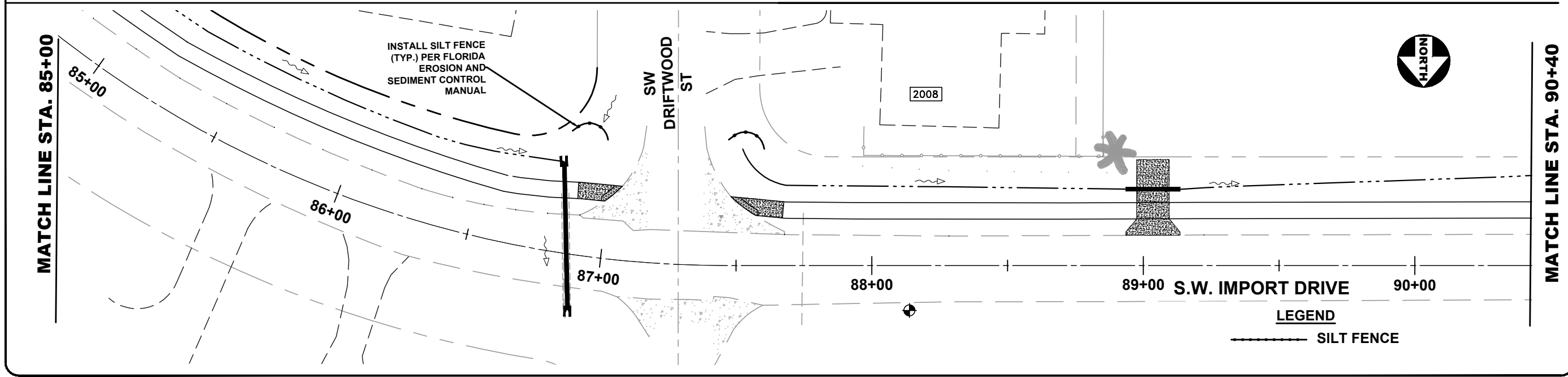
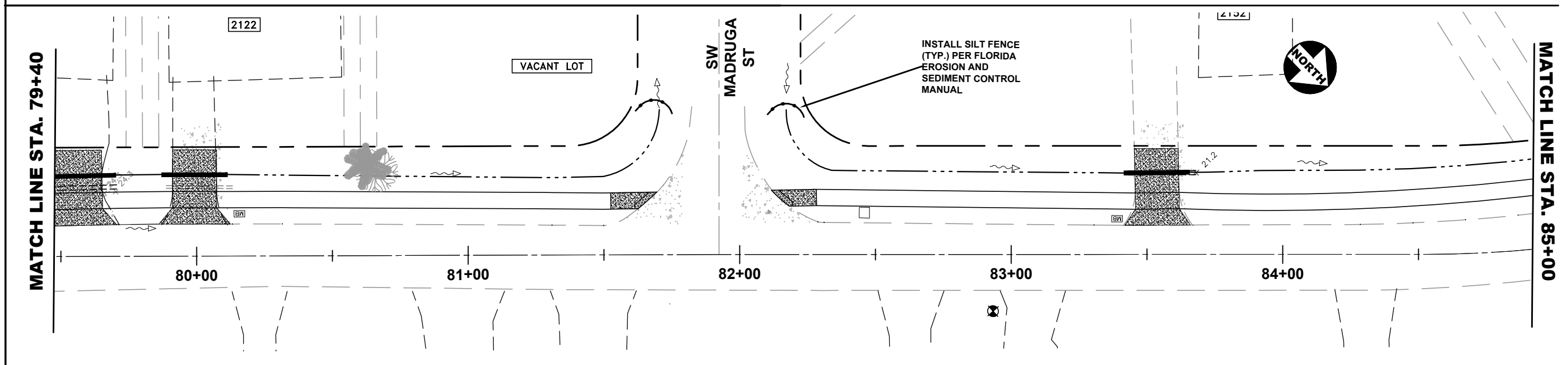
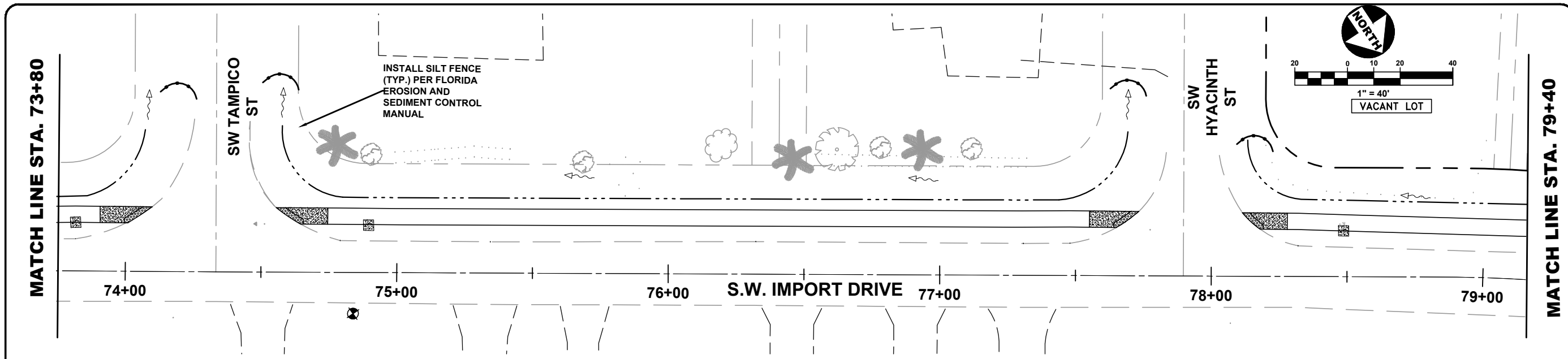
STORMWATER POLLUTION PREVENTION PLAN

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CAPTEC
 Engineering, Inc.

Civil Engineering Professionals
 Engineering Business
 No. EB-007657

DATE:	8/27/21
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CHECKED BY:	
PROJECT No.:	1813.19
HORIZ. SCALE:	1" = 40'
VERT. SCALE:	N/A
CADD FILE:	SB98.rvt

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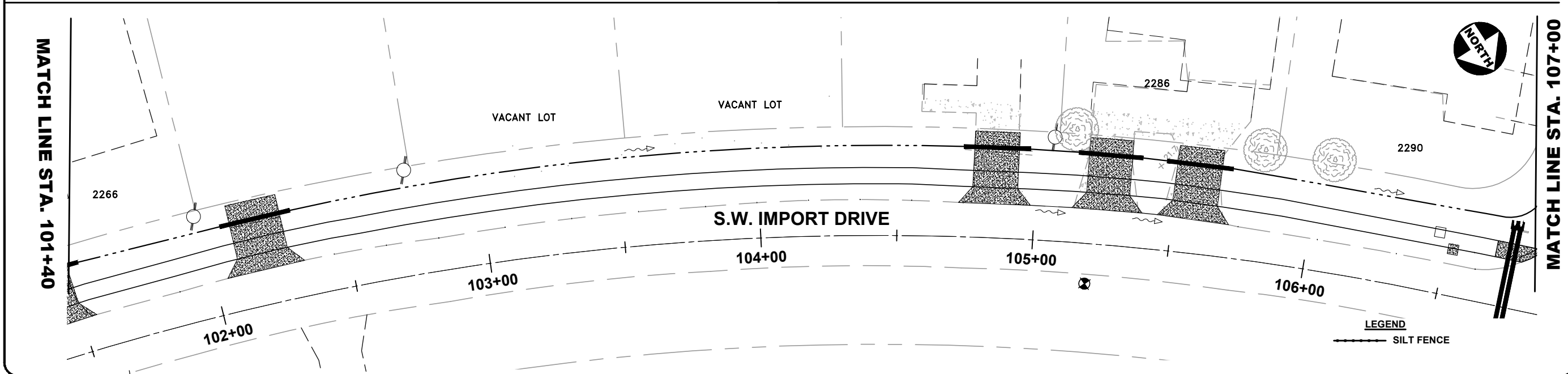
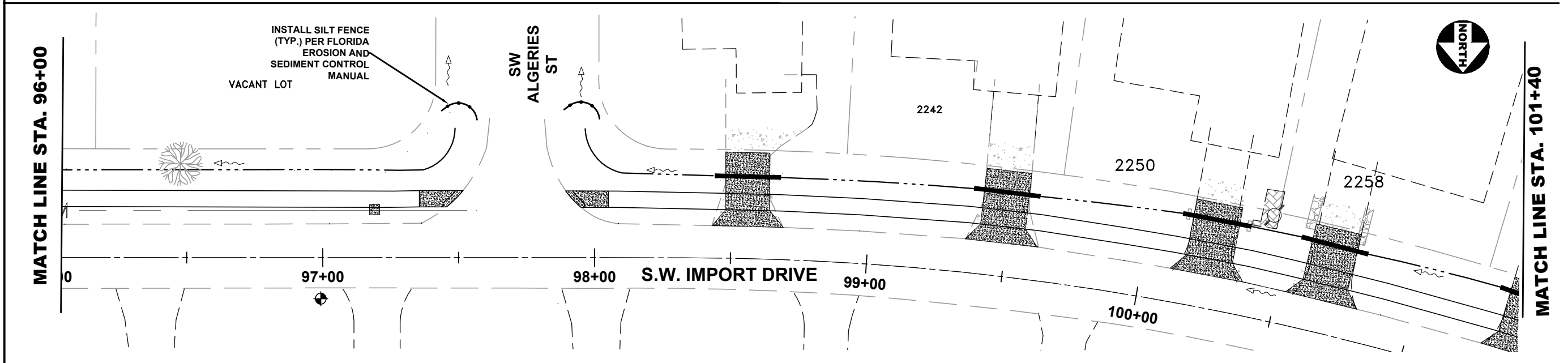
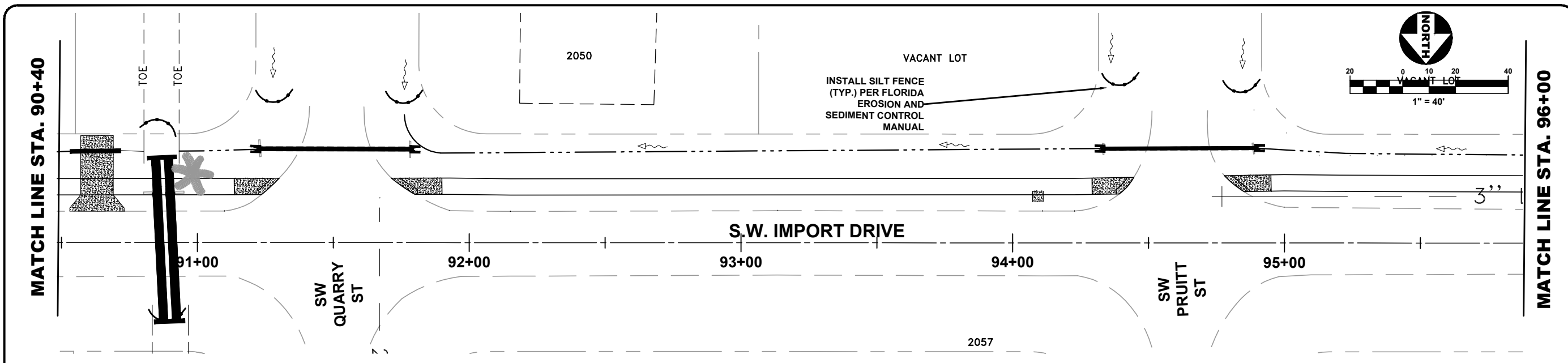
**STORMWATER POLLUTION
 PREVENTION PLAN**

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CAPEC
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 Civil Engineering Professionals

Engineering Business
 No. EB-000767

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VERT. SCALE:	N/A
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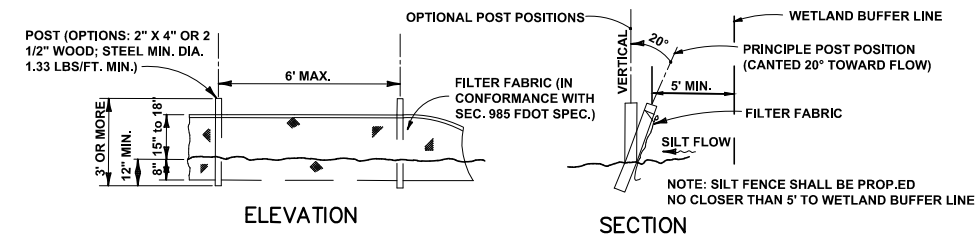
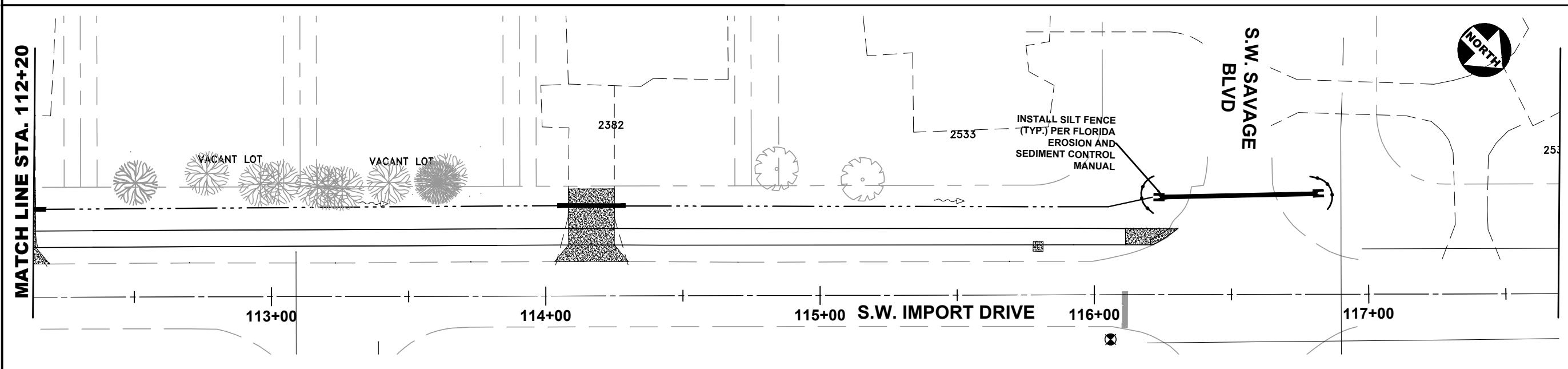
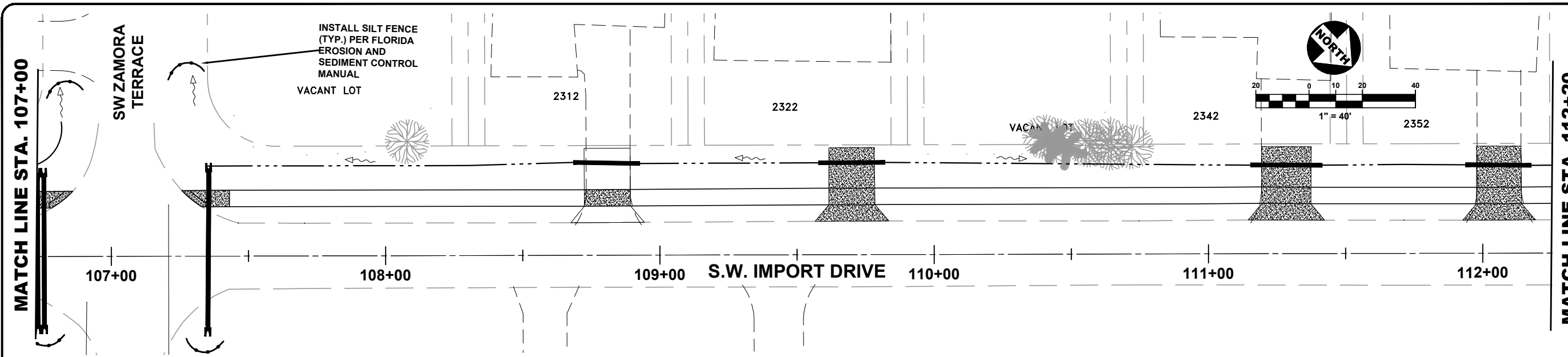
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 CITY OF PORT ST. LUCIE, FLORIDA

**STORMWATER POLLUTION
 PREVENTION PLAN**

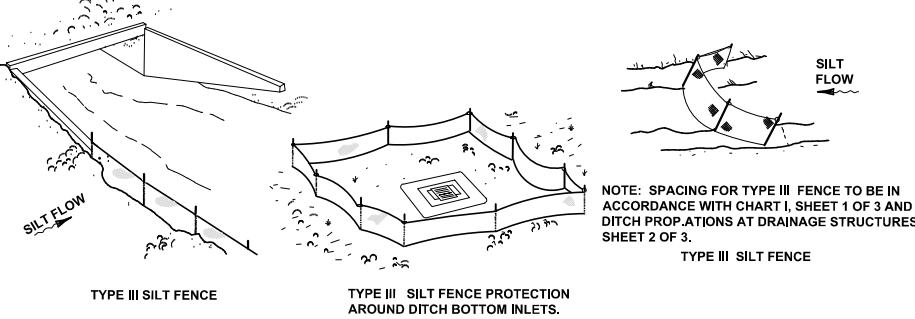
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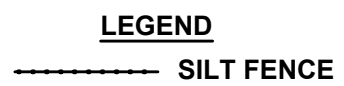
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TYPE III SILT FENCE



SILT FENCE APPLICATIONS



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Engineering Business
No. EB-0007657
Civil Engineering Professionals

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CITY OF PORT ST. LUCIE, FLORIDA

STORMWATER POLLUTION PREVENTION PLAN

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SHEET
46 OF **46**

SW IMPORT DRIVE SIDEWALK PROJECT

TECHNICAL SPECIFICATIONS Attachment B

PREPARED FOR:

CITY OF PORT ST LUCIE
FRANK KNOTT, PROJECT MANAGER
121 SW PORT ST LUCIE BLVD
PORT ST LUCIE, FLORIDA 34985
(772) 344-3290

PREPARED BY:



CAPTEC ENGINEERING, INC.

301 NW FLAGLER AVENUE
STUART, FL 34994
772-692-4344 - PHONE
772-692-4341 - FAX

JULY 28, 2021



SW IMPORT DRIVE SIDEWALK PROJECT TECHNICAL SPECIFICATIONS



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SW IMPORT DRIVE SIDEWALK PROJECT TECHNICAL SPECIFICATIONS



1. SCOPE OF WORK

The City of Port St Lucie is requesting bids for the scope of work for the SW Import Drive Sidewalk Project. The project will consist of concrete sidewalk, milling, resurfacing, striping, concrete curb, drainage and grading swales in some areas. The project area is along Import Drive in Port St Lucie, Florida, Between SW Oakwood Rd and SW Savage Blvd. The Project is separated into two phases. Phase 1 goes from SW Oakwood Rd and SW Inca Terrace. Phase 2 goes from SW Inca Terrace to SW Savage Blvd.

- a. Phase 1 goes from STA 6+64.25 to STA 60+10.95 (5,347±LF).
- b. Phase 2 goes from STA 60+10.95 to STA 116+24.40 (5,614±LF).
- c. Total Length of project is 10,960±LF.

2. STANDARD SPECIFICATIONS

All materials and workmanship shall meet the requirements of the City of Port St. Lucie (CITY), the Construction Standards for the City of Port St. Lucie (current edition), the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction (2021-2022), the FDOT Design Standards (current edition), and in accordance with the Contract Documents and Specifications for the SW Import Drive Sidewalk Design issued by CAPTEC Engineering, Inc.

- a. These Technical Specifications are supplemental to the above Specifications and Standards.
- b. This project is being contracted for the City of Port St Lucie.

3. PROSECUTION OF THE WORK

The CONTRACTOR shall begin the work within time limits stated in the Contract. The work shall be conducted in such manner and with sufficient labor, materials, tools and equipment necessary to complete the work within the time limit set forth in the Agreement. Should the organization of the CONTRACTOR, or its management, or the manner of carrying on the work be manifestly incompetent or inadequate to do the right to take as specified within the stated time, then the CITY OF PORT ST LUCIE shall have the right to take charge of the work and furnish and provide the labor, materials and equipment necessary to complete the work as planned within the required time and to charge the cost of all such work against the CONTRACTOR, and the CONTRACTOR shall be held responsible therefore.

The CONTRACTOR shall submit prior to start of work, schedules which show the order in which the CONTRACTOR proposed to carry on the work. The schedule shall be submitted at the Pre-Construction Meeting. The ENGINEER or CITY OF PORT ST LUCIE may order the schedule to be supplemented or



SW IMPORT DRIVE SIDEWALK PROJECT TECHNICAL SPECIFICATIONS



amended as necessary to afford proper continuity of the work. Normal working hours are 7:00 A.M. to 7:00 P.M.

4. UTILITY LOCATION / RELOCATION

The CONTRACTOR shall notify each utility company involved at least ten (10) days prior to the start of construction to arrange for positive underground location, relocation, or support of its utility where that utility may be in conflict with or endangered by the proposed construction. Relocation of water and sewer mains and services or other utilities for the convenience of the CONTRACTOR shall be paid separately in "Bid Schedule" by the CONTRACTOR. The relocation to be completed by Hometown Cable, AT&T and Florida Power and Light, City of Port St Lucie Utility Systems Department, City of Port St. Lucie Traffic Operations Division, and Florida City Gas, must be coordinated in the weekly construction meetings. All costs of permanent dry utility relocations to avoid conflict shall be the responsibility of the CONTRACTOR and the utility company involved. No additional payment will be made to the CONTRACTOR for utility relocation coordination for any utility relocation.

- a. All overhead, surface or underground structures and utilities encountered are to be carefully protected from injury or displacement. All damage to such structures is to be completely repaired immediately without delay. The CITY OF PORT ST LUCIE reserves the right to remedy such damage by ordering outside parties to make such repairs at the expense of the CONTRACTOR.
- b. All such repairs made by the CONTRACTOR are to be made to the satisfaction of the utility and the CITY OF PORT ST LUCIE. All damaged utilities must be replaced or prevented from leaking. All repairs are to be inspected by the utility and the CITY OF PORT ST LUCIE prior to backfilling.
- c. The CONTRACTOR should be aware of the SUNSHINE STATE ONE CALL CENTER which has a free locating service for CONTRACTOR'S and excavators.
- d. Two full business days before excavating, dial toll free 1-800-432-4770, and a locator will be dispatched to the work location.

The utilities and municipalities that are present members of SUNSHINE STATE ONE are as follows:

- a. American Telephone & Telegraph Company
- b. City of Port St Lucie Utility Systems Department
- c. City of Port St. Lucie Traffic Operations Division
- d. Florida City Gas
- e. Florida Power and Light Company



SW IMPORT DRIVE SIDEWALK PROJECT TECHNICAL SPECIFICATIONS



f. Hometown Cable

4.1 MAINTENANCE OF EXISTING UTILITY SERVICES

The CONTRACTOR shall fully cooperate at all times with the CITY OF PORT ST LUCIE in order to maintain utility service with the least amount of interference and interruption possible. Public health and safety considerations shall exceed all others; the CONTRACTOR's work shall, at all times, be subject to revision if necessary for public health and safety conditions. The creation of a public nuisance will not be permitted.

The ENGINEER and the CITY OF PORT ST LUCIE reserve the right to require the CONTRACTOR to work twenty-four (24) hours per day in all cases where interference with existing water or sewer service may result in health hazards, offensive conditions or serious inconveniences to persons served by the system.

4.2 CONFLICTS

The CONTRACTOR shall abide by the following criteria concerning conflicts with other utilities. The ENGINEER shall have full authority to direct the placement of the various structures in order to facilitate construction, expedite completion and avoid conflicts.

5. TESTING AND SAMPLING

Except as otherwise provided, testing and sampling of all materials, and the laboratory methods and testing equipment required under these specifications shall be in accordance with the latest standards of the American Society for Testing Materials (ASTM) or the latest standards or methods of the American Association of State Highway Transportation Officials (AASHTO). All material tests will be made by an independent testing laboratory to be selected and approved by the by the CITY selected CEI ENGINEER. The testing results will be provided to the ENGINEER prior to project completion for certification purposes. The cost of the testing will be paid for by the CITY selected CEI ENGINEER and any failed tests and retesting will be paid for by the CONTRACTOR. The CONTRACTOR will be responsible for all coordination with the testing laboratory as required to obtain the required tests described in the contract documents.

6. MAINTENANCE OF TRAFFIC (MOT)

The Maintenance of Traffic shall be performed as defined in Section 102 of the FDOT Standard Specifications and comply with the City of Port St. Lucie Traffic Operations Division.

6.1 GENERAL

The CONTRACTOR shall be responsible for the proper maintenance, control and detour of traffic in the area of construction during the construction. All traffic control and maintenance procedures shall be in



SW IMPORT DRIVE SIDEWALK PROJECT TECHNICAL SPECIFICATIONS



accordance with the requirements of Section 102 of the Standard Specifications, the Drawings, and these Technical Provisions, and the latest edition of Manual of Uniform Traffic Control Devices. It shall be the CONTRACTOR's responsibility as BIDDER, prior to submitting his bid, to determine the amount of work required so that his Bid reflects all costs to be incurred including clearing and grubbing, necessary fill, suitable rock base and asphaltic concrete for detour. No claims for additional payment will be considered for costs incurred in the proper maintenance, control, detour and protection of traffic and no extensions in Contract time will be granted due to this PAY item. Two lanes of traffic will be required at all times unless approved in writing by the CITY OF PORT ST LUCIE. During daylight hours, CONTRACTOR may provide one lane of traffic with approved flagmen and MOT signage.

- a. Traffic shall be maintained at all times where practical and as more particularly specified hereinafter. No traffic shall be detoured without prior knowledge and approval of the City of Port St. Lucie Engineering Department – Traffic Division or other respective traffic control agency having jurisdiction. The CONTRACTOR shall submit the MOT plan for a detour to agencies a minimum of 4 weeks in advance of a proposed detour of traffic is proposed. The CONTRACTOR is required to obtain a City of Port St. Lucie Right-of-Way Permit for work within the City of Port St. Lucie road right-of-way.
- b. The CONTRACTOR shall keep all law enforcement, fire protection and ambulance agencies informed, in advance, of construction schedules, and shall notify such agencies, two full business days in advance in the event of detour of any roadway.
- c. All temporary pavement markings, reflective pavement markers (RPM), traffic control signs and devices, barricades, flashers, flambeaus and similar devices shall be furnished and maintained by the CONTRACTOR.
- d. The CONTRACTOR shall provide the services of uniformed, off-duty police officers to supervise traffic control and maintain safety along the routes of the work or at any other area where the operation causes traffic congestion such that police supervision is required to protect the public safety and the work.
- e. Excavated or other material stored adjacent to or partially upon a roadway pavement shall be adequately marked for traffic and pedestrian safety at all times. Necessary access to adjacent property shall be provided at all times. The CONTRACTOR shall not block access to driveways except where same are to be removed and replaced. The CONTRACTOR shall give twenty-four (24) hours advance notice of driveway removal and replacement operations to affected residents.
- f. The CONTRACTOR shall provide two Vehicle Message Systems (VMS). The VMS shall begin two weeks prior to the start of construction and remain in operation until completion. The VMS shall be placed at the following locations: The north side of SW Import Dr. and the south side of SW Import Dr.



SW IMPORT DRIVE SIDEWALK PROJECT TECHNICAL SPECIFICATIONS



6.2 MAINTENANCE OF TRAFFIC PLAN

The CONTRACTOR shall present his Maintenance of Traffic Plan prior to issuance of Notice to Proceed. The Maintenance of Traffic Plan shall be in written form.

- a. The MOT shall include a minimum of four (4) full size sets of plan sheets which indicate the type and location of all signs, lights, barricades, striping, and barriers to be used for the safe passage of pedestrians and vehicular traffic through the project and for the protection of the workman. The plan will indicate conditions and setups for each phase of the CONTRACTOR's activities.
- b. In no case may the CONTRACTOR begin work until the Maintenance of Traffic Plan has been approved in writing by the ENGINEER and CITY. The CONTRACTOR needs to anticipate in their schedule that the CITY OF PORT ST LUCIE needs to advertise, in the local newspaper, lane / roadway closures. Modifications must also be approved in writing. Except in an emergency, no changes to the approved plan will be allowed until approval to change such plan has been received.
- c. The cost of all work included in the Maintenance of Traffic Plan is included in the pay item for MAINTENANCE OF TRAFFIC except where additional requirements that are clearly beyond those provided in the contract are apparent; then these will be paid as extra work.
- d. The CONTRACTOR shall be responsible for: performing daily inspections (including weekends and holidays with some inspections at night time) of the installations on the project and the replacement of all equipment and devices not conforming to the approved standards during that inspection. The project personnel will be advised of the schedule of these inspections and be given the opportunity to join in the inspection as is deemed necessary.
- e. Payment for this item shall be included in the lump sum price for MAINTENANCE OF TRAFFIC.

6.3 BARRICADES AND PROTECTION OF WORK

The CONTRACTOR shall protect the work throughout the period of construction by the erection of suitable barricades and handrails, where required. The CONTRACTOR shall further indicate this work at night by the maintenance of suitable lights or flares, especially along or across thoroughfares. Whenever it is necessary to cross a public walk, The CONTRACTOR shall provide a suitable safe alternative walkway with hand railings consistent with the Americans with Disability Act (ADA) when sidewalks must be closed. The CONTRACTOR shall also comply with all laws of ordinances covering the protection of such work and the safety measures to be employed therein. The CONTRACTOR shall carry out his work so as not to deny access to private property. All utility access manholes, valves, fire hydrants and letterboxes shall be always kept accessible. Payment for this item shall be included in the lump sum price for MAINTENANCE OF TRAFFIC.



SW IMPORT DRIVE SIDEWALK PROJECT TECHNICAL SPECIFICATIONS



7. STORAGE SITES

The CONTRACTOR shall furnish, at his expense, and where properly zoned areas suitable for field offices, material storage and equipment service and storage shall be included in the Mobilization Item. The CONTRACTOR shall maintain these areas in a clean, orderly condition so as not to cause a nuisance. Prior to issuance of Notice to Proceed, the CONTRACTOR shall provide a plan outlining area to be used for storage of equipment and materials to the ENGINEER for approval. Prior to final acceptance of the project, the CONTRACTOR shall restore all private and public property disturbed by the construction activities.

8. OWNERSHIP OF EXISTING MATERIALS

All materials removed or excavated from the job site shall remain the property of the CONTRACTOR who shall dispose of it in a manner satisfactory to the ENGINEER. Upon direction of the ENGINEER, all suitable or unsuitable excavation, vegetation, debris, concrete or other materials shall be disposed of in areas provided by the CONTRACTOR and approved by the ENGINEER.

9. MOBILIZATION

In accordance with Section 101 of the FDOT Standard Specifications, the CONTRACTOR shall perform preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, and sanitary and other facilities. This item includes the costs of bonds, Right-of-Way Permitting (CITY and FDOT), and any required insurance and any other pre-construction expense necessary for the start of the work, including the cost of construction materials and services purchased between the Notice to Proceed and the first Pay Request. This item will be paid as lump sum under the bid item MOBILIZATION.

10. RESPONSIBILITY FOR MATERIALS

The CONTRACTOR shall be held responsible for any materials, equipment and work to the full amount of all payments made thereon, and he will be required to make good at his own cost any injury or damage which said material, equipment or work may sustain from any unforeseen obstructions or difficulties which may be encountered, or from any source or cause whatsoever, or from any action of the elements, before final acceptance thereof. No payment will be allowed for materials stored on-site prior to installation.

11. SAWCUT AND REMOVAL OF MATERIALS

The CONTRACTOR shall maintain the project site in a safe, clean, and neat condition. All sawcut and removal items shall be removed from the site within 72 hours of or placed within the fenced locked



SW IMPORT DRIVE SIDEWALK PROJECT TECHNICAL SPECIFICATIONS



storage area. No undesirable accumulation of debris or materials shall be allowed. All excess material (e.g., asphalt/millings/concrete/brick pavers) left on-site will be removed and properly disposed of by the CONTRACTOR. Note that the sawcut and removal of materials for this project are intended to be replaced and improved upon. Therefore, the CONTRACTOR shall be responsible for any damages to the existing items caused by the construction process.

Removal of sidewalks and handicap ramps shall be per section/slab of concrete with the appropriate slope and cross slope to comply with current ADA Standards.

12. LIMITS OF CONSTRUCTION

Construction is limited to public rights of way, and County held parcels and easements. The CONTRACTOR shall not, without written consent from the proper parties, enter or occupy with men, tools, or materials any land outside of the rights of way or property of the CITY.

13. ORDER AND DIRECTION OF WORK

The work to be done under this Contract shall be under the general inspection of the ENGINEER. The sequence of construction shall be subject to the approval of the ENGINEER. At his discretion, the ENGINEER may, from time to time, direct the order in which and points at which the work shall be executed; and may exercise such control over the conduct of the work at any time or place that shall be required, in his opinion, to safeguard the interest of the CITY OF PORT ST LUCIE and/or the public health and safety.

The project has been broken down into separate bid schedules. The CITY OF PORT ST LUCIE may provide direction, prioritize and/or omit items within the individual bid schedules at their own discretion.

14. SEDIMENT CONTROL

Sediment Control shall be performed as defined in Section 104 of the FDOT Standard Specifications. The CONTRACTOR shall be responsible for preventing milling and overlay particles from entering into the storm water inlets and curb inlets located in the construction area. The CONTRACTOR is responsible for any fees associated with the NPDES permitting process. The CONTRACTOR shall further provide, install, maintain, monitor, and remove sediment control measures on and around the project site as needed to prevent pollution of water, detrimental effects to public or private property or damage to the work of the project. The cost of this item is incidental to the project work and should be included in the line item for MOBILIZATION.

14.1 TRACK-OUT AREA/ROADWAY SWEEPING

The CONTRACTOR shall be responsible for the control of dust and erosion created by vehicular and construction traffic entering or exiting the construction area. The CONTRACTOR shall be responsible for



SW IMPORT DRIVE SIDEWALK PROJECT TECHNICAL SPECIFICATIONS



cleaning the storm water system and/or roadway if it is determined by the ENGINEER or CITY OF PORT ST LUCIE that the construction has resulted in increased sediment accumulation. The cost of this item is incidental to the project work and should be included in the line item for MOBILIZATION.

15. CLEARING AND GRUBBING

Clearing and Grubbing shall be performed as defined in Section 110 of the FDOT Standard Specifications. Clear and grub within the areas of the swales, and roadway right-of-way excluding area of soil grading. Remove and dispose of all stumps, roots and other such protruding objects necessary to prepare the area for the proposed construction. Remove and dispose of all product and debris, not required to be salvaged or not required to complete the construction. Also, perform certain miscellaneous work the ENGINEER considers necessary for the complete preparation of the overall project site. The CITY OF PORT ST LUCIE shall be responsible for the removal of landscaping within the work area. CONTRACTOR to coordinate with the CITY OF PORT ST LUCIE for any and all landscaping materials to be removed. The cost of this item is incidental to the project work and should be included in the line item for CLEARING AND GRUBBING.

16. EXCAVATION / EMBANKMENT

Excavation consists of all materials, equipment and labor to perform excavation as defined in Section 120 of the FDOT Standard Specifications. The work covered under this section consists of excavating, removing and satisfactorily disposing of, all materials of whatever nature, within the limits of construction. Included in this section is all excavation and finishing necessary for the construction, preparation and completion of all sub-bases, shoulders, ditches and slopes in accordance with the required alignment, grade and cross sections shown on the drawings or as directed by the ENGINEER.

- a. The CONTRACTOR shall perform all excavation necessary to accomplish the construction indicated on the plans.
- b. All existing improvements such as pavements and other structures shall be carefully supported and fully protected from injury and, in case of damage; they shall be restored without compensation. Existing utilities and other underground obstructions are shown on the plans, but the accuracy of the locations and depths is not guaranteed. The CONTRACTOR shall be responsible for damages to these existing utilities and shall, in case they are damaged, restore them to their original condition.
- c. All backfill material shall be clean and free of lumber, trash or other debris and shall be thoroughly compacted in layers not to exceed eight inches and brought to an elevation above the finished grade sufficient to allow for settlement. Prior to placing backfill, the areas around structures upon which the backfill is to be placed shall be cleaned of all trash and debris of any nature.



SW IMPORT DRIVE SIDEWALK PROJECT TECHNICAL SPECIFICATIONS



- d. Finishing shall consist of the preparation, trimming and shaping to the lines and grades shown on the drawings, and all areas outside the paved areas in such a manner to receive grassing, sod or planting without additional work.
- e. Areas to be compacted shall be moistened or dried and compacted by either rolling, tamping or any other method approved by the ENGINEER in order to obtain the desired density. The CONTRACTOR shall inspect all compacted areas prior to further construction operations to ensure that satisfactory compaction has been obtained.
- f. The EXCAVATION and EMBANKMENT items will be paid based on cubic yardage of material added or deleted for a typical cross-section taken before and after construction by the CONTRACTOR's surveyor.

17. CONCRETE SIDEWALK REPLACEMENT

The Concrete Slab Replacement specified for this project shall be in accordance with Section 353 of the FDOT Standard Specifications. The Pay Area for all Concrete shall be equal to the designed surface area. Payment for this item is included under the CONCRETE item per square yard.

18. UNDERDRAIN / EDGEDRAIN

The Underdrain / Edgedrain specified for this project shall be in accordance with Section 466 of the FDOT Standard Specifications. Installation is per FDOT Index 286. Core and collar connections per FDOT Index 280. Underdrain / Edgedrain will require a clean-out every 200 LF installed per FDOT Index 286. The Pay Area for all Underdrain / Edgedrain shall be equal to the designed linear feet including all materials, excavation, and the removal and replacement of existing irrigation system. Payment for this item is included under the UNDERDRAIN / EDGEDRAIN item per linear feet.

19. CONCRETE CURB AND GUTTER

The Concrete Curb and Gutter specified for this project shall be in accordance with Section 520 of the FDOT Standard Specifications. The Pay Area for all Concrete Curb and Gutter shall be equal to the designed linear feet. Payment for this item is included under the CONCRETE CURB item per linear feet.

20. CONCRETE SIDEWALK

The Concrete Sidewalk specified for this project shall be in accordance with Section 322 of the FDOT Standard Specifications. The Pay Area for all Concrete Sidewalk shall be equal to the designed surface area. Payment for this item is included under the CONCRETE SIDEWALK item per square yard.



SW IMPORT DRIVE SIDEWALK PROJECT TECHNICAL SPECIFICATIONS



21. DETECTABLE WARNINGS

The Detectable Warning Strips specified for this project shall be in accordance with Section 527 of the FDOT Standard Specifications. Detectable Warnings and Curb Ramps shall be per FDOT Design Standard Index 304. Detectable Warnings shall be colored red and cast in place. The Pay Area for all Detectable Warnings shall be equal to the designed surface area including the work to saw cut and add to existing sidewalk and handicap ramps. Payment for this item is included under the DETECTABLE WARNING item per square feet.

22. PERFORMANCE TURF

The Performance Turf/Sod specified for this project shall be in accordance with Section 570 of the FDOT Standard Specifications. The Pay Area for all Performance Turf/Sod shall be equal to the designed surface area. Payment for this item is included under the SOD item per square yard. The CONTRACTOR is solely responsible for final acceptability of all sodded areas. All associated costs are included in the unit price of the sod.

22.1 TYPE

Sod shall be locally grown unless otherwise specified to conform to surrounding existing turf and shall be; healthy, with well-matted roots, be free of weeds and be supplier certified to be free of Tropical Soda Apple (*solanum viarum*). The CONTRACTOR will replace turf with the same type Sod removed from any areas.

22.2 DIMENSION

Sod pieces shall be 1 ft. x 2 ft. and a minimum of 1 ¼ inches thick. ¾ inch of the sod thickness shall be roots and topsoil

22.3 PLACEMENT

Sod shall be laid with the long side parallel to contours (perpendicular to the slope with the ends of the pieces butted together. Placement of sod shall proceed in this manner up the slope and end butts shall be staggered with adjoining rows.

- a. The combined number of overlaps and 1 inch or greater gaps between pieces shall not exceed 5 per 100 square feet.
- b. The combined number of 2 inch or greater overlaps and 2 inch or greater gaps between pieces shall not exceed 1 per 100 square feet.



SW IMPORT DRIVE SIDEWALK PROJECT TECHNICAL SPECIFICATIONS



- c. For final acceptance no more than 10% of the sodded area may consist of dead spots of greater than ½ foot square and no more than 5% of the sodded area shall consist of dead spots of greater than 1 foot square.

22.4 MAINTENANCE

Filling, leveling, repairing washouts or erosion – CONTRACTOR shall replace patches of dead sod and repair disturbed and damaged sod immediately upon being made aware of the condition.

22.5 WATERING

Sod and all plantings shall be watered with ½ inch of water immediately upon placement. The cost of this item shall be considered incidental to sod and plantings and is included in the line item for sod.

In the event that the specified watering results in the moisture condition drier than those specified above, the CONTRACTOR may place straw mulch which is free of any noxious weed and in particular Tropical Soda Apple in an open uniform layer of 1 – 2 inches thickness to assist in moisture retention. Watering / straw mulch is included in the price of all plants and sod.

23. LANDSCAPING ALLOWANCE

The CONTRACTOR shall review all areas to be disturbed by construction, prior to beginning construction and provide CITY OF PORT ST LUCIE seven (7) days notice to relocate landscape and irrigation. The CONTRACTOR will repair irrigation/utility systems damaged by his work. Prior to construction, the ENGINEER, CONTRACTOR and property owners will review the irrigation systems. The CONTRACTOR will only be allowed to work within the limits of construction, the CITY OF PORT ST LUCIE Easements or Rights-of-way. Any disturbance to vegetation or irrigation outside of the Limits of Easements or Rights-of-way will be repaired and restored at the CONTRACTOR's expense. This item will be bid as an allowance and negotiated during construction.

24. REFLECTIVE PAVEMENT MARKERS

The installation of Reflective Pavement Markers (RPM) under this section shall be in accordance with the Construction Standards for Port Saint Lucie and Section 706 of the FDOT Standard Specifications. The Pay Area for Reflective Pavement Markers shall be equal to the designed quantity. Payment for this item is included under the REFLECTIVE PAVEMENT MARKERS per unit.

- a. Blue RPM shall be used to identify fire hydrants and water valves along the right of way per the Construction Standards for Port Saint Lucie Details G-03 and W-08.
- b. Yellow RPM shall be used at bullnose locations per plan details and per FDOT Design Standard Index 17352 and 17346.



SW IMPORT DRIVE SIDEWALK PROJECT TECHNICAL SPECIFICATIONS



- c. Bi-directional (white/red) RPM shall be placed per FDOT Design Standard Index 17352 and 17346.

25. THERMOPLASTIC PAVEMENT MARKINGS

This work specified under this section shall be in accordance with Section 711 of the FDOT Standard Specifications. No thermoplastic material or paint containing lead or chromium compound shall be used on this project. The Pay Area for Thermoplastic Pavement Markings shall be equal to the designed quantity or linear foot. Payment for this item is included under the THERMOPLASTIC STRIPING / MARKINGS per unit or linear foot.

- a. Roadway striping shall be per FDOT Standard Plans Index 711-001.
- b. Crosswalk striping shall be per FDOT Standard Plans Index 711-001.
- c. Bicycle markings shall be per FDOT Standard Plans Index 711-002.
- d. Roundabout striping shall be per the current design standards found in the Manual for Uniform Traffic Control (MUTCD) Roundabout Chapter 3C and the current NCHRP Report 672 Roundabout Information Guide Chapter 7.3.

26. MITERED END SECTIONS

Construct in accordance with the Plans and Standard Plans, Indexes 430-021 and 430-022. Construct mitered end sections for corrugated high-density polyethylene (HDPE) pipe, polypropylene (PP) pipe, steel reinforced polyethylene ribbed (SRPE) pipe and polyvinyl-chloride (PVC) pipe as specified in Section 948 and as detailed in the Standard Plans.

27. DRIVEWAY MAINTANENCE

General: Ensure that each residence has safe, stable, and reasonable access.

Construction Methods: Place, level, manipulate, compact, and maintain the material, to the extent appropriate for the intended use. As permanent driveway construction is accomplished at a particular location, the Contractor may salvage and reuse previously placed materials that are suitable for reuse on other driveways.

28. CONCRETE PAVEMENT SLAB REPLACEMENT

Replace the existing defective area of concrete pavement with portland cement concrete free of any uncontrolled cracks. Repair the damaged area of adjacent slabs, caused by slab removal at no cost to the Department. When using the maturity method, submit a strength maturity relationship curve as determined by FM 3-C1074 for opening to traffic during design mix verification.



SW IMPORT DRIVE SIDEWALK PROJECT TECHNICAL SPECIFICATIONS



29. ASPHALT TRENCH REPAIR AND REPLACEMENT

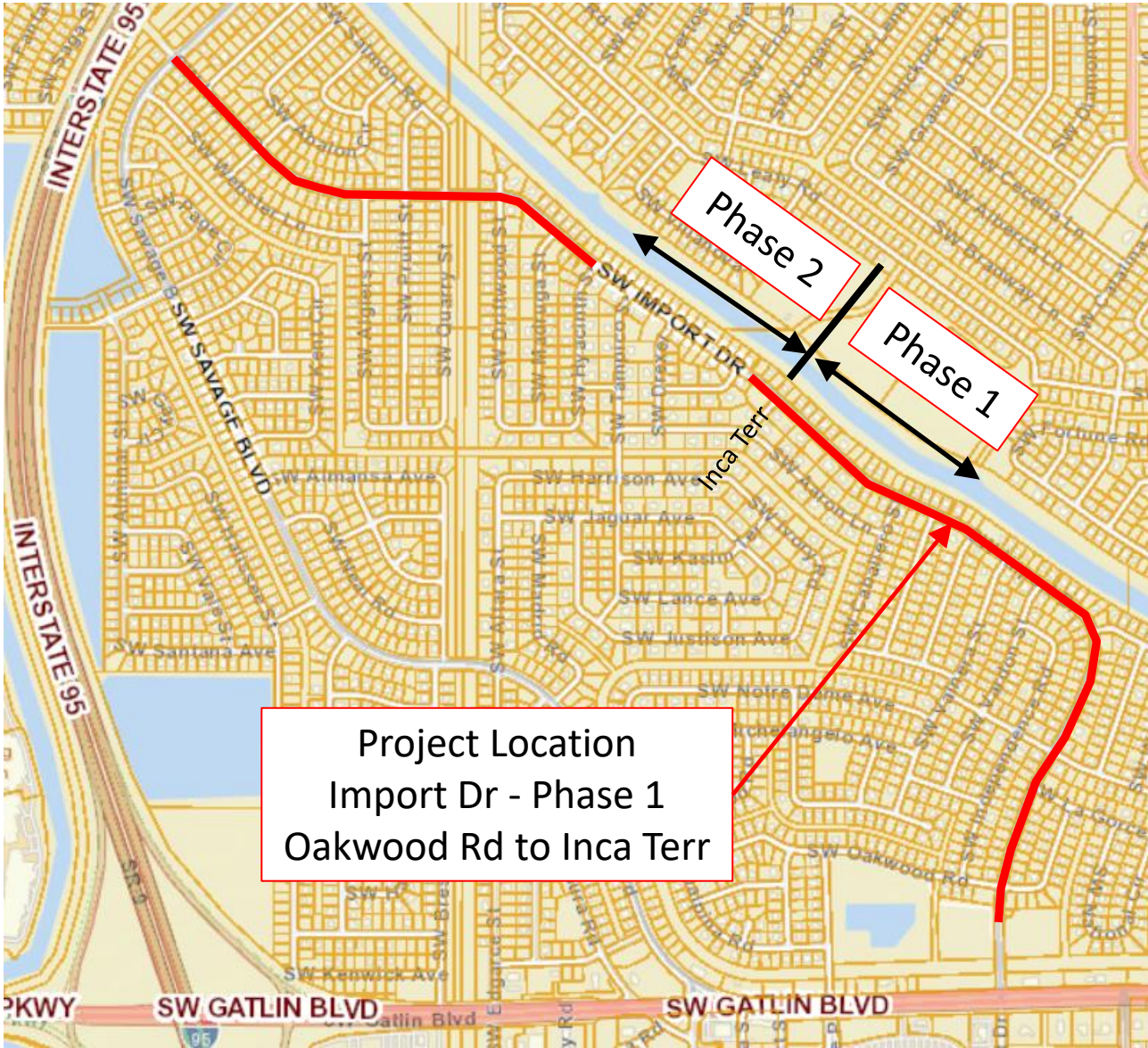
Asphalt Trench Repair shall be measured in actual square yards of existing asphalt paving, base and subgrade removal and replacement as a result of Contractor's operations (including asphalt overlay), furnished and installed in accordance with Port St. Lucie's Public Works Dept and Port St. Lucie Utilities, and FDOT specifications and the drawings. Minimum width of replacement shall be as described in the specifications or as shown on the plans. Work shall include, but not be limited to, saw cutting, hauling and disposal of demolished asphalt, construction of the base, subgrade materials, compaction, density testing temporary hot-asphalt patch, milling, overlay surface course, pavement markings, and any other items required for a complete and functional system. Item shall be included in the Open / Cut / Restore ASPHALT Pay Item (square yards).

30. PIPE CULVERTS

The work specified under this section shall be in accordance with section 430 of the FDOT Standard Specifications and shall include all materials, labor, and equipment needed to prosecute the work required by this specification and will be paid for at the contract unit bid price or the specific item with no additional cost to be incurred by the COUNTY. Payment shall be made under the corresponding bid item found in the Schedule of Contract Values, per linear foot.

31. CONCRETE SIDEWALK AND DRIVEWAYS

Concrete sidewalk/driveway shall be measured in actual square yards of concrete constructed. Minimum widths of replacement shall be as described in specifications or as shown on the plans to match existing pathway. Work shall include, but not be limited to, saw cutting, excavation, hauling and disposal of debris, formwork, grade leveling and compaction, reinforcement, concrete testing, and any other items required for a complete and functional system.



Project Location
 Import Dr - Phase 1
 Oakwood Rd to Inca Terr



Import Drive Sidewalk
 Phase 1
 Attachment C

Sep 2021
 #20210122

E-BID #20210122
 Import Drive Sidewalk Construction Project - Phase I
 Cost Worksheet - Schedule A
 Attachment D

Company Name: _____

Line #	Pay Item No.	Description	Unit	Qty	Unit Price	Total Amount
1	101-99	Mobilization, inclu. Survey Staking & Record Drawings	LS	1		\$ -
2	102-1	Maintenance of Traffic / Parking / Detours	DA	365		\$ -
3	104-10-3	Silt Fence	LF	450		\$ -
4	107-2	Mowing	AC	2.05		\$ -
5	110-1-1	Clearing and Grubbing / Demolition	AC	3.1		\$ -
6	120-1	Regular Excavation	CY	730		\$ -
7	120-6	Embankment	CY	450		\$ -
8	430-175-215	Pipe Culvert, Optional Material, Elliptical 13"x17" CAP	LF	977		\$ -
9	430-175-215	Pipe Culvert, Optional Material, Elliptical 12"x18" RCP	LF	116		\$ -
10	430-982-699	Miltered End Section, All Types/Sizes	EA	8		\$ -
11	514-72	Swale Liner	LF	4,505		\$ -
12	518-900	Asphalt/Base, Utility Road Cut Pavement Restoration	SY	2,200		\$ -
13	522-1	Concrete Sidewalk/Pads, 4" Thick	SY	2,960		\$ -
14	522-2	Concrete Driveways/Sidewalk/Pads, 6" Thick	SY	2,100		\$ -
15	527-2	Detectable Warnings	SF	800		\$ -
16	570-1-2	Performance Turf, Sod	SY	10,450		\$ -
17	700-1-50	Single Post Sign, New	EA	7		\$ -
18	711-11-122	Thermoplastic, Standard Yellow, Solid 6"	LF	900		\$ -
19	711-11-123	Thermoplastic, Standard White, Solid 12"	LF	970		\$ -
20	711-11-125	Thermoplastic, Standard White, Solid 24"	LF	560		\$ -
21	1080-21-500	Utility Fixture, Valve, Adjust	EA	18		\$ -
22	1080-21-600	Utility Fixture, Water Meter Box, Adjust	EA	5		\$ -
23	1090-12-900	Utility, Water Main (12") Vertical Deflection	LS	3		\$ -
24					TOTAL	\$ -

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: _____

CITY OF PORT ST. LUCIE
SAMPLE CONTRACT – ATTACHMENT E
(DO NOT EXECUTE-TERMS MAY CHANGE DUE TO CONTRACTOR'S RESPONSE)

This Contract executed this _____ day of _____, 2021, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City", and _____, hereinafter called "Contractor" or "Proposer".

SECTION I
RECITALS

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

WHEREAS, Contractor is licensed in the State of Florida; and

WHEREAS, the City wishes to contract with a Contractor to provide the Scope of Services and products / services based on the terms and subject to the conditions contained herein; and

WHEREAS, Contractor is qualified, willing and able to provide the Scope of Services and products / services specified on the terms and conditions set forth herein; and

WHEREAS, the City desires to enter into this Contract with Contractor to perform the Scope of Services and product / services specified and, with a commission amount to be paid as agreed upon below.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein name, the Parties agree as follows:

The Recitals set forth above are hereby incorporated into this Contract and made a part of hereof for reference.

SECTION II
NOTICES

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person, sent by certified mail with return receipt request, email or fax and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Contract.

Contractor: **TO BE DETERMINED**

City Contract Administrator: Michelle Fentress
Procurement Agent I - Procurement Management Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
772-871-5222 / FAX 772-871-7337
E-mail: mfentress@cityofpsl.com

City Project Manager: Frank Knott, Project Manager

Public Works Department
City of Port St. Lucie
121 SW Port St. Lucie Blvd
Port St. Lucie, FL 34952
Telephone 772-344-4290
Email: FKnott@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 #20210122, Import Drive Sidewalk Construction Project – Phase I including all Attachments, Addenda, Construction Plans prepared by Captec Engineering, Inc. (consisting of pages 1-46), and all other restrictions and requirements are incorporated by this reference.

This project is to construct approximately 5,347 linear feet of a 6-foot wide concrete sidewalk on the south side of Import Drive from Oakwood Road to Inca Terrace.

This project includes earthwork, cleaning and grubbing, drainage modifications, swale relocation, driveway culvert replacements, driveway replacements, utility relocations concrete pads for bus stops, record drawings, and all work and materials to provide a complete project as shown and described in the contract documents, bid specifications and project plan set. Contractor to 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 Contractor must have all the required licenses and certifications necessary to perform this work. The approved Licenses for this work include a State of Florida General Contractor License, a Local Paving Contractor License or possess both Local Concrete and State of Florida Underground Utility 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.

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 Releases, the Contractor may submit a consent of Surety 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 one a month, by the tenth (10th) 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 XVII 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: APNOTIFICATIONS@CITYOFPSL.COM.

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 30 calendar days after the due date at the rate of one (1) percent per month on the unpaid balance.

Taxes – Contractor is responsible for all federal, state, and local taxes and other charges related to the performance of this contract.

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 shall be final and conclusive.

SECTION VIII **CONFORMANCE WITH PROPOSAL**

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 and 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 Contract 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, 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. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

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. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.
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 ISO CG20101185 or CG2037, CG2010 & CG00001) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by City or completion of contract. Coverage is to be written on an occurrence form basis. Coverage shall apply on a 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 shall 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, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract #20210122 – Import Drive Sidewalk Construction Project – Phase I be listed as additionally insured."** The Policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. 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. Automobile Liability Insurance: The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary non-contributory basis.
5. 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.
6. 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 not obligation, to review and request a copy of the bidder'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 contractor, 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 contractor/independent contractor/subcontractor.

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

The City, by and through its Risk Management Department, reserves the right, but not obligation, 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.

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 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 Sub-Contractor 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](#). Contractors and Sub-Contractor, shall comply with [§ 119.0701, Fla. Stat.](#) The Contractor and Sub-Contractor, 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 [Art. I, § 24\(a\), Fla. Const.](#) and § 119.07(1)(a), Fla. Stat. (2013). Pursuant to [§ 119.10\(2\)\(a\), Fla. Stat.](#), 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 [§ 775.082](#) and [§ 775.083 Fla. Stat.](#)

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, F.S.

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 Agreement.
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**

**SECTION XV
SCRUTINIZED COMPANIES**

[Section 287.135, Florida Statutes](#), prohibits agencies 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 do any business with Cuba or Syria. Both lists are created pursuant to [Section 215.473, Florida Statutes](#) https://www.sbafla.com/fsb/Portals/FSB/Content/GlobalGovernanceMandates/QuarterlyReports/Global_Governance_Mandates_and_Florida%20Statutes_2019_01_29.pdf?ver=2019-01-29-130006-790.

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 expressed 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 1st through September 30th.

Integration of Terms. This Contract represents the entire contract between the parties. The parties shall not rely on any representation that may have been made by either party which is not included in the Contract.

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.

Supersedes Former Contracts or Agreements. Unless otherwise specified in the Contract, this Contract supersedes all prior contracts or agreements between the City and the Contractor for the Services provided in connection with the Contract.

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

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.

Permits - 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

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(s) 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(s) are advised that nothing contained in the contract or specifications shall create any contractual relations between the City and Sub-Contractor of the Contractor(s).

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, and as may be amended from time to time.

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 representative 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.

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. Provide workmen that shall make do and proper effort to execute the work in the manner prescribed in the Contract Documents.

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 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 34984-5099 (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 has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section VI. if, on such inspection the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity if desired by him, to correct the

deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. 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. 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 **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 XX **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 CFR1910.1200. 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.

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.

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/her designee, without special instruction or authorization from the City, is obligated to act, at his/her discretion, to prevent threatened damage, injury or loss. In the event such actions are taken, the Contractor shall promptly give to the Project Manager written notice of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the Project Manager a written authorization signed by the Project Manager covering the approved changes and deviations will be issued. Appropriate compensation adjustments may be approved, provided the cause of the emergency was beyond the control of the Contractor.

SECTION XXI
ASSIGNMENT

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

SECTION XXII
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

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 successful 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 six hundred ninety (\$1,690.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed (following FDOT Standard Specification 8-10.2). The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

SECTION XXIII **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 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 XXIV **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 XXV **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 XXVI
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 XXVII
ATTORNEY'S FEES

If this matter is placed in the hands of an attorney for collection, or in the event suit or action is instituted by the City to enforce any of the terms or conditions of the Contract, Contractor shall pay to the City, in such suit or action in both trial court and appellate court, the City's costs, and reasonable attorney's fees for the anticipated cost of collection and judgment enforcement.

SECTION XXVIII
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 XXIX
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 XXX
SEVERABILITY

The Parties to this Contract expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Contract is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Contract) and the remainder of this Contract, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Contract to be inequitable under the circumstances.

SECTION XXXI
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 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 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 XXXII
ENTIRE AGREEMENT

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

(Balance of page 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: _____ By: _____
Purchasing Agent 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



"A City for All Ages"

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 Agent I with the Procurement Management Department via e-mail mfentress@cityofpsl.com, or by phone 772-871-5222. 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: _____



"A City for All Ages"

eBID #20210122
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.

CONTRACTOR'S GENERAL INFORMATION WORK SHEET / QUESTIONNAIRE
eBID #20210122

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 _____, 2021
(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. Total number of staff at this location: _____ Total number of staff on the Treasure Coast: _____

7. Is the Firm a minority business: YES / NO

If no, is your company planning to implement such a program? _____

8. Is the firm claiming Local Preference under City Ordinance 35.12? YES / NO

9. List the license(s) that qualifies your firm to construct this project: _____

10. **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

11. **BID RESPONSE:**

- 5.1 Bidder will / will not accept the Purchasing Card (Visa).
(please circle one)
- 5.2 Percentage of discount when payment is made with Visa: _____%
*Please Note: The City has implemented a **Purchasing Card Program**. The Bidder can take advantage of this project and in consideration receive payment within several days instead of the City’s payment policy. Any percentage off the bid price for the acceptance of Visa will be consideration in the bid award. If no such percentage is given, the City shall assume zero (0) percent discount applies.*
- 5.3 Bid Reply Total from Cost Worksheet – Schedule “A” on Line #24: \$ _____
(This figure must match the Cost Worksheet and the figure that is to be used on the DemandStar web page. Discrepancies between the Cost Worksheet spreadsheet uploaded on DemandStar, the dollar amount listed on the web page at the time of submittal and the Cost Work Sheet #20210053 uploaded on DemandStar will be resolved in favor of the Cost Worksheet – Schedule “A” that is uploaded at time of submittal.)

Reference Use Only – Use Cost Worksheet – Schedule “A” Spreadsheet to reply to this Bid

Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item shall be offered shall be shown, and such price shall include packing and shipping unless otherwise specified. A total shall be entered in the “Total” column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will supersede. The total amount shall be entered on line 5.3 above and entered on the DemandStar web page. The City reserves the right to split the award, if in the City’s opinion such a split is in the best interest of the City.

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

12. List five (5) projects similar to this project completed by your firm in the last 5 years along with a brief description of project, location of project, client name, client phone number, email, 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. **DO NOT USE the City of Port St Lucie as a reference.**

Project Number 1

Project Name:

Description:

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:

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:

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:

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:

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?

13. List subcontractors and major material suppliers for the project. Include telephone numbers. Insert additional sheets if necessary.

14. Status of current contracts. Please provide the name & number of current contracts as well as a sample list of the projects currently underway.
15. How will the Contractor be able to meet the project timeline and budget given the current workload, work force and equipment?

16. Provide a Project Management Plan.
17. Provide a Project Schedule.
18. List the number of personnel that will be assigned to the project and include job titles and their licenses or certifications.

19. 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.

20. 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:

21. 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)

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

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

23. 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



"A City for All Ages"

**DRUG-FREE WORKPLACE FORM
e-BID #20210122**

Import Drive Sidewalk Construction Project - Phase I

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.

Contractor's Signature

Date



"A City for All Ages"

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: _____



"A City for All Ages"

NON-COLLUSION AFFIDAVIT
Solicitation#20210122
Import Drive Sidewalk Construction Project - Phase I

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) _____



"A City for All Ages"

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: _____

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20210122
PROJECT TITLE: Import Drive Sidewalk Construction Project – Phase I

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Name: **Import Drive Sidewalk Construction Project – Phase I**
Project Location: Import Drive from Oakwood Road to Inca Terrace, Port St. Lucie, Florida

Instructions:

Chapter 90-96 of the Laws of Florida requires all Contractors' engaged by The City of Port St. Lucie, Florida to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective 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