



**City of Port St. Lucie
Electronic Bid ("eBid")
Event Name: Citywide Curb & Gutter, ADA Ramps, and
Miscellaneous Sidewalk Replacement Projects
eBid (Event) Number: 20250024**

1. Introduction

1.1. Purpose of Procurement

Pursuant to the [City of Port St. Lucie Code of Ordinances, Section 35.07](#), this electronic ("eBid") is being issued to establish a Contract with one or more qualified Contractors who will provide **Citywide Curb & Gutter, ADA Ramps, and Miscellaneous Sidewalk Replacement Projects** 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/Government/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 on this topic can be found on the Cone of Silence and eBid Communication Document.

1.3. eBid Scope of Requested Commodities

The City of Port St. Lucie desires to obtain proposals from qualified individuals, firms, and legal entities relative to the Citywide Curb & Gutter, ADA Ramps and Miscellaneous Sidewalk Replacement Projects. The Contract period is a two (2) year period with options to renew for additional three (3) 1-year periods for a total not to exceed five (5) years.

It is the intent of the City to enter into a unit price Contract with multiple qualified Contractors to provide all of the labor, supervision, equipment, machinery, tools, materials, permits, transportation, utilities, and other incidentals required to complete the work in accordance with the Contract Documents. All work shall be in accordance with the most recent FDOT Design Standards and ADA compliant.

Scope of Work: As part of the Citywide maintenance of existing pedestrian facilities, the Contractor shall provide all labor and materials necessary to demolish and replace various pedestrian curb and gutters, ADA ramps and miscellaneous sidewalks at locations throughout the City of Port St. Lucie. The Contractor may also be tasked with construction of miscellaneous sidewalk projects on an as needed basis.

Construction:

1. Curb and gutter, ADA ramps and sidewalk construction shall comply with the most recent edition of the FDOT Design Standards.
2. Curb and gutter, ADA ramps and sidewalk layout shall be coordinated with the City staff at time of construction.
3. Concrete shall be 3,000 psi unless otherwise stated.
4. New detectable warning surfaces shall be brick red in color, unless otherwise noted, and cast in place. Refer to FDOT Standard Index 304 for additional requirements.
5. Sidewalk joints shall be Open-Type unless otherwise noted.
6. Prior to removal of existing pavement and/or concrete, saw cuts at the interfaces must be made to reduce the risk of damage to the remaining surface. The Contractor shall be responsible for all damages to pavement or concrete surfaces. All damaged areas must be repaired to existing conditions or better, at the cost of the Contractor prior to payment of invoices.
7. The Contractor shall maintain driveway access throughout the project limits during construction unless driveway is being reconstructed as a result of the project. In this case, the Contractor will coordinate with the property owner and/or resident 48 hours in advance and shall complete driveway reconstruction within one week of this notification. Limited use of property owner's driveway during construction shall not exceed 24 hours.
8. During construction, existing pedestrian paths are to remain usable and accessible, or alternate accessible paths must be provided. Alternate path surface must be acceptable to the City, properly delineated, and signed.
9. The Contractor shall coordinate selection and review of any proposal staging areas with City staff prior to the start of construction.
10. Maintenance of traffic plans shall be provided by the Contractor, including a copy of the certification for the designated onsite Traffic Control Supervisor.
11. All workers within the right-of-way shall wear ANSI/ISEA Class 2 apparel.

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.

For projects exceeding \$200,000.00, the Contractor will be required to provide a payment and performance bond as per section XI of the Contract. Cost of bonding shall be included in the unit prices. The City will not pay any additional fees for bonding.

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 Procurement") to provide the goods and/or services to the City as outlined in this eBid. 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 Procurement" and Section 6.5 – "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 OpenGov	N/A
Bidders'/Offerors' Conference Location: N/A Attendance is: Not Mandatory but highly encouraged.	No Pre-Bid Meeting will be scheduled for this solicitation.	N/A
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.6.	April 2, 2025	5:00 p.m. ET
Responses to Written Questions	April 8, 2025	5:00 p.m. ET
Bids Due/Close Date and Time	April 21, 2025	3:00 p.m. ET

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

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

1.6. Official Issuing Officer (Procuring Agent)

Name: Michelle Fentress, Procurement Contracting Officer II

Email: mfentress@cityofpsl.com

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

Responsible - means the Contractor, whether a company or an individual, has appropriate legal authority to do business in the City, a satisfactory record of integrity, appropriate financial, organizational, and operational

capacity and controls, and acceptable performance on previous governmental and/or private contracts, if any.

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

Sourcing Platform - [OpenGov](#).

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 two (2) years. The City shall have three (3), 1-year options to renew, which options shall be exercisable at the sole discretion of the City. Renewal will be accomplished through the issuance of a Contract amendment from the City’s Procurement Management Division. 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.

1.8.1 Hours of Service

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

All night, Saturday, Sunday, and/or Holiday work must be authorized by the City and requires that the Contractor obtain a noise permit from the Port St. Lucie 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 on the OpenGov Platform during the Question and Answer open period. Please select the Question and Answer tab in the eBid project and click the “Ask Question” option. Once the question has been entered, select the “Submit

Question” button. Enter a subject in the Subject field and then type the question in the Question field below. 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.

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 1.5 – “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 the resources to successfully perform under the Contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of the City, financial resources sufficient to complete performance under the Contract, and experience in similar endeavors. If, during the evaluation process, the City is unable to assure itself of the Contractor’s ability to perform, if awarded, the City has the option of requesting from the Contractor any information deemed necessary to determine the Contractor’s responsibility. If such information is required, the Contractor will be so notified and will be permitted approximately seven (7) business days to submit the information requested.

2.1.5. Failing to Comply with Submission Instructions

Responses received after the identified due date and time or submitted by any other means than those expressly permitted by the 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 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 [section 287.133, Florida Statutes](#), for further information regarding business transactions with companies that have been convicted of public entity crimes.

2.1.7. The City’s Right to Amend and/or Cancel the 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, it 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 [OpenGov](#) 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 it, or an error or ambiguity that reasonably should have been known to it, it shall not be entitled to additional time by reason of the error/ambiguity or its late resolution. By submitting a response, the Contractor shall be deemed to have accepted all terms and agreed to all requirements of the 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 6.8 – "Public Award Announcement," of this document. **Contractors are encouraged to frequently check the solicitation documentations and embedded URLs for additional information. Finally, the City reserves the right to amend or cancel this eBid at any time.**

2.1.8. Assigning of the Contract & Use of Subcontractors

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

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

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

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

2.1.9. Proposal of Additional 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 Code of Ordinances, Section 35.15](#). By submitting a response to this eBid, the Contractor certifies that he is on notice of section 35.15, understands the procedures set forth therein, and acknowledges he is bound by the protest process therein.

2.1.11. Costs for Preparing Responses

Each Contractor's response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the response and participating in the procurement process (including the protest process) is the sole responsibility of the Contractor. The City will not provide reimbursement for such costs.

2.1.12. Public Access to Procurement Records

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

2.2. Submittal Instructions

Submittal Instructions to [OpenGov](#)

Listed below are key action items related to this eBid. The Schedule of Events in Section 1.5 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 [OpenGov](#). This eBid is being conducted through [OpenGov](#), an online, electronic tool, which allows a Contractor to register, logon, select answers, type text in response to questions, and upload any necessary documents. Each Contractor interested in competing to win a Contract award must complete and submit a response to this eBid using [OpenGov](#). Therefore, each Contractor MUST carefully review the submittal instructions on [OpenGov's](#) website and following the submittal guidance that is provided in Section 2.2 – "Submittal Instructions," 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 [OpenGov](#), including any and all documents provided by the City as attachments to the Sourcing Event or links contained within the Sourcing Event or its attached documents.

Please carefully review all information contained in the Sourcing Event, including all documents available as attachments or available through links. Any difficulty accessing the Sourcing Event or opening provided links or documents should be reported immediately to the Issuing Officer (See Section 1.6).

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 formats: 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 [OpenGov](#). 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 one (1) file TOTAL.** No hard copies will be accepted.
 - Cost Worksheet - Schedule A will be completed through [OpenGov](#).
 - Upload in one file and in the following order: **(Save as File #1).**
 - Copy of Bid Bond (the original must be turned in within 10 days after the opening or the bid may be considered non-responsive).
 - 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
 - Vendor certification Regarding Scrutinized Companies’ List
 - Affidavit of Nongovernment Entity Anti-Human Trafficking Laws (Electronic Confirmation)
 - W-9
 - Copy of Certificate of Insurance (COI)
 - Any license or certifications required for project.
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 [OpenGov](#) prior to the deadline. In the event a Contractor desires to withdraw its response after the closing date and time, the Contractor must submit a request in writing to the Issuing Officer.

3. General Insurance, Bonding, and Permit Requirements

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

3.1. Indemnification/Hold Harmless

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

3.2. Standard Insurance Requirements

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

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

1. Workers' Compensation Insurance & Employer's Liability: The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis. Should scope of work performed by Contractor qualify its employee(s) for benefits under Federal Workers'

Compensation Statute (for example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

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 CG2026) 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, Business Auto policy, Pollution policy and Installation Floater 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 shall be included as additional insured and shall include Contract #20250024 – Citywide Curb & Gutter, ADA Ramps, and Miscellaneous Sidewalk Replacement Projects."** The Policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance.

4. Business 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. Pollution Insurance: Contractor shall procure and agree to maintain in full force during the term of this Agreement, Pollution Liability Insurance in limits not less than \$1,000,000 per occurrence, \$2,000,000 aggregate, for any operations relating to the handling, storage, and transportation of hazardous materials and/or waste. Contractors Pollution should be in force for no less than the

entire term of the project and two years extended Completed Operations. The City of Port St. Lucie shall be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary and non-contributory basis.

6. Installation Floater Insurance: Contractor shall purchase and maintain Installation Floater insurance in an amount equal to 100% of the completed value of the project (Contractor's labor, equipment, materials, or fixtures to be installed, in-transit, or stored off-site during the performance of the Contract) including any amendments thereto (without coinsurance). The Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the work, including during transit, installation, and testing at the work site. Coverage shall be written on an all risk, replacement cost basis and shall include coverage for fire, lightening, windstorm/and hail, theft, flood and earth movement as well as coverage for losses that may occur during equipment testing. The policy shall include coverage for pollutant cleanup, debris removal, demolition, water damage, backup of sewer and drains, installation/testing of traffic signals and signs. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the City of Port St. Lucie, has an insurable interest in the property required to be covered. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the City of Port St. Lucie. The Installation Floater shall provide coverage from the time the equipment/material becomes the responsibility of the Contractor and shall continue without interruption during the installation, including any time during which the equipment/material is being transported to the installation site, or awaiting installation, whether on or off site. Contractor is responsible for the payment of all deductibles under the Installation Floater policy. The Installation Floater coverage shall include a waiver of subrogation rights endorsement in favor of the City.

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

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

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

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

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

It shall be the responsibility of the Contractor to ensure that all independent contractors and/or subcontractors comply with the same insurance requirements as listed herein, including Products & Completed Operations

coverage for a minimum of five (5) years from the date of possession by City or completion of Contract. It will be the responsibility of the Contractor to obtain Certificates of Insurance from all independent contractors and subcontractors listing the City as an Additional Insured, without the language, "when required by written contract." If Contractor, any independent contractors, and/or any subcontractors 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, Installation Floater Liability, Pollution 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.

For projects exceeding \$200,000.00, the Contractor will be required to provide a payment and performance bond as per section XI of the Contract. Cost of bonding shall be included in the unit prices. The City will not pay any additional fees for bonding.

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

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

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

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

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

3.3. Bonds and/or Letter of Credit

Bid Bond

Each responding Contractor must supply a Bid Bond or Bid Deposit (certified check, cashier's check, bank money order, bank draft of any national or state bank), in a sum of not less than **\$500.00** made payable to the City. As a **Mandatory Requirement**, the Bid Bond or Bid Deposit must be scanned and uploaded into [OpenGov](#) along with all other required documents, thus showing evidence that a Bid Bond or Bid Deposit was obtained. Responding Contractors must send the Original Bid Bond or Bid Deposit to the City within ten (10) days after the eBid Due Date as reflected above in Section 1.5 – "Schedule of Events." The Responding

Contractor's bid may be considered non-Responsive if the Bid Bond or Bid Deposit is not received within the specified time frame. Responding Contractors must submit a Bid Bond or Bid Deposit made payable to the City in a sealed envelope to:

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

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

Security Deposit

The Contractor must pay a cash security deposit or provide an irrevocable letter of credit in the amount of **\$500.00**. 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.

3.3.1 Proposal Certification

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

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

3.4 Payment Bond

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

Payment Bond

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

Performance Bond/Letter of Credit

The awarded Contractor(s) shall be required to furnish a recorded performance bond or an irrevocable letter of credit to the City for the faithful performance on the Contract in an amount equal to the contract price. The bond shall be issued by a Corporate Surety authorized to do business with the State of Florida. The

performance bond/letter of credit must be submitted to the City within ten (10) calendar days of the date the Contract is approved by City Council, but in any event, prior to the beginning of any Contract performance by the awarded Contractor.

3.5. Permits

The selected Contractor(s) 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 in the format identified in the Section 2.2 – "Submittal Instructions". Except as otherwise indicated, all requested forms and documents must be submitted electronically via the sourcing tool as an uploaded document to the Contractor's response.

4.1. Introduction

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

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

4.2. Contractor's General Information

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

4.3. Mandatory Requirements

As noted in the preceding section, this 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, Bid Bond, etc.
4. All licenses required to perform this work in Port St. Lucie.

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 Contractors review all documents that are electronically attached to this eBid. Reviewing the documentation ensures that Contractors understand the full scope of the City’s request.

5. Cost/Pricing

Each Contractor is required to submit pricing in the form provided on OpenGov 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; and
6. In the event there is a discrepancy between (1) the Contractor’s pricing as quoted in the Cost Table, and (2) the Contractor’s pricing as quoted by the Contractor in one or more single line entries directly into the Sourcing Event screen, the former shall govern; and
7. The prices quoted and listed in the response shall be firm throughout the term of the resulting Contract, unless otherwise noted in the 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.

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.”

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

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 a 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 6.8 – “Public Award Announcement.”

6.1. Administrative/Preliminary Review

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

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

6.2. Best Value Analysis (See [also City Code of Ordinances Section 35.12](#)):

Best value means the overall value to the City, in the City’s sole and absolute discretion, as determined by consideration of the following:

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

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

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

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

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

6.3. Evaluating Bid Factors (Section 4)

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

6.4. Evaluating Cost

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

6.5. Selection and Award

The City reserves the right to: (a) waive minor irregularities, variances or non-material defects in a response; (b) reject any and all responses, in whole or in part; (c) request clarifications from Contractors; (d) request resubmissions from all Contractors; (e) award in whole, in part, or by line item; and (f) take any other action as permitted by law. The 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 or Multiple Award

Any Contract award(s) resulting from the eBid will be made to the Responsive and Responsible Contractor(s) that exhibit the best value as evaluated in Section 6.3 – "Evaluating Bid Factors," that meet all required specifications, and with whom the City has reached agreement on all Contract terms and conditions. The City reserves the right to select one or more Contractors for award and to award all items to one or more Contractors, individual line items to one or more Contractors, or subcategories of products/services to one or more Contractors, when to do so is in the best interests of the City.

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

Except where otherwise provided by federal or state law, other funding source restrictions, or as otherwise set forth in the purchasing policy, the City 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 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 of Ordinances 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.

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

6.7. Site Visits, Samples, and Oral Presentations

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

6.8. Public Award Announcement

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

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 can be downloaded from [OpenGov](#) and found in the Sample Contract, to this eBid. 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](#) and attached Sample Contract 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 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 then 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 thereto), 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 the Contract and shall be given no weight or consideration.

8. Payment

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

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

9. List of eBid Attachments

The following documents make up this eBid. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer.

- ❖ E-Bid Document (this document)

Attachments:

- A. Sample Contract (Attached)
- B. Other Mandatory Documents- Must be uploaded to [OpenGov](#) as **File #1**:
 - Copy of Bid Bond
 - Contractor's General Information Worksheet/Questionnaire
 - Cone of Silence and Communication Document
 - Contractor's Code of Ethics
 - E-Verify Form
 - Non-Collusion Affidavit
 - Drug Free Workplace Form
 - Trench Safety (Based upon each ebid)
 - Vendor Certification Regarding Scrutinized Companies' List
 - Affidavit of Nongovernment Entity Anti-Human Trafficking Laws (Electronic Confirmation)
 - W-9
 - Copy of Certificate of Insurance
 - Any license or certifications required for this project

****Any documents indicated in Section 4.3 – "Mandatory Requirements," 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.**

20250024
CITYWIDE CURB & GUTTER, ADA RAMPS, AND
MISCELLANEOUS SIDEWALK REPLACEMENT
PROJECTS

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

RELEASE DATE: March 18, 2025
DEADLINE FOR QUESTIONS: April 2, 2025
RESPONSE DEADLINE: April 21, 2025, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:
<https://secure.procurenow.com/portal/cityofpsl>

City of Port St. Lucie
Citywide Curb & Gutter, ADA Ramps, and Miscellaneous Sidewalk
Replacement Projects

1. Introduction
2. Project Details
3. Pricing Proposal
4. Vendor Questionnaire

Attachments:

- A - Exhibit - Bus Stop Shelter
- B - Exhibit - Sidewalk Repair
- C - 20250024-Sample Contract
- D - Cone of Silence
- E - 20250024 - Contractor's General Information Work Sheet
- F - 20250024 - Contractor's Code of Ethics
- G - Drug Free Workplace
- H - E-Verify Form
- I - Non-Collusion Affidavit
- J - Trench Safety Compliance
- K - Vendor Certification Regarding Scrutinized Companies Form
- 20250024-E-Bid Document

1. Introduction

1.1. Summary

Pursuant to the [City of Port St. Lucie Code of Ordinances, Section 35.07](#), this electronic (“eBid”) is being issued to establish a Contract with one or more qualified Contractors who will provide **Citywide Curb & Gutter, ADA Ramps, and Miscellaneous Sidewalk Replacement Projects** to the City of Port St. Lucie (hereinafter, “City”) as further described in this eBid.

The Project consists of demolishing and replacing various pedestrian curb and gutters, ADA ramps and miscellaneous sidewalks at locations throughout the City of Port St. Lucie

The Contractor may also be tasked with construction of miscellaneous sidewalk projects on an as needed basis.

1.2. Timeline

Release Project Date:	March 18, 2025
Question Submission Deadline:	April 2, 2025, 5:00pm
Proposal Submission Deadline:	April 21, 2025, 3:00pm City of PSL Complex Building A, 3rd Floor #390 121 SW Port St. Lucie Blvd Port St. Lucie, FL 34984

1.3. Procurement Contact

Michelle Fentress
Contracting Officer II
121 SW Port St Lucie Blvd
Port St. Lucie, FL 34983
Email: mfentress@cityofpsl.com
Phone: (772) 871-7614

2. Project Details

2.1. Important Instructions for Electronic Submittals

The City of Port St. Lucie is accepting electronic bid submissions. Bidders shall create a FREE account with OpenGov Procurement by signing up at <https://procurement.opengov.com/signup>. Once you have completed account registration, browse back to this page, click on "Draft Response", and follow the instructions to submit the electronic bid.

Please see the Attachments section for E-Bid Document.

2.2. Scope of Work or Project Details

The City of Port St. Lucie desires to obtain proposals from qualified individuals, firms, and legal entities relative to the Citywide Curb & Gutter, ADA Ramps and Miscellaneous Sidewalk Replacement Projects. The Contract period is a two (2) year period with options to renew for additional three (3) 1-year periods for a total not to exceed five (5) years.

It is the intent of the City to enter into a unit price contract with multiple qualified Contractors to provide all of the labor, supervision, equipment, machinery, tools, materials, permits, transportation, utilities, and other incidentals required to complete the work in accordance with the Contract Documents. All work shall be in accordance with the most recent FDOT Design Standards and ADA compliant.

Scope of Work: As part of the Citywide maintenance of existing pedestrian facilities, the Contractor shall provide all labor and materials necessary to demolish and replace various pedestrian curb and gutters, ADA ramps and miscellaneous sidewalks at locations throughout the City of Port St. Lucie. The Contractor may also be tasked with construction of miscellaneous sidewalk projects on an as needed basis.

Construction:

1. Curb and gutter, ADA ramps and sidewalk construction shall comply with the most recent edition of the FDOT Design Standards.
2. Curb and gutter, ADA ramps and sidewalk layout shall be coordinated with the City staff at time of construction.
3. Concrete shall be 3,000 psi unless otherwise stated.
4. New detectable warning surfaces shall be brick red in color, unless otherwise noted, and cast in place. Refer to FDOT Standard Index 304 for additional requirements.
5. Sidewalk joints shall be Open-Type unless otherwise noted.
6. Prior to removal of existing pavement and/or concrete, saw cuts at the interfaces must be made to reduce the risk of damage to the remaining surface. The Contractor shall be responsible for all damages to pavement or concrete surfaces. All damaged areas must be repaired to existing conditions or better, at the cost of the Contractor prior to payment of invoices.
7. The Contractor shall maintain driveway access throughout the project limits during construction unless driveway is being reconstructed as a result of the project. In this case, the Contractor will coordinate with the property owner and/or resident 48 hours in advance and shall complete driveway reconstruction within one week of this notification. Limited use of property owner's driveway during construction shall not exceed 24 hours.

8. During construction, existing pedestrian paths are to remain usable and accessible, or alternate accessible paths must be provided. Alternate path surface must be acceptable to the City, properly delineated, and signed.
9. The Contractor shall coordinate selection and review of any proposal staging areas with City staff prior to the start of construction.
10. Maintenance of traffic plans shall be provided by the Contractor, including a copy of the certification for the designated onsite Traffic Control Supervisor.
11. All workers within the right-of-way shall wear ANSI/ISEA Class 2 apparel.

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.

For projects exceeding \$200,000.00, the Contractor will be required to provide a payment and performance bond as per section XI of the Contract. Cost of bonding shall be included in the unit prices. The City will not pay any additional fees for bonding.

Please see the Attachments section for specifications and attachments.

3. Pricing Proposal

SCHEDULE A

Mobilization / Maintenance of Traffic

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Project total \$0.00 to \$5,000	1	LS		
2	Project total \$5,001 to \$10,000	1	LS		
3	Project Total \$10,001 to \$50,000	1	LS		
4	Project total \$50,001 to \$100,000	1	LS		
5	Project Total \$100,001 to \$200,000	1	LS		
6	Project total \$200,001 and UP	1	LS		
TOTAL					

SCHEDULE A

ADA & Sidewalk Repair Items

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
7	Remove & Replace Curbing (All types)	1	LF		
8	Remove & Replace Concrete Sidewalk - 4" thick	1	SY		
9	Remove & Replace Concrete Sidewalk - 6" thick, includes curb ramps	1	SY		
10	Install Cast in Place Detectable Warning Surfaces	1	SF		
11	Sod - Bahia - includes initial watering	1	SY		
12	Sod - Floratam - includes watering	1	SY		
13	Embankment / Fill	1	CY		
14	Excavation	1	CY		
TOTAL					

SCHEDULE B

Furnish and Install Items - Curb

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
15	Curb - Type "A" - includes end section	1	LF		
16	Curb - Type "B" - includes end section	1	LF		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
17	Curb - Type "D" - includes end section	1	LF		
18	Curb - Type "E" - includes end section	1	LF		
19	Curb - Type "F" - includes end section	1	LF		
20	Curb - Type "Drop Curb" - includes end section'	1	LF		
21	Curb - Type "Shoulder Gutter" - includes end section	1	LF		
22	Curb - Type "Valley Gutter" - includes end section	1	LF		
TOTAL					

SCHEDULE B

Furnish and Install Items - Sidewalk

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
23	Gravity Walls	1	CY		
24	Aluminum Pipe Guiderail	1	LF		
25	Construct Sidewalk - 4" Thick	1	SY		
26	Construct Sidewalk - 6" Thick	1	SY		
27	Stamped Texture Concrete	1	SY		
TOTAL					

SCHEDULE B

General Site Work & Landscaping Items

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
28	Removal of Concrete (not replaced)	1	CY		
29	Clearing & Grubbing	1	AC		
30	Swale Liner Installation (City Provided)	1	LF		
31	Remove and Replace existing tree 10" or less	1	EA		
TOTAL					

SCHEDULE B

Additional Items

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
32	Survey, Stakeout, and As-builts	1	HR		
33	Additional Maintenance of Traffic (Night Work)	1	NIGHT		
34	Utility Box Adjustment	1	EA		
35	Remove and Replace Brick Pavers	1	SF		
36	Remove Brick Pavers (not replaced)	1	SF		
37	Flowable Fill	1	CY		
38	Furnish & Install Superpave Asphaltic Concrete (SP-9.5) 2"	1	SY		
39	Install Trash / Recycle Bin (City Provided)	1	EA		
40	Install Bench (City Provided)	1	EA		
41	Furnish & Install New Post and Sign	1	EA		
42	Existing Post and Sign Relocation	1	EA		
43	Thermoplastic, Standard, White/Yellow, Solid 6"	1	LF		
44	Thermoplastic, Standard, White, Solid 12"	1	LF		
45	Thermoplastic, Standard, White, Solid, 24"	1	LF		
46	Bus Stop Shelter: Assembly and Installation (City Provided)	1	EA		
TOTAL					

4. Vendor Questionnaire

4.1. Respondent Submittals (without Cost)*

Please Upload your COMPLETE response, including any and all required forms listed in the solicitation and the corresponding attachments.

(Do not upload cost information in here)

*Response required

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

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

☐ Please confirm

*Response required

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

☐ Please confirm

*Response required

#20250024

Title: Citywide Curb & Gutter, ADA Ramps, and Miscellaneous Sidewalk Replacement Projects



DURABILITY WITH DISTINCTION

INSTALLATION INSTRUCTIONS

FOR

**13' NON-AD BUS STOP SHELTER
38556-00**

NOTE: Read all instructions prior to installing the shelters. One roof may have been assembled at Tolar Manufacturing. Use this roof as a guide and reference to assemble the remaining roofs.

Compare Hardware and parts to the Packing/Ship list to ensure all parts and hardware are accounted for. Report missing items to Tolar Manufacturing within 48 hours of shipment arrival.

TOLAR MANUFACTURING COMPANY INC.

TRANSIT SHELTERS | STREET FURNITURE | DISPLAYS & DIRECTORIES | TRANSIT SOLAR LIGHTING
258 Mariah Circle, Corona, CA USA 92879-1751 | 800-339-6165 | 951-808-0081 | www.tolarmfg.com

4.3.4 Kwik Bolt TZ Expansion Anchor

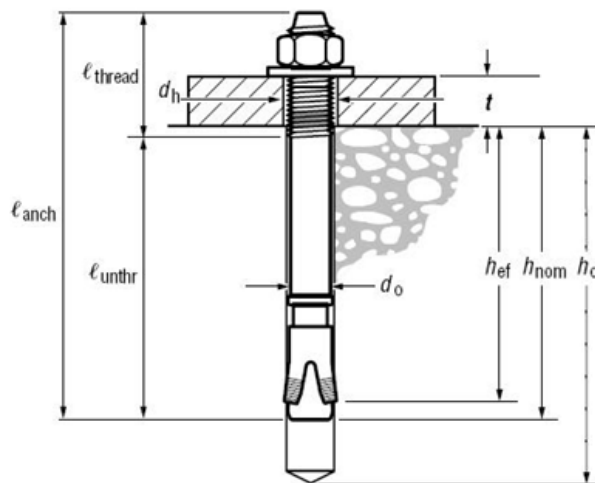
4.3.4.3 Technical Data

Table 1 — Kwik Bolt TZ Specification Table

SETTING INFORMATION	Symbol	Units	Nominal anchor diameter (in.)													
			3/8		1/2		5/8		3/4							
Anchor O.D.	d_o	In. (mm)	0.375 (9.5)		0.5 (12.7)		0.625 (15.9)		0.75 (19.1)							
Nominal bit diameter	d_{bit}	In.	3/8		1/2		5/8		3/4							
Effective min. embedment	h_{ef}	In. (mm)	2 (51)		2 (51)	3-1/4 (83)	3-1/8 (79)	4 (102)	3-3/4 (95)	4-3/4 (121)						
Min. hole depth	h_o	In. (mm)	2-5/8 (67)		2-5/8 (67)	4 (102)	3-3/4 (95)	4-3/4 (121)	4-5/8 (117)	5-3/4 (146)						
Min. thickness of fixture ¹	t_{min}	In. (mm)	1/4 (6)		3/4 (19)	1/4 (6)	3/8 (9)	3/4 (19)	1/8 (3)	1-5/8 (41)						
Max. thickness of fixture	t_{max}	In. (mm)	2-1/4 (57)		4 (101)	2-3/4 (70)	5-5/8 (143)	4-3/4 (121)	4-5/8 (117)	3-5/8 (92)						
Installation torque	T_{inst}	ft-lb (Nm)	25 (34)		40 (54)		60 (81)		110 (149)							
Min. dia. of hole in fixture	d_h	In. (mm)	7/16 (11.1)		9/16 (14.3)		11/16 (17.5)		13/16 (20.6)							
Available anchor lengths	ℓ_{anch}	In. (mm)	3 (76)	3-3/4 (95)	5 (127)	3-3/4 (95)	4-1/2 (114)	5-1/2 (140)	7 (178)	4-3/4 (121)	6 (152)	8-1/2 (216)	10 (254)	5-1/2 (140)	8 (203)	10 (254)
Threaded length including dog point	ℓ_{thread}	In. (mm)	7/8 (22)	1-5/8 (41)	2-7/8 (73)	1-5/8 (41)	2-3/8 (60)	3-3/8 (86)	4-7/8 (125)	1-1/2 (38)	2-3/4 (70)	5-1/4 (133)	6-3/4 (171)	1-1/2 (38)	4 (102)	6 (152)
Unthreaded length	ℓ_{unthr}	In. (mm)	2-1/8 (54)			2-1/8 (54)			3-1/4 (83)			4 (102)				
Installation embedment	h_{nom}	In. (mm)	2-1/4 (57)			2-3/8 (60)		3-5/8 (92)		3-5/8 (92)		4-1/2 (114)		4-3/8 (111)		5-3/8 (137)

¹ The minimum thickness of the fastened part is based on use of the anchor at minimum embedment and is controlled by the length of thread. If a thinner fastening thickness is required, increase the anchor embedment to suit.

Figure 1 — Kwik Bolt TZ installed





DURABILITY WITH DISTINCTION

Tolar Manufacturing Company, Inc.

258 Mariah Circle, Corona, CA 92879 P: (951) 808 - 0081 | F: (951) 808 - 0041

PACKING LIST

Report Missing Items to Tolar Mfg. Customer Service within 48 Hours of Receipt

Order Number	13832	
Customer Code	STLUCIE01	Community Services
Customer Name	St. Lucie County Board of Cc	Fort Pierce FL 34950

QTY Ordered Part Number Part Description

7.00 38556-00 13NALPPM- HERRINGBONE
13' NON-ADVERTISING LOW PEAK SIERRA SERIES TRANSIT

Color Verification:

By:

Components

Part Number	Description	QTY /Unit	QTY Total	Load	Counted By	Checked By	Customer Received By
9232-00A	ROOF ASSEMBLY, 13NALP	1.00	7.00				
1950-00P	ROOF PANEL, LOW PEAK	3.00	21.00				
1951-00	BATTEN WELDMENT W/ PRESSURE RIB, LOW PEAK	4.00	28.00				
10705-00	END BAND WITH BATTEN, LEFT SIDE, LOW PEAK	2.00	14.00				
10706-00	END BAND WITH BATTEN, RIGHT SIDE, LOW PEAK	2.00	14.00				
1818-00	DUAL POST WELD. W/ SCREEN TABS	2.00	14.00				
5409-00	END SCREEN WELDMENT, 20-1/4" X 77-1/2"	2.00	14.00				
39655-00	REAR SCREEN ASSEMBLY, 45 X 69	3.00	21.00				
7847-00	SHOE WELDMENT, STEEL	4.00	28.00				
1090-00	ASSY. BOTTOM GLASS CLIP, 12"	6.00	42.00				
1002010P	PAINTED FINISHING PLUG, 5/8" STEEL FLAT TOP	24.00	168.00				

COMMENTS:

U.N.O. TOUCH UP PAINT REQUIREMENT IS _____

Report Missing Items to Tolar Mfg. Customer Service within 48 Hours of Receipt

P: (951) 808 - 0081 | F: (951) 808 - 0041

customerservice@tolarmfg.com

Hardware

Part Number	Description	QTY /Unit	QTY Total	Load	Counted By	Checked By	Customer Received by	Ship Direct
8645150	TEK SCREW, #14 X 1-1/2", SELF TAP, FLANGE HD W/	24.00	168.00					<input type="checkbox"/>
8684053	FLAT WASHER, 1/4", STN. STL.	32.00	224.00					<input type="checkbox"/>
8403100	MACHINE SCREW, 1/4"-20 X 1", BUTTON HD, TORX	16.00	112.00					<input type="checkbox"/>
8163044	HEXNUT, 1/4"-20, STN. STL. NYLOCK	16.00	112.00					<input type="checkbox"/>
8086115	BOLT, 3/8"-16 X 1", STAINLESS STL.	16.00	112.00					<input type="checkbox"/>
8705068	LOCK WASHER, 3/8", STAINLESS STL.	16.00	112.00					<input type="checkbox"/>
8685100	FLAT WASHER, 3/8", STAINLESS STL.	16.00	112.00					<input type="checkbox"/>
8087425	BOLT, 1/2"-13 X 4", STAINLESS STL.	4.00	28.00					<input type="checkbox"/>
8176075	HEXNUT, 1/2"-13, STN. STL. TOP LOCKING	4.00	28.00					<input type="checkbox"/>
8537055	DRIVE SCREW, #14 X 3/4"	4.00	28.00					<input type="checkbox"/>
8583080	SH. METAL SCREW, #14 X 1-1/4", W/ NEOPRENE	16.00	112.00					<input type="checkbox"/>
8513038	MACHINE SCREW, 1/4"-20 X 3/8", TRUSS HD,	6.00	42.00					<input type="checkbox"/>
8027450	ANCHOR HILTI KWIK BOLT TZ 1/2" X 4-1/2" ZINC	16.00	112.00					<input type="checkbox"/>
1106050	BIT, TORX T-30, TAMPER-PRUF;TAMPER-PRUF ITEM	1.00	7.00					<input type="checkbox"/>
1106040	BIT, TORX T-27, TAMPER-PRUF	1.00	7.00					<input type="checkbox"/>

QTY Ordered Part Number Part Description

Color Verification:

By:

7.00 3390010 USC RMS80F
W/ (2) BATTERIES, (2) 40 WATT MONO PANELS, (1) LIGHT BAR

QTY Ordered Part Number Part Description

Color Verification:

By:

7.00 15902-200 SOLAR BRACKET KIT, PEAK ROOF

Components

Part Number	Description	QTY /Unit	QTY Total	Load	Counted By	Checked By	Customer Received By
17060-00	SOLAR PEAK ROOF BRACKET FOR URBAN SOLAR	2.00	14.00				
18842-00	BRACKET, SOLAR PANEL ANGLE	2.00	14.00				

Hardware

Part Number	Description	QTY /Unit	QTY Total	Load	Counted By	Checked By	Customer Received by	Ship Direct
1106050	BIT, TORX T-30, TAMPER-PRUF;TAMPER-PRUF ITEM	1.00	7.00					<input type="checkbox"/>

COMMENTS:

U.N.O. TOUCH UP PAINT REQUIREMENT IS _____

Report Missing Items to Tolar Mfg. Customer Service within 48 Hours of Receipt

P: (951) 808 - 0081 | F: (951) 808 - 0041

customerservice@tolarmfg.com

8583080	SH. METAL SCREW, #14 X 1-1/4", W/ NEOPRENE	12.00	84.00				
---------	--	-------	-------	--	--	--	--



QTY Ordered Part Number Part Description
7.00 39657-00 MAP CASE, 36-1/4 X 40-1/4

Color Verification:

By:

Components

Part Number	Description	QTY /Unit	QTY Total	Load	Counted By	Checked By	Customer Received By
39658-00	MAP CASE ASSEMBLY, 36-1/4" X 40-1/4"	1.00	7.00				

Hardware

Part Number	Description	QTY /Unit	QTY Total	Load	Counted By	Checked By	Customer Received by	Ship Direct
8433280	MACHINE SCREW, 1/4"-20 X 3-1/2", PAN HD,	4.00	28.00					<input type="checkbox"/>
8703049	LOCK WASHER, 1/4", STAINLESS STL.	4.00	28.00					<input type="checkbox"/>
8163044	HEXNUT, 1/4"-20, STN. STL. NYLOCK	4.00	28.00					<input type="checkbox"/>
8684053	FLAT WASHER, 1/4", STN. STL.	4.00	28.00					<input type="checkbox"/>
1106030	BIT, TORX T-25, TAMPER-PRUF	1.00	7.00					<input type="checkbox"/>

QTY Ordered Part Number Part Description
7.00 12952-111 66BNCHRCYL
66" RECYCLED SLAT BENCH, NO BACK, 3 SEAT, LOOP ARM

Color Verification:

By:

Components

Part Number	Description	QTY /Unit	QTY Total	Load	Counted By	Checked By	Customer Received By
5197-01	WELDMENT, BENCH LEG	4.00	28.00				
5620-00	SLAT, BENCH - RECYCLED PLASTIC, 64-7/8"	3.00	21.00				

Hardware

Part Number	Description	QTY /Unit	QTY Total	Load	Counted By	Checked By	Customer Received by	Ship Direct
8047375	ANCHOR, SUP-R-STUD 1/2" X 3-3/4" ZINC	8.00	56.00					<input type="checkbox"/>
8155036	HEXNUT, 1/4"-20, STAINLESS STL.	12.00	84.00					<input type="checkbox"/>
8703049	LOCK WASHER, 1/4", STAINLESS STL.	12.00	84.00					<input type="checkbox"/>
8684053	FLAT WASHER, 1/4", STN. STL.	12.00	84.00					<input type="checkbox"/>
8124200	BOLT, CARRIAGE, 1/4"-20 X 2", STAINLESS STL.	12.00	84.00					<input type="checkbox"/>

COMMENTS:

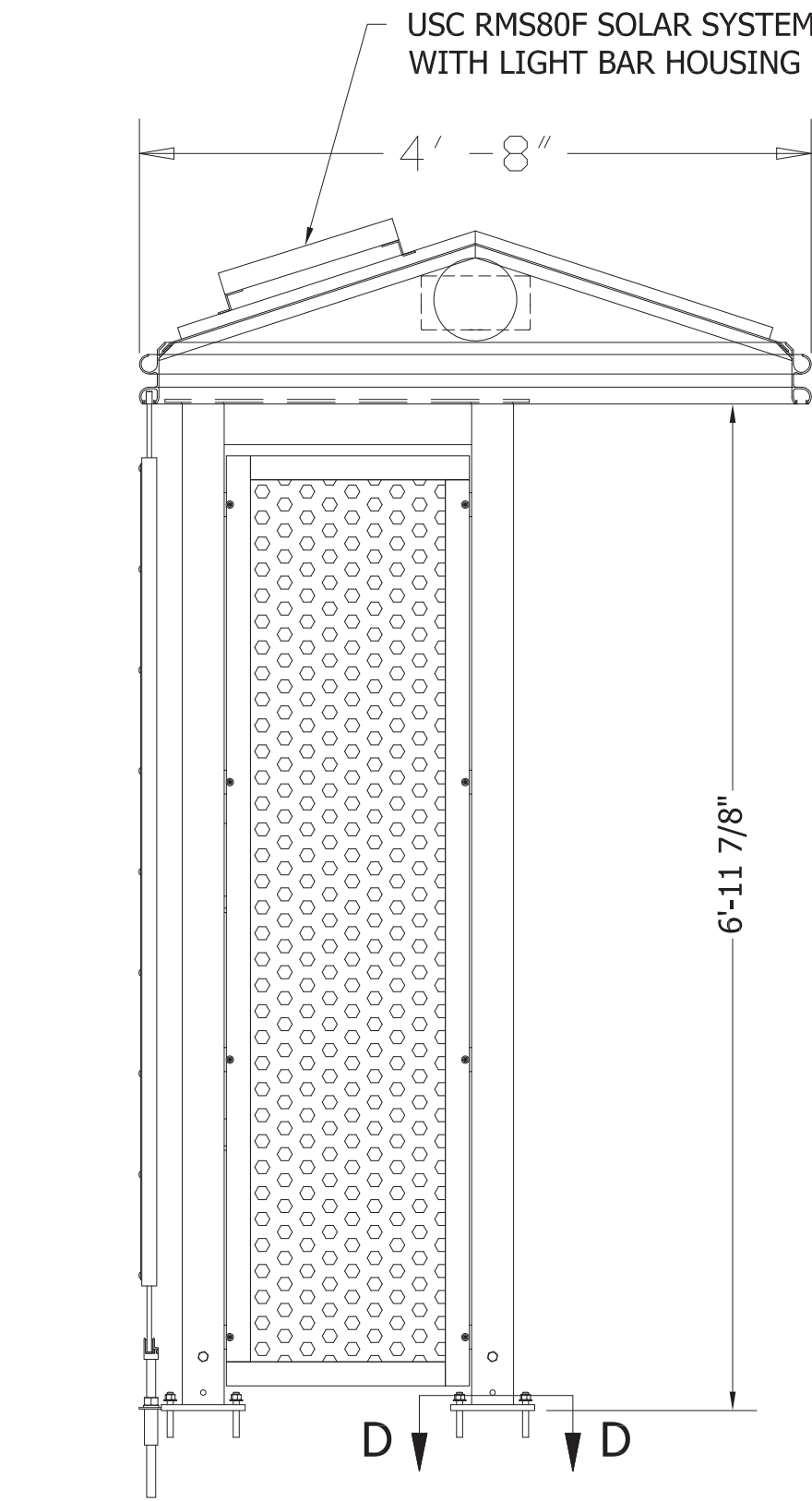
U.N.O. TOUCH UP PAINT REQUIREMENT IS _____

Report Missing Items to Tolar Mfg. Customer Service within 48 Hours of Receipt

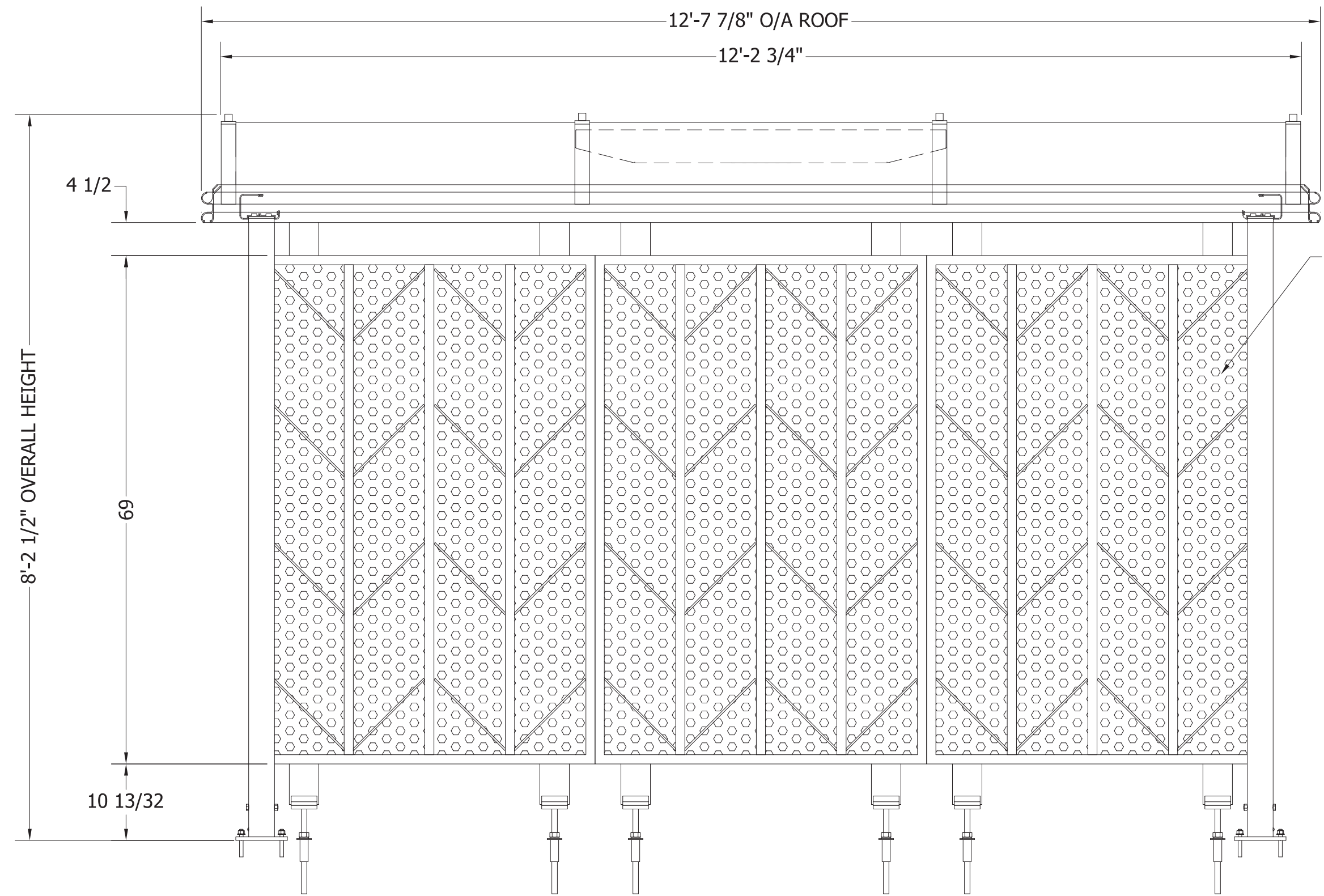
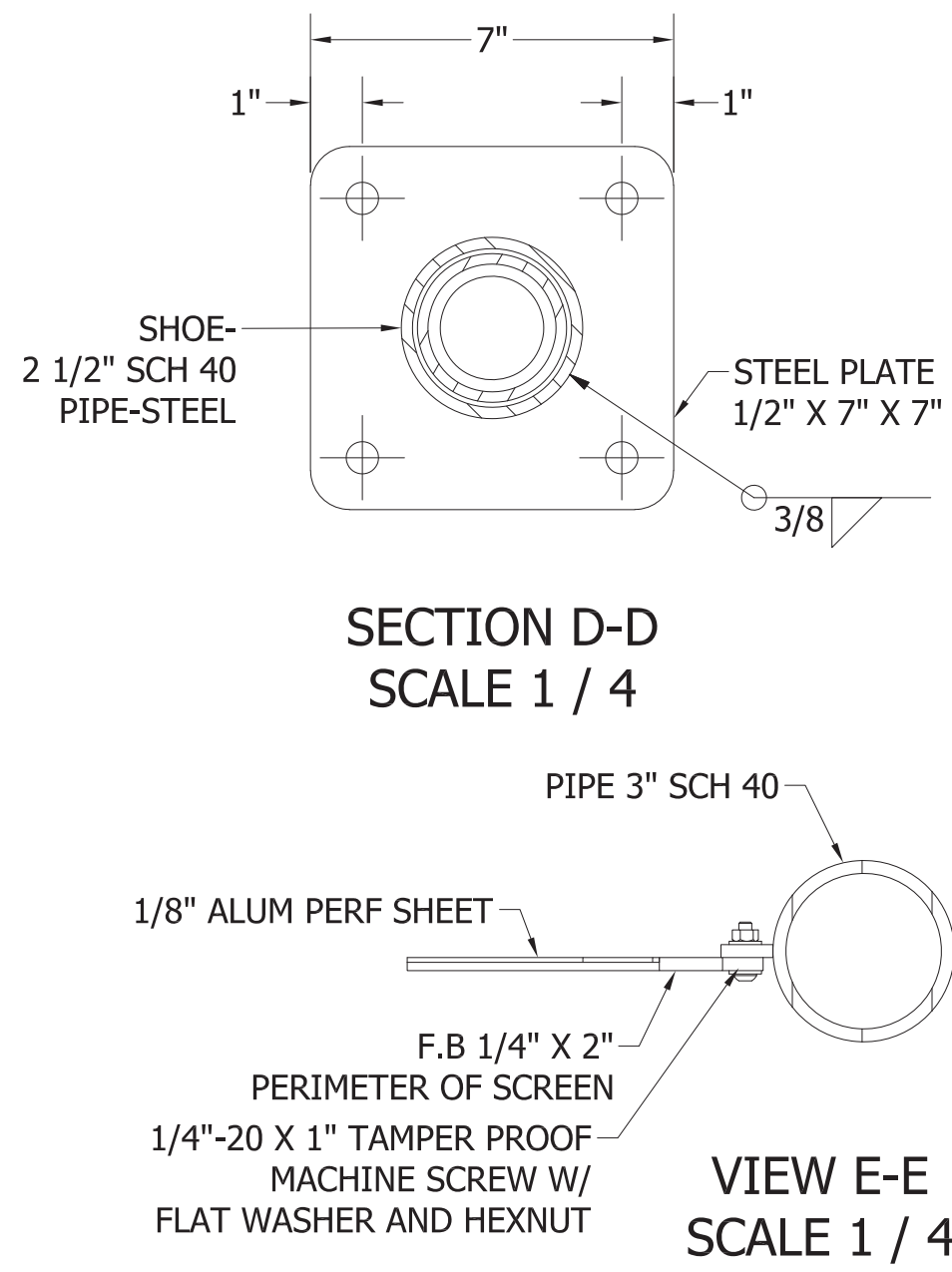
P: (951) 808 - 0081 | F: (951) 808 - 0041
customerservice@tolarmfg.com

GENERAL NOTES:

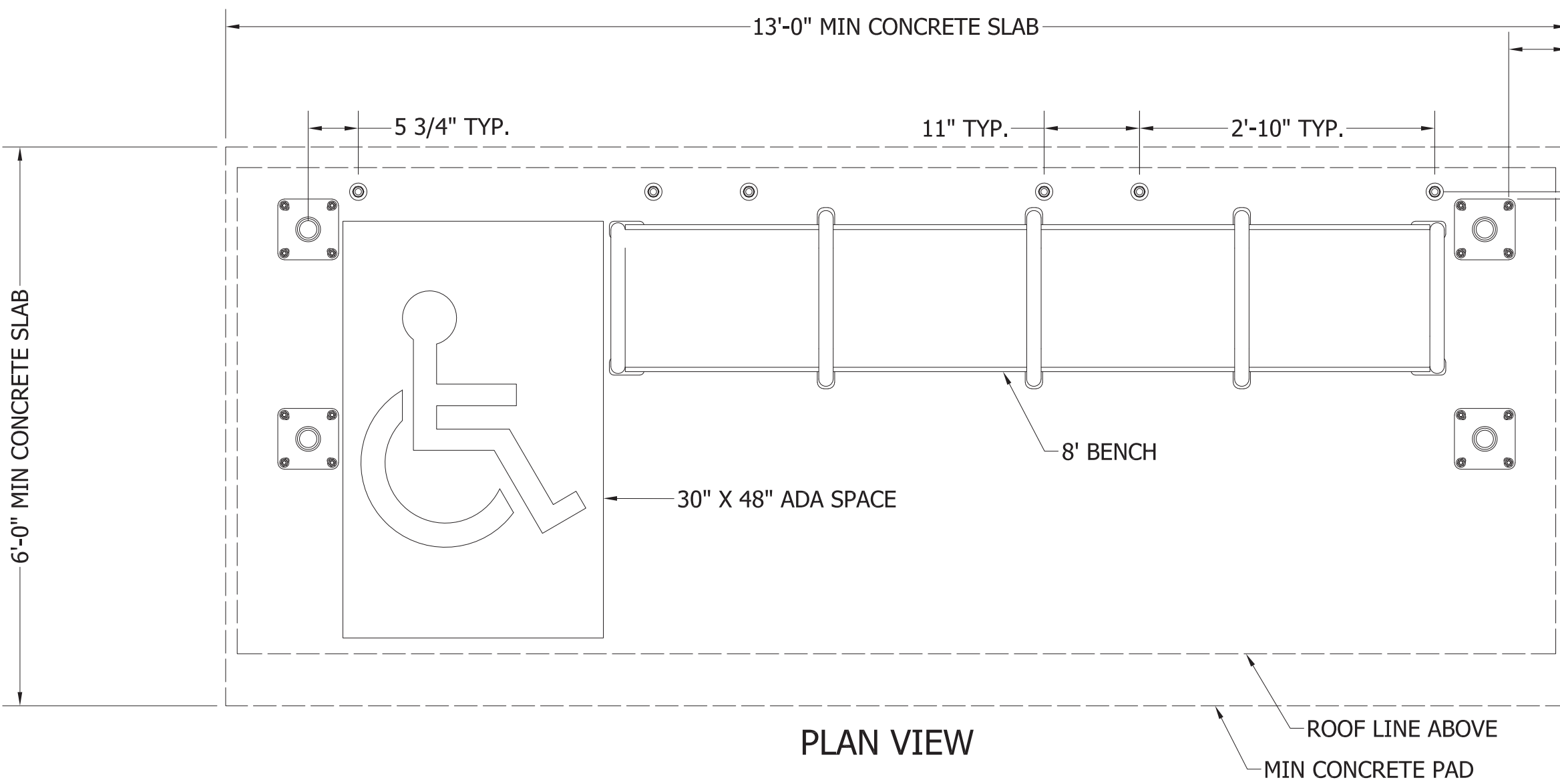
1. ALL STRUCTURAL STEEL, UNLESS OTHERWISE NOTED, SHALL BE ASTM A-36, MINIMUM YIELD STRENGTH 36,000 PSI.
2. ALL STRUCTURAL ALUMINUM MEMBERS, UNLESS OTHERWISE NOTED, SHALL BE OF ALLOY 6063-T5 OR GREATER.
3. ALL HOLES TO BE DRILLED OR PUNCHED.
4. STEEL WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1. 1-10. ELECTRODES SHALL CONFORM TO AWS 5.1, CLASS E70S-5.
5. ALUMINUM WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1. 2-08. ELECTRODES SHALL CONFORM TO AWS/SFA 5.10 CLASS ER4043.
6. ALL WELDING TO BE DONE AT TOLAR MANUFACTURING COMPANY, INC. FACILITY.
7. ALL CORPORATE PROCEDURES, INCLUDING FABRICATION, MUST BE IN COMPLIANCE WITH TOLAR MANUFACTURING CO. INC'S QUALITY CONTROL MANUAL.



END ELEVATION



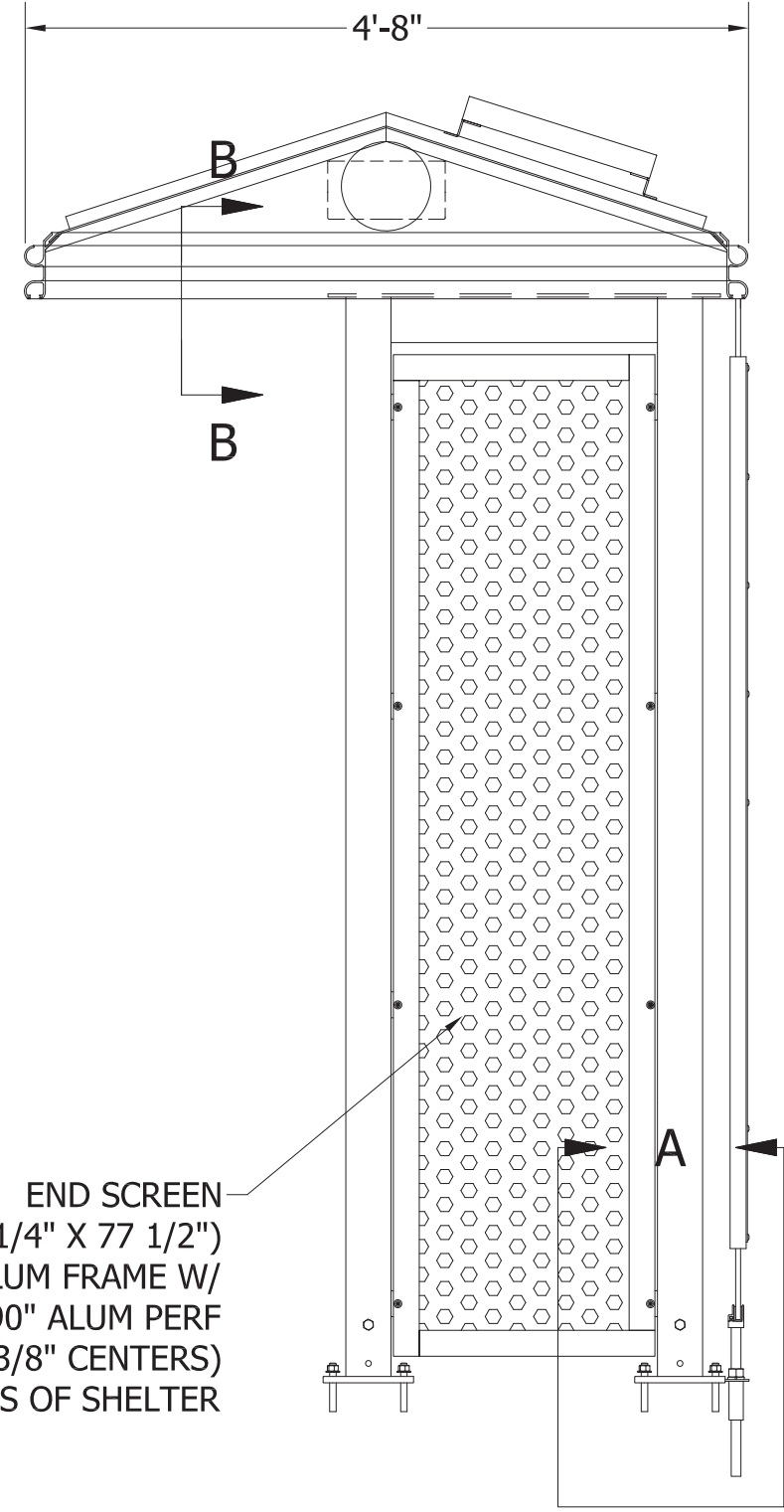
FRONT ELEVATION



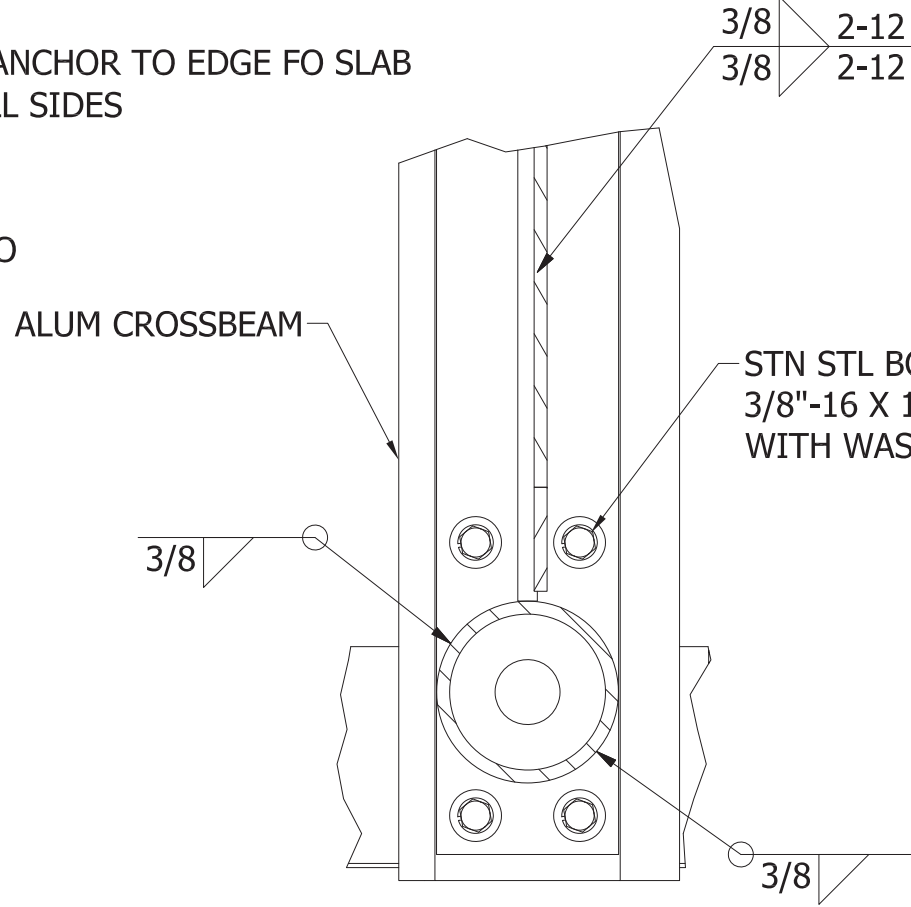
PLAN VIEW

REAR SCREEN
O/A DIM (45" X 80")
STEEL FRAME W/
.090" ALUM PERF SHEET
(1/4" HOLES ON 3/8" CENTERS)

END SCREEN
O/A DIM (20 1/4" X 77 1/2")
ALUM FRAME W/
.090" ALUM PERF
(1/4" HOLES ON 3/8" CENTERS)
AT BOTH ENDS OF SHELTER

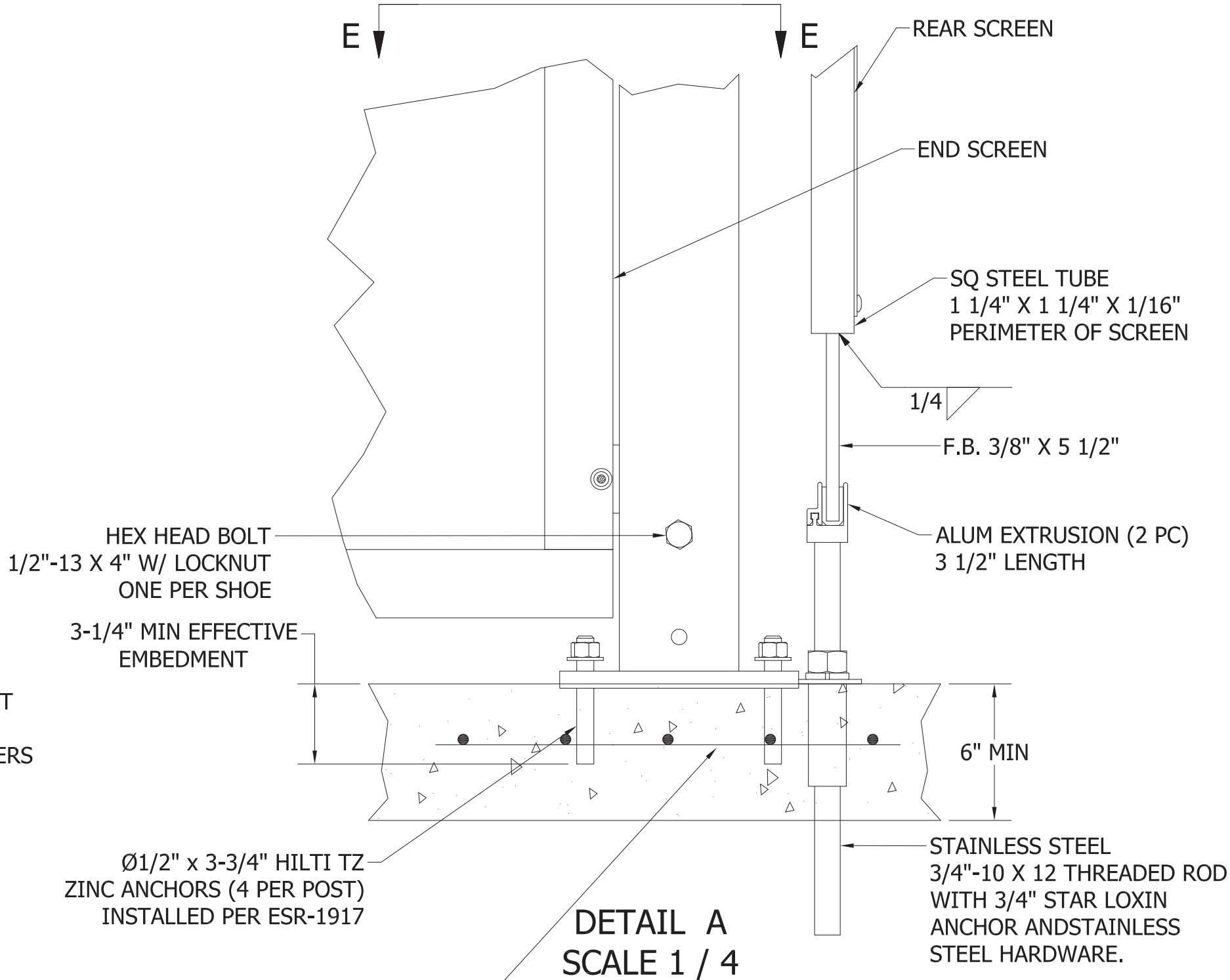
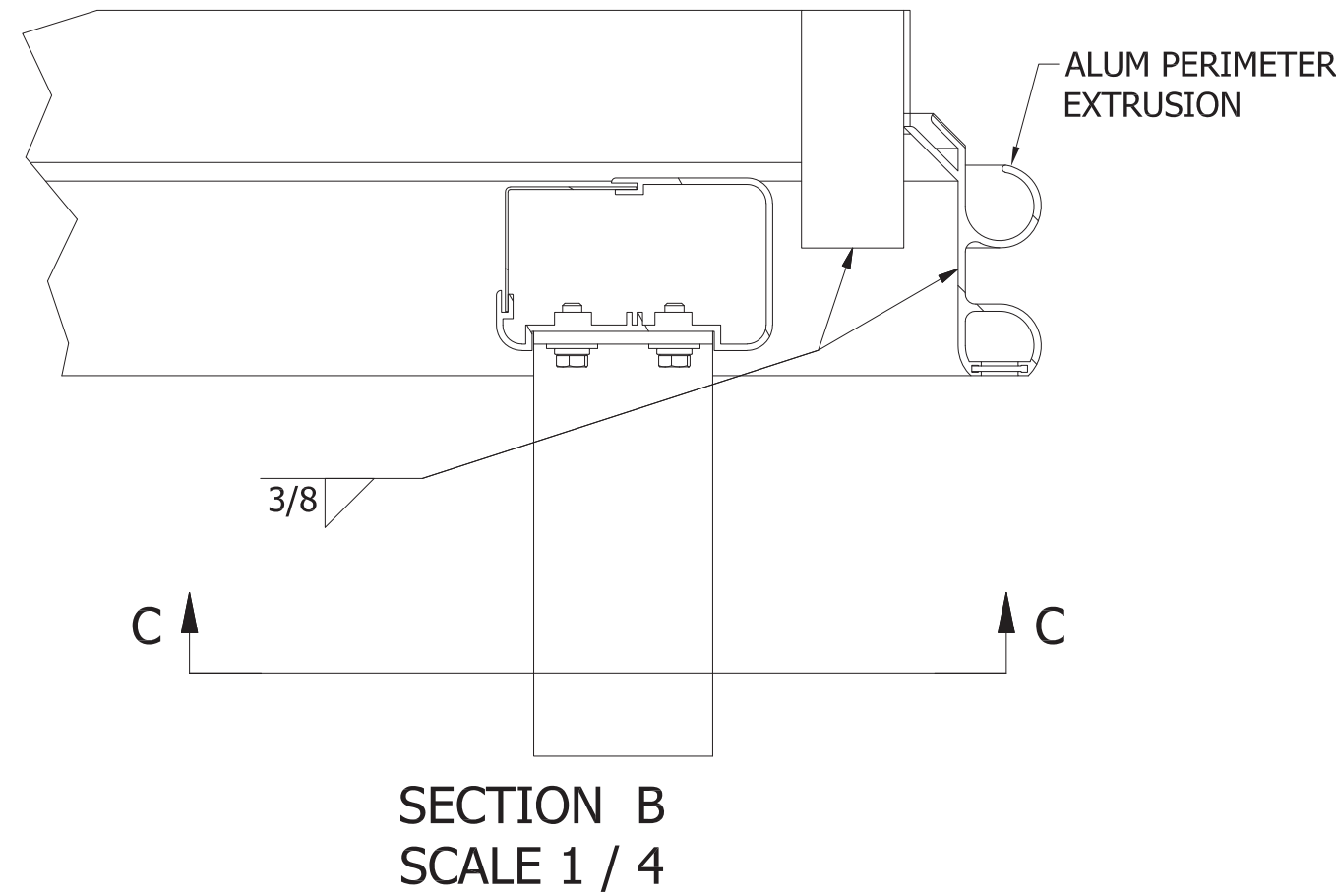


END ELEVATION



SECTION C-C
SCALE 1 / 4

REVISION HISTORY			
REV	DESCRIPTION	DATE	APPROVED
A	REVISED PER STRUCTURAL CALCS	RF	2/4/2021



#4 REBAR @ 12" OC E.W. AT
CENTER OF SLAB & 3" EDGE
CLEARANCE



Tolar Manufacturing Company, Inc 258 Mariah Circle, Corona CA. 92879			
DESCRIPTION ELEVATION DWG, 13NALP WITH SCREENS			
CUSTOMER/VENDOR FORT PIERCE, FL		SHEET NO. 1 OF 1	
SIZE D	MATL.	DWG NO. 38556-00	REV. NO. A
SCALE 1 / 16	DATE 10/1/2020	DRAWN BY: RFARR	

ROOF PANEL INSTALLATION

1. Place the 1/8" thick aluminum panel over the bows of the roof. Install edges into grooves as shown in Fig 1(Page 5). There should be a 1/2" gap between panels.
2. See Fig 2(Page 6). Place the pressure ribs with the two rubber bulb seals over the center joints. There can be a short gap at either end. Use the TEKS screws #14 x 1 1/4"(5 per pressure rib) to secure the pressure rib to the roof bow. The TEKS screw is self-drilling and tapping. A 3/8" nut driver with suitable power tool should be used.

PROCEDURE:

1. Install center screw first. Make sure pressure rib is centered.
 2. Install next screws down
 3. Press pressure rib down and install bottom screws
 4. Plug holes in battens using finishing plugs
3. See Figure 3(Page 7). Slip the 55" long rubber J-channel over one edge of the flanged band. This band is used at each end of the roof. The edge of the band without the J-channel will be aligned to the outer edge of the last bow and on top of the 1/4" square bead. The flange of the curved band must press against the surface of the aluminum end panel. The band must also be against the aluminum roof panel and the 1/4" square bead. Use the TEKS screws per each of these bands as follows.

PROCEDURE:

1. Install center screw first. Make sure band is Centered.
2. Install next screws down
3. Press band down and install bottom screws
4. Plug holes in battens using finishing plugs

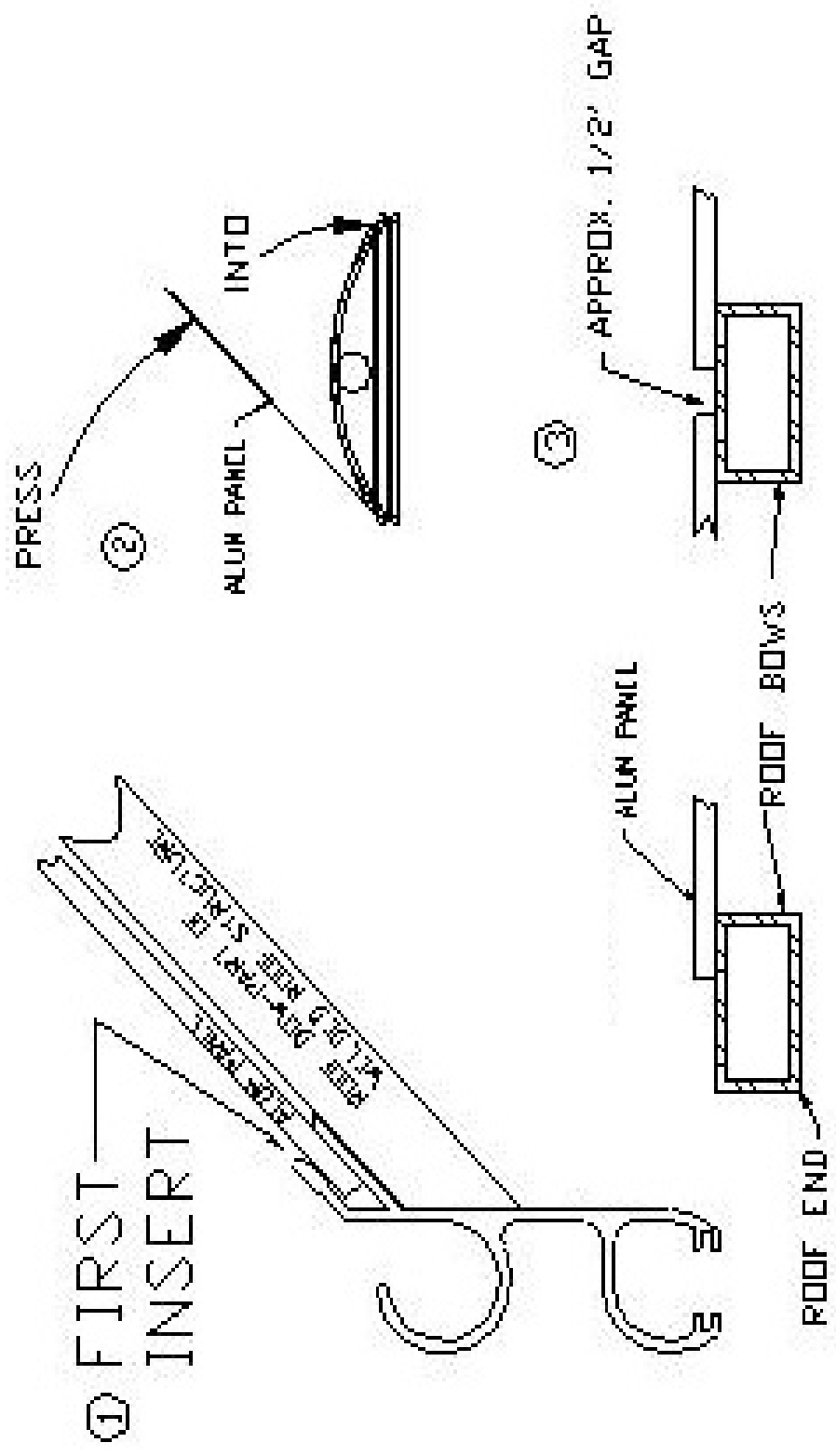


FIG 1

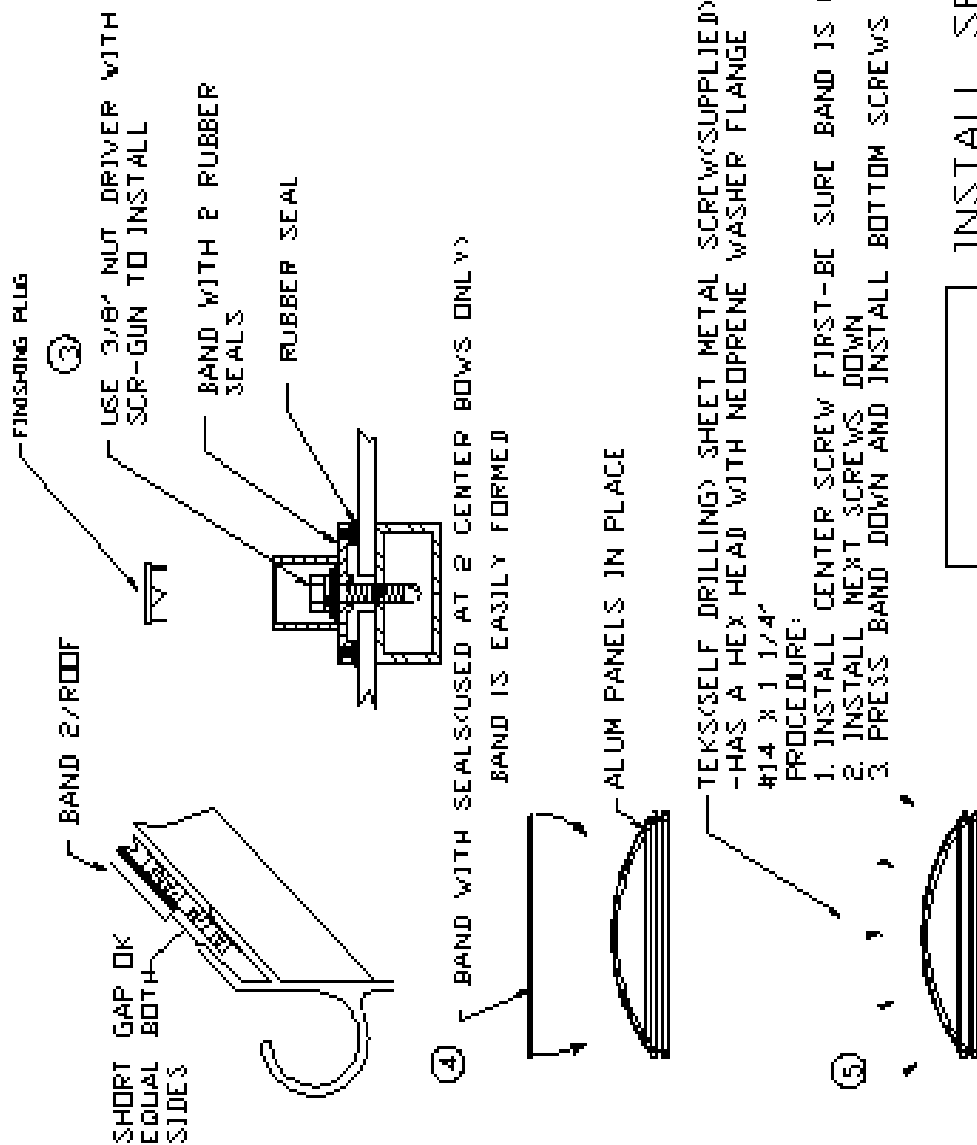
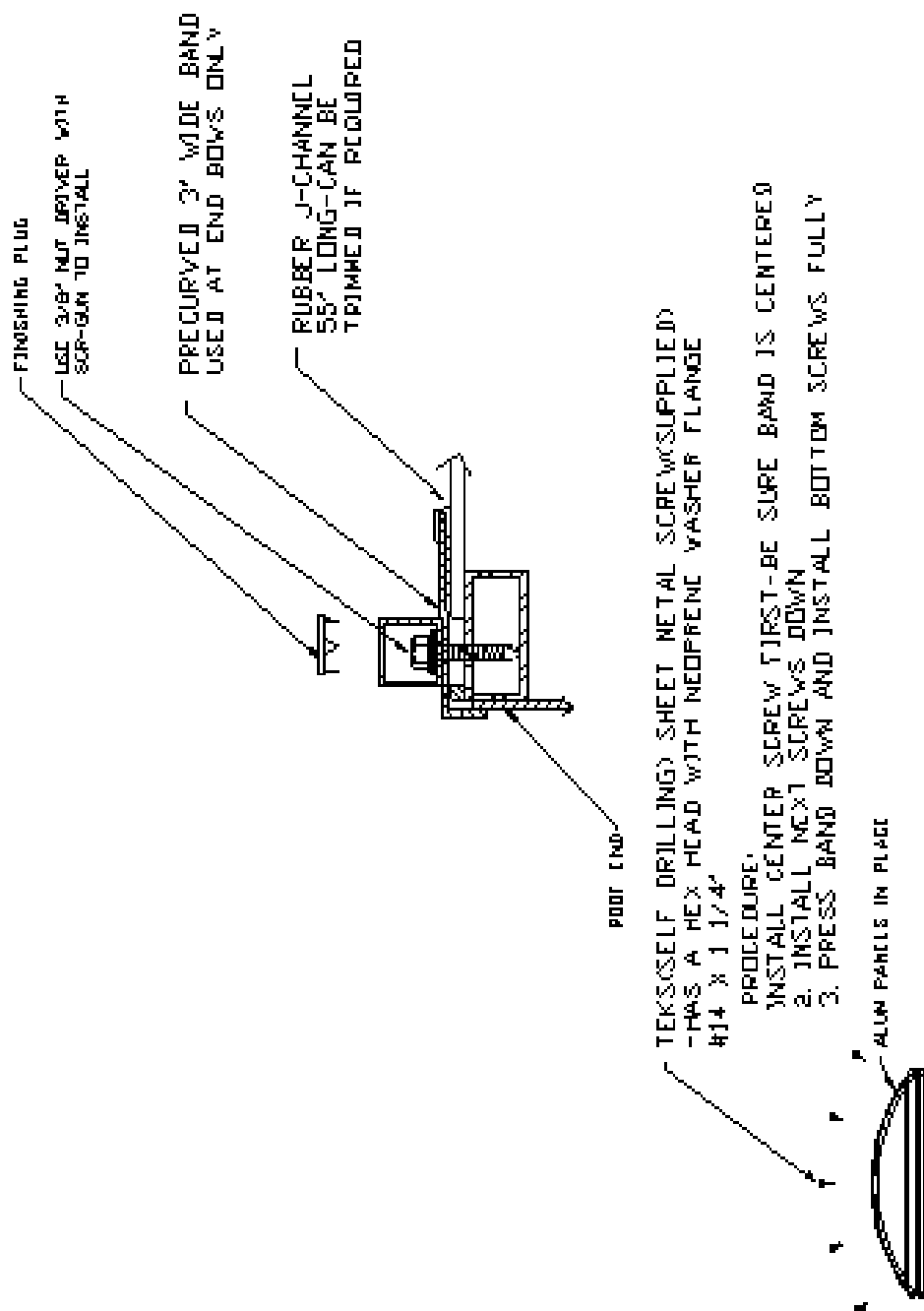


FIG 2

INSTALL SEALING BANDS AT 2 CENTER JOINTS



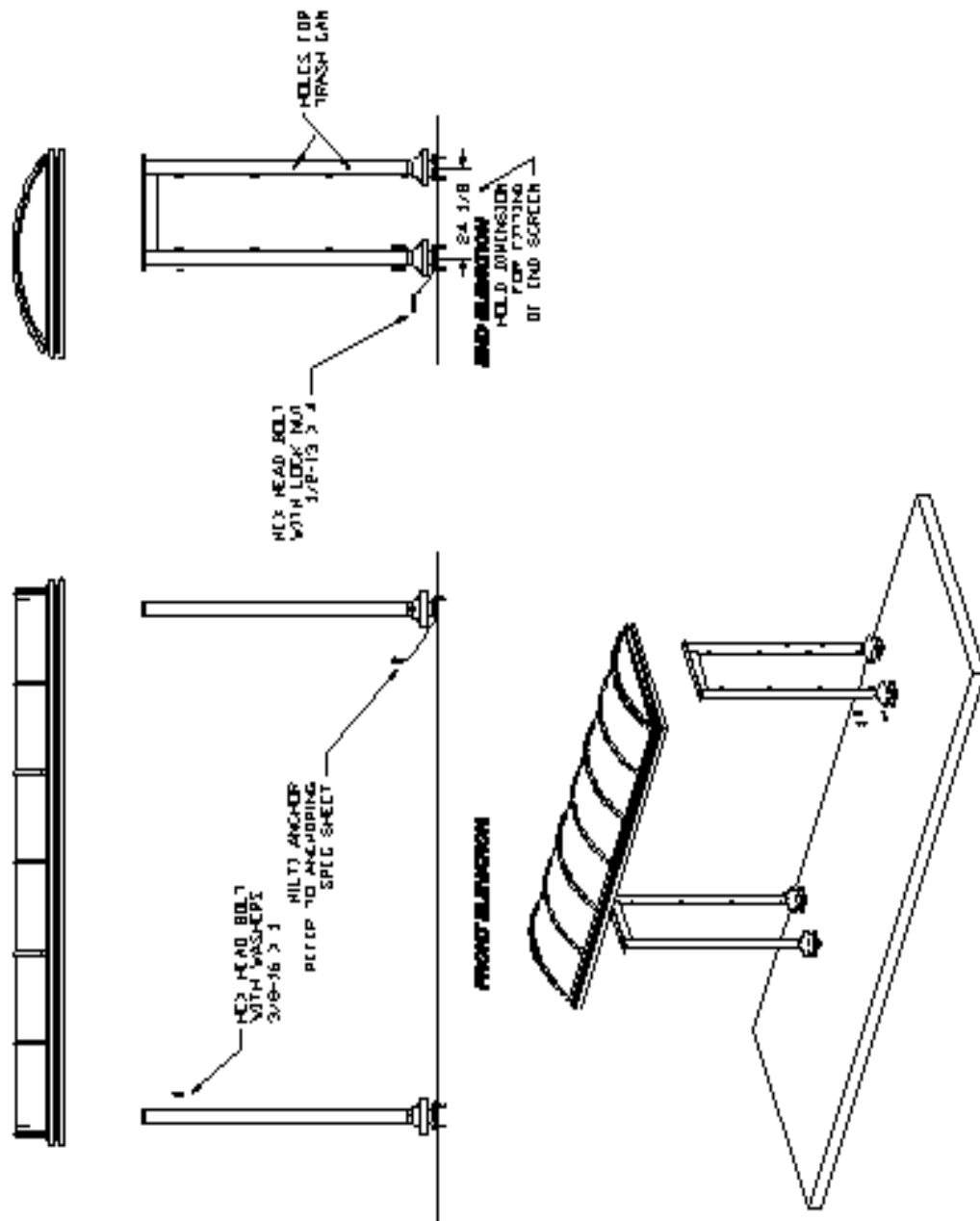
INSTALL BANDS
AT ROOF ENDS

FIG 3

ROOF INSTALLATION

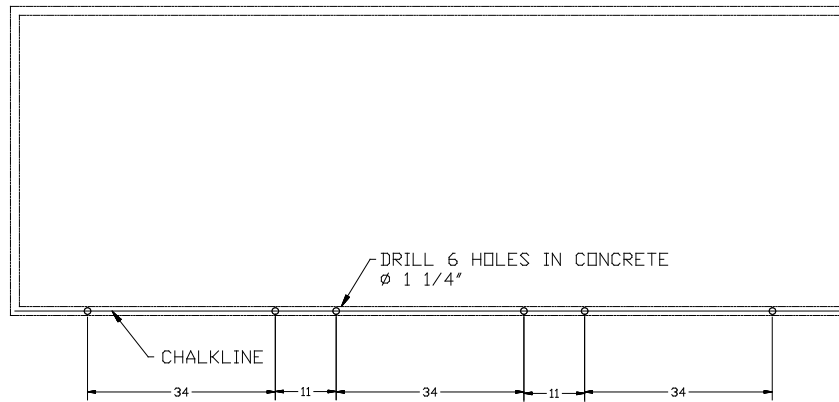
SEE PAGES 9 & 10

1. Place shoes on the concrete pad in the locations specified in the figure on page 9.
2. Slide the four shoe covers over and the 18" long shoes into the support posts of each dual post assembly.
3. Raise the roof (weight-175-250 pounds) and position the dual post assemblies under the roof crossbeams.
4. Insert and tighten eight (8) each 3/8-16 x 1" Hex Head Bolts, 3/8 Lockwashers and 3/8 Flatwashers at the top of each dual post assembly and center post.
5. Level the roof by placing a carpenter's level on the roof's gutter. The roof can be raised at one end and back or front. At the bottom of each support post is 9/16" diameter hole. Drill a .50 (1/2") diameter hole completely through the shoe. Install and tighten the 1/2-13 x 4" Hex Head Bolt at each post. Use the self-locking hexnut to secure. The small 1/4 diameter may be used initially to level the roof. Drill a .221(#2) diameter hole through the shoe. Hammer in a drive screw #14 x 3/4" long completely through the shoe pipe. It is not necessary to use this drive screw, some installers use it to level the roof preliminarily. NOTE: The support posts can be raised only 1 1/2" until the hex head bolt hits the shoe cover. Optionally the bolt could be placed above and outside the shoe cover.
6. Plumb the support posts and measure between the posts at each end. The measurement between posts should be 20 5/8" (24 1/8" center to center). Force the posts in or out at the bottom to maintain this measurement. Refer to anchoring spec sheet for anchoring instructions.

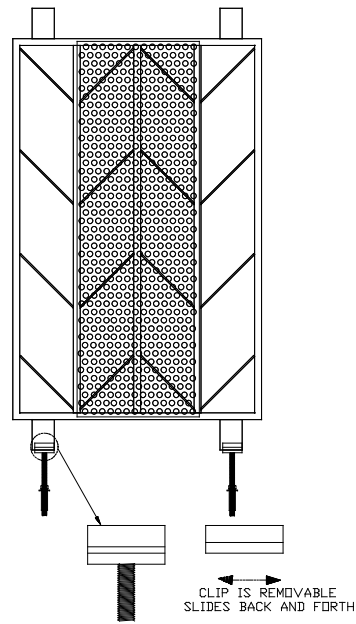
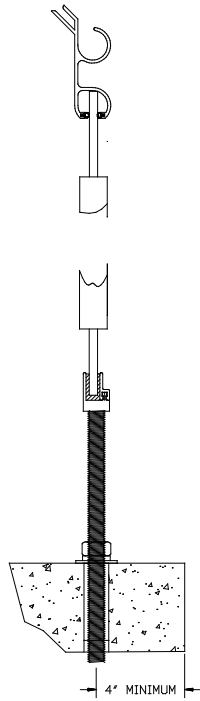


REAR SCREEN INSTALLATION

- 1. See PAGE 12. Drop a plumb line from the rear screen insertion groove of the roof perimeter. Mark the concrete near both ends of the roof and snap a chalk line. The rear screen support/anchor assemblies will be inserted on this line. Mark the chalk line at the intervals shown on PAGE 12. These marks will be the proper spacing for the support/anchor assemblies.**
- 2. Drill six (6) 1 1/4" diameter holes into the concrete on the marks with a masonry drill. These holes should be at least 8" deep and may penetrate into the grade below the concrete. This depth is required to allow clearance for the threaded adjusting rod. Clean out holes.**
- 3. Place the bottom screen support/anchor assemblies into the holes. The top surface of the anchor itself should be flush to concrete or 1/2" below. The total height of the screen is 79 1/8". Measure from inside the screen insertion groove to the screen support anchor. Rotate the threaded rod inside the anchor to adjust height. Tighten the 3/4-10 hexnut to expand and secure anchor. Slide screen up into screen insertion groove and onto bottom screen support/anchor assemblies(separate clip can be slid off). Replace clip.**



PLAN VIEW

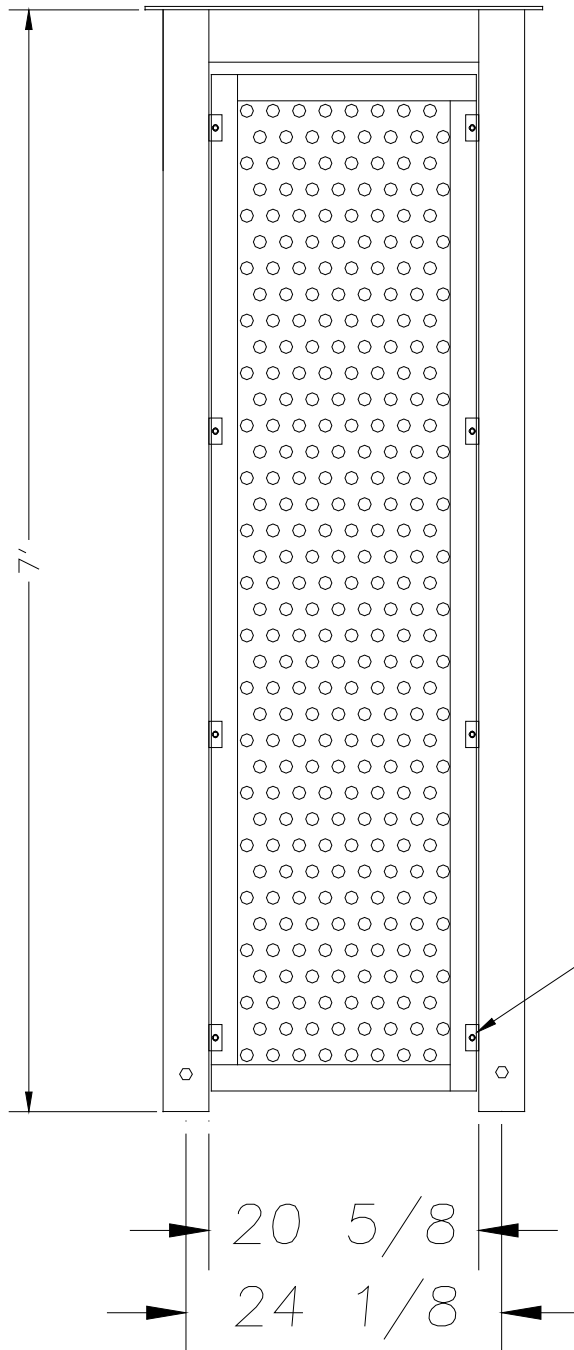


BACK VIEW

REAR PANELS INSTALLATION(TYPICAL)

G:\AutoCAD2000\Installations,Plots\Insect 13 NALD 01 Custom.dwg, Layout1, 04/17/2003 09:28:34 AM

END SCREEN INSTALLATION

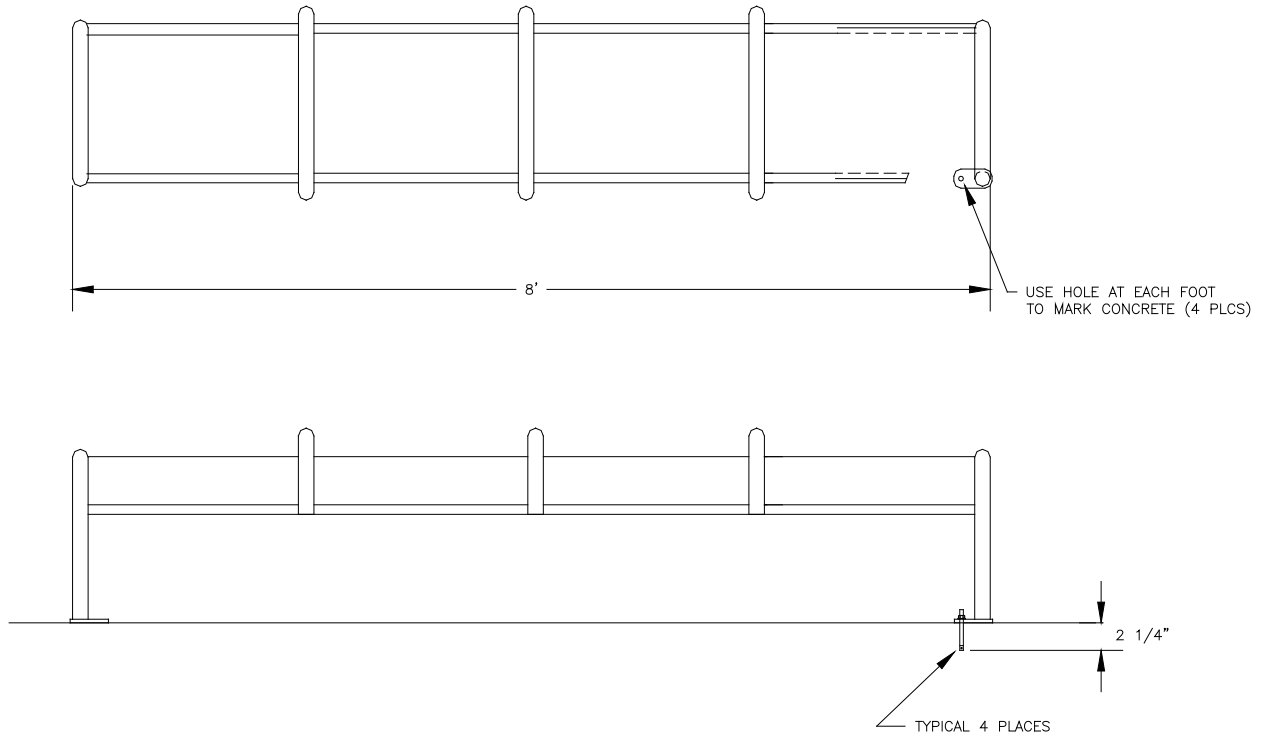


NOTES:

1. INSTALL SCREEN OUTSIDE OF TABS ON PIPE OR INSIDE OF TABS, USE YOUR DISCRETION.
2. LOOSEN THE ANCHORS AT BOTTOM TO ALLOW FITTING OF SCREEN.
3. INSTALL THE TAMPERPROOF SCREW THROUGH THE SCREEN FRAME FIRST THEN THROUGH THE TAB.

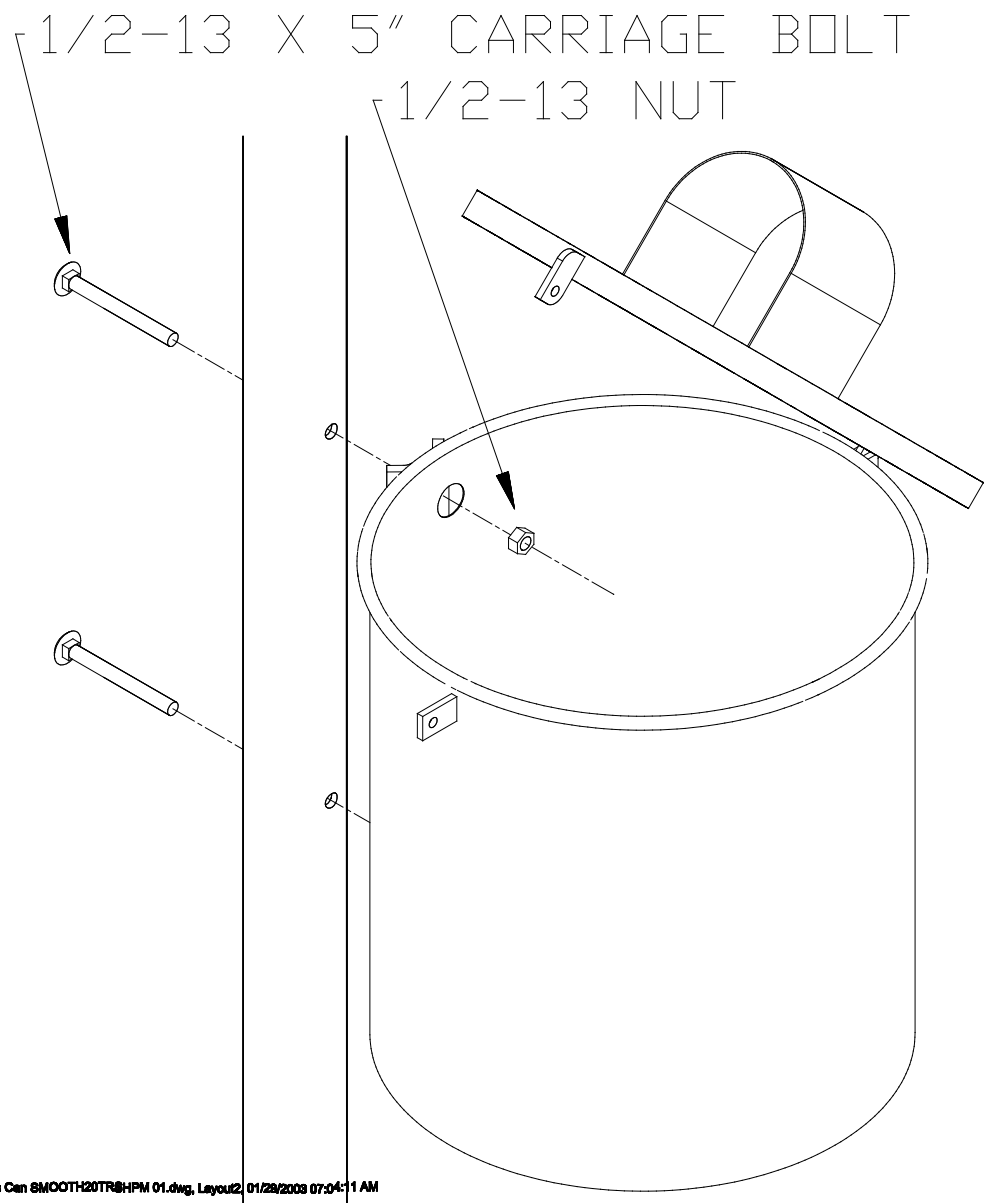
INSTALL WITH EIGHT SCREWS 1/4-20 X 1 AND SELFLOCK NUT- USE FLATWASHER AGAINST SLOTTED HOLE.

BENCH INSTALLATION



1. PLACE BENCH INSIDE SHELTER IN LOCATION INDICATED ON ELEVATION DRAWING.
2. MARK THE CONCRETE AT EACH OF THE MOUNTING PADS. REFER TO ANCHORING SPEC SHEET FOR ANCHORING INSTRUCTIONS.

TRASH RECEPTACLE INSTALLATION



M:\My Drawings\Experimental\line Can SMOOTH20TRSHPM 01.dwg, Layout2 01/29/2008 07:04:11 AM

Typical scope of repairs - Depicted in red



CITY OF PORT ST. LUCIE
CONTRACT #20250024
SAMPLE CONTRACT – DO NOT EXECUTE

This CONTRACT executed this _____ day of _____, 2025, 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 _____, Address & Telephone (XXX) XXX-XXXX, hereinafter called "Contractor" or "Proposer." City and Contractor may be referred to herein individually as a "party" or collectively as the "parties."

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 for ***Citywide Curb & Gutter, ADA Ramps, and Miscellaneous Sidewalk Replacement Projects***. The Policies shall be specifically 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 with read receipt, or by Fed-EX, UPS, courier, or other similar and reliable carrier and addressed as follows, unless written notice of a change of address is given pursuant to the provisions of this Contract. Each such notice shall be deemed to have been provided:

- I. The same day, if sent via email with read receipt.
- II. 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,
- III. 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.

Contractor: TBD
Email:

City Contract Administrator: Michelle Fentress, Procurement Contracting Officer II
Procurement Management Division
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
Phone: 772-871-7614
E-mail: mfentress@cityofpsl.com

City Project Manager: Steve Jungjohan, Contract Administrator Streets & Drainage
Public Works Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
Telephone: 772-871-5110
Email: sjungjohan@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 #20250024 Citywide Curb, Gutter, ADA Ramps, and Miscellaneous Sidewalk Replacement Projects, including all Attachments, Addenda, Construction Plans and all other restrictions and requirements are incorporated by this reference.

Locations: Throughout the City of Port St. Lucie, Florida.

Scope of Work: The Contractor shall provide all labor and materials necessary to demolish and replace various pedestrian curb and gutters, ADA ramps, and miscellaneous sidewalks at locations throughout the City of Port St. Lucie. The Contractor may also be tasked with construction of miscellaneous sidewalk projects on an as needed basis.

Construction:

1. Curb and gutter, ADA ramps and sidewalk construction shall comply with the most recent edition of the FDOT Design Standards.
2. Curb and gutter, ADA ramps and sidewalk layout shall be coordinated with the City staff at time of construction.
3. Concrete shall be 3,000 psi unless otherwise stated.
4. New detectable warning surfaces shall be brick red in color, unless otherwise noted, and cast in place. Refer to FDOT Standard Index 304 for additional requirements.
5. Sidewalk joints shall be Open-Type unless otherwise noted.

6. Prior to removal of existing pavement and/or concrete, saw cuts at the interfaces must be made to reduce the risk of damage to the remaining surface. The Contractor shall be responsible for all damages to pavement or concrete surfaces. All damaged areas must be repaired to existing conditions or better, at the cost of the Contractor prior to payment of invoices.
7. The Contractor shall maintain driveway access throughout the project limits during construction unless driveway is being reconstructed as a result of the project. In this case, the Contractor will coordinate with the property owner and/or resident 48 hours in advance and shall complete driveway reconstruction within one week of this notification. Limited use of property owner's driveway during construction shall not exceed 24 hours.
8. During construction, existing pedestrian paths are to remain usable and accessible, or alternate accessible paths must be provided. Alternate path surface must be acceptable to the City, properly delineated, and signed.
9. The Contractor shall coordinate selection and review of any proposal staging areas with City staff prior to the start of construction.
10. Maintenance of traffic plans shall be provided by the Contractor, including a copy of the certification for the designated onsite Traffic Control Supervisor.
11. All workers within the right-of-way shall wear ANSI/ISEA Class 2 apparel.

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.

For projects exceeding \$200,000.00, the Contractor will be required to provide a payment and performance bond as per section XI of the Contract. Cost of bonding shall be included in the unit prices. The City will not pay any additional fees for bonding.

Hours of Service – Work shall be performed by the Contractor between the hours of 8:00AM and 5:00PM Monday thru Friday. Any work performed by the Contractor outside of the aforementioned time limit requires special authorization by the City and requires that the Contractor obtain a noise permit from the Port St. Lucie Police Department. All equipment operated at night shall comply with the noise levels established by the City of Port St. Lucie noise ordinance. Any additional costs associated with work outside of the hours of work allowed shall be borne by the Contractor. This shall include, but is not limited to, costs of inspection, testing, police assistance, and construction administration.

SECTION IV

TIME OF PERFORMANCE

The Contract Period start date will be _____ and will terminate two (2) years 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**

The initial term of the Contract is for two (2) years. The City shall have three (3), one-year options to renew, which options shall be exercisable at the sole discretion of the City. Renewal will be accomplished through the issuance of a Contract Amendment. In the event that the Contract shall terminate or belikely 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 Contractor, extend the Contract 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 may be amended in writing from time to time by mutual consent of both parties.

SECTION VI **COMPENSATION**

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

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

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

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

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

Invoices for services shall be submitted once per month, by the tenth (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 XVIII of the Contract.

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

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

All invoices are to be sent to the Project Manager.

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

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

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

SECTION VII **WORK CHANGES**

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Any and all changes must be authorized by a written change order signed by the City's Purchasing Agent or his designee as representing the City. Work shall be changed and the Contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties before starting the work involved in the change. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City Manager shall be final and conclusive.

SECTION VIII
CONFORMANCE WITH 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 Division of the City. All documents submitted by the Contractor in relation to said proposal, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

SECTION IX
INDEMNIFICATION/HOLD HARMLESS

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

SECTION X
SOVEREIGN IMMUNITY

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

SECTION XI
INSURANCE

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

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

1. Workers' Compensation Insurance & Employer's Liability: The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis. Should scope of work performed by Contractor qualify its employee(s) for benefits under Federal Workers' Compensation Statute (for example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.
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 CG2026) 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, Business Auto policy, Pollution policy and Installation Floater 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 shall be included as additional insured and shall include Contract #20250024 – Citywide Curb & Gutter, ADA Ramps, and Miscellaneous Sidewalk Replacement Projects."** The Policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance.

4. Business 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. Pollution Insurance: Contractor shall procure and agree to maintain in full force during the term of this Agreement, Pollution Liability Insurance in limits not less than \$1,000,000 per occurrence, \$2,000,000 aggregate, for any operations relating to the handling, storage, and transportation of hazardous materials and/or waste. Contractors Pollution should be in force for no less than the entire term of the project and two years extended Completed Operations. The City of Port St. Lucie shall be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary and non-contributory basis.
6. Installation Floater Insurance: Contractor shall purchase and maintain Installation Floater insurance in an amount equal to 100% of the completed value of the project (Contractor's labor, equipment, materials, or fixtures to be installed, in-transit, or stored off-site during the performance of the Contract) including any amendments thereto (without coinsurance). The Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the work, including during transit, installation, and testing at the work site. Coverage shall be written on an all risk, replacement cost basis and shall include coverage for fire, lightening, windstorm/and hail, theft, flood and earth movement as well as coverage for losses that may occur during equipment testing. The policy shall include coverage for pollutant cleanup, debris removal, demolition, water damage, backup of sewer and drains, installation/testing of traffic signals and signs. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or (2) until no person or entity, other than the City of Port St. Lucie, has an insurable interest in the property required to be covered. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the City of Port St. Lucie. The Installation Floater shall provide coverage from the time the equipment/material becomes the responsibility of the Contractor and shall continue

without interruption during the installation, including any time during which the equipment/material is being transported to the installation site, or awaiting installation, whether on or off site. Contractor is responsible for the payment of all deductibles under the Installation Floater policy. The Installation Floater coverage shall include a waiver of subrogation rights endorsement in favor of the City.

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

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

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

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

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

It shall be the responsibility of the Contractor to ensure that all independent contractors and/or subcontractors comply with the same insurance requirements as listed herein, including Products & Completed Operations coverage for a minimum of five (5) years from the date of possession by City or completion of Contract. It will be the responsibility of the Contractor to obtain Certificates of Insurance from all independent contractors and subcontractors listing the City as an Additional Insured, without the language, "when required by written contract." If Contractor, any independent contractors, and/or any subcontractors 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, Installation Floater Liability, Pollution 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 the 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 for a minimum of one (1) year after the work has been completed and final acceptance of the work is issued by the City.

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

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

SECTION XII **ACTS OF GOD**

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

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

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

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any subcontractor, supplier of materials, laborer, or other person or entity shall file or maintain any lien for labor or materials

delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION XIV **COMPLIANCE WITH LAWS**

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

RECORDS

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

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

1. The timeframes and classifications for records retention requirements must be in accordance with the [General Records Schedules GS1-SL for State and Local Government Agencies and GS2 for Criminal Justice Agencies and District Medical Examiners](#).
2. During the term of the Contract, the Contractor shall maintain all books, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to this Contract. The form of all records and reports shall be subject to the approval of the City.
3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include, but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Contract.
4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this Contract.
5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under section 119.10, Florida Statutes.

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

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

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

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

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

TRADE SECRETS

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

SECTION XV

SCRUTINIZED COMPANIES

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

SECTION XVI

CONTRACT ADMINISTRATION

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

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

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.

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

Permits, Licenses, and Certifications. The Contractor shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation. The Contractor shall be required to complete a **W-9 Taxpayer Identification Form**, provided with the City's Contract, and return it with the signed Contract and insurance documents.

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

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

SECTION XVII **ADDITIONAL REQUIREMENTS**

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

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

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

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

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

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

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

Cooperative Purchasing Agreement - This Contract may be expanded to include other governmental agencies. Contractor may agree to allow other public agencies the same items at the same terms and conditions as this Contract, during the period of time that this Contract is in effect. Each political entity will be responsible for execution of its own requirements with the Contractor.

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

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

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

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

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

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

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

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

Water Resources – The Contractor shall not discharge without permit into waters of lakes, rivers, canals, waterways and ditches, any fuel, oils, bitumen's, garbage, sewage, or other materials which may be harmful to fish, wildlife, or vegetation, or that may be detrimental to outdoor recreation. The Contractor shall be responsible for investigating and complying with all applicable Federal, State, and Local laws and regulations governing pollution of waters. All work under this Contract shall be performed in such a manner that objectionable conditions will not be created in waters through or adjacent to the project areas.

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

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

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

Conflict of Interest – It is prohibited as a conflict of interest for a Contractor to subcontract with a consultant to perform Contractor Quality Control when the consultant is under contract with the City to perform work on any project described in the Contractor's Contract with the City. Prior to approving a consultant for Contractor Quality Control, the Contractor shall submit to the City a certificate from the proposed consultant certifying that no conflict of interest exists.

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

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

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

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

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

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

City of Port St. Lucie
Engineering Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34194-5099 (772) 871-5175

SECTION XVIII **INSPECTION AND CORRECTION OF DEFECTS**

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

Authority – The Contractor is hereby informed that City inspectors are not authorized to alter, revoke, enlarge, or relax the provisions of these specifications. They are not authorized to approve or accept any portion of the completed work, or give 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 CFR 1910.1200. Hazardous products shall not be used except with prior approval of the City, and must be disposed of properly by the Contractor in accordance with U.S. Environmental Protection Agency 40 CFR 260-265. The Contractor shall maintain and have readily accessible on-site a complete SDS book of all chemicals/compounds/mixtures used in the execution of the Contract.

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

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

SECTION 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. If Contractor sells all or a majority of its shares, merges with, or otherwise is acquired by or unifies with a third party, it shall notify the City within ten (10) days. If after such notice, the City determines in its sole discretion, it may terminate the Contract, without penalty. Any assignment and/or assumption by/through Contractor and a third party via a business transaction is strictly conditioned upon the third party assuming all obligations under the Contract as it exists at the time of the assignment and/or assumption.

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. However, for any breach which, by its nature, cannot be cured, including, but not limited to, multiple failures by Contractor to timely complete work, City may, in its sole discretion, terminate Contractor for cause immediately upon notice. If the breach or noncompliance is not remedied within the period of time specified in the written notice, or the City terminates immediately pursuant to this paragraph, the City may:

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

Termination for Convenience. The City, in its sole discretion, may terminate this Contract at any time without cause, by providing at least thirty (30) days' prior written notice to Contractor. Any such termination shall be accomplished by delivery in writing of a notice to Contractor. Following termination without cause, the Contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, for services provided under the Contract to the City up to the time of termination, pursuant to Florida law.

Termination for Non-Appropriation. The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have

funds to meet its obligations under the awarded Contract, the City will have the right to terminate the Contract, without penalty, on the last day of the fiscal period for which funds were legally available.

Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, the Contractor shall provide to the City one thousand (\$1,000.00) dollars as fixed, agreed, and liquidated damages for each calendar day of delay until the work is completed. The parties agree that this amount represents a good faith estimate on the part of the parties as to the actual potential damages that would occur because of late completion. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of City's actual damages at the time of contracting. The Contractor and his sureties shall be jointly and severally liable to the City for the total amount of damages under this section. This shall be the City's sole remedy as to these delays. Any other provision herein that provides for multiple, alternative, discretionary, or cumulative relief, shall not apply to this paragraph.

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, arising out of this Contract, or related to this Contract, shall be in St. Lucie County, Florida.

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

SECTION 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

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

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

SECTION XXXI
AUDITS

The Contractor shall establish and maintain a reasonable accounting system that enables the City to readily identify the Contractor's assets, expenses, costs of goods, and use of funds throughout the term of the Contract for a period of at least seven (7) years following the date of final payment or completion of any required audit, whichever is later. Records shall include, but are not limited to, accounting records, written

policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. The Contractor shall permit the City's authorized auditor or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and to make copies of all books, documents, papers, electronic or optically stored and created records or other records relating or pertaining to this Contract kept by or under the control of the Contractor, including, but not limited to, those kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. Such records shall be made available to the City during normal business hours at the Contractor's office or place of business. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the City reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed ninety (90) days) from presentation of the City's findings to the Contractor. Evidence of criminal conduct will be turned over to the proper authorities.

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

SECTION XXXII **FORCE MAJEURE**

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

SECTION XXXIII **CONSTRUCTION**

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

at the time the Contract is executed, as well as may be amended from time to time, where application of the amended version is permitted by law.

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

SECTION XXXIV **E-VERIFY**

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

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

SECTION XXXV **NON-EXCLUSIVITY**

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

SECTION XXXVI
DISCRIMINATORY, CONVICTED, AND ANTITRUST VIOLATOR VENDOR LISTS

Contractor certifies that neither it nor any of its affiliates, as defined in the statutes below, have been placed on the discriminatory vendor list under section 287.134, Florida Statutes; the convicted vendor list under section 287.133, Florida Statutes; or the antitrust violator vendor list under section 287.137, Florida Statutes. Absent certain conditions under these statutes, neither contractors nor their affiliates, as defined in the statutes, who have been placed on such lists may submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

SECTION XXXVII
COOPERATION WITH INSPECTOR GENERAL

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

SECTION XXXVIII
ENTIRE AGREEMENT

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

(Balance of page left intentionally blank)

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

CITY OF PORT ST. LUCIE, FLORIDA

CONTRACTOR

By: _____
Purchasing Agent

By: _____
Authorized Representative

NOTARIZATION AS TO AUTHORIZED REPRESENTATIVE'S EXECUTION

STATE OF FLORIDA)
) ss
COUNTY OF _____)

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

_____.

Signature of Notary Public

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

NOTARY SEAL/STAMP



NOTICE TO ALL PROPOSERS:

*To ensure fair consideration is given for all Proposers, it must be clearly understood that upon release of the proposal and during the proposal process, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact with City employees, department heads or elected officials, up to and including the Mayor and City Council. The "Cone of Silence" is in effect for this solicitation from the date the solicitation is advertised on DemandStar, until the time an award decision has been approved by City Council and fully executed by all parties. Information about the Cone of Silence can be found under the City of Port St. Lucie Ordinance 20-15, Section 35.13. Contact with anyone other than the Issuing Officer may result in the vendor being disqualified. All contact must be coordinated through **Michelle Fentress**, Issuing Officer, for the procurement of these services.*

All questions regarding this Solicitation are to be submitted in writing to Michelle Fentress, Procurement Contracting Officer II with the Procurement Management Department via e-mail mfentress@cityofpsl.com, or by phone 772-871-7614. 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 [OpenGov](#) 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: _____

CONTRACTOR'S GENERAL INFORMATION WORK SHEET
E-BID #20250024

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 _____, 2025
(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 claiming Local Preference under City Ordinance 35.12? YES / NO

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

9. **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

10. List five (5) **Citywide Curb & Gutter, ADA Ramps, and Miscellaneous Sidewalk Replacement** 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?

11. Status of current contracts. Please provide the name & number of current contracts as well as a sample list of the projects currently underway.

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

13. List the number of personnel that will be assigned to the project and include job titles and their licenses or certifications.

14. 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:

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

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

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

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

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

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

Signature

Title



E-BID #20250024
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.



DRUG-FREE WORKPLACE FORM
e-RFP #20250024

Citywide Curb & Gutter, ADA Ramps, and Miscellaneous Sidewalk Replacement Projects

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

_____ does: (Name of Business)

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

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

Consultant's Signature

Date



E-Verify Form

Supplier/Consultant acknowledges and agrees to the following:

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

E-Verify Company Identification Number

Date of Authorization

Name of Contractor

Name of Project

**Solicitation Number
(If Applicable)**

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

Executed on _____, _____, 20____ in _____(city), _____(state).

Signature of Authorized Officer

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC _____

My Commission Expires: _____



NON-COLLUSION AFFIDAVIT
Solicitation#20250024
Citywide Curb & Gutter, ADA Ramps, and
Miscellaneous Sidewalk Replacement Projects

State of _____ }

County of _____ }

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

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

has submitted the attached PROPOSAL;

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

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

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

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

(Signed) _____

(Title) _____



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

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

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

Commission No. _____

Notary Print: _____

Notary Signature: _____

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

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Location: Throughout the City of 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

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS

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

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

The list of "Scrutinized Companies" is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of "Scrutinized Companies" can be found at the following link:
<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyReports.aspx>

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

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Authorized Signature

Print Name

Signature



ADDENDA REPORT
GEN No. 20250024
Citywide Curb & Gutter, ADA Ramps, and Miscellaneous Sidewalk
Replacement Projects

RESPONSE DEADLINE: April 21, 2025 at 3:00 pm

Wednesday, April 30, 2025

Addenda Issued:

Addendum #1

Apr 9, 2025 8:25 AM

Q: What is the square footage for the signs in Item #41 on the Pricing Proposal?

A: The typical sign will be 30"x30" (W11-2) and include a 24"x12" (W16-7p) for a total of 8.25 SF.

Addenda Acknowledgements:

Addendum #1

Proposal	Confirmed	Confirmed At	Confirmed By
Southern Underground Inc	X	Apr 18, 2025 1:37 PM	NICOLE BUSH
Heavy Civil Inc.	X	Apr 16, 2025 12:13 PM	Todd Kneisel