



"A City for All Ages"

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

**Event Name: Mowing of Major Thoroughfares & Sidewalk Edging
eBid (Event) Number: 20210042**

1. Introduction

1.1. Purpose of Procurement

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

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

1.2. eBid Scope of Requested Commodities

The City of Port St. Lucie, a municipality in the State of Florida, desires to obtain quotations from qualified individuals, firms, and legal entities relative to the Mowing of Major Thoroughfares and Sidewalk Edging throughout the City of Port St. Lucie.

It is the intent of the City to enter into a per unit fixed price basis contract with one (1) qualified Contractor to perform all necessary Mowing of all Major Thoroughfares and Sidewalk Edging throughout the City of Port St. Lucie. The Contractor shall supply all labor, supervision, equipment, machinery, tools, materials, transportation, and other incidentals necessary to comply with the specifications set forth herein. This includes, but not limited to, mowing of major thoroughfares a minimum of ten (10) times per year and of sidewalk edging a minimum of five (5) times per year. Future locations may be added or deleted during the Contract period at the unit price per acre or lineal foot. The City's schedule for mowing and edging reflects the direction the City has taken to standardize the level of service required throughout the City. The number of cuts will be at the discretion of the City's Project Manager.

1. **Specific Duties to be Performed: Mowing of Major Thoroughfares & Sidewalk Edging**

1.1 Work to be performed by the Contractor under this section includes: furnishing all labor, materials, equipment, and supervision required to perform the MOWING and MAINTENANCE of the areas specified by City's Project Manager.

1.2 The Contractor will make every reasonable effort to leave the area in an aesthetically pleasing condition.

1.3 On the road rights-of-way the Contractor will be responsible to inspect and remove all trash prior to the commencement of mowing and maintenance. The Contractor will supply the number of 55-gallon trash bags removed at the conclusion of each cycle. The Contractor shall be required to trim around all signs, headwalls, culverts, grates, fire hydrants, delineators, utility poles, canal fronts, etc. that are located in the vacant lot rights-of-way. The Project Manager will furnish maps of rights-of-way. The Project Manager shall provide an itemized check list to the Contractor. This check list will need to be signed and dated for each occurrence. The Project Manager will require the Contractor to remove all trash within the residential streets.

Nothing larger than a tire will be removed. The City will address this issue on a case-by-case basis. The use of herbicide is not permissible in this contract.

1.4 The number of annual mowing's to be performed by the Contractor in each area is ten (10).

1.5 The Contractor shall perform work in accordance with the Monthly Schedule issued by the Project Manager, or his/her designee.

1.6 It is the Contractor responsibility to maintain a uniform height of cut consistent with the terrain. Cutting blades shall be sharpened as needed, to maintain a good cutting characteristic. Blades shall be set to cut grass at three (3) inches in height after being cut. All mowing is to be tied into private property. The Contractor shall agree at any time deemed necessary by the Project Manager to allow the Project Manager, or his/her designee, the right to inspect the mowing blades of any machine being used.

1.7 When work is in progress, Contractor shall make a reasonable effort to ensure that cuttings will not be discharged into the street, onto private property or in the drainage "black swale liner". The Contractor shall also make every reasonable effort to ensure that cuttings will be discharged onto the uncut area. Any debris as a result of the mowing operation discharged in these locations may be required to be removed by the Contractor at the discretion of the Project Manager before work continues.

1.8 Any damage occurring during mowing operations is to be immediately reported before the end of the daily shift by the Contractor to the Project Manager. The Project Manager will determine what corrective action is required and inform the Contractor. The Contractor will punctually perform the required corrective action at the Contractor's expense no later than twenty-four (24) hours from the time it is reported.

1.9 The Contractor shall deliver daily VIA email, facsimile, or in person, a detailed work schedule to identify the specific work in progress, the name and number of personnel, street names, or sections being performed to the Project Manager or his/her designee.

1.10 The back side of the swale liners and sidewalks, if present, must always be cut, regardless if wet or not. The Contractor shall weed-eat, use a walk behind mower, or boom mower if conditions are too wet.

2. Inspections - During the contract period the Project Manager, or his designee, shall continually inspect the work that has been performed and notify the Contractor of any deficiencies that require correction. The Contractor shall be responsible to remedy all deficiencies within twenty-four (24) hours after being notified to be eligible for that month's service payment.

3. Equipment Storage - The Contractor shall be responsible for to ensure that all equipment and supplies shall not be stored on City property without written permission from the Project Manager.

4. Equipment - Only equipment designed for performance of work described herein will be acceptable for operation. The equipment used must be in good operating condition at all times. All equipment used must have company identification signs including, but not limited to, trucks, boats, etc. (Mowing is to be done with zero turn mowers however there are specific sites where a batwing type mower will be applicable.)

The City may inspect the equipment anytime during the course of the contract. Safety devices shall be properly installed and maintained at all times the equipment is in use.

5. Limitation of Operations - No equipment, regardless of width, shall be left on the roadway rights-of-way overnight or parked in the median without written approval from the City.

6. Herbicides - Herbicide will be applied only around tree rings and along asphalt edges. No herbicide is to be applied along concrete, only hard edging which will be performed up to 10 x annually. A list off all sidewalks will be provided with this document.

The Contractor shall preserve from damage all property associated with, or located in the vicinity of, or is in any way affected by the work. This applies to public and private property and/or utilities.

Any damages occurring to such properties shall be immediately repaired at the expense of the Contractor to a condition equal to or better than that existing before such damage occurred.

The Contractor shall provide adequate protection for curbs and sidewalks over which trucks and equipment pass to reach the job site.

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

All night, Saturday, Sunday, and/or Holiday work must be authorized by the City and requires that the Contractor obtain a noise permit from the City Police Department. All night work within the City's rights-of-way requires a minimum forty-eight (48) hour prior notice to the City. This clause shall not pertain to crews organized to perform maintenance work on equipment or to operate and maintain special equipment such as dewatering pumps, which may be required to work twenty-four (24) hours per day.

The Major Thoroughfares are as follows:

Tiffany Avenue	Melaleuca Blvd.
Berkshire Blvd.	Village Green Drive
Mariposa Ave.	Morningside Blvd.
Westmoreland Blvd.	Pine Valley Street
Floresta Drive	Bayshore Blvd.
Thornhill Drive	Lakehurst Drive
Sandia Drive	Southbend Blvd.
Oakridge Ave.	Macedo Blvd.
Biltmore Street	Selvitz Road
Manville Drive	California Blvd.
Del Rio Blvd.	Cameo Blvd.
Savona Blvd.	Savage Blvd.
Tulip Blvd.	Darwin Blvd.
Port St. Lucie Blvd.	Becker Road
Parr Road	Rosser Blvd.
Torino Parkway	Peachtree Blvd.
Blanton Blvd.	Heatherwood Blvd.
St. Lucie West Blvd.	Peacock Blvd.
Universtiy Blvd.	Cashmere Blvd.
Green River Parkway	Commerce Center Parkway
Pine Trace Ave.	Hillmoor Drive
Marion Ave.	

Sidewalk Locations: See Attachment A

Lawn Maintenance Requirements

I. Description of Required Services

a. Mowing Services

- i. Considering topography, the Contractor is required to use the proper mowing equipment to provide a high-quality cut.
- ii. At no time are any mowers to exceed 7 mph on any turf area due to the increased risk of an unexpected injury to staff. Mowers must have shrouds in the down position at all times.
- iii. Only mulching decks or rear discharge mowers shall be used on curbed section medians.
- iv. No abrupt turning or sliding of equipment which results in turf damage shall occur.
- v. All vegetative debris, including, but not limited to, grass clipping, fallen tree/bush branches and palm fronds, pruning debris, shall be removed from City property after each service. The use of bagging attachments is recommended, but not required.
- vi. All asphalt surfaces are to be kept free of debris created by mowers, hedgers, and weed eaters.
- vii. Contractor will take care to ensure that blowing does not cause damage to any individual, private or public property, and vegetation beds.
- viii. All mowed areas are to be cut with a rotary type mower with sharp blades giving the mowed area a neat and clean cut. Mowing equipment shall have cutting blades maintained in optimal condition to ensure grass is evenly cut without a "tearing" and/or scalping effect, which would negatively affect growth, health and appearance of grass.
- ix. Parking lots, driveways, walks, and any other similar areas present on the grounds shall be cleaned of cuttings and debris by use of power and/or hand equipment.

b. Trimming and Weeding Services

- i. Chemical trimming on wall/fence line and near bodies of water is prohibited.
- ii. Trimming shall be done in front of, behind, under or around, and beyond roadside obstacles, around landscaped beds, walls, fences, established/planted trees, non-landscape area shrubs and wildflower areas to provide an attractive appearance.
 - Roadside Obstacles shall be defined as posts, buildings, lights, signs, tree, public utility installations, sprinkler heads, valves, and otherwise where needed and in concurrence with each mowing.
- iii. String trimming shall be a minimum of thirty inches (30") outside of chain link fences.
- iv. Trimming shall be done by hand carried equipment, or by equipment that will not cause damage to public or private property.
- v. If an area has inadequate vegetative cover; has damaged vegetation such as rutted or eroded areas; or has fragile soils that are likely to be rutted or eroded by mowing equipment, trimming of vegetation shall be conducted by hand carried trimming equipment.
- vi. In the event that weeds, or other undesirable vegetation become prevalent in planted beds, they are to be hand pulled.
- vii. All cracks and joints in concrete, asphaltic concrete surfaces, and brickwork shall be cleaned by trimming and are to be blown and sprayed with herbicide.
- viii. Contractor shall not be permitted to exceed five (5) miles of mowing without complete trimming of that mowed section.
- ix. Parking lots, driveways, walks, and any other similar areas present on the grounds shall be cleaned of cuttings and debris by use of power and/or hand equipment.

c. Edging Services

- i. All hard edges shall be mechanically edged every mowing to maintain the definition of an edge.
- ii. Edging shall be performed every other mowing cycle or as needed by vegetation growth.
- iii. The use of an herbicide to edge areas is prohibited.
- iv. Parking lots, driveways, walks, and any other similar areas present on the grounds shall

be cleaned of cuttings and debris by use of power and/or hand equipment.

d. Application of Herbicides and Pesticides Services

- i. Before any herbicide or pesticide is used on any City landscaped site, it must be pre-approved for use by the City Project Manager or their designee. Contractor must provide the City with updated listing of all chemicals and copies of Material Data Safety Sheets (MSDS) or Safety Data Sheets (SOS).
- ii. Any time that herbicides or pesticides are being applied, the Contractor must at all times employ and have on-site an employee who has a valid State of Florida pesticide license to perform and/or supervise the application of chemicals. Proper notifier signage must be placed in sprayed areas prior to application to notify about upcoming application and also prior to leaving site after application. Signage must have essential Contractor contact info and spray ingredients listed on it.
- iii. Herbicides and pesticides shall be of the best quality obtainable, properly labeled with guarantee analysis, and brought to each job site in the manufacture's original container, or appropriate and properly labeled secondary container. All shall be environmentally safe and comply with all federal, state and local environmental regulations, polices and statutes.
- iv. Herbicide is only to be applied along exterior bed lines and impervious surfaces and in accordance with manufacturer recommendations. Herbicides applied shall have indicator dye only in pervious locations to manage drift control during the application. Impervious surfaces shall not be sprayed using indicator dye.
- v. No herbicide is to be applied at, near or along any drainage inlets, pipes or grates.
- vi. A hood covering the herbicide applicator wand must be used. Contractor shall take all precautionary measures to ensure all herbicide treatments will not take place during high winds or rainstorms that may allow herbicide spray native or off target species. Pre-emergent and selective herbicides are recommended.
- vii. Certain vegetation may not receive pre-emergent applications to avoid damage.
- viii. Herbicides shall not be used in areas where their use will cause or promote erosion, i.e. a fence/wall line or near a body of body of water.
- ix. The use of an herbicide to edge areas is prohibited.

e. Trash/Litter Removal Services

- i. "Litter/Debris Removal" – Prior to and day of commencement of work (mowing, edging, trimming, and/or pruning) for each location indicated for each Service Area, the Contractor shall inspect the service area location and remove all litter and debris. The Contractor shall be required to remove all litter, trash, leaves, branches, palm fronds and any and all other accumulated debris prior to mowing, edging, trimming, and/or pruning.
 - The Contractor will inform the City via the Daily Checklist, the number of bags picked-up from each Service Area location and tally the total amount of bags of litter/trash for the Service Rotation.
- ii. Pick up, remove, and dispose of litter and debris within all mowing service areas as specified in Appendix A and on all paved shoulders.
- iii. Litter Pick-up shall be performed before any mowing, trimming, edging, or herbicide/pesticide application.
- iv. Litter and debris may consist of paper, plastic, boxes, bottles, cans, cigarette butts, tires, rubber pieces, mattresses, appliances, lumber, metal pieces, hubcaps, vehicle parts, fallen tree/bush branches, and palm fronds, leaves, trimmed vegetation on paved surfaces, dead animals, and other items not considered normal to turf.
- v. All litter and debris must be deposited into trash bags prior to being placed into disposal vehicles. Larger pieces such as ladders, tires, mattresses, etc., may be directly deposited into disposal vehicles.
- vi. Conduct litter removal activities during daylight hours only.
- vii. Additional litter removal cycles may be requested by the City between mowing cycles. Contractors must include this service in the overall proposed costs. No additional solicitation line items or contract amendments will be issued for this service.

II. Mowing Cycles

- a. Begin mowing operations on the commencement date or on a date approved by the City Project Manager.
- b. Unless otherwise directed by the City Project Manager or their designee, Contractor shall follow the mowing cycle provided by the Project Manager.
- c. Cycle(s) and/or cycle date(s) can be omitted or changed due to requirements from federal, state, or local agencies, herbicide application efficacy, weather conditions, soil conditions (saturated or eroded/damaged soils), vegetation conditions (inadequate vegetative cover), and budget restraints at the discretion of the Contract Administrator.
- d. Working Hours- Perform all scheduled mowing operations from 7:00a.m. until dusk. No work will be allowed on City holidays. The City Project Manager or their designee shall have the ability to amend the working hours as needed to ensure quality acceptance of services.

III. Mowing Restrictions

- a. When operating equipment near pedestrian and vehicular traffic areas, the equipment operator must be aware of individuals and the flow of traffic. When pedestrians or vehicular traffic is present, Contractors staff must either stop work or angle equipment so pedestrians or vehicular are not impeded and/or harmed.
- b. All mowers should remain on grassed shoulders when in operation, without a deck being raised, so as not to create hazards for the traveling public or to interfere with the travel lanes.

IV. Traffic

- a. At a minimum, abide by the [Manual of Uniform Traffic Control Devices \(MUTCD\)](#), current edition, for traffic control guidance.
- b. Any signs used must be of rigid, one-piece construction covered with suitable sheeting and legend (engineering grade). Roll-up type signs may be used if they meet MUTCD Standards. Contractor must equip all signs with flags.
- c. If for any reason that any equipment should be in the traveling lane, a shadow vehicle with crash attenuator shall be used.
- d. Operations may be restricted when, in the opinion of the City Project Manager or their designee, the continuance of the work would seriously hinder traffic or is unsafe.
- e. Move equipment or materials on or across the traveled way in a safe manner which will not unduly interfere with traffic. There shall be no reduction in the total number of available traveling lanes. Contractor must schedule and arrange the work to ensure the least inconvenience and the utmost safety to both motorist and pedestrian traffic.

V. Contractor Personnel

- a. General Conduct
 - i. The Contractor shall not commit or permit any reckless or dangerous conduct on City property at any time. This includes, but is not limited to, violent, abusive, indecent, profane, boisterous, unreasonably loud, or otherwise disorderly conduct under circumstances in which such conduct tends to cause or provoke a disturbance.
- b. Attire and Manner
 - i. Contractor employees shall maintain a neat appearance, exercise good public relations skills, respond to customer complaints and questions, have excellent telephone manners, speak positively about the entity and its operations, and conduct themselves in a high standard that is acceptable to the City. Contractor employees engaged in the course of work shall be dressed appropriately and be clean in appearance, readily identifiable to all City employees and the public. No shirts with obscene pictures or writings will be allowed. Swimsuits, tank tops, shorts and sandals are also prohibited.
- c. Staffing Requirement
 - i. Contractor shall comply with all applicable federal, state and local laws and regulations regarding employment, compensation, and payment of personnel. Such compliance shall include, without limitation, maintenance of unemployment insurance, worker's compensation and other taxes, health examinations, permits and licenses in amounts and type enumerated by law. Contractor shall act as an Independent Contractor, and not an agent of the City in all aspects of any management and operational duties.
 - ii. Contractor shall employ a sufficient number of personnel so that all levels of service

are not adversely affected. Contractor warrants that all persons assigned to perform Services under this Contract are lawful employees of Contractor. Contractor is solely responsible for training and supervising all employees with regards to safe work habits and proper use of all equipment. All safety incidents will be reported immediately to the City. All persons assigned to perform Services under this Contract shall be qualified and legally authorized to perform such Services. Personnel assigned by Contractor shall have all professional licenses required to perform the Services.

d. Assigned Staff

i. Supervisor (s)

1. Have a competent and experienced Supervisor/Foreman on duty at all times when work is being performed. The Supervisor/Foreman must be able to speak and write proficiently in English.
2. The Contractor must provide the name, contact information, and sector assignment for each Supervisor/Foreman(s).
3. This Supervisor/Foreman should be in a separate support vehicle such as a pickup or service truck, whose duties are strictly supervisory and is not a part of a mowing complete or additional litter removal crew.
4. The Supervisor/Foreman shall have a functional smart phone with voice messaging, texting, and email capability, on his or her person during duty hours. Wireless service shall be functional throughout.
5. The Supervisor/Foreman shall return all City phones or emails within twenty-four (24) hours.
6. If a Contractor is awarded more than one sector, the Contractor must supply a Supervisor/Foreman for each additional sector.

ii. Mowing Service Laborers

1. Employees must be competent, experienced, and skilled in all aspects of mowing and/or trimming work. Ensure that all employees are qualified to safely operate all equipment that they are assigned to operate under this contract.
2. All employees operating equipment under this contract must have current, valid licenses and/or certifications as required by state or federal law to operate all equipment that they are assigned to operate under this contract.
3. All personnel must have lawful status to work in the United States.
4. The Crew shall be able to communicate with the Supervisor/Foreman at all times while performing work.

e. Equipment Requirements

- a. All equipment contemplated for use shall be subject to inspection and acceptance for mechanical worthiness and appropriateness for the work intended by the City Project Manager or their designee.
- b. City decisions relevant to mechanical worthiness and appropriateness shall be final.
- c. Acceptable guards are to be on all open portions of mowers and trimming equipment to prevent objects from being thrown from under the mower while in operation.
- d. All vehicles intended for use shall have appropriate traffic control safety devices
- e. Assign appropriate equipment quantities and types to meet stated mowing schedules
- f. Contractor must properly maintain mower blades so that they are sharp, straight and evenly weighted. Any mower with a blade deemed unacceptable by the City Project Manager or their designee will not be allowed to operate until such blade is replaced or the deficiencies are corrected.

VII. Quality Acceptance

- a. Any areas that are not mowed due to insufficient overlap of the mowers or depression of the vegetation by the mowing equipment will not be accepted and must be mowed again.
- b. Mowing Height to Be Followed:

Grass Type	Minimum Cut Height	Max Cut Height
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Bahia	2"	3"
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- c. Contractor shall report Performance deficiencies to the City within twenty (24) hours of identification.
- d. Correct Mowing Service Quality Acceptance deficiencies no later than twenty-four (24) hours following receipt of a City supplied Contract Breach Notice.
- e. Scalping and rutting of the turf constitutes a performance deficiency and must be repaired at no cost to the City before the next mowing cycle.
- f. If the Contractor's work does not meet the completion target per the contract requirements, the Contractor shall promptly take such action as is necessary to remedy the delay, and shall submit promptly to the Department for approval a supplementary schedule or corrective action plan demonstrating the manner in which the delay will be remedied. Any increase in cost incurred in remedying a delay which is not excusable under the contract shall be borne by the Contractor.
- g. Damages: Damage to trees, plants, any components of the irrigation system, buildings, structures, parked vehicles or other property of the City or the public which occurs during the performance of contracted services, shall be reported immediately by the Contractor's Staff to the City Project Manager, or their designee. A written incident report must be completed and submitted by the Contractor within twenty-four (24) hours of the event. The City Project Manager or their designee will supply report forms, as required, for Contractors to report any damages. Damages during times that City Offices are closed shall be reported to the Police Department Duty Officer with a request to call the City Project Manager or their designee, as necessary.
 - If applicable, the City Project Manager or their designee, shall determine the cost of necessary repairs or replacement and advise the Contractor in writing. Where damages are involved, the City Project Manager and the Contractor shall mutually agree on an acceptable cost. The Contractor shall be afforded the opportunity to have repairs made or provide replacement as approved by the City or shall punctually issue reimbursement within a time frame approved by the City. All such matters shall be put forth in writing and signed by both parties.

1.3. Overview of the eBid Process

The objective of the eBid is to select one or more qualified Contractors (as defined by Section 1.1 "Purpose of the Procurement") to provide the goods and/or services outlined in this eBid to the City. This eBid process will be conducted to gather and evaluate responses from Contractor for potential award. All qualified Contractors are invited to participate by submitting responses, as further defined below. After evaluating all Contractor's responses received prior to the closing date of this eBid and resolution of any contract exceptions, the preliminary results of the eBid process will be publicly announced, by the City Clerk's office, including the names of all participating Contractors and the evaluation results. Subject to the protest process, final contract award(s) will be publicly announced thereafter.

NOTE TO CONTRACTORS: The general instructions and provisions of this document have been drafted with the expectation that the City may desire to make one award or multiple awards. For example, this document contains phrases such as "contract(s)" and "award(s)". Please refer to Section 1.1 "Purpose of the Procurement" and Section 6.4 "Selection and Award" for information concerning the number of contract awards expected.

1.4. Schedule of Events

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

Description	Date	Time
Release of eBid	As Published on DemandStar	N/A
Bidders/Offerors' Conference Location: City Hall, Building A 121 SW Port St. Lucie Blvd. Port St. Lucie, FL 34984 PMD, 3 rd Floor Suite 390 Attendance is: Non-Mandatory	June 28, 2021	As Published on DemandStar
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.5.	July 1, 2021	5:00 p.m. ET
Responses to Written Questions	July 6, 2021	5:00 p.m. ET
Bids Due/Close Date and Time	As Published on DemandStar	See DemandStar
Finalize Contract Terms	2 to 3 Weeks after Closing	N/A
Notice of Intent to Award* [NOIA] (on or about)	3 Weeks after Closing to be Published by the City Clerk's Office	N/A
Notice of Award [NOA] (on or about)	Date of Executed Contract to Contractor	N/A

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

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

1.5. Official Issuing Officer (Procuring Agent)

Name: Shelby Dolan, Procurement Agent II
Email: SDolan@cityofpsl.com

1.6. Definition of Terms

Please review the following terms:

Contractor(s) – companies desiring to do business with the City (Also called “Bidder”, “Proposer”, or “Offeror”).)

City of Port St. Lucie (City) – the governmental entity identified in Section 1.1 “Purpose of Procurement” of this eBid.

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

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

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

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

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

Sourcing Platform- [DemandStar](#)

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

1.7. Contract Term

The initial term of the contract(s) is for three (3) calendar year(s) from the execution date of the Contract. The City shall have two (2), two (2) year option(s) 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.

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. Restrictions on Communicating with Staff

From the issue date of this eBid until a City generated Purchase Order is submitted to the contracted contractor (or the eBid is officially cancelled), contractors are not allowed to communicate for any reason with any City staff or elected officials except through the Issuing Officer named herein, or during the Bidders/Offerors' conference (if any), or as defined in this eBid or as provided by existing work agreement(s). This is commonly known as a cone of silence during the procurement process as identified in the [City Code of Ordinances, Section 35.13](#). Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The City reserves the right to reject the response of any contractor violating this provision. Further information of this topic can be found on the Cone of Silence and eBid Communication Document.

2.1.3. Submitting Questions

All questions concerning this eBid must be submitted in writing via email to the Issuing Officer identified in Section 1.5 "Issuing Officer" of this eBid. No questions other than written will be accepted. No response other than written will be binding upon the City. All Contractors must submit questions by the deadline identified in the Schedule of Events for submitting questions. Contractors are cautioned that the City may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section. All questions about this eBid must be submitted in the following format:

Company Name

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

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

2.1.4. Attending Bidders/Offerors' Conference

The Bidders/Offerors' Conference or any other information session (if indicated in the schedule of events) will be held at the offices referred to in Section 1.4 "Schedule of Events" of this eBid. Unless indicated otherwise, attendance is not mandatory; although Contractors are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the Contractor must attend the conference in its entirety to be considered eligible for contract award. The Contractor is strongly encouraged to allow ample travel time to ensure arrival in the conference meeting room prior to the beginning of any mandatory conference. The City reserves the

right to consider any representative arriving late to be “not in attendance.” Therefore, all contractors are strongly encouraged to arrive early to allow for unexpected travel contingencies.

2.1.5. The City’s Right to Request Additional Information – Contractor’s Responsibility

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

2.1.6. Failing to Comply with Submission Instructions

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

2.1.7. Rejection of Proposals; The City’s Right to Waive Immaterial Deviation

The City reserves the right to reject any or all responses, to waive any irregularity or informality in a Contractor’s response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. The City reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement of requested commodities and/or services. It is also within the right of the City to reject responses **that do not contain all elements and information requested in this eBid**. A Contractor’s response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the eBid requirements, which determination will be made by the City on a case-by-case basis.

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

2.1.8. The City’s Right to Amend and/or Cancel the eBid

The City reserves the right to amend this eBid. All revisions must be made in writing prior to the eBid closing date and time. If a responding entity discovers any ambiguity, conflict, discrepancy, omission or other error in the eBid, they shall immediately notify the City of such error in writing and request modification or clarification of the document. Any modification made to this eBid will be issued as an addendum. Written notice will be posted to DemandStar without divulging the source of the request. If a responding entity fails to notify the City prior to the date and time fixed for submission of an error or ambiguity in the eBid known to them, or an error or ambiguity that reasonably should have been known to them, they shall not be entitled to additional time by reason of the error/ambiguity or its late resolution. By submitting a response, the contractor shall be deemed to have accepted all terms and agreed to all requirements of the eBid (including any revisions/additions made in writing prior to the close of the eBid whether or not such revision occurred prior to the time the contractor submitted its response) unless expressly stated otherwise in the contractor’s response. **THEREFORE, EACH CONTRACTOR IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED eBID AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE CONTRACTOR’S RESPONSE PRIOR TO THE CLOSE OF THE eBID.** All Notice(s) of Intent to

Award (NOIAs) will be posted as referenced in Section 6.7 of this document. **Contractors are encouraged to frequently check the solicitation documentations and embedded URLs for additional information. Finally, the City reserves the right to amend or cancel this eBid at any time.**

2.1.9. Use of Subcontractor

Except as may be expressly agreed to in writing by the City, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Contract or any of the work subsequently assigned under this Contract. No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Contract and for the acts and omissions of all Subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Contract shall also apply to the Subcontractors. Any contract with a Subcontractor must also preserve the rights of the City. The City shall have the right to request the removal of a Subcontractor from the Contract with or without cause.

2.1.10. Proposal of Addition Services

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

2.1.11. Protest Process

Proposers should familiarize themselves with the procedures set forth in [City Ordinance 20-15 Sec. 35.14](#).

2.1.12. Costs for Preparing Responses

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

2.1.13. Public Access to Procurement Records

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

2.2. Submittal Instructions

Submittal Instructions to DemandStar

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

2.2.1. eBid Released

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

2.2.2. eBid Review

The eBid (or "Sourcing Event") consists of the following: this document, entitled "City's eBid Document", and any and all information included in the Sourcing Event, as posted to DemandStar, including any and all documents provided by the City as attachments to the Sourcing Event or links contained within the Sourcing Event or its attached documents.

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

2.2.3. Preparing a Response

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

1. Use the provided worksheets to prepare your response. Enter your responses directly into the worksheet. Unless otherwise directed, do not insert "see attached file" (or similar statements) in the worksheet to reference separate documents.
2. Answer each question in sufficient detail for evaluation while using judgment with regards to the length of response.
3. Proofread your response and make sure it is accurate and readily understandable.
4. Label any and all uploaded files using the corresponding section numbers of the eBid as specified by the City.
5. Use caution in creating electronic files to be uploaded. If the City is unable to open an electronic file due to a virus or because the file has become corrupted, the Contractor's response may be considered incomplete and disqualified from further consideration.
6. Use commonly accepted software programs to create electronic files. The City has the capability of viewing documents submitted in the following format: Microsoft Office 2007 and portable document format file (PDF). Unless the eBid specifically requests the use of another type of software or file format than those listed above, please contact the Issuing Officer prior to utilizing another type of software and/or file format. In the event that the City is unable to open an electronic file because the City does not have ready access to the software utilized by the contractor, the contractor's response will be considered incomplete and disqualified from further consideration.

2.2.4. Submitting, Reviewing, Revising or Withdrawing a Submitted Response

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

1. **BID SUBMISSION.** All bids shall be submitted by completing and returning all required documents. All submittals are required to be electronic and be contained in **two (2) files TOTAL.** No hard copies will be accepted.
 - Upload the Excel Bid Reply Sheet- Schedule A in **Excel Format only.** (Save as File #1).
 - Upload in one file and in the following order: Contractor's General Information Worksheet, Cone of Silence and Communication Document, Contractor's Code of

Ethics, E-Verify Form, Non-Collusion Affidavit, Drug Free Workplace Form, copy of W-9, copy of Certificate of Insurance, and any license or certifications required for project. (Save as File #2).

2. **REVIEW AND REVISE.** In the event the Contractor desires to revise a previously submitted response, the Contractor may revise the response. If the revisions cannot be completed in a single work session, the Contractor should save its progress.” Once revisions are complete, the Contractor **must resubmit** its corrected response. Please permit adequate time to revise and then resubmit the response. Please note submission is not instantaneous and may be affected by several events, such as the contractor temporarily losing a connection to the Internet.
3. **WITHDRAW.** A Contractor may withdraw the proposal by removing all documents from DemandStar prior to the deadline. In the event a Contractor desires to withdraw its response after the closing date and time, the Contractor must submit a request in writing to the Issuing Officer.

3. General Insurance, Bonding, and Permit Requirements

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

3.1. Standard Insurance Requirements

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

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

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

1. **Workers’ Compensation Insurance & Employer’s Liability:** The Consultant shall agree to maintain Workers’ Compensation Insurance & Employers’ Liability in accordance with Section 440, Florida Statutes. Employers’ Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis.
2. **Commercial General Liability Insurance:** The Contractor shall agree to maintain Commercial General Liability insurance, issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000

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

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

Except as to Workers' Compensation and Employers' Liability, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability, Business Auto Liability, and Pollution Liability policies. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents, and shall include Contract# 2020042 Mowing of Major Thoroughfares & Sidewalk Edging shall listed as additional insured.**" Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

4. Automobile Liability Insurance: The Contractor shall maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary and non-contributory basis.
5. 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 operations relating to the handling, storage, transportation, and application of hazardous materials. The City of Port St. Lucie shall be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary and non-contributory basis.
6. Waiver of Subrogation: The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.
7. Deductibles: All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract. Where an SIR or deductible exceeds \$5,000, the City of Port St. Lucie reserves the right, but not obligation, to review and request a copy of the Contractor's most recent annual report or audited financial statement.

It shall be the responsibility of the Contractor to ensure that all independent contractors and sub-contractors comply with the same insurance requirements referenced herein. 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, independent contractor or subcontractor maintain higher limits than the minimums shown above, the City requires and

shall be entitled to coverage for the higher limits maintained by contractor/independent contractor/subcontractor.

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

The City by and through its Risk Management Department reserves the right, but not 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. When a self-insured retention or deductible exceeds \$5,000, The City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

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

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

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

3.2. Bonds and/or Letter of Credit

Bid Bond

Each responding Contractor must supply a Bid Bond or Bid Deposit (certified check, cashier's check, bank money order, bank draft of any national or state bank), in a sum of not less than **5% of the total contract amount** made payable to the City. As a **Mandatory Requirement**, the Bid Bond or Bid Deposit must be scanned and uploaded into [DemandStar](#) along with all other required documents, thus showing evidence that a Bid Bond or Bid Deposit was obtained. Responding Contractors must send the Original Bid Bond or Bid Deposit to the City within five (5) days after the eBid Due Date as reflected above in Section 1.4. The responding Contractor's bid will be considered non-responsive if the Bid Bond or Bid Deposit is not received within the specified time frame. Responding Contractors must submit a Bid Bond or Bid Deposit made payable to the City in a sealed envelope to:

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

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

Security Deposit

The Contractor must pay a cash security deposit or provide an irrevocable letter of credit in the amount of not less than **twenty thousand dollars (\$20,000)**. The cash security deposit or irrevocable letter of credit shall be returned to the Contractor upon faithful performance and completion of this agreed upon contract.

However, should Contractor fail to meet the terms and conditions for which the cash security deposit or irrevocable letter of credit are intended to secure, then the City shall be entitled to demand payment from the lending institution or shall be entitled to retain all or such portion of the cash security deposit as is required to meet the obligations of the contract.

3.2.1 Proposal Certification

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

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

3.3. Permits

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

4. eBid Bid Factors

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

Unless requested otherwise, all responses must be provided within the provided forms/Excel worksheets included with this Sourcing Event. Except as otherwise indicated, all requested forms and documents must be submitted electronically via the sourcing tool as an uploaded document to the contractor's response.

4.1. Introduction

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

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

other data that will provide an adequate basis for determining the quality and functional capabilities of the product offered.

4.2. Contractor's General Information

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

4.3. Mandatory Requirements

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

1. Requirements in this eBid document
2. Requirements contained in any attachment to the Sourcing Event, such as a Mandatory Requirements Worksheet and the cost worksheet
3. Copy of Current Insurance Certificate, Licenses, required Certifications, etc.

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

Some requirements may require a "Yes" or "No" response. Ordinarily, to be considered responsive, responsible and eligible for award, all requirements identified as mandatory must be marked "YES" to pass. There may be rare instances in which a response of "NO" is the correct and logical response in order to meet the mandatory requirement (e.g. responding "NO" that the Contractor does not possess any conflicts of interest). Otherwise, any mandatory questions marked "NO" will fail the technical requirements and will result in disqualification of the Contractor's response, except as otherwise provided in Section 6 "Evaluation and Award" of this eBid. Please note some requirements may require the Contractor to provide product sheets or other technical materials.

It is strongly encouraged that all Contractor's review all documents that are electronically attached to this eBid. Reviewing the documentation ensures that Contractor understands the full scope of the City's request.

5. Cost/Pricing

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

5.1. General Pricing Rules

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

1. The submitted pricing must include all costs of performing pursuant to the resulting contract; and
2. All quantities and/or estimates are for information or tabulation purposes only and;
3. No warranty or guarantee is expressed or implied on the volume of products and/or services that the City may require through the negotiated contract period and;
4. Bids containing a minimum order/ship quantity or dollar value, unless otherwise called for in the eBid, will be treated as non-responsive and may not be considered for award; and
5. The Contractor is required to provide net prices. In the event there is discrepancy between a Contractor's unit price and extended price, the unit price shall govern;
6. In the event there is a discrepancy between (1) the Contractor's pricing as quoted on an uploaded, detailed cost sheet such as an Excel Worksheet (if any) and (2) the Contractor's pricing as quoted by the Contractor in one or more single line entries directly into the Sourcing Event screen, the former shall govern; and
7. The prices quoted and listed in the response shall be firm throughout the term of the resulting contract, unless otherwise noted in the eBid or contract; and

8. Unless otherwise specified in any terms and conditions attached to the eBid, all product deliveries will be F.O.B. destination and all shipping charges must be included in the quoted cost; and
9. Unless expressly permitted by the eBid, responses containing provisions for late or interest charges cannot be awarded a contract. Contractors must “strickethrough” any such provisions in printed forms and initial such revisions prior to submitting a response to the City; and
10. Contractor responses requiring prepayment and/or progress payment requirements may be determined non-responsive unless otherwise permitted by the eBid; and
11. Unless permitted by the eBid, responses requiring payment from the City in less than thirty (30) days will be considered non-responsive; and
12. The City is exempt from certain taxes and no provision for such taxes should be included in the contractor’s response.

5.2 Cost Structure and Additional Instructions

The City’s intent is to structure the cost format in order to facilitate comparison among all Contractors and foster competition to obtain the best market pricing. Consequently, the City requires that each Contractor’s cost be structured as directed in the eBid. Additional alternative cost structures will not be considered. Each Contractor is hereby advised that failure to comply with the eBid instructions, submission of an incomplete offer, or submission of an offer in a different format than the one requested may result in the rejection of the Contractor’s response.

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

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

5.3 Payment by City’s Visa Card Program

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

6. Evaluation and Award

All timely responses will be evaluated in accordance with the following steps. The objective of the evaluation process is to identify the most competitive bid. Once the evaluation process has been completed, the apparent successful Contractor(s) will be required to enter into discussions with the City to resolve any exceptions to the City’s contract. The City will announce the results of the eBid as described further in Section 6.7 “Public Award Announcement.”

6.1. Administrative/Preliminary Review

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

1. Response was submitted by deadline via in accordance with Section 2
2. Response is complete and contains all required documents

6.2. Evaluating Bid Factors (Section 4)

If the Contractor’s response passes the Administrative/Preliminary Review, the Contractor’s responses to Section 4 “eBid Bid Factors” will be evaluated. Responses to mandatory requirements will be evaluated on a pass/fail basis. If a response fails to meet a mandatory requirement, the City will determine if the deviation

is material. A material deviation will be cause for rejection of the response. An immaterial deviation will be processed as if no deviation had occurred.

6.3. Evaluating Cost

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

6.4. Selection and Award

The City reserves the right to: (a) waive minor irregularities, variances or non-material defects in a response; (b) reject any and all responses, in whole or in part; (c) request clarifications from Contractors; (d) request resubmissions from all Contractors; (e) award in whole, in part; or by line item and (f) take any other action as permitted by law. The City reserves the right to provide for similar and/or additional services from other companies if the City so deems necessary. If the City elects to exercise this right, the contract awarded under this solicitation shall remain in effect as for to all terms, agreements, and conditions without penalty or diminution of ongoing services as contained therein. Contractor agrees and understands that any contract awarded pursuant to this solicitation shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services, or award more than one contract under this solicitation, at its sole option.

Single 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, 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.

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

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

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

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

6.6. Site Visits, Samples, and Oral Presentations

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

6.7. Public Award Announcement

The preliminary results of the evaluation will be announced through the public posting of a Notice of Intent to Award by the City Clerk's Office, pending final approval by the City Council at a publicly noticed meeting. The Notice of Intent to Award ("NOIA") is not notice of an actual contract award; instead, the NOIA is notice of the City's expected contract award(s) pending resolution of the protest process period pursuant to City Code of Ordinances, Section 35.14. The NOIA (if any) will identify the apparent successful contractor(s), unsuccessful contractor(s), and the reasons why any unsuccessful contractors were not selected for contract award. **NO CONTRACTOR SHOULD ASSUME PERSONAL NOTICE OF THE NOTICE OF INTENT TO AWARD ("NOIA") WILL BE PROVIDED BY THE CITY. INSTEAD, ALL CONTRACTORS SHOULD FREQUENTLY CHECK [THE CITY CLERK'S WEBSITE](#) FOR NOTICE OF THE NOIA DURING A CITY COUNCIL MEETING.**

7. Contract Terms and Conditions

The contract that the City expects to award as a result of this eBid will be based upon the eBid, the successful Contractor's final response as accepted by the City and the contract terms and conditions, which terms and conditions can be downloaded from [DemandStar](#). The "successful Contractor's final response as accepted by the City" shall mean: the response submitted by the awarded Contractor, written clarifications, and any other terms deemed necessary by the City, except that no objection or amendment by a Contractor to the eBid requirements or the contract terms and conditions shall be incorporated by reference into the contract unless the City has explicitly accepted the Contractor's objection or amendment in writing.

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

Exception to Contract

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

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

The City reserves the right to modify the contract to be consistent with the apparent successful offer, and to negotiate other modifications with the apparent successful Contractor. Exceptions that materially change the terms or the requirements of the eBid may be deemed non-responsive by the City, in its sole discretion, and rejected. Contract exceptions which grant the Contractor an impermissible competitive advantage, as determined by the City, in its sole discretion, will be rejected. If there is any question whether a particular contract exception would be permissible, the Contractor is strongly encouraged to inquire via written question submitted to the Issuing Officer prior to the deadline for submitting written questions as defined by the Schedule of Events.

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

Order of Preference

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

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

8. Payment

To ensure proper payment the awarded Contractor must:

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

9. List of eBid Attachments

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

- ❖ PSL eBid (this document)

Attachments:

- A. Sidewalk Locations (Attached)
- B. Excel Bid Reply- Schedule A from Section 5 of this eBid- Must be uploaded to DemandStar (Mandatory Document)
- C. Sample Contract (Attached)
- D. Other Mandatory Documents- Must be uploaded to DemandStar:
 - Contractor's General Information Worksheet/ Questionnaire
 - Cone of Silence and Communication Document from Section 2.1.2 of this eBid
 - Contractor's Code of Ethics
 - E-Verify Form
 - Non-Collusion Affidavit
 - Drug Free Workplace Form

**Any documents indicated in Section 4.3 of this eBid must be returned in the system as a part of the response by the Contractor. Failure to supply the completed document(s) will deem the Contractor as non-responsive.

Sidewalk Locations

SIDEWALK LOCATION	TOTAL LINEAR FT BOTH SIDES
BAYSHORE BLVD	22,220
BAYSHORE/OAKRIDGE DR.	16,000
BELMONT DR	1,496
BRIDGEPORT DR	3,718
CALIFORNIA BLVD	54,966
CAMEO BLVD.	18,000
CASHMERE BLVD.	47,701
CHARTWELL ST	1,075
COMMERCE CENTER PKWY	23,000
DARWIN BLVD	25,853
DEL RIO BLVD.	38,473
DELWOOD DR.	598
EAST TORINO PKWY	4,760
FLORESTA DR	11,879
GREEN RIVER PKWY	28,086
HILLMOOR DR.	6,120
JANNEBO ST.	1,928
LENNARD RD	6,701
MANVILLE DR	5,841
MARION AVE	5,280
MARIPOSA AVE	1,144
MARIPOSA AVE	5,280
MELALEUCA BLVD	17,900
MORNINGSIDE BLVD.	5,530
PEACHTREE BLVD	5,138
PEACHTREE BLVD	680
PEACOCK BLVD	22,878
PINE TRACE AVE.	7,400
PSL BLVD	300
ROSSER BLVD.	9,500
ROSSER RD	3,338
SAVONA BLVD	46,987
SELVITZ Rd.	9,529
SOUTHBEND BLVD	23,652

Sidewalk Locations

THORNHILL DRIVE	16,298
TIFFANY AVE.	20,166
TOPAZ WAY	660
TORINO PKWY.	5,292
TULIP BLVD.	32,566
UNIVERSITY BLVD	1,703
VILLAGE GREEN DR	1,600
TOTAL	561,236

Sidewalk Locations

<u>SIDEWALK LOCATION</u>	<u>FROM/TO</u>	<u>BOTH SIDES</u>	<u>LINEAR FT</u>
BAYSHORE BLVD	Prima Vista to north of Salem Ter.	BOTH SIDES	22,220
BAYSHORE/OAKRIDGE DR.	Southbend Blvd. to Glenwood Dr.		16,000
BELMONT DR	TULIP BLVD TO BRIDGEPORT DR	BOTH SIDES	684
BELMONT DR	DARWIN BLVD TO BRIDGEPORT DR	ONE SIDE	812
		TOTAL	1496
BRIDGEPORT DR	BELMONT DR TO LANDALE BLVD	ONE SIDE	1312
BRIDGEPORT DR	BELMONT CIR TO LANDALE BLVD	BOTH SIDES	2406
		TOTAL	3718
CALIFORNIA BLVD	RIVERSIDE DRIVEWAY TO HEATHERWOOD	ONE SIDE	3680
CALIFORNIA BLVD	RIVERSIDE DRIVEWAY TO HEATHERWOOD VACANT LOTS SIDE	ONE SIDE	2884
CALIFORNIA BLVD	HEATHERWOOD TO THE VINEYARD HOMES	BOTH SIDES	2988
CALIFORNIA BLVD	NO. OF CHURCH TO WALMART DELIVERY ROAD	BOTH SIDES	3504
CALIFORNIA BLVD	NO. OF CARWASH ON EAST SIDE TO COUNTRY CLUB DR.	BOTH SIDES	2718
CALIFORNIA BLVD	UNIVERSITY BLVD TO SOUTH PROPERTY OF THE SCHOOL	ONE SIDE	2112
CALIFORNIA BLVD	SO. END OF PROPERTY OF SCHOOL TO NO. END OF PROPERTY	ONE SIDE	386
CALIFORNIA BLVD	NO. END OF SCHOOL TO PEACOCK BLVD CIRCLE	ONE SIDE	9752
CALIFORNIA BLVD	NO. SIDE OF MOTOR COACH OUTDOOR RESORT UP TO THE CIRCLE AT CALIF/PEACOCK	ONE SIDE	900
CALIFORNIA BLVD	CAMEO BLVD TO DEL RIO BLVD	ONE SIDE	1796
CALIFORNIA BLVD	CAMEO BLVD TO DEL RIO BLVD VACANT LOTS	ONE SIDE	986
CALIFORNIA BLVD	DEL RIO BLVD TO SAVONA BLVD	ONE SIDE	3797
CALIFORNIA BLVD	SAVONA BLVD TO THE 2ND DEL RIO BLVD	ONE SIDE	6672
CALIFORNIA BLVD	SAVONA TO THE 2ND DEL RIO ON THE VACANT LOTS	ONE SIDE	1311
CALIFORNIA BLVD	FROM THE 2ND DEL RIO TO CROSSTOWN	ONE SIDE	1626
CALIFORNIA BLVD	CROSSTOWN TO BOOTH AVE	ONE SIDE	829
CALIFORNIA BLVD	CROSSTOWN TO BOOTH AVE - VACANT LOTS	ONE SIDE	246
CALIFORNIA BLVD	FROM THE 2ND DEL RIO BLVD TO SAVONA BLVD	ONE SIDE	4659
CALIFORNIA BLVD	SUNGLOW ST TO FRANKLIN ST	ONE SIDE	518
CALIFORNIA BLVD	SUNGLOW TO FRANKLIN ST - VACANT LOTS	ONE SIDE	282
CALIFORNIA BLVD	Savona to Sunglow (south side) & St. Bernadette's Church to University (west side)	BOTH SIDES	3,320
		TOTAL	54966
CAMEO BLVD.	PSL Blvd. to Crosstown Parkway		18,000
CASHMERE BLVD	CASHMERE BLVD TO HEATHERWOOD	ONE SIDE	2031
CASHMERE BLVD	NO. DRIVEWAY OF CENTENNIAL H.S. TO END OF CONST. SITE	ONE SIDE	1704
CASHMERE BLVD	NO. SIDE OF CONST. SITE TO SO. SIDE OF THE GRACE CHURCH	BOTH SIDES	596
CASHMERE BLVD	SOUTH END OF GRACE CHURCH TO NO. END OF CHURCH	ONE SIDE	766
CASHMERE BLVD	NO. PROPERTY OF GRACE CHURCH TO HOME DEPOT	ONE SIDE	3211
CASHMERE BLVD	(WESTSIDE) NO. END OF LAKE FOREST TO ALBERTSON'S	BOTH SIDES	1976
CASHMERE BLVD	LAKE FOREST DRIVEWAY TO END OF PROPERTY	ONE SIDE	346
CASHMERE BLVD	501 CASHMERE BLVD - THE PALMS TO THE SO. END	NORTH SIDE	378
CASHMERE BLVD	SO. SIDE OF THE PALMS TO THE WALL OF MAGNOLIA	SOUTH SIDE	996
CASHMERE BLVD	START OF MAGNOLIA TO DRIVES OF WAY	ONE SIDE	3679

Sidewalk Locations

CASHMERE BLVD	MAGNOLI ALAKES TO END OF WALL	ONE SIDE	1584
CASHMERE BLVD	MAGNOLIA TO THE CIRCLE	ONE SIDE	5260
CASHMERE BLVD	FROM WESTGATE SCHOOL TO ZENITH EAST SIDE	BOTH SIDES	3716
CASHMERE BLVD	CASHMERE AND DEL RIO	ONE SIDE	72
CASHMERE BLVD	Del Rio to the High School (east Side)	BOTH SIDES	7,328
CASHMERE BLVD.	ZENITH TO TORINO PKWY. - EAST SIDE	BOTH SIDES	1254
CASHMERE BLVD.	ZENITH TO TORINO PKWY. WEST SIDE	BOTH SIDES	2244
CASHMERE BLVD.			10,560
		TOTAL	47701
CHARTWELL ST	3300 SW Chartwell Street and terminating at the church driveway on Tunis Avenue	ONE SIDE	1,075
COMMERCE CENTER PKWY			23,000
DARWIN BLVD	SOUTH SIDE FROM PSL BLVD TO MCDONALDS DRIVEWAY	ONE SIDE	225
DARWIN BLVD	NO. SIDE FROM PSL BLVD TO 7-11 STORE DRIVEWAY	ONE SIDE	225
DARWIN BLVD	SO. SIDE FROM MCDONALDS DRIVEWAY TO SHOPPING PLAZA	ONE SIDE	748
DARWIN BLVD	SO. SIDE FROM THE SHOPPING PLAZA TO TULIP BLVD	ONE SIDE	4475
DARWIN BLVD	NO. SIDE FROM TULIP BLVD TO THE EAST SIDE OF THE TOWN HOMES	BOTH SIDES	3524
DARWIN BLVD	NO. SIDE FROM EAST SIDE OF TOWN HOMES TO BELMONT CIR	ONE SIDE	963
DARWIN BLVD	NO. SIDE FROM BELMONT CIR TO THE EAST SIDE OF THE TOWN HOMES	BOTH SIDES	824
DARWIN BLVD	NO. SIDE FROM THE EAST SIDE OF THE TOWN HOMES TO THE WEST SIDE OF THE TOWN HOME	ONE SIDE	1059
DARWIN BLVD	NO. SIDE FROM THE WEST SIDE OF THE TOWN HOMES TO THE EAST SIDE OF THE CARWASH	BOTH SIDES	802
DARWIN BLVD	NI, SIDE IN FRONT OF THE CARWASH FROM THE EAST SIDE TO THE CORNER	ONE SIDE	208
DARWIN BLVD	Paar Dr to Becker Rd (east side)	BOTH SIDES	12,800
		TOTAL	25853
DEL RIO BLVD	SW CLEARY TERR TO THE CHURCH DRIVEWAY	ONE SIDE	273
DEL RIO BLVD.	California Blvd. to MacKenzie St.		9,000
DEL RIO BLVD.	PSL Blvd. to California Blvd.		29,200
		TOTAL	38,473
DELWOOD DR.	JAMMEBO ST TO NW IREDELL ST	BOTH SIDES	598
EAST TORINO PKWY	Peacock Apts to over the C-106 canal (east side)	BOTH SIDES	4,760
FLORESTA DR	NEWSPAPER STANDS TO THORNHILL DRIVE	ONE SIDE	548
FLORESTA DR	EAST SIDE NEWS STANDS TO THORNHILL - VACANT LOTS	ONE SIDE	219
FLORESTA DR	THORNHILL TO SE LANSDOWNE AVE - EAST SIDE	ONE SIDE	843
FLORESTA DR	LANSDOWNE AVE TO DAMASK AVE - EAST SIDE	ONE SIDE	317
FLORESTA DR	DAMASK TO BYWOOD AVE - EAST SIDE	ONE SIDE	902
FLORESTA DR	BYWOOD AVE TO WALTERS TERR - EAST SIDE	BOTH SIDES	360
FLORESTA DR	WEST SIDE OF ROAD FROM WALTERS TERR TO CANAL	BOTH SIDES	210
FLORESTA DR	WEST SIDE OF ROAD FROM CANAL TO DAMASK AVE	ONE SIDE	1072
FLORESTA DR	SO. SIDE BAYSHORE BLVD TO AIROSO BLVD	ONE SIDE	6165
FLORESTA DR	BAYSHORE BLVD TO AIROSO - VACANT LOTS	ONE SIDE	1243
		TOTAL	11879
GREEN RIVER PKWY	WALTON RD TO BRIDGE - EAST SIDE	BOTH SIDES	28086

Sidewalk Locations

HILLMOOR	?????	?????	1,400
HILLMOOR DR.	Hospital to Woodstork Trail		3,720
HILLMOOR DR.	Lennard Rd. to Playground		1,000
JANNEBO ST.	DELWOOD DR. TO GAMMA ST.	BOTH SIDES	1928
LENNARD RD	SCHOOL TO WALTON RD - EAST SIDE	ONE SIDE	2110
LENNARD RD	SCHOOL TO WALTON RD - VACANT LOTS EAST SIDE	ONE SIDE	1661
LENNARD RD	WEST SIDE WALTON RD TO W DUNBROOKE CIRCLE	BOTH SIDES	2930
		TOTAL	6701
MANVILLE DR	ST. JAMES DR TO SELVITZ RD	ONE SIDE	4270
MANVILLE DR	ST. JAMES DR TO SELVITZ RD - VACANT LOTS	ONE SIDE	1571
		TOTAL	5841
MARION AVE	Bayshore Boulevard east to Curtis Street	ONE SIDE	5,280
MARIPOSA AVE	CANAL NEAR PEAR LAN TO CALAIS ST	ONE SIDE	1144
MARIPOSA AVE	Lennard Rd to Burton St	BOTH SIDES	5,280
MELALEUCA BLVD	Lennard Rd to Green River Pkwy	BOTH SIDES	17,900
MORNINGSIDE BLVD.	Treasure Island to Cambridge Dr.		5,530
PEACHTREE BLVD	NO. SIDE ST. JAMES DR. TO SELVITZ RD	BOTH SIDES	5138
PEACHTREE BLVD	SO. SIDE FROM THE DEVELOPMENT TO SELVITZ RD	BOTH SIDES	680
PEACOCK BLVD	CASHMERE CIRCLE TO THE END OF WALL	BOTH SIDES	3744
PEACOCK BLVD	START OF VACANT LOT TO END OF VACANT	BOTH SIDES	1582
PEACOCK BLVD	CASCADES WALL TO CALIFORNIA BLVD CIRCLE	ONE SIDE	2674
PEACOCK BLVD	CALIFORNIA CIRCLE TO OUTDOOR RESORT MOTOR COACH	ONE SIDE	1626
PEACOCK BLVD	OUTDOOR RESORT DRIVEWAY TO END OF SIDEWALK	ONE SIDE	562
PEACOCK BLVD	CALIFORNIA BLVD CIRCLE TO THE METS MAINT. COMPLEX FENCE	BOTH SIDES	6326
PEACOCK BLVD	METS MAINT. COMPLEX NORTH SIDE TO SOUTH SIDES	ONE SIDE	673
PEACOCK BLVD	SO. END END OF METS MAINT. COMPLEX TO NO. END OF THE VACANT TO THE SOUTH END OF	BOTH SIDES	1346
PEACOCK BLVD	NO. END OF THE VACANT TO THE SOUTH END OF VACANT	ONE SIDE	1113
PEACOCK BLVD	METS DIGITAL DOMAIN DRIVEWAY TO UNIVERSITY BLVD EAST SIDE	ONE SIDE	1226
PEACOCK BLVD	ELKS LODGE TO UNIVERSITY BLVD WEST SIDE	ONE SIDE	1136
PEACOCK BLVD	ELKS LODGE TO STADIUM DR. NORTH SIDE OF PROPERTY	ONE SIDE	870
		TOTAL	22878
PINE TRACE AVE.			7,400
PSL BLVD	SO OF BECJER RD IN THE EAST SUDE FRIN ABRAHAN AVE TO BRIDGE	BOTH SIDES	300

Sidewalk Locations

ROSSER BLVD.			9,500
ROSSER RD	WEST SUDE FROM CRAWF ORD AVE TO FIRST MEDIAN ON THE SO. END	BOTH SIDES	3338
SAVONA BLVD	C-24 BRIDGE TO CALIFORNIA BLVD	ONE SIDE	2306
SAVONA BLVD	C-24 BRIDGE TO CALIFORNIA BLVD VACANT LOTS	ONE SIDE	601
SAVONA BLVD	Bougainvillea Ave North to the C-24 Canal	BOTH SIDES	5,280
SAVONA BLVD	Gatlin Blvd to Paar Dr (west side) & Paar Dr to Becker (east side)	BOTH SIDES	38,800
		TOTAL	46987
SELVITZ RD	MACEDO BLVD TO MANVILLE DR	ONE SIDE	2763
SELVITZ RD	MACEDO BLVD TO MANVILLE DR - VACANT LOTS	ONE SIDE	1486
SELVITZ Rd.	Bayshore Blvd. to North Macedo Blvd.		5,280
SOUTHBEND BLVD	EAGLE DR TO WEST SNOW RD	BOTH SIDES	23652
SOUTHBEND BLVD	WEST SNOW RD TO BECKER RD	BOTH SIDES w/CURB	23652
THORNHILL DR	SO. SIDE FROM WHITMORE DR TO FLORESTA DR	ONE SIDE	5054
THORNHILL DR	WHITMORE DR TO FLORESTA DR - VACANT LOTS	ONE SIDE	1444
THORNHILL DRIVE	Airoso Blvd. to Bayshore Blvd.		9,800
TIFFANY AVE	US 1 TO LENNARD RD - SOUTH SIDE	ONE SIDE	4643
TIFFANY AVE	US 1 TO LENNARD RD - VACANT LOTS	ONE SIDE	1021
TIFFANY AVE	NO. SIDE FROM VILLAGE GREEN TO LENNARD RD - VACANT LOTS	ONE SIDE	3350
TIFFANY AVE	VILLAGE GREEN TO LENNARD - VACANT LOTS	ONE SIDE	1562
TIFFANY AVE.			6,530
TIFFANY Ave.	School Site to Grand Dr.		3,060
		TOTAL	20166
TOPAZ WAY	NORTH SIDE FROM TORINO PKWY	BOTH SIDES	660
TORINO PKWY	NO. SIDE CASHMERE BLVD TO CONUS ST (NORTH SIDE)	BOTH SIDES	1772
TORINO PKWY	WEST SIDE FROM TOPAZ WAY TO THE NORTH SIDE OF THE CHURCH	ONE SIDE	603
TORINO PKWY	WEST SIDE FROM TOPAZ WAY TO NORTH SIDE OF THE CHURCH	ONE SIDE	967
TORINO PKWY.	EASTSIDE FROM CASHMERE TO PEACOCK RUN TOWN HOUSES	ONE SIDE	1950
		TOTAL	5292
TULIP BLVD	SO. SIDE FROM PSL BLVD TO THE FIRST HOUSE 862 TULIP BLVD	BOTH SIDES	768
TULIP BLVD	FROM 862 TULIP BLVD THE FIRST HOME TO DARWIN BLVD	ONE SIDE	3592
TULIP BLVD	DARWIN BLVD TO PSL BLVD	BOTH SIDES	3448
TULIP BLVD	DARWIN BLVD TO BELMONT CIRCLE	BOTH SIDES	2576
TULIP BLVD	BELMONT CIRCLE TO CHERRYHILL RD	BOTH SIDES	5286
TULIP BLVD.	Cherryhill Rd. to PSL Blvd.		16,896
		TOTAL	32566

Sidewalk Locations

UNIVERSITY BLVD	PEACOCK BLVD TO CALIFORNIA BLVD NEAR STORAGE UNITS	SOUTH SIDE ONE SIDE	1703
VILLAGE GREEN DR	Spanish Lakes Golf Village driveway to Walton Road.	ONE SIDE	1,600

Mowing of Major Throughfares Sidewalk Edging

Schedule A- Excel Bid Reply

Company Name:						
Line Item	Type of Service	Estimated # of Acres	Annual Occurrence	Unit Price Per Acre	Total Amount Per Occurrence	Total Amount Per Year
1	Major Thoroughfares	588	10		\$0.00	\$0.00
	Edging	Estimated # of Linear Feet	Annual Occurrence	Unit Price Per LF	Total Amount Per Occurrence	Total Amount Per Year
2	Sidewalk Edging/LF	561,236	5		\$0.00	\$0.00
TOTAL BID AMOUNT						\$0.00
OPTIONAL ITEM:						
	Herbicide	Estimated # of Acres	Annual Occurrence	Unit Price Per Occurrence	Total Amount Per Occurrence	Total Amount Per Year
3	Herbicide Treatment	1	10		\$0.00	\$0.00
TOTAL OPTIONAL BID AMOUNT						\$0.00

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

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

**SECTION I
RECITALS**

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

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

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

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

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

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

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

**SECTION II
NOTICES**

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

Contractor: _____
Title _____
E-Mail: _____

City Contract Administrator: Shelby Dolan
Procurement Agent I - Procurement Management Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099

TEL: 772-873-6338 / FAX: 772-871-7337
E-mail: SDolan@cityofpsl.com

City Project Manager:

John Dunton, Deputy Director
Public Works Department, Building B
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
TEL: 772-344-4035 / FAX: 772-871-5289
Email: JDunton@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 #20210042, **Mowing and Landscape Maintenance Services Throughout Port St. Lucie** including all Attachments, all Addenda, and all other restrictions and requirements are incorporated by this reference.

1. **Specific Duties to be Performed: Mowing of Major Thoroughfares & Sidewalk Edging**

1.1 Work to be performed by the Contractor under this section includes: furnishing all labor, materials, equipment, and supervision required to perform the MOWING and MAINTENANCE of the areas specified by City's Project Manager.

1.2 The Contractor will make every reasonable effort to leave the area in an aesthetically pleasing condition.

1.3 On the road rights-of-way the Contractor will be responsible to inspect and remove all trash prior to the commencement of mowing and maintenance. The Contractor will supply the number of 55-gallon trash bags removed at the conclusion of each cycle. The Contractor shall be required to trim around all signs, headwalls, culverts, grates, fire hydrants, delineators, utility poles, canal fronts, etc. that are located in the vacant lot rights-of-way. The Project Manager will furnish maps of rights-of-way. The Project Manager shall provide an itemized check list to the Contractor. This check list will need to be signed and dated for each occurrence. The Project Manager will require the Contractor to remove all trash within the residential streets. Nothing larger than a tire will be removed. The City will address this issue on a case-by-case basis. The use of herbicide is not permissible in this contract.

1.4 The number of annual mowing's to be performed by the Contractor in each area is ten (10).

1.5 The Contractor shall perform work in accordance with the Monthly Schedule issued by the Project Manager, or his/her designee.

1.6 It is the Contractor responsibility to maintain a uniform height of cut consistent with the terrain. Cutting blades shall be sharpened as needed, to maintain a good cutting characteristic. Blades shall be set to cut grass at three (3) inches in height after being cut. All mowing is to be tied into private property. The Contractor shall agree at any time deemed necessary by the Project Manager to allow the Project Manager, or his/her designee, the right to inspect the mowing blades of any machine being used.

1.7 When work is in progress, Contractor shall make a reasonable effort to ensure that cuttings will not be discharged into the street, onto private property or in the drainage "black swale liner". The Contractor shall also make every reasonable effort to ensure that cuttings will be discharged onto the uncut area. Any debris as a result of the mowing operation discharged in these locations may be required to be removed by the Contractor at the discretion of the Project Manager before work continues.

1.8 Any damage occurring during mowing operations is to be immediately reported before the end of the daily shift by the Contractor to the Project Manager. The Project Manager will determine what corrective action is required and inform the Contractor. The Contractor will punctually perform the required corrective action at the Contractor's expense no later than twenty-four (24) hours from the time it is reported.

1.9 The Contractor shall deliver daily VIA email, facsimile, or in person, a detailed work schedule to identify the specific work in progress, the name and number of personnel, street names, or sections being performed to the Project Manager or his/her designee.

1.10 The back side of the swale liners and sidewalks, if present, must always be cut, regardless if wet or not. The Contractor shall weed-eat, use a walk behind mower, or boom mower if conditions are too wet.

2. **Inspections** - During the contract period the Project Manager, or his designee, shall continually inspect the work that has been performed and notify the Contractor of any deficiencies that require correction. The Contractor shall be responsible to remedy all deficiencies within twenty-four (24) hours after being notified to be eligible for that month's service payment.

3. **Equipment Storage** - The Contractor shall be responsible for to ensure that all equipment and supplies shall not be stored on City property without written permission from the Project Manager.

4. **Equipment** - Only equipment designed for performance of work described herein will be acceptable for operation. The equipment used must be in good operating condition at all times. All equipment used must have company identification signs including, but not limited to, trucks, boats, etc. (Mowing is to be done with zero turn mowers however there are specific sites where a batwing type mower will be applicable.)

The City may inspect the equipment anytime during the course of the contract. Safety devices shall be properly installed and maintained at all times the equipment is in use.

5. **Limitation of Operations** - No equipment, regardless of width, shall be left on the roadway rights-of-way overnight or parked in the median without written approval from the City.

6. **Herbicides** – Herbicide will be applied only around tree rings and along asphalt edges. No herbicide is to be applied along concrete, only hard edging which will be performed up to 10 x annually. A list of all sidewalks will be provided with this document.

The Contractor shall preserve from damage all property associated with, or located in the vicinity of, or is in any way affected by the work. This applies to public and private property and/or utilities.

Any damages occurring to such properties shall be immediately repaired at the expense of the Contractor to a condition equal to or better than that existing before such damage occurred.

The Contractor shall provide adequate protection for curbs and sidewalks over which trucks and equipment pass to reach the job site.

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

All night, Saturday, Sunday, and/or Holiday work must be authorized by the City and requires that the Contractor obtain a noise permit from the City Police Department. All night work within the City's rights-of-way requires a minimum forty-eight (48) hour prior notice to the City. This clause shall not pertain to crews organized to perform maintenance work on equipment or to operate and maintain special equipment such as dewatering pumps, which may be required to work twenty-four (24) hours per day.

The Major Thoroughfares are as follows:

Tiffany Avenue	Melaleuca Blvd.
Berkshire Blvd.	Village Green Drive
Mariposa Ave.	Morningside Blvd.
Westmoreland Blvd.	Pine Valley Street
Floresta Drive	Bayshore Blvd.
Thornhill Drive	Lakehurst Drive
Sandia Drive	Southbend Blvd.
Oakridge Ave.	Macedo Blvd.
Biltmore Street	Selvitz Road

Manville Drive	California Blvd.
Del Rio Blvd.	Cameo Blvd.
Savona Blvd.	Savage Blvd.
Tulip Blvd.	Darwin Blvd.
Port St. Lucie Blvd.	Becker Road
Parr Road	Rosser Blvd.
Torino Parkway	Peachtree Blvd.
Blanton Blvd.	Heatherwood Blvd.
St. Lucie West Blvd.	Peacock Blvd.
Universtiy Blvd.	Cashmere Blvd.
Green River Parkway	Commerce Center Parkway
Pine Trace Ave.	Hillmoor Drive
Marion Ave.	

Sidewalk Locations: See attachment A

Lawn Maintenance Requirements

I. Description of Required Services

a. Mowing Services

- i. Considering topography, the Contractor is required to use the proper mowing equipment to provide a high-quality cut.
- ii. At no time are any mowers to exceed 7 mph on any turf area due to the increased risk of an unexpected injury to staff. Mowers must have shrouds in the down position at all times.
- iii. Only mulching decks or rear discharge mowers shall be used on curbed section medians.
- iv. No abrupt turning or sliding of equipment which results in turf damage shall occur.
- v. All vegetative debris, including, but not limited to, grass clipping, fallen tree/bush branches and palm fronds, pruning debris, shall be removed from City property after each service. The use of bagging attachments is recommended, but not required.
- vi. All asphalt surfaces are to be kept free of debris created by mowers, hedgers, and weed eaters.
- vii. Contractor will take care to ensure that blowing does not cause damage to any individual, private or public property, and vegetation beds.
- viii. All mowed areas are to be cut with a rotary type mower with sharp blades giving the mowed area a neat and clean cut. Mowing equipment shall have cutting blades maintained in optimal condition to ensure grass is evenly cut without a "tearing" and/or scalping effect, which would negatively affect growth, health and appearance of grass.
- ix. Parking lots, driveways, walks, and any other similar areas present on the grounds shall be cleaned of cuttings and debris by use of power and/or hand

equipment.

b. Trimming and Weeding Services

- i. Chemical trimming on wall/fence line and near bodies of water is prohibited.
- ii. Trimming shall be done in front of, behind, under or around, and beyond roadside obstacles, around landscaped beds, walls, fences, established/planted trees, non-landscape area shrubs and wildflower areas to provide an attractive appearance.
 - Roadside Obstacles shall be defined as posts, buildings, lights, signs, tree, public utility installations, sprinkler heads, valves, and otherwise where needed and in concurrence with each mowing.
- iii. String trimming shall be a minimum of thirty inches (30") outside of chain link fences.
- iv. Trimming shall be done by hand carried equipment, or by equipment that will not cause damage to public or private property.
- v. If an area has inadequate vegetative cover; has damaged vegetation such as rutted or eroded areas; or has fragile soils that are likely to be rutted or eroded by mowing equipment, trimming of vegetation shall be conducted by hand carried trimming equipment.
- vi. In the event that weeds, or other undesirable vegetation become prevalent in planted beds, they are to be hand pulled.
- vii. All cracks and joints in concrete, asphaltic concrete surfaces, and brickwork shall be cleaned by trimming and are to be blown and sprayed with herbicide.
- viii. Contractor shall not be permitted to exceed five (5) miles of mowing without complete trimming of that mowed section.
- ix. Parking lots, driveways, walks, and any other similar areas present on the grounds shall be cleaned of cuttings and debris by use of power and/or hand equipment.

c. Edging Services

- i. All hard edges shall be mechanically edged every mowing to maintain the definition of an edge.
- ii. Edging shall be performed every other mowing cycle or as needed by vegetation growth.
- iii. The use of an herbicide to edge areas is prohibited.
- iv. Parking lots, driveways, walks, and any other similar areas present on the grounds shall be cleaned of cuttings and debris by use of power and/or hand equipment.

d. Application of Herbicides and Pesticides Services

- i. Before any herbicide or pesticide is used on any City landscaped site, it must be pre-approved for use by the City Project Manager or their designee. Contractor must provide the City with updated listing of all chemicals and copies of Material Data Safety Sheets (MSDS) or Safety Data Sheets (SOS).
- ii. Any time that herbicides or pesticides are being applied, the Contractor must at all times employ and have on-site an employee who has a valid State of Florida pesticide license to perform and/or supervise the application of chemicals. Proper notifier signage must be placed in sprayed areas prior to

application to notify about upcoming application and also prior to leaving site after application. Signage must have essential Contractor contact info and spray ingredients listed on it.

- iii. Herbicides and pesticides shall be of the best quality obtainable, properly labeled with guarantee analysis, and brought to each job site in the manufacture's original container, or appropriate and properly labeled secondary container. All shall be environmentally safe and comply with all federal, state and local environmental regulations, polices and statutes.
- iv. Herbicide is only to be applied along exterior bed lines and impervious surfaces and in accordance with manufacturer recommendations. Herbicides applied shall have indicator dye only in pervious locations to manage drift control during the application. Impervious surfaces shall not be sprayed using indicator dye.
- v. No herbicide is to be applied at, near or along any drainage inlets, pipes or grates.
- vi. A hood covering the herbicide applicator wand must be used. Contractor shall take all precautionary measures to ensure all herbicide treatments will not take place during high winds or rainstorms that may allow herbicide spray native or off target species. Pre-emergent and selective herbicides are recommended.
- vii. Certain vegetation may not receive pre-emergent applications to avoid damage.
- viii. Herbicides shall not be used in areas where their use will cause or promote erosion, i.e. a fence/wall line or near a body of body of water.
- ix. The use of an herbicide to edge areas is prohibited.

e. Trash/Litter Removal Services

- i. "Litter/Debris Removal" – Prior to and day of commencement of work (mowing, edging, trimming, and/or pruning) for each location indicated for each Service Area, the Contractor shall inspect the service area location and remove all litter and debris. The Contractor shall be required to remove all litter, trash, leaves, branches, palm fronds and any and all other accumulated debris prior to mowing, edging, trimming, and/or pruning.
 - The Contractor will inform the City via the Daily Checklist, the number of bags picked-up from each Service Area location and tally the total amount of bags of litter/trash for the Service Rotation.
- ii. Pick up, remove, and dispose of litter and debris within all mowing service areas as specified in Appendix A and on all paved shoulders.
- iii. Litter Pick-up shall be performed before any mowing, trimming, edging, or herbicide/pesticide application.
- iv. Litter and debris may consist of paper, plastic, boxes, bottles, cans, cigarette butts, tires, rubber pieces, mattresses, appliances, lumber, metal pieces, hubcaps, vehicle parts, fallen tree/bush branches, and palm fronds, leaves, trimmed vegetation on paved surfaces, dead animals, and other items not considered normal to turf.
- v. All litter and debris must be deposited into trash bags prior to being placed into disposal vehicles. Larger pieces such as ladders, tires,

- mattresses, etc., may be directly deposited into disposal vehicles.
- vi. Conduct litter removal activities during daylight hours only.
- vii. Additional litter removal cycles may be requested by the City between mowing cycles. Contractors must include this service in the overall proposed costs. No additional solicitation line items or contract amendments will be issued for this service.

II. Mowing Cycles

- a. Begin mowing operations on the commencement date or on a date approved by the City Project Manager.
- b. Unless otherwise directed by the City Project Manager or their designee, Contractor shall follow the mowing cycle provided by the Project Manager.
- c. Cycle(s) and/or cycle date(s) can be omitted or changed due to requirements from federal, state, or local agencies, herbicide application efficacy, weather conditions, soil conditions (saturated or eroded/damaged soils), vegetation conditions (inadequate vegetative cover), and budget restraints at the discretion of the Contract Administrator.
- d. Working Hours- Perform all scheduled mowing operations from 7:00a.m. until dusk. No work will be allowed on City holidays. The City Project Manager or their designee shall have the ability to amend the working hours as needed to ensure quality acceptance of services.

III. Mowing Restrictions

- a. When operating equipment near pedestrian and vehicular traffic areas, the equipment operator must be aware of individuals and the flow of traffic. When pedestrians or vehicular traffic is present, Contractors staff must either stop work or angle equipment so pedestrians or vehicular are not impeded and/or harmed.
- b. All mowers should remain on grassed shoulders when in operation, without a deck being raised, so as not to create hazards for the traveling public or to interfere with the travel lanes.

IV. Traffic

- a. At a minimum, abide by the *Manual of Uniform Traffic Control Devices (MUTCD)*, current edition, for traffic control guidance.
- b. Any signs used must be of rigid, one-piece construction covered with suitable sheeting and legend (engineering grade). Roll-up type signs may be used if they meet MUTCD Standards. Contractor must equip all signs with flags.
- c. If for any reason that any equipment should be in the traveling lane, a shadow vehicle with crash attenuator shall be used.
- d. Operations may be restricted when, in the opinion of the City Project Manager or their designee, the continuance of the work would seriously hinder traffic or is unsafe.
- e. Move equipment or materials on or across the traveled way in a safe manner which will not unduly interfere with traffic. There shall be no reduction in the total number of available traveling lanes. Contractor must schedule and arrange the work to ensure the least inconvenience and the utmost safety to both motorist and pedestrian traffic.

V. Contractor Personnel

- a. General Conduct
 - i. The Contractor shall not commit or permit any reckless or dangerous conduct on City property at any time. This includes, but is not limited to, violent, abusive, indecent, profane, boisterous, unreasonably loud, or otherwise disorderly conduct under circumstances in which such conduct tends to cause or provoke a disturbance.
- b. Attire and Manner
 - i. Contractor employees shall maintain a neat appearance, exercise good public relations skills, respond to customer complaints and questions, have excellent telephone manners, speak positively about the entity and its operations, and conduct themselves in a high standard that is acceptable to the City. Contractor employees engaged in the course of work shall be dressed appropriately and be clean in appearance, readily identifiable to all City employees and the public. No shirts with obscene pictures or writings will be allowed. Swimsuits, tank tops, shorts and sandals are also prohibited.
- c. Staffing Requirement
 - i. Contractor shall comply with all applicable federal, state and local laws and regulations regarding employment, compensation, and payment of personnel. Such compliance shall include, without limitation, maintenance of unemployment insurance, worker's compensation and other taxes, health examinations, permits and licenses in amounts and type enumerated by law. Contractor shall act as an Independent Contractor, and not an agent of the City in all aspects of any management and operational duties.
 - ii. Contractor shall employ a sufficient number of personnel so that all levels of service are not adversely affected. Contractor warrants that all persons assigned to perform Services under this Contract are lawful employees of Contractor. Contractor is solely responsible for training and supervising all employees with regards to safe work habits and proper use of all equipment. All safety incidents will be reported immediately to the City. All persons assigned to perform Services under this Contract shall be qualified and legally authorized to perform such Services. Personnel assigned by Contractor shall have all professional licenses required to perform the Services.
- d. Assigned Staff
 - i. Supervisor (s)
 - 1. Have a competent and experienced Supervisor/Foreman on duty at all times when work is being performed. The Supervisor/Foreman must be able to speak and write proficiently in English.
 - 2. The Contractor must provide the name, contact information, and sector assignment for each Supervisor/Foreman(s).
 - 3. This Supervisor/Foreman should be in a separate support vehicle such as a pickup or service truck, whose duties are strictly supervisory and is not a part of a mowing complete or additional litter removal crew.
 - 4. The Supervisor/Foreman shall have a functional smart phone with voice messaging, texting, and email capability, on his or her person

- during duty hours. Wireless service shall be functional throughout.
 - 5. The Supervisor/Foreman shall return all City phones or emails within twenty-four (24) hours.
 - 6. If a Contractor is awarded more than one sector, the Contractor must supply a Supervisor/Foreman for each additional sector.
 - ii. Mowing Service Laborers
 - 1. Employees must be competent, experienced, and skilled in all aspects of mowing and/or trimming work. Ensure that all employees are qualified to safely operate all equipment that they are assigned to operate under this contract.
 - 2. All employees operating equipment under this contract must have current, valid licenses and/or certifications as required by state or federal law to operate all equipment that they are assigned to operate under this contract.
 - 3. All personnel must have lawful status to work in the United States.
 - 4. The Crew shall be able to communicate with the Supervisor/Foreman at all times while performing work.
- e. Equipment Requirements
 - a. All equipment contemplated for use shall be subject to inspection and acceptance for mechanical worthiness and appropriateness for the work intended by the City Project Manager or their designee.
 - b. City decisions relevant to mechanical worthiness and appropriateness shall be final.
 - c. Acceptable guards are to be on all open portions of mowers and trimming equipment to prevent objects from being thrown from under the mower while in operation.
 - d. All vehicles intended for use shall have appropriate traffic control safety devices
 - e. Assign appropriate equipment quantities and types to meet stated mowing schedules
 - f. Contractor must properly maintain mower blades so that they are sharp, straight and evenly weighted. Any mower with a blade deemed unacceptable by the City Project Manager or their designee will not be allowed to operate until such blade is replaced or the deficiencies are corrected.

VII. Quality Acceptance

- a. Any areas that are not mowed due to insufficient overlap of the mowers or depression of the vegetation by the mowing equipment will not be accepted and must be mowed again.
- b. Mowing Height to be followed:

Grass Type	Minimum Cut Height	Max Cut Height
Bahia	2"	3"

- c. Contractor shall report Performance deficiencies to the City within twenty (24) hours of identification.

- d. Correct Mowing Service Quality Acceptance deficiencies no later than twenty-four (24) hours following receipt of a City supplied Contract Breach Notice.
- e. Scalping and rutting of the turf constitutes a performance deficiency and must be repaired at no cost to the City before the next mowing cycle.
- f. If the Contractor's work does not meet the completion target per the contract requirements, the Contractor shall promptly take such action as is necessary to remedy the delay, and shall submit promptly to the Department for approval a supplementary schedule or corrective action plan demonstrating the manner in which the delay will be remedied. Any increase in cost incurred in remedying a delay which is not excusable under the contract shall be borne by the Contractor.
- g. Damages: Damage to trees, plants, any components of the irrigation system, buildings, structures, parked vehicles or other property of the City or the public which occurs during the performance of contracted services, shall be reported immediately by the Contractor's Staff to the City Project Manager, or their designee. A written incident report must be completed and submitted by the Contractor within twenty-four (24) hours of the event. The City Project Manager or their designee will supply report forms, as required, for Contractors to report any damages. Damages during times that City Offices are closed shall be reported to the Police Department Duty Officer with a request to call the City Project Manager or their designee, as necessary.
 - If applicable, the City Project Manager or their designee, shall determine the cost of necessary repairs or replacement and advise the Contractor in writing. Where damages are involved, the City Project Manager and the Contractor shall mutually agree on an acceptable cost. The Contractor shall be afforded the opportunity to have repairs made or provide replacement as approved by the City or shall punctually issue reimbursement within a time frame approved by the City. All such matters shall be put forth in writing and signed by both parties.

SECTION IV TIME OF PERFORMANCE

The Contract period will start on _____, 2021 and will extend for three (3) year ending on _____, 20XX. 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 end of the initial term date, the Contractor agrees to provide work at no additional cost as authorized by the Project Manager, or their designee, until all work specified in the bid specifications has been rendered.

Written requests shall be submitted to the City 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(s) is for three (3) years from the execution date of the contract(s). PSL shall have two (2), two (2) year option(s) to renew, which options shall be exercisable at the sole discretion of PSL. Renewal will be accomplished through the issuance of Notice of Award Amendment. In the event that the contract, 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, PSL 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 PSL'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 contract states otherwise, the resulting award of the contract(s) does not guarantee volume or a commitment of funds.

NOTE: For issuance of either of the renewals set forth herein, Contractor shall submit a request in writing no more than 120 days nor less than 90 days prior to termination of the initial contract period (for the first renewal) or the renewed contract period(s).

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.

Invoices for services shall be submitted once a month, by the tenth (10th) day of each month, and payments shall be made in thirty (30) days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made in thirty (30) calendar 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, and is approved by the Project Manager as required under Section XVI 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 and/or Visa Authorization number, details of items with prices that correspond to the Contract, a unique invoice number and partial and final release of liens.

All invoices are to be sent to: APNOTIFICATIONS@CITYOFPSL.COM.

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

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

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

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.

SECTION VIII **CONFORMANCE WITH PROPOSAL**

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

SECTION IX **INDEMNIFICATION/HOLD HARMLESS**

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

violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Contractor on the work. This indemnification shall survive the termination of this Contract.

SECTION X
SOVEREIGN IMMUNITY

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

SECTION XI
INSURANCE

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

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

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

1. Workers' Compensation Insurance & Employer's Liability: The Consultant shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis.
2. Commercial General Liability Insurance: The Contractor shall agree to maintain Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000

General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

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

Except as to Workers' Compensation and Employers' Liability, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability, Business Auto Liability, and Pollution Liability policies. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents, and shall include Contract# 20210042 Mowing of Major Thoroughfares and Sidewalk Edging shall listed as additional insured.**" Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

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

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

It shall be the responsibility of the Contractor to ensure that all contractors, independent contractors and/or subcontractors comply with the same insurance requirements referenced herein, including Products & Completed Operations coverage for a minimum of five (5) years from the date of possession by the City or completion of contract. It will be the responsibility of the contractor to obtain Certificates of Insurance from all contractors, independent contractors, and sub-contractors, listing the City as an Additional Insured without the language when required by written contract.

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

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

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

SECTION XII ACTS OF GOD

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

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

SECTION XIII
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

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

SECTION XIV
COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Contractor will comply with all requirements of [28 C.F.R. § 35.151](#). Contractors and Sub-Contractor, shall comply with [§ 119.0701, Fla. Stat.](#) The Contractor and Sub-Contractor, are to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from [Art. I, § 24\(a\), Fla. Const.](#) and § 119.07(1)(a), Fla. Stat. (2013). Pursuant to [§ 119.10\(2\)\(a\), Fla. Stat.](#), any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in [§ 775.082](#) and [§ 775.083 Fla. Stat.](#)

RECORDS

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

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

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

1. The timeframes and classifications for records retention requirements must be in accordance with the [General Records Schedule GS1-SL for State and Local Government Agencies](#).
2. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City.
3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this contract.
5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

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

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

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

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

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

**SECTION XV
CLEANING UP**

The Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. On completion of the work, the Contractor shall remove all Contractor's equipment and all excess materials, and put the work area in a neat, clean and sanitary condition.

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

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

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

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

[Section 287.135, Florida Statutes](#), prohibits agencies from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran petroleum Energy Sector List, or do any business with Cuba or Syria. Both lists are created pursuant to [Section 215.473, Florida Statutes](#) <https://www.sbafla.com/fsb/Portals/FSB/Content/GlobalGovernanceMandates/QuarterlyReports/GlobalGovernanceMandatesandFlorida%20Statutes20190129.pdf?ver=2019-01-29-130006-790>.

SECTION XVIII CONTRACT ADMINISTRATION

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

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

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

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

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

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

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

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

Permits, Licenses, and Certifications. The Contractor shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation. The Liquor license shall be co-held by the City and Contractor. The Contractor must obtain and pay for all fees associated with the liquor license; furthermore, the City must be listed as the co-holder on the required license. The Contractor shall be required to complete a **W-9 Taxpayer Identification Form**, provided with the City's contract, and return it with the signed contract and insurance documents.

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

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

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

SECTION XIX **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.

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.

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

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

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

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

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

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.

SECTION XX **ASSIGNMENT**

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

SECTION XXI **TERMINATION, DELAYS AND LIQUIDATED DAMAGES**

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

- I. The Contractor fails to deliver or has delivered nonconforming services or fails to perform, to the City's satisfaction, any material requirement of the Contract or is in violation of a

- material provision of the contract, including, but without limitation, the express warranties made by the Contractor;
- II. The Contractor fails to make substantial and timely progress toward performance of the contract;
 - III. In the event the Contractor is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the contract effective as of the date on which the license or certification is no longer in effect;
 - IV. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the City reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
 - V. The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the contract;
 - VI. The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion;
 - VII. The Contractor furnished any statement, representation or certification in connection with the contract, which is materially false, deceptive, incorrect or incomplete.

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

- I. Immediately terminate the contract without additional written notice(s); and/or
- II. Enforce the terms and conditions of the contract and seek any legal or reasonable remedies; and/or
- III. 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 two hundred (\$200.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed; and/or
- IV. Procure substitute services from another source and charge the difference between the contract and the substitute contract to the defaulting Contractor

Termination for Convenience. The City, in its sole discretion, may terminate this contract at any time without cause, by providing at least sixty (60) days' prior written notice to Contractor. Any such termination shall be accomplished by delivery in writing of a notice to 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 government 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.

SECTION XXII
LAW, VENUE AND WAIVER OF JURY TRIAL

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

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

SECTION XXIII
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 XXIV
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 XXV
PUBLIC RECORDS / TRADE SECRETS / COPYRIGHT

The Proposer's response to the City's proposal request is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, [Florida Statutes Chapter 119.07](#) ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this City's proposal request and the Contract to be executed as subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the Solicitation purporting to require confidentiality of any portion of the Proposer's response to the Solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the Solicitation constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss

or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED.

SECTION XXVI
PROHIBITION AGAINST CONTINGENT FEES

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

SECTION XXVII
ATTORNEY'S FEES

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

SECTION XXVIII
CODE OF ETHICS

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

SECTION XXIX
POLICY OF NON-DISCRIMINATION

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

SECTION XXX
SEVERABILITY

The Parties to this Contract expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of

this Contract is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Contract) and the remainder of this Contract, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Contract to be inequitable under the circumstances.

SECTION XXXI
ENTIRE AGREEMENT

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

(Balance of page left intentionally blank)

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

CITY OF PORT ST. LUCIE FLORIDA

CONTRACTOR

By: _____
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

NOTARY SEAL/STAMP

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

CONTRACTOR'S GENERAL INFORMATION WORK SHEET
eBID #20210042

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

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

Dated at _____, this _____ day of _____, 2021
(Location)

Name of Organization/Contractor: _____

By: _____
Name and Title

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

Name: _____
Address: _____

Telephone Number: _____
Fax Number: _____

3. Contact person: _____ Email: _____
4. Firm's previous names (if any). _____
5. How many years has your organization been in business? _____
6. Total number of staff at this location: _____ Total number of staff on the Treasure Coast: _____
7. Is the Firm a minority business: YES / NO
If no, is your company planning to implement such a program? _____
8. Is the firm claiming Local Preference under City Ordinance 35.12? YES / NO

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

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

Addendum Number	Date Issued	Addendum Number	Date Issued

11. **BID RESPONSE:**

11.1 Bidder will / will not accept the Purchasing Card (Visa).

11.2 Percentage of discount when payment is made with Visa: _____%
*Please Note: The City has implemented a **Purchasing Card Program**. The Bidder can take advantage of this project and in consideration receive payment within several days instead of the City’s payment policy. Any percentage off the bid price for the acceptance of Visa will be consideration in the bid award. If no such percentage is given, the City shall assume zero (0) percent discount applies.*

11.3 Bid Reply Total from Cost Worksheet – Schedule “A”: \$ _____
(This figure must match the Cost Worksheet and the figure that is to be used on the DemandStar web page. Discrepancies between the Cost Worksheet spreadsheet uploaded on DemandStar, the dollar amount listed on the web page at the time of submittal and the Cost Work Sheet #20210042 uploaded on DemandStar will be resolved in favor of the Cost Worksheet – Schedule “A” that is uploaded at time of submittal.)

Reference Use Only – Use E-Bid Reply – Schedule “A” Spreadsheet to reply to this Bid

Line Item No.	Type of Service	Unit of Measure	Estimated #	Annual Occurrence
1	Major Thoroughfares	Acreage	588	10
2	Sidewalk Edging/LF	Linear Feet	561,236	5
Optional Item:				
3	Herbicide Treatment	Acreage	1	10

Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item shall be offered shall be shown, and such price shall include packing and shipping unless

otherwise specified. A total shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will supersede. The total amount shall be entered on line 11.3 above and entered on the DemandStar web page. The City reserves the right to split the award, if in the City's opinion such a split is in the best interest of the City.

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

12. List five (5) projects similar to this project completed by your firm in the last 5 years along with a brief description of project, location of project, client name, client phone number, email, value of contract, your firm's percentage of the total contract value, as well as the number of change orders and the total change order value. **DO NOT USE the City of Port St Lucie as a reference.**

Project Number 1

Project Name:

Description:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Date of Completion:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 2

Project Name:

Description:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Date of Completion:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 3

Project Name:

Description:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Date of Completion:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 4

Project Name:

Description:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Date of Completion:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 5

Project Name:

Description:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Date of Completion:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

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

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

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

16. Has the Contractor or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years or been declared to be in default in any contract or been assessed liquidated

damages in the last five (5) years? List the name of project, location, client, engineer, date and reason. Use additional pages if needed.

Total Number of Projects where Failure to Complete Work Occurred: _____

Project Number 1

Project Name: _____

Project Location: _____

Client Name and Phone Number: _____

Engineer Name and Phone Number: _____

Date: _____

Reason: _____

Insert additional projects if needed.

17. 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:

18. 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)

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

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

20. 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)

21. Provide a Project Management Plan.

22. Provide an Equipment List.

23. Provide a Project Schedule.

Signature

Title

NOTICE TO ALL PROPOSERS:

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

All questions regarding this Solicitation are to be submitted in writing to Shelby Dolan, Procurement Agent I with the Procurement Management Department via e-mail sdolan@cityofpsl.com, or by phone 772-873-6338. Please reference the Solicitation number on all correspondence to the City. All questions, comments and requests for clarification must reference the Solicitation number on all correspondence to the City. Any oral communications shall be considered unofficial and non-binding.

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

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

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

Typed Name: _____

Signed: _____

Company and Job Title: _____

Date: _____



"A City for All Ages"

eBID #20210042- Mowing of Major Thoroughfares 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.

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

20210042

Mowing of Major Thoroughfares

State of _____ }

County of _____ }

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

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

has submitted the attached PROPOSAL;

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

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

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

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

(Signed) _____

(Title) _____

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

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

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

Commission No. _____

Notary Print: _____

Notary Signature: _____

DRUG-FREE WORKPLACE FORM
E-Bid # 20210042
Mowing of Major Throughfares

The undersigned Contractor 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.

Bidder's Signature

Date:



"A City for All Ages"

Solicitation Addendum Form

Solicitation Number: 20210042	Solicitation Title: Mowing of Major Thoroughfares & Sidewalk Edging
Issuing Officer: Shelby Dolan	Solicitation Initially Posted to Internet: See DemandStar
eMail Address: sdolan@cityofpsl.com	Telephone: 772-873-6338
Addendum Number: 1	Date: July 6, 2021

Please see the below questions and answers. The answers to each question are in red.

1. It is my understanding the existing contract for this work is for 488 acres of mowing. The subject bid documents state the estimated # of acres as 588 acres. Please identify the areas/streets that are now included to increase the # of acres to be mowed for this contract.

Should be 488.

Please see revised Sidewalk Edging attachment which includes a revised total. (Attachment A-Revised)

Here is the link for the City's GIS Landscape Maintenance Map:

<https://pslgis.maps.arcgis.com/apps/webappviewer/index.html?id=0a5f2bfab1d04ce0a0dc1712a324b9f3>

Note: In the event of a conflict between previously released information and the information contained herein, the latter shall control.

Please let us know of any questions.

Cordially,

Shelby Dolan

<u>SIDEWALK LOCATION</u>	<u>TOTAL LINEAR FT</u> <u>BOTH SIDES</u>	
BAYSHORE BLVD	22,220	
BAYSHORE/OAKRIDGE DR.	16,000	
BELMONT DR	1,496	
BRIDGEPORT DR	3,718	
CALIFORNIA BLVD	54,966	
CAMEO BLVD.	18,000	
CASHMERE BLVD.	47,701	
CHARTWELL ST	1,075	
COMMERCE CENTER PKWY	23,000	
DARWIN BLVD	25,853	
DEL RIO BLVD.	38,473	
DELWOOD DR.	598	
FLORESTA DR	11,879	
GREEN RIVER PKWY	28,086	
HILLMOOR DR.	6,120	
JANNEBO ST.	1,928	
LENNARD RD	6,701	
MANVILLE DR	5,841	
NORTH MACEDO	11,004	added
MARION AVE	5,280	
MARIPOSA AVE	6,424	
MELALEUCA BLVD	17,900	
MORNINGSIDE BLVD.	5,530	
PAAR DRIVE	31,680	added
PEACHTREE BLVD	5,818	
PEACOCK BLVD	22,878	
PINE TRACE AVE.	7,400	
PSL BLVD	300	
ROSSER BLVD.	9,500	
ROSSER RD	3,338	
SAVONA BLVD	46,987	
SELVITZ Rd.	9,529	
SOUTHBEND BLVD	23,652	
THORNHILL DR	16,298	

TIFFANY AVE.	20,166	
TOPAZ WAY	660	
TORINO PKWY.	42,394	Revised
TULIP BLVD.	32,566	
UNIVERSITY BLVD	1,703	
VILLAGE GREEN DR	1,600	
TOTAL	636,262	

<u>SIDEWALK LOCATION</u>	<u>FROM/TO</u>	<u>BOTH SIDES</u>	<u>LINEAR FT</u>
BAYSHORE BLVD	Prima Vista to north of Salem Ter.	BOTH SIDES	22,220
BAYSHORE/OAKRIDGE DR.	Southbend Blvd. to Glenwood Dr.		16,000
BELMONT DR	TULIP BLVD TO BRIDGEPORT DR	BOTH SIDES	684
BELMONT DR	DARWIN BLVD TO BRIDGEPORT DR	ONE SIDE	812
		TOTAL	1496
BRIDGEPORT DR	BELMONT DR TO LANDALE BLVD	ONE SIDE	1312
BRIDGEPORT DR	BELMONT CIR TO LANDALE BLVD	BOTH SIDES	2406
		TOTAL	3718
CALIFORNIA BLVD	RIVERSIDE DRIVEWAY TO HEATHERWOOD	ONE SIDE	3680
CALIFORNIA BLVD	RIVERSIDE DRIVEWAY TO HEATHERWOOD VACANT LOTS SIDE	ONE SIDE	2884
CALIFORNIA BLVD	HEATHERWOOD TO THE VINEYARD HOMES	BOTH SIDES	2988
CALIFORNIA BLVD	NO. OF CHURCH TO WALMART DELIVERY ROAD	BOTH SIDES	3504
CALIFORNIA BLVD	NO. OF CARWASH ON EAST SIDE TO COUNTRY CLUB DR.	BOTH SIDES	2718
CALIFORNIA BLVD	UNIVERSITY BLVD TO SOUTH PROPERTY OF THE SCHOOL	ONE SIDE	2112
CALIFORNIA BLVD	SO. END OF PROPERTY OF SCHOOL TO NO. END OF PROPERTY	ONE SIDE	386
CALIFORNIA BLVD	NO. END OF SCHOOL TO PEACOCK BLVD CIRCLE	ONE SIDE	9752
CALIFORNIA BLVD	NO. SIDE OF MOTOR COACH OUTDOOR RESORT UP TO THE CIRCLE AT CALIF/PEACOCK	ONE SIDE	900
CALIFORNIA BLVD	CAMEO BLVD TO DEL RIO BLVD	ONE SIDE	1796
CALIFORNIA BLVD	CAMEO BLVD TO DEL RIO BLVD VACANT LOTS	ONE SIDE	986
CALIFORNIA BLVD	DEL RIO BLVD TO SAVONA BLVD	ONE SIDE	3797
CALIFORNIA BLVD	SAVONA BLVD TO THE 2ND DEL RIO BLVD	ONE SIDE	6672
CALIFORNIA BLVD	SAVONA TO THE 2ND DEL RIO ON THE VACANT LOTS	ONE SIDE	1311
CALIFORNIA BLVD	FROM THE 2ND DEL RIO TO CROSSTOWN	ONE SIDE	1626
CALIFORNIA BLVD	CROSSTOWN TO BOOTH AVE	ONE SIDE	829
CALIFORNIA BLVD	CROSSTOWN TO BOOTH AVE - VACANT LOTS	ONE SIDE	246
CALIFORNIA BLVD	FROM THE 2ND DEL RIO BLVD TO SAVONA BLVD	ONE SIDE	4659
CALIFORNIA BLVD	SUNGLOW ST TO FRANKLIN ST	ONE SIDE	518
CALIFORNIA BLVD	SUNGLOW TO FRANKLIN ST - VACANT LOTS	ONE SIDE	282
CALIFORNIA BLVD	Savona to Sunglow (south side) & St. Bernadette's Church to University (west side)	BOTH SIDES	3,320
		TOTAL	54966
CAMEO BLVD.	PSL Blvd. to Crosstown Parkway		18,000
CASHMERE BLVD	CASHMERE BLVD TO HEATHERWOOD	ONE SIDE	2031
CASHMERE BLVD	NO. DRIVEWAY OF CENTENNIAL H.S. TO END OF CONST. SITE	ONE SIDE	1704
CASHMERE BLVD	NO. SIDE OF CONST. SITE TO SO. SIDE OF THE GRACE CHURCH	BOTH SIDES	596
CASHMERE BLVD	SOUTH END OF GRACE CHURCH TO NO. END OF CHURCH	ONE SIDE	766
CASHMERE BLVD	NO. PROPERTY OF GRACE CHURCH TO HOME DEPOT	ONE SIDE	3211
CASHMERE BLVD	(WESTSIDE) NO. END OF LAKE FOREST TO ALBERTSON'S	BOTH SIDES	1976
CASHMERE BLVD	LAKE FOREST DRIVEWAY TO END OF PROPERTY	ONE SIDE	346
CASHMERE BLVD	501 CASHMERE BLVD - THE PALMS TO THE SO. END	NORTH SIDE	378
CASHMERE BLVD	SO. SIDE OF THE PALMS TO THE WALL OF MAGNOLIA	SOUTH SIDE	996
CASHMERE BLVD	START OF MAGNOLIA TO DRIVES OF WAY	ONE SIDE	3679

CASHMERE BLVD	MAGNOLI ALAKES TO END OF WALL	ONE SIDE	1584
CASHMERE BLVD	MAGNOLIA TO THE CIRCLE	ONE SIDE	5260
CASHMERE BLVD	FROM WESTGATE SCHOOL TO ZENITH EAST SIDE	BOTH SIDES	3716
CASHMERE BLVD	CASHMERE AND DEL RIO	ONE SIDE	72
CASHMERE BLVD	Del Rio to the High School (east Side)	BOTH SIDES	7,328
CASHMERE BLVD.	ZENITH TO TORINO PKWY. - EAST SIDE	BOTH SIDES	1254
CASHMERE BLVD.	ZENITH TO TORINO PKWY. WEST SIDE	BOTH SIDES	2244
CASHMERE BLVD.			10,560
		TOTAL	47701
CHARTWELL ST	3300 SW Chartwell Street and terminating at the church driveway on Tunis Avenue	ONE SIDE	1,075
COMMERCE CENTER PKWY			23,000
DARWIN BLVD	SOUTH SIDE FROM PSL BLVD TO MCDONALDS DRIVEWAY	ONE SIDE	225
DARWIN BLVD	NO. SIDE FROM PSL BLVD TO 7-11 STORE DRIVEWAY	ONE SIDE	225
DARWIN BLVD	SO. SIDE FROM MCDONALDS DRIVEWAY TO SHOPPING PLAZA	ONE SIDE	748
DARWIN BLVD	SO. SIDE FROM THE SHOPPING PLAZA TO TULIP BLVD	ONE SIDE	4475
DARWIN BLVD	NO. SIDE FROM TULIP BLVD TO THE EAST SIDE OF THE TOWN HOMES	BOTH SIDES	3524
DARWIN BLVD	NO. SIDE FROM EAST SIDE OF TOWN HOMES TO BELMONT CIR	ONE SIDE	963
DARWIN BLVD	NO. SIDE FROM BELMONT CIR TO THE EAST SIDE OF THE TOWN HOMES	BOTH SIDES	824
DARWIN BLVD	NO. SIDE FROM THE EAST SIDE OF THE TOWN HOMES TO THE WEST SIDE OF THE TOWN HOME	ONE SIDE	1059
DARWIN BLVD	NO. SIDE FROM THE WEST SIDE OF THE TOWN HOMES TO THE EAST SIDE OF THE CARWASH	BOTH SIDES	802
DARWIN BLVD	NI, SIDE IN FRONT OF THE CARWASH FROM THE EAST SIDE TO THE CORNER	ONE SIDE	208
DARWIN BLVD	Paar Dr to Becker Rd (east side)	BOTH SIDES	12,800
		TOTAL	25853
DEL RIO BLVD	SW CLEARY TERR TO THE CHURCH DRIVEWAY	ONE SIDE	273
DEL RIO BLVD.	California Blvd. to MacKenzie St.		9,000
DEL RIO BLVD.	PSL Blvd. to California Blvd.		29,200
		TOTAL	38,473
DELWOOD DR.	JAMMEBO ST TO NW IREDELL ST	BOTH SIDES	598
FLORESTA DR	NEWSPAPER STANDS TO THORNHILL DRIVE	ONE SIDE	548
FLORESTA DR	EAST SIDE NEWS STANDS TO THORNHILL - VACANT LOTS	ONE SIDE	219
FLORESTA DR	THORNHILL TO SE LANSDOWNE AVE - EAST SIDE	ONE SIDE	843
FLORESTA DR	LANSDOWNE AVE TO DAMASK AVE - EAST SIDE	ONE SIDE	317
FLORESTA DR	DAMASK TO BYWOOD AVE - EAST SIDE	ONE SIDE	902
FLORESTA DR	BYWOOD AVE TO WALTERS TERR - EAST SIDE	BOTH SIDES	360
FLORESTA DR	WEST SIDE OF ROAD FROM WALTERS TERR TO CANAL	BOTH SIDES	210
FLORESTA DR	WEST SIDE OF ROAD FROM CANAL TO DAMASK AVE	ONE SIDE	1072
FLORESTA DR	SO. SIDE BAYSHORE BLVD TO AIROSO BLVD	ONE SIDE	6165
FLORESTA DR	BAYSHORE BLVD TO AIROSO - VACANT LOTS	ONE SIDE	1243
		TOTAL	11879
GREEN RIVER PKWY	WALTON RD TO BRIDGE - EAST SIDE	BOTH SIDES	28086

HILLMOOR	??????	?????	1,400
HILLMOOR DR. HILLMOOR DR.	Hospital to Woodstork Trail Lennard Rd. to Playground		3,720 1,000
JANNEBO ST.	DELWOOD DR. TO GAMMA ST.	BOTH SIDES	1928
LENNARD RD LENNARD RD LENNARD RD	SCHOOL TO WALTON RD - EAST SIDE SCHOOL TO WALTON RD - VACANT LOTS EAST SIDE WEST SIDE WALTON RD TO W DUNBROOKE CIRCLE	ONE SIDE ONE SIDE BOTH SIDES	2110 1661 2930
		TOTAL	6701
MANVILLE DR MANVILLE DR	ST. JAMES DR TO SELVITZ RD ST. JAMES DR TO SELVITZ RD - VACANT LOTS	ONE SIDE ONE SIDE	4270 1571
		TOTAL	5841
MARION AVE	Bayshore Boulevard east to Curtis Street	ONE SIDE	5,280
MARIPOSA AVE	CANAL NEAR PEAR LAN TO CALAIS ST	ONE SIDE	1144
MARIPOSA AVE	Lennard Rd to Burton St	BOTH SIDES	5,280
MELALEUCA BLVD	Lennard Rd to Green River Pkwy	BOTH SIDES	17,900
MORNINGSIDE BLVD.	Treasure Island to Cambridge Dr.		5,530
PEACHTREE BLVD	NO. SIDE ST. JAMES DR. TO SELVITZ RD	BOTH SIDES	5138
PEACHTREE BLVD	SO. SIDE FROM THE DEVELOPMENT TO SELVITZ RD	BOTH SIDES	680
PEACOCK BLVD	CASHMERE CIRCLE TO THE END OF WALL	BOTH SIDES	3744
PEACOCK BLVD	START OF VACANT LOT TO END OF VACANT	BOTH SIDES	1582
PEACOCK BLVD	CASCADES WALL TO CALIFORNIA BLVD CIRCLE	ONE SIDE	2674
PEACOCK BLVD	CALIFORNIA CIRCLE TO OUTDOOR RESORT MOTOR COACH	ONE SIDE	1626
PEACOCK BLVD	OUTDOOR RESORT DRIVEWAY TO END OF SIDEWALK	ONE SIDE	562
PEACOCK BLVD	CALIFORNIA BLVD CIRCLE TO THE METS MAINT. COMPLEX FENCE	BOTH SIDES	6326
PEACOCK BLVD	METS MAINT. COMPLEX NORTH SIDE TO SOUTH SIDES	ONE SIDE	673
PEACOCK BLVD	SO. END END OF METS MAINT. COMPLEX TO NO. END OF THE VACANT TO THE SOUTH END OF	BOTH SIDES	1346
PEACOCK BLVD	NO. END OF THE VACANT TO THE SOUTH END OF VACANT	ONE SIDE	1113
PEACOCK BLVD	METS DIGITAL DOMAIN DRIVEWAY TO UNIVERSITY BLVD EAST SIDE	ONE SIDE	1226
PEACOCK BLVD	ELKS LODGE TO UNIVERSITY BLVD WEST SIDE	ONE SIDE	1136
PEACOCK BLVD	ELKS LODGE TO STADIUM DR. NORTH SIDE OF PROPERTY	ONE SIDE	870
		TOTAL	22878
PINE TRACE AVE.			7,400
PSL BLVD	SO OF BECJER RD IN THE EAST SUDE FRIN ABRAHAN AVE TO BRIDGE	BOTH SIDES	300
ROSSER BLVD.			9,500

ROSSER RD	WEST SUDE FROM CRAWF ORD AVE TO FIRST MEDIAN ON THE SO. END	BOTH SIDES	3338
SAVONA BLVD	C-24 BRIDGE TO CALIFORNIA BLVD	ONE SIDE	2306
SAVONA BLVD	C-24 BRIDGE TO CALIFORNIA BLVD VACANT LOTS	ONE SIDE	601
SAVONA BLVD	Bougainvillea Ave North to the C-24 Canal	BOTH SIDES	5,280
SAVONA BLVD	Gatlin Blvd to Paar Dr (west side) & Paar Dr to Becker (east side)	BOTH SIDES	38,800
		TOTAL	46987
SELVITZ RD	MACEDO BLVD TO MANVILLE DR	ONE SIDE	2763
SELVITZ RD	MACEDO BLVD TO MANVILLE DR - VACANT LOTS	ONE SIDE	1486
SELVITZ Rd.	Bayshore Blvd. to North Macedo Blvd.		5,280
SOUTHBEND BLVD	EAGLE DR TO WEST SNOW RD	BOTH SIDES	23652
SOUTHBEND BLVD	WEST SNOW RD TO BECKER RD	BOTH SIDES w/CURB	23652
THORNHILL DR	SO. SIDE FROM WHITMORE DR TO FLORESTA DR	ONE SIDE	5054
THORNHILL DR	WHITMORE DR TO FLORESTA DR - VACANT LOTS	ONE SIDE	1444
THORNHILL DRIVE	Airoso Blvd. to Bayshore Blvd.		9,800
TIFFANY AVE	US 1 TO LENNARD RD - SOUTH SIDE	ONE SIDE	4643
TIFFANY AVE	US 1 TO LENNARD RD - VACANT LOTS	ONE SIDE	1021
TIFFANY AVE	NO. SIDE FROM VILLAGE GREEN TO LENNARD RD - VACANT LOTS	ONE SIDE	3350
TIFFANY AVE	VILLAGE GREEN TO LENNARD - VACANT LOTS	ONE SIDE	1562
TIFFANY AVE.			6,530
TIFFANY Ave.	School Site to Grand Dr.		3,060
		TOTAL	20166
TOPAZ WAY	NORTH SIDE FROM TORINO PKWY	BOTH SIDES	660
TORINO PKWY	NO. SIDE CASHMERE BLVD TO CONUS ST (NORTH SIDE)	BOTH SIDES	1772
TORINO PKWY	WEST SIDE FROM TOPAZ WAY TO THE NORTH SIDE OF THE CHURCH	ONE SIDE	603
TORINO PKWY	WEST SIDE FROM TOPAZ WAY TO NORTH SIDE OF THE CHURCH	ONE SIDE	967
TORINO PKWY.	EASTSIDE FROM CASHMERE TO PEACOCK RUN TOWN HOUSES	ONE SIDE	1950
EAST TORINO PKWY	Peacock Apts to over the C-106 canal (east side)	BOTH SIDES	4,760
		TOTAL	10052
TULIP BLVD	SO. SIDE FROM PSL BLVD TO THE FIRST HOUSE 862 TULIP BLVD	BOTH SIDES	768
TULIP BLVD	FROM 862 TULIP BLVD THE FIRST HOME TO DARWIN BLVD	ONE SIDE	3592
TULIP BLVD	DARWIN BLVD TO PSL BLVD	BOTH SIDES	3448
TULIP BLVD	DARWIN BLVD TO BELMONT CIRCLE	BOTH SIDES	2576
TULIP BLVD	BELMONT CIRCLE TO CHERRYHILL RD	BOTH SIDES	5286
TULIP BLVD.	Cherryhill Rd. to PSL Blvd.		16,896
		TOTAL	32566

UNIVERSITY BLVD

PEACOCK BLVD TO CALIFORNIA BLVD NEAR STORAGE UNITS

SOUTH SIDE ONE SIDE

1703

VILLAGE GREEN DR

Spanish Lakes Golf Village driveway to Walton Road.

ONE SIDE

1,600



"A City for All Ages"

Solicitation Addendum Form

Solicitation Number: 20210042	Solicitation Title: Mowing of Major Thoroughfares & Sidewalk Edging
Issuing Officer: Shelby Dolan	Solicitation Initially Posted to Internet: See DemandStar
eMail Address: sdolan@cityofpsl.com	Telephone: 772-873-6338
Addendum Number: 2	Date: July 7, 2021

Please see revised Attachment B- Schedule A Excel Bid Reply which reflects revised total identified in Addendum #2. (Attachment B-Revised)

Note: In the event of a conflict between previously released information and the information contained herein, the latter shall control.

Please let us know of any questions.

Cordially,

Shelby Dolan

Mowing of Major Throughfares Sidewalk Edging

Schedule A- Excel Bid Reply

Company Name:						
Line Item	Type of Service	Estimated # of Acres	Annual Occurrence	Unit Price Per Acre	Total Amount Per Occurrence	Total Amount Per Year
1	Major Thoroughfares	488	10		\$0.00	\$0.00
	Edging	Estimated # of Linear Feet	Annual Occurrence	Unit Price Per LF	Total Amount Per Occurrence	Total Amount Per Year
2	Sidewalk Edging/LF	636,262	5		\$0.00	\$0.00
TOTAL BID AMOUNT						\$0.00
OPTIONAL ITEM:						
	Herbicide	Estimated # of Acres	Annual Occurrence	Unit Price Per Occurrence	Total Amount Per Occurrence	Total Amount Per Year
3	Herbicide Treatment	1	10		\$0.00	\$0.00
TOTAL OPTIONAL BID AMOUNT						\$0.00

NOTICE
E-Bid #20210042
Mowing of Major Thoroughfares & Sidewalk Edging

July 12, 2021

All original Bid Bonds must be received, and time stamped in the Procurement Management Department no later than **Wednesday, July 14, 2021 at 5:00pm** or your bid **may** be deemed non-responsive. All Bid Bonds are Mandatory even if you may not be the apparent low Bidder.

Bid results will be posted when as advertised in the bid documents. This process may take up to 30 calendar days.

There will be no exceptions made.

REMINDER:

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.