

SEALED ELECTRONIC BID (E-BID) DOCUMENTS FOR



CITY OF PORT ST. LUCIE

NON-PROFIT & FOR-PROFIT CONTRACTORS TO CONSTRUCT AFFORDABLE HOUSING AT 2619 SW HALISSEE STREET

Invitation To Bid # 20190106

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INVITATION TO BID

Sealed Electronic Bid (E-Bid) #20190106 for Non-Profit & For-Profit Contractors to Construct Affordable Housing at 2619 SW Halissee Street will be received by the City of Port St. Lucie, in the Procurement Management Department, 3rd Floor, Suite 390, Building “A” of the Municipal Complex located at 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984-5099, until **August 14, 2019 at 3:00 PM EST.**

A one-time only pre-bid meeting will be held in the Conference Room of the Office of Management & Budget, Suite 390, Building A of the Municipal Complex, located at 121 SW Port St. Lucie Blvd., Port St. Lucie, Florida 34984 on **August 5, 2019 at 2:00 P.M. EST.** At this time, the specifications and other bidding documents will be explained.

Each Bidder(s) must deposit with his/her bid, a bid bond, or bid guaranty, in the amount five percent (5%) of the total price, made payable to the City of Port St. Lucie. Bid Bond shall be either a certified check, cashier's check, Irrevocable Letter of Credit from a solvent national or state bank, or Bid Bond issued by a Surety licensed to conduct business in the State of Florida. Surety shall have a rating of A or A+ by “Best's Rating Guide”. The Bid Bond must be scanned and uploaded onto DemandStar.com along with all other required documents, thus showing evidence that a Bid Bond was obtained. Bidders will send the **ORIGINAL** Bid Bond to the City immediately after the opening date. The original Bid Bond is to be received within **five (5) business days** of the opening or the bid may be deemed non-responsive. The accepted Contractor's security will be retained until execution of the Contract. The City will retain the remaining Contractors' security until a Contract has been executed, or until ninety (90) calendar days after the quote opening date, whichever is shorter.

Electronic replies will be the **only** method allowed for Bidders to respond to this solicitation. All submittals must be compatible with Microsoft Office 2007. E-Bidding will be done through a secure locked box. Bidders can only view/submit their E-Bid and will not have access to any other Bidder's submittals. The Bidder's E-Bid may be changed at the Bidder's discretion until the due date and time have been reached at which time the Bidder will no longer change or have access to the electronic bid submittal. The City will then open the E-Bids. Bidders e-bidding for the first time are strongly encouraged to contact Demandstar by e-mailing questions to demandstar@demandstar.com.

All bids must be received by the date and time specified above, when they will be opened and publicly read aloud. The bid time shall be scrupulously observed. Under no circumstances shall bids uploaded to Demandstar.com after the time specified be accepted or considered. It is the sole responsibility of the Bidder to ensure that his or her bid is uploaded before the closing date and time. The City shall not be responsible for delays caused by any power outages or internet failures. No exceptions will be made.

The City of Port St. Lucie reserves the right to waive any and all informalities or irregularities, to accept or reject any and all bids, in whole or in part, to solicit and re-advertise for new bids, abandon the project in its entirety, or take other such action as serves the best interests of the City.

The City reserves the right to extend the bid opening date when no responses or only one (1) response is received. Receipt of a bid in any other form does not satisfy this requirement. **No hard copies will be accepted.**

Submit all questions in writing concerning procedures for responding to this bid or regarding the Contract Documents, to Robyn Holder in the City of Port St. Lucie Procurement Management Department, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984, Phone (772) 344-4293, Fax (772) 871-7337, and email: rholder@cityofpsl.com. The City will not be responsible for oral clarification of questions. The last date for questions is **August 7, 2019. All answers will be posted on August 9, 2019.** No late questions will not be

answered. To ensure fair consideration for all Bidders, it must clearly understand that Ms. Holder is the only individual authorized to represent the City during the bidding and contract award time frame.

Questions submitted to any other person in any department, **including the Mayor**, will not be addressed. Questions will be answered in the form of an addendum. The Bidder(s), in turn, shall acknowledge receipt of the addendum by listing the Addendum number and the date of issuance in the submittal of his/her bid. The City will not be responsible for any interpretation, other than those transmitted by addendum to the bid, made or given prior to the bid award. The Bidder(s) is responsible for verifying they have received all Bid Addenda.

If you have obtained this document from a source other than directly from the City or from Demandstar by Onvia.com you are not on record as a plan holder. The Procurement Management Department takes no responsibility to provide Addenda to parties not listed by the City as plan holders. It is the Bidder's responsibility to check with our office prior to submitting your proposal to ensure you have a complete, up-to-date package.

For the purpose of this bid, the term Bidder, E-Bidder, Proposer and Contractor may be used interchangeably.

Documents required for this E-Bid:

- E-Bid Specifications, pages 1 - 52
- E-Bid Reply Sheet #20190106, pages 12 - 13 (included in E-Bid Specifications)
- Attachment A – 2019 Standard New Construction Specifications, pages 1 – 36 (not included in E-Bid Specifications)
- Attachment B – 2619 SW Halissee Street Map & Photos, pages 1 – 2 (not included in E-Bid Specifications)
- Attachment C – Vicinity Hiring Compliance & HUD Section 3 Regulations, pages 1 – 2 (not included in E-Bid Specifications)

Robyn Holder, CPPB
Procurement Management Department

CAUTION: Bidders should take caution that the City is not responsible for any power outages or internet failures. It is suggested that you upload your response in adequate time to assure that it will post on the day prior to the closing date.

SEALED E-BID # 20190106

**Non-Profit & For-Profit Contractors to Construct
Affordable Housing at 2619 SW Hallssee Street**

INTENT

The City of Port St. Lucie desires to obtain quotations from qualified individuals, firms, and legal entities that are registered as a Non-Profit 501(C)(3) corporation and For-Profit corporations relative to the construction of affordable housing at 2619 SW Hallssee Street, Port St. Lucie, Florida. This project is federally funded through the Neighborhood Stabilization Program (NSP). The Contract period is estimated at three hundred sixty-five (365) calendar days with no renewal options.

It is the intent of the City to enter into a lump sum contract with one (1) qualified Non-Profit or For-Profit Contractor to provide all of the labor, supervision, equipment, machinery, tools, materials, permits, transportation, utilities, and other incidentals required to complete the work in accordance with the Contract Documents and the 2019 New Construction Specifications manual.

Scope of Work

This project is to construct an affordable single-family residence at 2619 SW Hallssee Street located in Port St. Lucie, Florida. The single-family residence is to be **1,400 square feet under air** with a 2-car garage equal to 400 square feet. The single-family residence is to be constructed in accordance with the 2019 New Construction Specification manual identified as Attachment A.

The Neighborhood Stabilization grant funding requires energy efficiency materials to be incorporated in the building materials used, however, **concrete block should be utilized for the exterior walls and not insulated concrete form (ICF)**. City will sell the homes to low income families and as a result the City is looking for the most energy efficient and durable home for the best price.

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

NOTE: The City may not accept proposals from firms that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, its employees and their financial or legal interests.

NOTE: 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.

1. GENERAL REQUIREMENTS

1.1 Invitation to Bid - All requirements contained in the Invitation to Bid are hereby incorporated in this specification.

1.2 Cost of Preparation of Bid - The City will not be responsible for any cost incurred by any Bidder in the preparation of his/her bid.

1.3 Examination of Drawings, Site and Contract Documents - Bidders shall thoroughly examine these specifications and all other drawings, documents or other materials referred to herein and conduct such investigations and visits as may be necessary to thoroughly inform themselves regarding existing plant, facility, personnel and other conditions relative to compliance with this specification. Before submitting bids, each Bidder(s) is recommended to visit the location of the proposed work to fully understand the existing site/surface/subsurface/above surface conditions, and examine the Contract Documents, to become familiar with all provisions affecting the work. Failure to fully understand the existing site conditions, or Contract Documents, will not relieve the contractual obligations or be cause for additional compensation.

No plea of ignorance by the Bidder of conditions that exist or may hereafter exist, as a result of failure or omission on the part of the Bidder to make said investigations and visits, and/or failure to fulfill in every detail the requirements of this specification and documents promulgated therein, will be accepted as a basis for varying the requirements of the City or the compensation of the Bidder(s).

It is the responsibility of the Bidder(s) to consider federal, state, and local laws and regulations that may affect cost, progress, performance or furnishing of the work; to study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and to promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies, which any Bidder has discovered in or between the Contract Documents and such other related documents.

1.4 Bid Price - Bidders must agree to furnish all item(s) that are awarded to them as a result of their response to this specification at the price(s) indicated on their respective Bid Reply Sheet. Bidders shall guarantee that said price(s) shall be firm, not subject to escalation, for the ninety (90) days after bid opening period. Submittal of a bid shall be prima facie evidence of the Bidder's intent to comply with this requirement. Any bid submitted with escalation clauses shall be rejected.

1.5 Qualifications - Bidders shall have the necessary organization, experience, capital, license, certification and equipment to carry out the provisions of the Contract to the satisfaction of the City. Bidders must submit all licenses and certifications required to perform this project with the E-Bid Reply Sheet #20190106. **It is the Bidder's responsibility to verify with the City's Building Department that they possess the proper City license necessary to perform the work prior to submitting a bid for this project.** Five (5) references shall be listed in the Questionnaire from existing firms in Florida to which it has provided these types of services in the past or with which it is under Contract for such services presently and the names of company representatives who may be contacted for references shall be furnished. The City of Port St. Lucie shall **NOT** be used as a reference. References are subject to verification by the City and will be utilized as part of the award process. If requested, performance history, list of projects recently completed and in process, major equipment available for this project and experience of the principal members of the Bidder's organization must be furnished within seven (7) days.

1.5.1 Financial Stability – Bidders are to provide annual financial statements for the last two (2) calendar years for the organization. Independently audited statements are preferred. Statements should include the company's assets, liabilities, and net worth. At a minimum, include the Balance Sheet (Statement of Financial Position), Income Statement (Statement of Operations), Retained Earnings and Cash Flow Statement. The City acknowledges that privately held corporations and other business entities are not required by law to have audited financial statements. In the event the Bidder is a privately held corporation or other business entity whose financial statements are audited, such audited statements shall be provided. If the

privately held corporation or other business entity does not have audited financial statements, the un-audited statements or other financial documentation sufficient to provide the same information as is generally contained in an audited statement, as required above, shall be provided.

1.6 Award of Contract –This project is funded through the Neighborhood Stabilization Program (NSP) and therefore federal law applies with regard to the award. The award will be to the lowest, responsive and responsible Bidder.

The award date is the date that City Council passed the motion to award the bid(s) regardless of the date bidder received the notification of award. Notification of the award may be given by e-mail, facsimile, U.S. mail system, courier, or on the web site.

1.6.1 Collusion - The City reserves the right to disqualify bids, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder.

More than one (1) bid from an individual, partnership, corporation, association, firm, or other legal entity under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is interested in more than one (1) proposal for the same work will be cause for rejection of all proposals in which such Bidders are believed to be interested. Any or all proposals will be rejected if there is any reason to believe that collusion exists among the Bidders.

1.6.2 Tie Bid Statement - If there are identical tie bids, in accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids are equal with respect to price, quality, and service are received by the City for the procurement of commodities or Contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Please submit the form that is enclosed with your bid response.

1.7 Variances to Specifications - Bidders must indicate any variances to the Specifications. Additionally, if bids are based on alternate products, Bidder must indicate the manufacturer's name and number of the alternate item(s) being offered and attach appropriate specifications. If variations and/or alternates are not stated in Bidder's reply, it shall be construed that the bid fully conforms to the specifications.

1.8 Submittal of E-Bid - Unless otherwise provided herein, all bids shall be submitted by completing and returning the E-Bid Reply Sheet and any other documentation that is required by this bid. The E-Bid Reply Sheet #20190106 should be typed or printed and signed in blue ink. The individual signing the bid must initial all changes. All submittals are required to be electronic and preferably contained in one (1) file. **No hard copies will be accepted.**

- A. Request Bid Specifications, #20190106 from Onvia, via phone 800-711-1712 or via internet www.cityofpsl.com
- B. Download the E-Bid Reply Sheet #20190106 and save to your hard drive, program is in Microsoft Word 2007 Professional. Enter unit prices on the E-Bid Reply Sheet and save.
- C. Complete company information on E-Bid Reply Sheet #20190106.

- D. Enter total price on E-Bid Reply Sheet #20190106. Discrepancies between the E-Bid Reply Sheet #20190106 uploaded on Demandstar and the dollar amounts listed on the web page at time of submittal will be resolved in favor of the E-Bid Reply Sheet #20190106 that is uploaded at time of submittal.
- E. Electronically sign the E-Bid Reply Sheet #20190106 where indicated.
- F. Upload and submit the E-Bid Reply Sheet #20190106, Contractor's Questionnaire, Non-Collusion Affidavit of Prime Bidder, Contractor Verification Form, E-Verify Form, 5% Bid Bond (to be received within five (5) business days after the opening or your bid may will be deemed non-responsive), List of References, Buy America – Certificate of Compliance, Certification Regarding Lobbying, Certification Regarding Debarment, Suspension, Ineligibility, etc., Insurance Certificate(s), Drug Free Workplace Form, W-9 Form, Vendor Code of Ethics, Financial Statements, 501(C)(3) Documentation (if submitting as a Non-Profit corporation), and the Checklist onto Demandstar by the due date and time. Acknowledge all Addenda on the E-Bid Reply Sheet #20190106. **YOU MUST PRESS THE "SUBMIT RESPONSE" button on the second page for your bid to be received.**
- G. Upload your firm's Management Plan that describes in detail the plan for accomplishing the objectives of the project. It should include methods for planning, organizing, scheduling, coordinating and administering the total project.
- H. Upload your firm's Project Schedule that includes a detailed breakdown of timelines that will achieve the scope of work and ensure deadlines are met or advanced.
- I. Upload the proposed **1,400 sq. ft.** floor plan with elevations, examples of previous comparable projects and any conceptual renderings that are being offered that meet the **1,400 square foot under air requirement.**
- J. Upload and submit a copy of your license for this type of work; or in compliance with Florida Statute Chapter 489, a copy of the certificate issued by the State of Florida authorizing the Bidder(s) to transact business within the state.

**** Only electronic replies are required. No hard copies will be accepted.**

1.8.1 Shipping Terms - Bidders shall quote F.O.B. Destination.

1.9 Execution of Contract or Purchase Order - The Bidder will be required to execute a Standard City Contract within ten (10) days after notification by the City that Contract is available and thereafter comply with the terms and conditions contained therein. The Bidder shall execute the Contract, deliver the required Insurance Certificates and other documentation as required by the bid. The City will execute the Contract however, it is agreed and understood that the City will not be bound by the Contract unless and until it has been executed by the City Manager and a purchase order or a Visa order form has been issued.

1.9.1 Failure to Execute Contract – Failure on the part of the Bidder to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation may be justification for the annulment of the award.

1.10 Subcontracting or Assigning of the Contract – The Bidder shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein, to any person, firm or corporation without the written consent of the City. Each Bidder shall list all subcontractors and the work provided by the suppliers in the area provided on the Bid Reply Sheet.

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

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

1.11 Public Entity Statement - A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

Discrimination – An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under Contract with any public entity, and may not transact business with any public entity.

1.12 Permits – The selected Bidder shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation. Certain aspects of construction may not be allowed to occur until after these permits have been obtained. All building permits, licenses and certificates of inspection issued in connection with the work shall be delivered to the City with successful Bidder(s) application for final payment. All permit fees shall be included in the contract amount and paid by the successful Bidder(s).

1.12.1 Impact & Connection Fees – The selected Bidder shall be responsible for all fees associated with new home construction in Port St. Lucie, Florida. All fees must be included in the lump sum price. The City will not be waiving any fees for this project.

1.13 The Bidders shall be required to complete a **W-9 Taxpayer Identification Form**, provided with the City's contract, and return it with their bid package.

1.14 Withdrawal of Bids - A Bidder may withdraw his bid without prejudice no later than the day and hour set in the "Invitation to Bid" by removing all documents from Demandstar.

1.15 Intent to Perform - The selected Bidder must agree that time is of the essence and that all requirements stated in these specifications are critical as it relates to the time of performance. Submittal of a bid shall be prima facie evidence of the Bidder's intent to comply with this specification.

2. SPECIFIC REQUIREMENTS

2.1 Samples - Samples of items, when required, must be furnished free of expense and, if not destroyed, will upon request, be returned at the Bidder'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 Bidder's name, bid number, and item number. Failure of Bidder 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.

2.2 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.

2.3 Proposal Guaranty (Bid Bond) - A Bid Bond, certified check, cashier's check, bank money order, bank draft of any national or state bank, or cash, in a sum of not less than five percent (5%) of the amount of the bid, made payable to the "City of Port St. Lucie", shall accompany each proposal as a guarantee that the Bidder will execute the required Contract and promptly deliver the required Insurance Certificates, and other documentation required by these Specifications. Bid Bonds must be executed by a fully authorized Surety licensed by the State of Florida. The failure on the part of the Bidder to comply with this requirement will be cause for the rejection of the bid.

2.4 Return of Bid Guaranty - After the bid submissions have been reviewed and evaluated, the Purchasing Agent may, at his/her discretion, return the guaranty deposit accompanying such proposals as in his/her judgment, based on evaluation, would not be considered in making the award. All other proposal guaranties will be held until the Contract has been executed, after which bid guaranty will be returned to the respective Bidder's whose proposals they accompanied.

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

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

The 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 the annulment of the award.

3. ADDITIONAL INFORMATION

3.1 Brand Names - The use of any manufacturer's name, trade name, brand name, or catalog number in this specification is for the sole purpose of describing and establishing the minimum requirements for levels of quality, standards of performance and design required, and is in no way intended to prohibit the bidding of any other manufacturer's items of equal quality. The Project Manager or his/her designee shall be the sole judge of the equality of alternate products proposed and his/her decision shall be final.

3.2 Protests - Any person who wishes to protest any issue pertaining to this E-Bid may do so by attending the scheduled City Council meeting that the E-Bid will be scheduled to appear and voicing their concerns at the 'Public to be Heard' section. All persons will be required to sign in at the front desk at City Hall and fill out the necessary Sign-In Forms.

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E-Bid Reply Sheet #20190106

Non-Profit & For-Profit Contractors to Construct Affordable Housing at 2619 SW Halissee Street

1. **COMPANY NAME:** _____

DIVISION OF: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: () _____ FAX NO. () _____

CONTACT PERSON: _____ E-MAIL: _____

2. **ORGANIZATIONAL PROFILE:** (complete all appropriate information)

Is the firm incorporated? Yes--No If yes, in what state? _____

President

Vice President

Treasurer

How long in present business: _____ How long at present location: _____

Total number of staff at this location: _____

Total number of staff for your firm within the Treasure Coast area: _____

Is firm a minority business: Yes--No; Does firm have a drug-free workplace program: Yes--No
If no, is your company planning to implement such a program? _____

3. **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

4. **VENDOR'S LIST** – If your company offers commodities other than the one specified for this bid, and you wish to be put on the vendor's list, please contact Onvia.com at (800) 711-1712. Bid Tabulation Reports are advertised on the City's Web Site at www.Cityofpsl.com.

5. BID RESPONSE:

5.1 Bidder will / will not accept the Purchasing Card (Visa).
(please circle one)

5.2 Percentage of discount when payment is made with Visa: _____ %

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

5.3 Bid Reply Lump Sum Total Amount: \$_____

(This figure is to be used on the Demandstar web page. Discrepancies between the E-Bid Reply Sheet and the figure entered on the web page at time of submittal will be resolved in favor of the E-Bid Reply Sheet.)

The City makes no guarantee that this bid will result in actual work.

6. INSURANCE/CERTIFICATES/LICENSE - Bidders are required, in accordance with Bid document Section VIII, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain. Bidders are required to submit all licenses and certifications required to perform construction of this project.

7. COMPLETION OF FORM - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals and bid guarantees for a period not to exceed 90 days after the date of the bid opening stated in the Invitation to Bid before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the bid.

8. CERTIFICATION

This bid is submitted by: Name (print)_____ who is an officer of the above firm duly authorized to sign bids and enter into Contracts. I certify that this bid is made without prior understanding, Contract, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid.

9. Bidder has read and accepts the terms and conditions of the City's standard Contract:

Signature

Title

If a corporation renders this Bid, the corporate seal attested by the secretary shall be affixed below. Any agent signing this Bid shall attach to this form evidence of legal authority.

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CONTRACTOR'S QUESTIONNAIRE

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 _____, 2019
(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. List five (5) new residential construction projects similar to this project completed by your firm along with a brief description of project, location of project, client name, client phone number, value of contract, your firm's percentage of the total contract value, as well as the number of change orders and the total change order value.

Project Number 1

Project Address: _____
Description & year completed: _____

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

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 Address:

Description & year completed:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

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 Address:

Description & year completed:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

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 Address:

Description & year completed:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

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 Address:

Description & year completed:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

7. List subcontractors and major material suppliers for the project. Include the duties that will be assigned to them, email addresses and telephone numbers. Insert additional sheets if necessary. **Attach all licenses and certifications that qualify them to perform the work.**

8. Provide your firm's Management Plan, Project Schedule, floor plans with elevations, conceptual plans and examples of previous comparable projects.

9. Has the Proposer 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.

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

Yes ()

No ()

If yes, please explain:

11. 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)

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

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

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

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

Signature

Title

*******(THIS IS A SAMPLE ONLY - DO NOT EXECUTE)*******

**CITY OF PORT SAINT LUCIE
CONTRACT #20190106**

This CONTRACT, executed this _____ day of _____, 2019, 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" party of the first part, and *name of Contractor, address*, Telephone No. () _____ Fax No. () _____, hereinafter called "Contractor", party of the second part.

RECITALS

WHEREAS, Contractor is a licensed _____ Company doing business in Florida; and

WHEREAS, the City wishes to contract to Construct Affordable Housing at 2619 SW Halissee Street, Port St. Lucie, Florida as well as other tasks (Work) more specifically described in this Contract; and

WHEREAS, Contractor is qualified, willing and able to provide the Work on the terms and conditions set forth herein; and

WHEREAS, the City desires to enter into this Contract with Contractor to perform the Work specified and in an amount agreed to 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 I
NOTIFICATIONS**

As used herein the Project Manager shall mean:

Carmen Capezzuto, or his designee.
City of Port St. Lucie Neighborhood Services Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Fl. 34984
Telephone: (772) 871-5148 Fax: (772) 344-4181
Email: ccapezzuto@cityofpsl.com

As used herein the Contract Manager shall mean:

Robyn Holder, CPPB
City of Port St. Lucie Procurement Management Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Fl. 34984
Telephone: (772) 344-4293 Fax: (772) 871-7337
Email: rholder@cityofpsl.com

As used herein the Contractor for this project shall mean: TBD

SECTION II DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20190106, **Non-Profit & For-Profit Contractors to Construct Affordable Housing at 2619 SW Halissee Street, Port St. Lucie, Florida** including all Attachments, all Addenda, and all other restrictions and requirements are incorporated by this reference.

Scope of Work: This project is to construct an affordable single-family residence at 2619 SW Halissee Street located in Port St. Lucie, Florida. The single-family residence is to be 1,400 square feet under air with a 2-car garage equal to 400 square feet. The single-family residence is to be constructed in accordance with the 2019 New Construction Specification manual identified as Attachment A.

The Neighborhood Stabilization grant funding requires energy efficiency materials to be incorporated in the building materials used, however, concrete block should be utilized for the exterior walls and not insulated concrete form (ICF).

Hours of Service - The standard hours of work allowed in the City of Port St. Lucie's right-of-way are from 8:00 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 right-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.

SECTION III TIME OF PERFORMANCE

The Contract Period start date will be _____, 2019 and will terminate three hundred sixty-five (365) calendar days thereafter on _____, 2020. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered. Written requests shall be submitted to the Project Manager for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels he has no control. Requests for time extensions shall be submitted immediately but in no event more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

SECTION IV RENEWAL OPTION

Not applicable to this Contract.

SECTION V COMPENSATION

The total amount to be paid by the City to the Contractor is on a lump sum basis for a total amount of \$_____. Payments will be disbursed in the following manner:

Progress Payments- Within twenty (20) business days, the City shall pay the Contractor, the sum of money due each Progress Payment that is properly allocated to labor, materials and equipment incorporated in the work for the period covered in the application for progress payment. Retainage will be held at 5% from each progress payment. Partial Release of Liens from all Contractors, subcontractors, and suppliers for materials which were identified in the previous month's invoices for progress payment will be required. If all such releases are not timely provided to the City as set forth herein, this shall provide basis, at the City's sole discretion, to withhold payment for any future invoiced progress payment and declare the Contractor in default, at which time the City may pursue all available legal and equitable remedies available to it under the Contract, Bond(s), or Florida Law.

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

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

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

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

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

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

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

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

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

SECTION VI 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. All changes will be authorized by a written change order approved by the Procurement Department Director, or her designee. 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 at cost. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive.

SECTION VII CONFORMANCE WITH BID

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

SECTION VIII 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's 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. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Contract. Contractor shall secure all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this Contract for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the City. This indemnification shall survive the termination of this Contract.

SECTION IX 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 X INSURANCE

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

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

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

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

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

3. **Additional Insured:** An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for on-going and Completed Operations (should be ISO CG20101185 or CG2037 & CG2010) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by City or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. No exclusion for mold, silica or respirable dust or bodily injury/property damage arising out of heat, smoke, fumes, or hostile fire shall apply. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests' provision as provided under the standard ISO form separation of insurers' clause.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees, agents shall include Contract #20190106 Non-Profit & For-Profit Contractors to Construct Affordable Housing at 2619 SW Halissee Street, Port St. Lucie, Florida shall be listed as additionally insured**". The Policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

4. **Automobile Liability Insurance:** The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the

Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary basis.

5. Waiver of Subrogation: The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.
6. Deductibles: All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract. Where an SIR or deductible exceeds \$5,000, the City of Port St. Lucie reserves the right, but not obligation, to review and request a copy of the bidder's most recent annual report or audited financial statement.
7. Builder's Risk Insurance: Contractor shall purchase and maintain Builder's Risk insurance in an amount equal to 100% of the completed value of the project including any amendments thereto (without coinsurance). Contractor's policy shall be written on an "ALL Risk" Builders Risk form that shall cover physical loss or damage to the Work, temporary buildings, construction forms and scaffolding, materials and equipment in transit or in storage/at temporary locations, and should extend coverage to foundations, excavations and other underground property. Coverage shall insure against at least the following perils or causes of loss: fire, lightning, windstorm/and hail, theft (including theft of materials whether or not attached to any structure), vandalism and malicious mischief, flood, earthquake, collapse, and such other perils or causes of loss as may be specifically required. The policy shall include coverage for pollutant cleanup, debris removal, demolition and increased cost of construction, water damage, backup of sewers and drains, testing and startup of building systems (including hot testing), and mold & fungus remediation. The Builders Risk coverage shall include a waiver of subrogation rights endorsement in favor of the City.

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

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

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

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

It shall be the responsibility of the Contractor to ensure that all independent contractors and/or subcontractors comply with the same insurance requirements referenced above.

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 award.

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

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

The 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 the annulment of the award.

SECTION XI 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 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 XII
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

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

SECTION XIII
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 subcontractors shall comply with § 119.0701, Fla. Stat. The Contractor and subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. 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. (See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
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
prc@cityofpsl.com

TITLE VI

Pursuant to Title VI of the Civil Rights Act of 1964 and other related federal and state laws and regulations, the City of Port St. Lucie will not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status per Resolution 14-R162 adopted by City Council on November 10, 2014.

During the performance of this contract, the contractor, for itself, its assignees and successors in interest {hereinafter referred to as the "Contractor"}) agrees as follows:

- (1.) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations}, which are herein incorporated by reference and made a part of this Agreement.

- (2.) Nondiscrimination: The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3.) Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- (4.) Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate and shall set forth what efforts it has made to obtain the information.
- (5.) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:
- a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
- (6.) Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department*

of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (7.) Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §4601), (prohibits unfair treatment of persons displaced or who property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. §324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; the Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 U.S.C. §471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

SECTION XIV NOTICE OF PERFORMANCE

When required materials have been delivered and required work performed Contractor shall submit a request for inspection in writing to the Project Manager.

SECTION XV 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 XVI 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.

The City shall be listed as an original owner on all manufacturers' warranties, if any, for materials and services. The warranties shall include a load rating at the end of construction that meets or exceeds AASHTO and Department standards and requirements.

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

Warranty and Guarantee - All products furnished by the Contractor shall be supplied with all warranties and guarantees of the manufacturer. All work must be warranted by the Contractor to be free of defects in workmanship and material for a period of not less than five (5) years; said period to commence upon the date products are accepted by the City and Contractor has received final payment.

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

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

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

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

Cooperative Purchasing Agreement - This Contract may be expanded to include other governmental agencies provided a cooperative purchasing agreement exists or an inter-local agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. The Contractor may agree to allow other public agencies the same items at the same terms and conditions as this bid, 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 Bidder.

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

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

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

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

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

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

Florida Produced Lumber – The Contractor agrees to comply with the provisions of Section 255.20, Florida Statutes, and as may be amended from time to time.

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

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

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

Sanitary Conditions – The Contractor shall be responsible to provide and maintain in a neat and sanitary condition such accommodations for the use of employees as may be deemed necessary to comply with the regulations of the County Board of Health or other bodies having jurisdiction. The Contractor shall commit no public nuisance.

Access to Work - The Contractor shall be responsible to permit the City, its inspectors, and other authorized representatives of the City to have access to all parts of the work, and to all materials intended for use in the

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

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

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

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

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

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

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

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

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

SECTION XVII LICENSING

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

SECTION XVIII SAFETY PRECAUTIONS

Precaution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

Safety Data Sheets (SDS) – The Contractor is required to provide a copy of the Safety Data Sheets (SDS) for all chemicals used in the execution of their work. The SDS must be maintained by the user agency.

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

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

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

SECTION XIX ASSIGNMENT

The Contractor shall not delegate, sublet or subcontract any part of the work, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title of interest therein or his obligations there under, or monies due or to become due under this Contract, without prior written consent of the City. In case the Contractor assigns remaining percent or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work

called for in this Contract. Any assignment of the Contract shall in no way affect any provisions of Specifications or the Contract Documents.

SECTION XX

TERMINATION, DELAYS AND LIQUIDATED DAMAGES

A. Termination of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will ensure its completion within the time specified in this Contract or as modified as provided in this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work. The City may also in event of termination obtain undelivered materials, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work and/or materials. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

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

C. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) days of official notice of scheduled delivery or scheduled work of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

D. The City may terminate this Contract with or without cause by giving the Contractor thirty (30) days' notice in writing. Upon delivery of said notice the vendor/Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed. All design work performed will become the property of the City at termination of contract and submitted to City in the format the City dictates.

E. Termination for Insolvency. The City also reserves the right to terminate the remaining services to be performed in the event_____ is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.

SECTION XXI 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.

SECTION XXII REIMBURSEMENT FOR INSPECTION

The Contractor agrees to reimburse the City for any expenditures incurred by the City in the process of testing materials supplied by the Contractor against the specifications under which said materials were procured, if said materials prove to be defective, improperly applied, and/or in other manners not in compliance with specifications. Expenditures as defined herein shall include, but not be limited to, the replacement value of materials destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies provided in the Contract.

SECTION XXIII APPROPRIATION APPROVAL

The Contractor acknowledges that the City of Port Saint 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, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed.

SECTION XXIV 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 XXV 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 XXVI
COMPLIANCE WITH LAW, RULES & REGULATIONS**

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 it, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Contract. Contractor shall secure all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this Contract for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the City.

**SECTION XXVII
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 XXVIII
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 XXIX
CLEANING UP**

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, Contractor shall remove all Contractors' equipment and all excess materials, and put the work area in a neat, clean, sanitary and safe condition.

**SECTION XXX
ENTIRE CONTRACT**

The written terms and provisions of this Contract shall supersede all prior verbal 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 intentionally left 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: _____
City Purchasing Agent

By: _____
(Authorized Representative of Company
Name)

State of: _____ County of: _____

Before me personally appeared: _____
(Please print)

Please check one:

Personally known _____

Produced Identification: _____
(Type of identification)

and known to me to be the person described in and who executed the foregoing instrument, and
acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.
(s/he)

WITNESS my hand and official seal, this _____ day of _____, 2019.

Notary Signature

Notary Public State of _____ at Large.

My Commission Expires _____.

(seal)

DRUG-FREE WORKPLACE FORM

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

(Name of Business)

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

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20190106
PROJECT TITLE: Non-Profit & For-Profit Contractors
to Construct Affordable Housing at 2619 SW Halissee Street

CONTRACTOR VERIFICATION FORM

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of Firm: _____

Corporate Title: _____

Address: _____

(Zip Code)

By: _____
(Print name) (Print title)

(Authorized Signature)

Telephone: () _____

Fax: () _____

State License # _____ (ATTACH COPY)

County License # _____ (ATTACH COPY)

City License: (ATTACH PROOF OF REGISTRATION WITH THE CITY)

Type of License: _____

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER
SEALED E-BID NO. 20190106
PROJECT TITLE: Non-Profit & For-Profit Contractors
to Construct Affordable Housing at 2619 SW Halissee Street

State of _____ }

County of _____ }

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

1. They are _____ of _____ the Bidder that
(Title) (Name of Company)
has submitted the attached bid;
2. (S)he is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder 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 Bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding 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 Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, 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 Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder 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.

Notary (print & sign name)

Commission No. _____



"A City for All Ages"

VENDOR 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 Vendor Code of Ethics.

- ◆ A Vendor's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- ◆ A Vendor 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.
- ◆ Vendor 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.
- ◆ Vendor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- ◆ Vendor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- ◆ Vendor 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.
- ◆ Vendor 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.
- ◆ Vendor 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.
- ◆ Vendors 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, Vendors must require their suppliers (including temporary labor agencies) to do the same. Vendors 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, Vendor 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 vendors. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable vendor contract. In the case of any discrepancies between it and the law, regulation(s) and/or vendor contract, the law, regulatory provision(s) and/or vendor contract shall prevail.

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FINAL

[illegible]

Non-Profit & For-Profit Contractors to Construct Affordable Housing at 2619 SW Hallssee Street

CITY OF PORT ST. LUCIE, FLORIDA

SEALED E-BID NO. 20190106

**PROJECT TITLE: Non-Profit & For-Profit Contractors
to Construct Affordable Housing at 2619 SW Hallssee Street**

BUY AMERICA CERTIFICATE OF COMPLIANCE

CERTIFICATE OF COMPLIANCE



COMPLIANCE

The Bidder hereby certifies that it will comply with the requirements of 23 C.F.R. 635.410, as amended, and utilize only iron or steel manufactured in the United States, or components made with iron or steel that meet the Buy America requirements. Bidder acknowledges that it will be required to produce Buy America certification(s) from the producer(s) of the steel or iron or components prior to incorporating any such materials into the work or project.

Company Name: _____

Authorized By: _____
(Sign) (Print Name)

Title: _____ Date: _____

CITY OF PORT ST. LUCIE, FLORIDA

SEALED BID NO. 20190106

**PROJECT TITLE: Non-Profit & For-Profit Contractors
to Construct Affordable Housing at 2619 SW Hallssee Street**

CERTIFICATION REGARDING LOBBYING

The undersigned Bidder/Contractor certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions [as amended by “Government wide Guidance for New Restrictions on Lobbying”, 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (3) The undersigned shall require that the language of this certification be included in the awards documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352 (1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure]

The Bidder/Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Company Name: _____

Authorized By: _____
(Sign) (Print Name)

Title: _____ Date: _____

*****ALL SUBCONTRACTORS ARE REQUIRED TO FILL OUT THIS FORM AND SUBMIT WITH BID PACKAGE*****

CITY OF PORT ST. LUCIE, FLORIDA

SEALED BID NO. 20190106

**PROJECT TITLE: Non-Profit & For-Profit Contractors
to Construct Affordable Housing at 2619 SW Hallssee Street**

***Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary
Covered Transactions***

The Bidder certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

(c) are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation.”

Company Name:_____

Authorized By:_____

(Sign)

(Print Name)

Title:_____ Date:_____

E-BID #20190106

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

E-VERIFY

**PROJECT TITLE: Non-Profit & For-Profit Contractors
to Construct Affordable Housing at 2619 SW Hallssee Street**

375-040-68

PROCUREMENT
06/11

Contract No:_____

Financial Project No(s):_____

Project Description:_____

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant :

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 Vendor/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.

Company/Firm:_____

Authorized Signature:_____

Title:_____

Date:_____

CHECKLIST
BID # 20190106

**PROJECT TITLE: Non-Profit & For-Profit Contractors
to Construct Affordable Housing at 2619 SW Halissee Street**

Name of Bidder:_____

This checklist is provided to assist Bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid response fully compliant. This checklist is only a guideline -- it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

- _____ Bid Reply Sheet #20190106 with proper signatures upload to Demandstar.
- _____ E-Bid Reply Excel Spreadsheet – Schedule A uploaded to Demandstar.
- _____ Drug-Free Workplace Form uploaded to Demandstar.
- _____ 5% Bid Security uploaded to Demandstar and mailed in within five (5) business days after the opening or the bid may be considered non-responsive.
- _____ All pricing has been mathematically reviewed and all corrections have been initialed.
- _____ Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #20190106.
- _____ W-9 as per Section 1.13 uploaded to Demandstar.
- _____ Copy of Insurance Certificate in accordance with Section X of the Sample Contract uploaded to Demandstar.
- _____ Copy of appropriate State license, City licenses and any certifications to perform the proposed work in the City of Port St. Lucie uploaded to Demandstar. Including all subcontractors' licenses.
- _____ Management Plan, Proposed Schedule, Financial Statements, Proposed Floor Plans with Elevations, Examples of Previous Comparable Projects and any Conceptual Renderings of 1,400 sq. ft. under air homes.
- _____ Has reviewed the Contract and accept all City Terms and Conditions.
- _____ Contractor's Questionnaire uploaded to Demandstar.
- _____ Required forms: Non-Collusion Declaration & Compliance form; List of Current Contracts; 501C3 documentation; Buy America form; Certification Regarding Lobbying; Certification Regarding Debarment; E-Verify form; List of References, Vendor Code of Ethics, and Contractor Verification Form. All forms are to be uploaded to Demandstar.
- _____ List of all sub-contractors (Use the Questionnaire for providing all sub-contractors). All requested information is to be uploaded to Demandstar.
- _____ Copy of the Checklist uploaded to Demandstar.

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

ATTACHMENT A

2019 Standard New Construction Specifications

City of Port St. Lucie
Non-Profit & For-Profit Contractors to Construct
Affordable Housing at 2619 SW Halissee Street

(36 Pages follow as a separate attachment)

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ATTACHMENT B

2619 SW Hallssee Street Map & Photos

City of Port St. Lucie
Non-Profit & For-Profit Contractors to Construct
Affordable Housing at 2619 SW Hallssee Street

(2 Pages follow as a separate attachment)

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ATTACHMENT C

Vicinity Hiring Compliance & HUD Section 3 Regulations

City of Port St. Lucie
Non-Profit & For-Profit Contractors to Construct
Affordable Housing at 2619 SW Halissee Street

(2 Pages follow as a separate attachment)

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