



"A City for All Ages"

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

**Event Name: Electrical Connection Services of Retrofitted City Grinder Pump Systems for 991 Sites
eBid (Event) Number: 20210094R1**

1. Introduction

1.1. Purpose of Procurement

Pursuant to the [City of Port St. Lucie Code of Ordinances, Sec. 35.05](#), this electronic ("eBid") is being issued to establish a contract with one (1) or more qualified Contractors who will provide **Electrical Connection Services of Retrofitted City Grinder Pump Systems for 991 Sites** to the City of Port St. Lucie (hereinafter, "City") as further described in this eBid.

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

1.2. eBid Scope of Requested Services

It is the intent of the City to enter into a unit price contract with one (1) qualified Contractor to provide all the labor, supervision, equipment, machinery, tools, materials, permits, transportation, utilities, and other incidentals required to complete the replacement of existing low pressure grinder electric panels with panels that include generator receptacles for approximately 991 locations within the City of Port St. Lucie. All work shall be in accordance with the Technical Specifications consisting of pages 1-39, prepared by the City of Port St. Lucie Utility System Department.

Bidder will be required to pull a building permit for each individual grinder control panel and pay all associated fees.

The Bidder is expected to have a full understanding of the magnitude of the work to be performed. The Bidder will not be entitled to any extra payment for work that is typically expected for this type of project and lack of understanding by the Bidder shall not entitle the Bidder to extra payment.

The selected Bidder must have all the required licenses and certifications necessary to perform this work. The approved Licenses for this work include a State of Florida Electrical 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.

Activities shall be in strict compliance with Federal, State and Local applicable Rules and Regulations.

This project is funded through the Department of Emergency Management Hazard Mitigation Grant Program (HMGP) which requires various reporting requirements outlined in Attachment O.

1.3. Overview of the eBid Process

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

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

1.4. Schedule of Events

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

Description	Date	Time
Release of eBid	January 10, 2022	10:00 a.m.
Bidders/Offerors’ Conference Attendance is: Non-Mandatory	N/A	N/A
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.5.	January 14, 2022	5:00 p.m. ET
Responses to Written Questions	January 20, 2022	5:00 p.m. ET
Bids Due/Close Date and Time	February 8, 2022	3:00 p.m. ET
Finalize Contract Terms	2 to 3 Weeks after Closing	N/A
Notice of Intent to Award* [NOIA] (on or about)	3 Weeks after Closing to be Published by the City Clerk’s Office	N/A
Notice of Award [NOA] (on or about)	Date of Executed Contract to Contractor	N/A

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

1.5. Official Issuing Officer (Procuring Agent)

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

1.6. Definition of Terms

Please review the following terms:

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

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

Immaterial Deviation- does not give the supplier a substantial advantage over other suppliers.

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

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

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

Sourcing Platform- [DemandStar](#)

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

1.7. Contract Term

The initial term of the contract(s) should be completed by May 1, 2022 from the issuance of the executed contract. There is no option for renewal. In the event that the contract(s), if any, resulting from the award of this eBid shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, the City may, with the written consent of the awarded Contractor(s), extend the contract(s) for such period of time as may be necessary to permit the City’s continued supply of the identified products and/or services. The contract(s) may be amended in writing from time to time by mutual consent of the parties. Unless this eBid states otherwise, the resulting award of the contract(s) does not guarantee volume or a commitment of funds.

2. Instructions to Contractors

2.1. General Information and Instructions

2.1.1. Familiarity with Laws and Regulations

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

2.1.2. Restrictions on Communicating with Staff

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

2.1.3. Submitting Questions

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

Company Name

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

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

2.1.4. Attending Bidders/Offerors' Conference

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

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

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

2.1.6. Failing to Comply with Submission Instructions

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

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

The City reserves the right to reject any or all responses, to waive any irregularity or informality in a Contractor's response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. It is also within the right of the City to reject responses **that do not contain all elements and information requested in this eBid**. A Contractor's response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the eBid requirements, which determination will be made by the City on a case-by-case basis.

NOTE: The City 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, employees and financial or legal interests. The City will not enter into a contract or conduct business with any firm or any personnel that is listed on the Federal, State, or other local government agencies' Excluded Parties List, Suspended List or Debarment List. Please see [Florida Statute 287.133](#) for further information regarding business transactions with companies that have been convicted of public entity crimes.

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

The City reserves the right to amend this eBid. All revisions must be made in writing prior to the eBid closing date and time. If a responding entity discovers any ambiguity, conflict, discrepancy, omission or other error in the eBid, they shall immediately notify the City of such error in writing and request modification or clarification of the document. Any modification made to this eBid will be issued as an addendum. Written notice will be posted to DemandStar without divulging the source of the request. If a responding entity fails to notify the City prior to the date and time fixed for submission of an error or ambiguity in the eBid known to them, or an error or ambiguity that reasonably should have been

known to them, they shall not be entitled to additional time by reason of the error/ambiguity or its late resolution by submitting a response, the Contractor shall be deemed to have accepted all terms and agreed to all requirements of the eBid (including any revisions/additions made in writing prior to the close of the eBid whether or not such revision occurred prior to the time the Contractor submitted its response) unless expressly stated otherwise in the Contractor's response. THEREFORE, EACH CONTRACTOR IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED eBID AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE CONTRACTORS'S RESPONSE PRIOR TO THE CLOSE OF THE eBID. All Notice(s) of Intent to Award (NOIAs) will be posted as referenced in Section 6.7 of this document. **Contractors are encouraged to frequently check the solicitation documentations and embedded URLs for additional information. Finally, the City reserves the right to cancel this eBid at any time.**

2.1.9. Use of Subcontractor

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

2.1.10. Proposal of Addition Services

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

2.1.11. Protest Process

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

2.1.12. Costs for Preparing Responses

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

2.1.13. Public Access to Procurement Records

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

2.2. Submittal Instructions

Submittal Instructions to DemandStar

Listed below are key action items related to this eBid. The Schedule of Events in Section 1.4 identifies the dates and time for these key action items. This portion of the eBid provides high-level instructions regarding the process for reviewing the eBid, preparing a response to the eBid and submitting a response to the eBid. Contractors are required to access, print and utilize the training materials identified in Section 2.2.1 of this eBid to ensure the Contractor successfully submit a response to this eBid.

2.2.1. eBid Released

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

2.2.2. eBid Review

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

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

2.2.3. Preparing a Response

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

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

2.2.4. Reviewing, Revising or Withdrawing a Submitted Response

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

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

3. General Insurance and Bonding Requirements

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

3.1. Standard Insurance Requirements

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

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

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

1. Workers’ Compensation Insurance & Employer’s Liability: The Contractor shall maintain Workers’ Compensation Insurance & Employers’ Liability in accordance with Section 440, Florida Statutes. Employers’ Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis. 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
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Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

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

Except as to Workers' Compensation and Employers' Liability Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability and Business Auto policies. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents, and shall include Contract #20210094 Electrical Connection of Retrofitted City Grinder Pump Systems for 991 Sites listed as additional insured.**" Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

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

It shall be the responsibility of the Contractor to ensure that all independent contractors and sub-contractors comply with the same insurance requirements referenced herein. It will be the responsibility of the contractor to obtain Certificates of Insurance from all independent contractors and subcontractors listing the City as an Additional Insured without the language when required by written contract. If contractor, independent contractor or subcontractor maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by contractor/independent contractor/subcontractor.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either

Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City by and through its Risk Management Department reserves the right, but not the obligation, to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A:VII or better. When a self-insured retention or deductible exceeds \$5,000, The City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

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

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

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

3.2. Bonds and/or Letter of Credit

Bid Bond

Each responding Contractor must supply a Bid Bond or Bid Deposit (certified check, cashier's check, bank money order, bank draft of any national or state bank), in a sum of not less than \$500.00 made payable to the City of Port St. Lucie. As a **Mandatory Requirement**, the Bid Bond or Bid Deposit must be scanned and uploaded into [DemandStar](#) along with all other required documents, thus showing evidence that a Bid Bond or Bid Deposit was obtained. Responding Contractors must send the Original Bid Bond or Bid Deposit to the City within five (5) days after the eBid Due Date as reflected above in Section 1.4. The responding Contractor's bid will be considered non-responsive if the Bid Bond or Bid Deposit is not received within the specified time frame. Responding Contractors must submit a Bid Bond or Bid Deposit made payable to the City of Port St. Lucie in a sealed envelope to:

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

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

3.2.1 Proposal Certification

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

1. That this electronically submitted proposal constitutes an offer, which when accepted in writing by the City, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the Contractor and the City; and
2. That the Contractor guarantees and certifies that all items included in the Contractor's response meet or exceed any and all of the solicitation's identified specifications and requirements except as expressly stated otherwise in the Contractor's response; and

3. That the response submitted by the Contractor shall be valid and held open for a period of **one hundred and twenty (120) days** from the final solicitation closing date and that the Contractor's offer may be held open for a lengthier period of time subject to the Contractor's consent; and
4. That the Contractor's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. Contractor understands and agrees that collusive bidding is a violation of city ordinance, state and federal laws and can result in fines, prison sentences, and civil damage awards.

3.3. Payment & Performance Bonds

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

1. 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.
2. 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.
3. 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.

3.4. Permits

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

4. eBid Bid Factors

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

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

4.1. Introduction

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

Unless otherwise specified, references to brand name or trade name/mark products are intended to be descriptive, but not restrictive, and are used to indicate the quality and characteristics of products that may be offered. Other products may be considered for award if such products are clearly identified and are

determined by the City to meet its needs in all respects. Each Contractor's response must indicate the brand name and model, or series number of the product offered and include such specifications, catalog pages, or other data that will provide an adequate basis for determining the quality and functional capabilities of the product offered.

4.2. Contractor's General Information

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

4.3. Mandatory Requirements

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

1. Requirements in this eBid document
2. Requirements contained in any attachment to the Sourcing Event, such as a Mandatory Requirements Worksheet and the cost worksheet
3. Must acknowledge all URLs that are embedded in the eBid document.
4. Must comply with all federal and state laws and regulations, to include [2 C.F.R. 200.318 through 200.326 as well as Appendix II to 2 C.F.R. part 200](#) entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards".
5. Must comply with Appendix II to 2 C.F.R. part 200.

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

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

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

5. Cost/Pricing

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

5.1. General Pricing Rules

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

1. The submitted pricing must include all costs of performing pursuant to the resulting contract; and
2. Bids containing a minimum order/ship quantity or dollar value, unless otherwise called for in the eBid, will be treated as non-responsive and may not be considered for award; and
3. The Contractor is required to provide net prices. In the event there is discrepancy between a Contractor's unit price and extended price, the unit price shall govern;
4. In the event there is a discrepancy between (1) the Contractor's pricing as quoted on an uploaded, detailed cost sheet such as an Excel Worksheet (if any) and (2) the Contractor's pricing as quoted by the Contractor in one or more single line entries directly into the Sourcing Event screen, the former shall govern; and

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

5.2 Cost Structure and Additional Instructions

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

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

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

5.3 Payment by City’s Visa Card Program

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

6. Evaluation and Award

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

6.1. Administrative/Preliminary Review

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

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

6.2. Evaluating Bid Factors (Section 4)

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

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

6.3. Evaluating Cost

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

6.4. Selection and Award

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

6.4.1. Single or Multiple Award

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

6.5. Local Preference in Purchasing or Contracting (Sec. 35.12, Ord. No. 10-26)* - Not applicable.

6.6. Site Visits, Samples, and Oral Presentations

The City reserves the right to conduct site visits, request product/work samples, or to invite Contractors to present their product/service solution to the evaluation team. Samples of items, when required, must be furnished free of expense and, if not destroyed, will upon request, be returned at the Contractor's expense. Request for the return of samples must be made within thirty (30) days following opening of bids. Each individual sample must be labeled with Contractor's name, bid number, and item number. Failure of Contractor to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Procurement Management Department.

6.7. Public Award Announcement

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

7. Contract Terms and Conditions

The contract that the City expects to award as a result of this eBid will be based upon the eBid, the successful Contractor's final response as accepted by the City and the contract terms and conditions, which terms and conditions can be downloaded from the Sourcing Event. The "successful Contractor's final response as accepted by the City" shall mean: the response submitted by the awarded Contractor, written clarifications, and any other terms deemed necessary by the City, except that no objection or amendment by a Contractor to the eBid

requirements or the contract terms and conditions shall be incorporated by reference into the contract unless the City has explicitly accepted the Contractor's objection or amendment in writing.

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

Exception to Contract

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

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

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

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

Order of Preference

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

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

8. Payment

To ensure proper payment the awarded Contractor must:

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

9. List of eBid Attachments

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

- ❖ PSL eBid (this document)

Attachments:

- A. Technical Specifications (39 Pages Attached)
- B. Grinder Pump Drawings (3 Pages Attached)
- C. Cost Work Sheet – Schedule A (Mandatory Document)
- D. Contractor Verification form (Mandatory Document)
- E. Cone of Silence and Communication Document from Section 2.1.2 of this eBid (Mandatory Document)
- F. E-Verify Form (Mandatory Document)
- G. Non-Collusion Affidavit (Mandatory Document)
- H. Drug Free Workplace Form (Mandatory Document)
- I. Contractor Information Worksheet / Questionnaire (Mandatory Document)
- J. Certification Regarding Lobbying (Mandatory Document from Prime Contractor & All Subcontractors)
- K. Certification Regarding Debarment (Mandatory Document from Prime Contractor & All Subcontractors)
- L. Buy America Certificate of Compliance (Mandatory Document)
- M. Contractor’s Code of Ethics (Mandatory Document)
- N. Sample Contract (Attached)
- O. Required Federal Provisions (Mandatory Document)

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

PROJECT TECHNICAL SPECIFICATIONS

**FOR
CITY OF PORT ST. LUCIE**



**GRINDER PUMP STATION
ELECTRICAL PANEL REPLACEMENT**

June 2021

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NOT USED

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NOT USED

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NOT USED

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NOT USED

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NOT USED

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NOT USED

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NOT USED

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NOT USED

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NOT USED

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APPENDICES

DIVISION 1

GENERAL REQUIREMENTS

SECTION 01000

SUMMARY OF WORK

PART 1 - GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. The following is a summary of the work required of this CONTRACT.
1. Replacement of existing low pressure grinder electric panels with panels that include generator receptacles for approximately 991 locations within the City of Port St. Lucie. Additionally, this project includes the installation of a two-pole NEMA 3R disconnect installed externally to the homeowner's exterior wall between the homeowner's existing panelboard and new low pressure grinder panel. Grinder control panel and disconnect will be provided by OWNER.
 2. Installation of all required appurtenances to connect the new low pressure grinder control panel to the existing low pressure grinder pump station (conduits, wiring, etc.). Installation of new grinder control panel may require the removal of existing landscaping to meet electrical panel clearance requirements.
 3. CONTRACTOR will coordinate with homeowners for grinder panel replacement. CONTRACTOR will be required to provide the OWNER with an updated construction schedule that lists upcoming grinder panel replacements to the OWNER a minimum of seven days in advance of construction to give the OWNER adequate time to coordinate with the homeowner.
 4. All work necessary to restore the site to existing conditions or better.
 5. CONTRACTOR will be required to pull a building permit for each individual grinder control panel and pay all associated fees.
 6. The extent of the work performed extend no further than the connection to the homeowner's existing two-pole breaker within the existing panelboard. This project will not include any upgrades to the homeowner's existing panelboard.

1.02 WORK BY OTHERS

- A. The CONTRACTOR will diligently perform the scope of work independently of all others who may perform concurrent tasks during execution of the scope of work.
- B. The OWNER reserves the right to add to the work in accordance with the Contract Documents.
- C. The ENGINEER or OWNER's representative reserves the right to, throughout the construction process, perform onsite inspections of the CONTRACTOR and construction process. Documentation of work shall include, but not be limited to, detailed documentation of daily work performed by the CONTRACTOR, and photographs and/or videos of construction.

1.03 WORK SEQUENCE

- A. Sequence of the work will be discussed in detail at the preconstruction conference. The OWNER reserves the right to assign priority to certain areas to accommodate the OWNER's interests.
- B. The CONTRACTOR is responsible to complete the work in the time as set forth by the Contract Documents.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

SECTION 01023

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 PERFORMANCE

- A. Section generally defines unless otherwise indicated, the following:
 - 1. Payment item descriptions.
 - 2. Payment application descriptions.
- B. The cost of temporary facilities, bonds, insurance, attending project meetings, administration, record drawings, policing, and other general duties shall be considered incidental to all items.
- C. The OWNER may direct the CONTRACTOR to install certain portions of the work in advance of other portions without extra payment to the CONTRACTOR.

1.02 RELATED SECTIONS

- A. General Conditions.

1.03 LUMP SUM ITEMS

- A. The lump sum price shall be full compensation for all labor, materials and equipment to satisfactorily complete the installation of the items as shown on the plans and indicated in the details for lump sum bid items.

1.04 UNIT PRICE ITEMS

- A. The ENGINEER or his representative shall determine the number of units of each work item installed.

The unit price shall be full compensation for all labor, equipment and materials to satisfactorily complete the installation of the items as shown on the plans, indicated in the details, and described below.
- B. The omission of reference to any item in this description shall not alter the intent of the bid form or relieve the CONTRACTOR of the necessity of furnishing such as part of the Agreement. No separate payment will be made for any item that is not specifically set forth in the Bid Form, and all costs therefore shall be included in the prices named in the bid form for the various appurtenant items of work.

1.05 BID ITEM DESCRIPTIONS

Bid Item No.	Bid Item Description
1	Bonds, Insurance, and General Conditions This item shall constitute full compensation for general conditions, insurances, shop drawings, temporary facilities, and bonding in accordance with the contract documents for the work associated with the removal and replacement of a grinder control panel. This item shall also include the \$50 fee associated with the Port St. Lucie Building Department Master Submittal and all the CONTRACTOR's work associated with preparing and applying for the master building department submittal and answering any related requests for additional information. Payment for this item shall be on a Lump Sum (LS) basis.
2	Remove and Replace Existing Grinder Pump Control Panel: This item shall constitute full compensation for mobilization, demobilization, preconstruction video, photos, with the contract documents for the work associated with the removal and replacement of a grinder control panel. This line item includes but is not limited to demolition of the existing grinder control panel, installation of the new grinder control panel, modification to the existing panelboards, installation of a new disconnect, installation of all necessary conduits and wiring, coordination with OWNER, restoration of any disturbed facilities including sodding and landscaping, and all other incidentals necessary to successfully replace the grinder pump station control panels as depicted on the construction drawings. Payment for this item shall be per each panel installed (EA).
3	City of Port St. Lucie Individual Building Permits: This item shall constitute full compensation for obtaining individual on-line building permit applications from the City of Port St. Lucie. Work includes preparing the applications, including any required supporting documentation, and the preparation of responses to requests for additional information (RAI) from the Building Department related to the permit application and/or supporting documentation. This item shall include the \$65/address permit application fee. Work shall also include coordinating inspections and closing out each individual permit. Payment for this item shall per each permit closed out (EA).

1.06 SATISFACTORY COMPLETION

- A. Satisfactory completion shall include repair or replacement of damaged landscaping, irrigation systems, pavement or other existing improvements.

1.07 PAYMENT ITEMS

A. Unit Price Bid

1. Payment shall constitute summation of measured quantities multiplied by the respective unit price for items constructed as specified herein and shown on the Engineering Drawings; including installation and removal of all temporary facilities, piping; and supply of all incidental materials, equipment and labor necessary to complete the contemplated Work whether specifically identified herein or not.
2. Partial progress payments will be made at monthly intervals and will be based upon the value of the Work completed on the date that a partial payment application is submitted less deductions for retainage as defined elsewhere. A list of the addresses where the panels were replaced and associated building permits shall be submitted for approval with each partial and final pay request for portions of work completed.

B. Total Lump Sum Bid

1. Full payment shall constitute full reimbursement for the construction of all work as specified herein and shown on the Engineering Drawings; installation and removal of all temporary facilities, piping, and supply of all incidental materials, equipment and labor necessary to complete the contemplated work whether specifically identified herein or not.
2. Partial progress payments will be made at monthly intervals and be based upon the value of the Work completed on the date that a partial payment application is submitted less deductions for retainage as defined elsewhere.

1.08 PAYMENT APPLICATION DESCRIPTION

A. Preparation of Applications:

1. Present required information in type written form, or equivalent.
2. Execute certification by signature of authorized officer.
3. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed.
4. List each authorized Change Order as an extension on the Application for Payment, listing Change Order number and dollar amount as for an original item of Work.

B. Submittal Procedures

1. Submit three copies of each Application for Payment.

Payment Period: Submit monthly as directed by the OWNER.

Submit signed and sealed record Drawings covering work for which payment is being requested.

C. Substantiating Data

1. When OWNER requires substantiating information, submit data justifying dollar amounts in question.
2. Provide one copy of data with cover letter of each copy of application. Show Application number and date, and line item by number and description on each piece of data.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

SECTION 01039

COORDINATION AND MEETINGS

PART 1 – GENERAL

1.01 PERFORMANCE

- A. Section generally defines CONTRACTOR's responsibilities, unless otherwise indicated, for the following:
 - 1. Coordination.
 - 2. Field engineering.
 - 3. Preconstruction conference.
 - 4. Progress meetings.

1.02 COORDINATION

- A. Coordinate scheduling, submittals, and work to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items to be installed later.
- B. Coordinate completion and clean up of Work of separate sections in preparation for Substantial Completion.
- C. Obtain approval from OWNER prior to operating any existing valve.
- D. Limit work area to easements dedicated to OWNER or as otherwise shown on the drawings. Coordinate work with property owners and appropriate permitting agencies. Coordinate only work in public right-of-ways with Authority having jurisdiction.

1.03 PRECONSTRUCTION CONFERENCE

- A. ENGINEER will schedule a conference after Notice of Award.
- B. Attendance Required: OWNER, ENGINEER, and General CONTRACTOR.
- C. Agenda:
 - 1. Designation of personnel representing the parties in Contract, and the ENGINEER.

2. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders and Contract closeout procedures.
3. Scheduling.

1.04 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work as required.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings, record minutes, and distribute copies within two (2) days to ENGINEER, OWNER, participants, and those affected by decisions made at the meeting.
- C. Attendance Required: Job superintendent, major Subcontractors and suppliers, OWNER, ENGINEER, as appropriate to agenda topics for each meeting.
- D. Agenda:
 1. Review minutes of previous meetings.
 2. Review of Work progress.
 3. Field observations, problems, and decisions.
 4. Identification of problems, which impede planned progress.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

SECTION 01300

SUBMITTALS

PART 1 - GENERAL

1.01 PERFORMANCE

- A. Section generally defines CONTRACTOR's responsibilities, unless otherwise indicated, for the following:
 - 1. Submittal Procedures.
 - 2. Construction Progress Schedules.
 - 3. Shop Drawings.
 - 4. Product Data.
- B. Submit to the ENGINEER, shop drawings, project data, samples and miscellaneous work-related submittals required by the Specification Sections. Individual submittal requirements are specified in applicable sections of these Contract Documents.
- C. The ENGINEER's review is only for general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Corrections or comments made on the shop drawings during the ENGINEER's review do not relieve the CONTRACTOR from compliance with the requirements of the Contract Documents. Review of a specific item shall not include approval of an assembly of which the item is a component. The CONTRACTOR is responsible for: dimensions to be confirmed and correlated at the job site; information that pertains to the fabrication processes or to the means, methods, techniques, sequences and procedures of construction; impact on other work; coordination of CONTRACTOR'S Work with that of all other trades; and for performing all work in a safe and satisfactory manner.

1.02 RELATED SECTIONS

- A. **Section 01400** - Quality Control: Manufacturers' field services and reports.
- B. **Section 01780** - Contract Closeout: Contract warranty and manufacturer's certificates, closeout submittals.

1.03 SUBMITTAL PROCEDURES

- A. Transmit each submittal with ENGINEER accepted form. All submittals shall be submitted electronically. Responses to submittals will also be performed electronically.
- B. Sequentially number the transmittal forms. Resubmittals to have original number with an alphabetic suffix.
- C. Identify Project, CONTRACTOR, Subcontractor or supplier; pertinent Drawing sheet and detail number(s), and specification Section number, as appropriate.
- D. Apply CONTRACTOR's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite the Project and deliver to ENGINEER at their business address. Coordinate submission of related items.
- F. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- G. Provide space for CONTRACTOR and ENGINEER review stamps on each submittal.
- H. Only complete submittals will be reviewed. Partial or incomplete submittals for a product will be returned to the CONTRACTOR without review.
- I. Revise and resubmit submittals as required, identify all changes made since previous submittal.
- J. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

1.04 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial progress schedule as required in the “General Conditions.”
- B. Revise and resubmit as required in the “General Conditions.”
- C. Submit revised schedules with each Application for Payment, identifying changes since previous version.

- D. Submit a horizontal bar chart with separate line for each major Section of Work or operation, identifying first work day of each week.
- E. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.
- F. Indicate estimated percentage of completion for each item of Work at submission of each Application for Payment.
- G. At the end of each week, CONTRACTOR shall submit a written 2-week look ahead describing the construction activities that will take place to allow for coordination with Engineer, OWNER, and other parties.

1.05 SHOP DRAWINGS

- A. After review, distribute in accordance with Article on Procedures above and for Record Documents described in **Section 01780** - Contract Closeout.

1.06 PRODUCT DATA

- A. Submit electronically via PDF format.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.
- C. After review, distribute in accordance with Article on Procedures above and provide copies for Record Documents described in **Section 01780** - Contract Closeout.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

SECTION 01360

PRE-CONSTRUCTION AUDIO-VIDEO DOCUMENTATION

PART 1 - GENERAL

1.01 PERFORMANCE

- A. Section generally defines CONTRACTOR's responsibilities, unless otherwise rated, for the following:
 - 1. Audio-Video Documentation.
 - 2. Equipment.
 - 3. Submittals.
 - 4. Technique.
 - 5. Quality Assurance.

1.02 QUALITY ASSURANCE

- A. Documentation shall be performed by a responsible commercial firm known to be skilled and regularly engaged in the preparation of pre-construction color audio-video documentation. **Any Preconstruction video produced by the CONTRACTOR will be immediately rejected.** All preconstruction videos are to be completed by a firm with extensive amount of previous experience in producing preconstruction documentation.
- B. Completed documentation shall reproduce bright, sharp pictures with accurate colors and shall be free from distortion, tearing, rolling, or any other significant picture imperfection. The audio portion of the recording shall reproduce the commentary of the camera operator with proper volume, clarity, and be free of distortion.
- C. Construction shall not proceed until the OWNER and ENGINEER have reviewed the documentation and notified the CONTRACTOR of its acceptability.

1.03 MEASUREMENT AND PAYMENT

- A. No separate payment item is provided for this work. The cost of performing this work shall be incorporated into the bid items or lump sum amount identified on the bid form.

PART 2 - PRODUCTS

2.01 RECORDING EQUIPMENT

- A. Utilize color video camera having:
 - 1. Horizontal Resolution of 350 lines at center.
 - 2. 8:1 Zoom, minimum.
- B. Utilize digital format recorder having:
 - 1. Minimum horizontal resolution of 540 lines, 60 fields.

2.02 RECORDING MEDIA

- A. Utilize new, Digital Video Disc (DVD) having:
 - 1. DVD shall be DVD-R. DVD-RAM shall not be accepted.
 - 2. 4¾ inch diameter discs.
 - 3. High resolution.
 - 4. 4.7 gigabyte storage per layer with two (2) layers, minimum.

PART 3 - EXECUTION

3.01 COVERAGE

- A. Record coverage of all surface features located in the construction's zone of influence (including the proposed storage area(s)) including, but not limited to:
 - 1. Roadways, driveways, sidewalks, fences, gates within the areas in ingress and egress.
 - 2. Exterior property walls and facia.
 - 3. Electrical and breaker panels.
 - 4. Landscaping, trees, shrubbery, irrigation heads, meters.
- B. Record the individual features of each item with particular attention being focused upon the existence of any faults, fractures, or defects.

- C. Control pan rate, rate of travel, camera height and zoom rate to maintain a steady clear view at all times.
- D. Limit recorded coverage to one (1) side of any street at any one time.
- E. Create a single, continuous, unedited recording that begins and ends within each portion of a particular construction area. The recording shall proceed in the direction of ascending baseline stationing.

3.02 AUDIO CONTENT

- A. Simultaneously record audio content during videotaping.
- B. Audio recording shall assist in viewer orientation and in any needed identification, clarification, or description of features being recorded.
- C. Audio recording will only consist of camera operator commentary.

3.03 INDEXING

- A. Permanently label each DVD with a sequential DVD number and the project name.
- B. Index each DVD with a digital record of the time and date of the recording that is continuously displayed as the DVD is played.
- C. Prepare a written log which describes the contents of each DVD including:
 - 1. Structure/location names.
 - 2. Coverage begin/end, station and location.
 - 3. Recording date.

3.04 CONDITIONS

- A. Record coverage during dry, clear weather and during daylight hours only.
- B. Record coverage when the area to be covered is free of debris or obstructions.
- C. Record coverage no more than fifteen (15) days prior to the start of construction.

END OF SECTION

SECTION 01400
QUALITY CONTROL

PART 1 - GENERAL

1.01 PERFORMANCE

- A. Section generally defines CONTRACTOR's responsibilities, unless otherwise indicated, for the following:
 - 1. Quality assurance and control of installation.
 - 2. References.
 - 3. Inspection services.

1.02 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply fully with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from ENGINEER before proceeding.
- D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality.
- F. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

1.03 REFERENCES

- A. Conform to reference standard as identified in each individual technical specification section.
- B. Should specified reference standards conflict with Contract Documents, request clarification from ENGINEER before proceeding.

- C. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by any reference standard or document.

1.04 INSPECTION SERVICES

- A. OWNER will inspect the demolition and installation of the work at each location prior to CONTRACTOR demobilizing from each site. Inspection services must be performed between the hours of 8:00 AM and 3:30 PM Monday through Friday.
- B. CONTRACTOR shall coordinate the necessary building department inspections.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 - GENERAL

1.01 PERFORMANCE

- A. Section generally defines CONTRACTOR's responsibilities, unless otherwise indicated, for the following:
 - 1. Products.
 - 2. Transportation and handling.
 - 3. Storage and protection.
 - 4. Product options.
 - 5. Substitutions.

1.02 RELATED SECTIONS

- A. Instructions to Bidders: Product options and substitution procedures.
- B. **Section 01400** - Quality Control: Product quality monitoring.

1.03 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.

1.04 TRANSPORTATION AND HANDLING

- A. Transport and handle Products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to assure that Products comply with requirements, quantities are correct, and Products are undamaged.

- C. Provide equipment and personnel to handle Products by methods which prevent soiling, disfigurement, or damage.

1.05 STORAGE AND PROTECTION

- A. Store and protect Products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive Products in weather-tight, climate controlled enclosures.
- B. For exterior storage of fabricated Products, place on secure supports, above ground.
- C. Provide off-site storage and protection when site does not permit on-site storage or protection. On-site storage of products must be approved by the OWNER and ENGINEER prior to delivery.
- D. Cover Products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- E. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- F. Arrange storage of Products to permit access for inspection. Periodically inspect to assure Products are undamaged and are maintained under specified conditions.

1.06 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any Product meeting those standards or description.
- B. Products Specified by Naming One (1) or More Manufacturers: Products of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One (1) or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

1.07 SUBSTITUTIONS

- A. Instructions to Bidders specify time restrictions for submitting requests for Substitutions during the bidding period to requirements specified in this Section.
- B. Substitutions may be considered when a Product becomes unavailable through no fault of the CONTRACTOR.

- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. A request constitutes a representation that the Bidder:
 - 1. Has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product.
 - 2. Will provide the same warranty for the Substitution as for the specified Product.
 - 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to OWNER.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
 - 5. Will reimburse OWNER for review or redesign services associated with re-approval by the ENGINEER or governing authorities.
- E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals without separate written request, or when acceptance will require revision to the Contract Documents.
- F. Substitution Submittal Procedure:
 - 1. Submit three copies of request for Substitution for consideration. Limit each request to one (1) proposed Substitution.
 - 2. Submit shop drawings, Product data, and certified test results attesting to the proposed Product equivalence.
- G. The ENGINEER will notify CONTRACTOR, in writing, of decision to accept or reject request.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

SECTION 01750

GENERAL REQUIREMENTS

PART 1 - GENERAL

1.01 PERFORMANCE

- A. Section generally defines CONTRACTOR's responsibilities, unless otherwise indicated, for the following:
 - 1. Preservation of Property.
 - 2. CONTRACTOR's Responsibility.
 - 3. Progress of Work.
 - 4. OSHA.
 - 5. Hours of Operation.

1.02 PRESERVATION OF PROPERTY

- A. Preserve from damage all property along the line of the 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.
- B. Wherever such property is damaged due to the activities of the CONTRACTOR, it shall be immediately restored to its original condition by the CONTRACTOR at no cost to the OWNER. All areas disturbed by construction activities shall be immediately restored to existing conditions or better.
- C. In case of failure on the part of the CONTRACTOR to restore such property, or make good such damage or injury, the OWNER may, after 48 hours notice to the CONTRACTOR, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due or which may become due the CONTRACTOR under this contract.

1.03 CONTRACTOR'S RESPONSIBILITY

- A. The CONTRACTOR shall be held strictly responsible for all parts of the work.

- B. If failures in the Work develop within one year from the date of final acceptance, the CONTRACTOR shall be required to replace all faulty material at his full expense. A one (1) year warranty walkthrough shall be attended by the CONTRACTOR with the ENGINEER and the OWNER.
- C. The CONTRACTOR is advised to purchase material under a guarantee from the manufacturer, guaranteeing proper service under conditions that are established by the drawings, specifications and local conditions.
- D. The CONTRACTOR shall also be responsible for the following:
1. Charges by others for assistance to the CONTRACTOR for such work as supporting, replacing, moving or providing protection for their facilities as necessitated by the CONTRACTOR's operation.
 2. All costs of restoration of the work site to condition equal or better than prior to construction, including landscaping and irrigation systems.
 3. All costs of restoration of pavements and structures damaged by the CONTRACTOR's operation. Likewise the CONTRACTOR shall pay all costs of restoring all work areas and all areas where construction materials are stored, whether new materials to be installed or materials removed from the work area incidental to the work solely to the satisfaction of the OWNER.
 4. All public liability, property damage and contractual liability insurance required by others to permit the CONTRACTOR's operation.
- E. The CONTRACTOR shall plan and execute construction activities by methods to control vibration to prevent damage to surrounding foundations, structures, and buildings. The CONTRACTOR shall submit to the ENGINEER, plans to mitigate the construction noise and vibration impacts and comply with the noise and vibration criteria specified herein, including the method of construction and treatments if necessary. The CONTRACTOR shall protect all existing structures from damage from vibration activities. Vibration and noise control and compliance are the sole responsibility of the CONTRACTOR.
- F. All equipment shall be in accordance with local noise ordinances and OWNERS requirements for the applicable working hours. The CONTRACTOR shall be required to keep within noise requirements during all phases of the work. The maximum allowable noise at the project site boundaries is 85 decibels or 15 decibels above background, whichever is less. Noise abatement may require an acoustical sound barrier wall, enclosures or other means to minimize noise. Mitigation of noise to allowable levels is considered incidental to the Work and does not constitute additional payment to the CONTRACTOR. Noise control and compliance are the sole responsibility of the CONTRACTOR.

1.04 PROGRESS OF WORK

- A. If at any time, the materials and appliances to be used appear to the ENGINEER as insufficient or improper for securing the quality of work or rate of progress required for the project, he may order the CONTRACTOR to increase his efficiency or improve the character of work.
- B. The failure of the ENGINEER to demand any increase of such efficiency or improvement shall not release the CONTRACTOR from his obligation to secure the quality of work or the rate of progress necessary to complete the work within the limits imposed by the Contract.

1.05 OSHA

- A. Bidders must comply with the Department of Labor, Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-956) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54).

1.06 HOURS OF OPERATION

- A. The CONTRACTOR is hereby informed and understands that certain noise between the hours of 4:00 PM and 8:00 AM is restricted. All stations must be out of service for no longer than 4 hours and must be placed into service prior to the end of day. Therefore, the work is restricted during these hours, unless emergency conditions exist that are endangering life or property, as may be determined by the ENGINEER.
- B. The CONTRACTOR will not be authorized to work Saturdays, Sundays or holidays unless the CONTRACTOR agrees to reimburse the OWNER for all expenses incurred and provided that such work is prior to the commencement of work.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

SECTION 01780

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 SUBMITTALS

A. Informational Submittals:

1. Submit prior to application for final payment.
 - a. Written certification that Contract Documents have been reviewed, Work has been inspected, and that the Work is complete in accordance with the Contract Documents and ready for ENGINEER's inspection.
 - b. Approved Shop Drawings and Samples: As required in General Conditions.
 - c. Special Bonds, Special Guarantees, and Service Agreements.
 - d. Consent of Surety to Final Payment: As required in General Conditions.
 - e. Releases of Waivers of Liens and Claims: As required in General Conditions.
 - f. Releases from Agreements.
 - g. Final Application for Payment: Submit in accordance with procedures and requirements stated in **Section 01023**-Measurement and Payment.

1.02 RELEASES FROM AGREEMENTS

- A. Furnish OWNER written releases from property owners or public agencies where side agreements or special easements have been made, or where CONTRACTOR's operations have not been kept within the OWNER's construction right-of-way.
- B. In the event CONTRACTOR is unable to secure written releases:
1. Inform OWNER of the reasons.

2. OWNER or its representatives will examine the site, and OWNER will direct CONTRACTOR to complete the WORK that may be necessary to satisfy terms of the side agreement or special easement.
3. Should CONTRACTOR refuse to perform this Work, OWNER reserves right to have it done by separate contract and deduct cost of same from Contract Price, or require CONTRACTOR to furnish a satisfactory Bond in a sum to cover legal claims for damages.
4. When OWNER is satisfied that the Work has been complete in agreement with Contract Documents and terms of side agreement or special easement, right is reserved to waive requirement for written release if: (i) CONTRACTOR's failure to obtain such statement is due to grantor's refusal to sign, and this refusal is not based upon any legitimate claims that CONTRACTOR has failed to fulfill terms of side agreement or special easement, or (ii) CONTRACTOR is unable to contact or has had undue hardship in contacting grantor.

1.03 WARRANTIES

- A. Provide duplicate notarized copies.
- B. Execute and assemble documents from Subcontractors, suppliers and manufacturers.
- C. Submit prior to the final Application for Payment.
- D. For items of work delayed beyond date of Substantial Completion, provide updated submittal within ten (10) days after acceptance, listing date of acceptance as start of warranty period.
- E. Provide operation and maintenance documentation.
- F. CONTRACTOR shall attend a One-Year walkthrough and resolve any issues at his own expense.

PART 2 – PRODUCTS

NOT USED

PART 3 - EXECUTION

3.01 FINAL CLEANING

- A. At completion of the Work or of a part thereof and immediately prior to CONTRACTOR's request for certificate of Substantial Completion; or if no certificate is issued, immediately prior to CONTRACTOR's notice of completion, clean entire site or parts thereof, as applicable.
 - 1. Leave the Work and adjacent areas affected in a cleaned condition satisfactory to OWNER.
 - 2. Remove grease, dirt, dust, paint or plaster splatter, stains, labels, fingerprints, and other foreign materials from exposed surfaces.
 - 3. Broom clean exterior paved driveways and parking areas.
 - 4. Hose clean sidewalks, loading areas, and other areas contiguous with principal structures.
 - 5. Rake clean all other surfaces.
 - 6. Leave water courses, gutters, and ditches open and clean.
- B. Adjust operating products and equipment to ensure smooth and unhindered operation.

END OF SECTION

DIVISION 16

ELECTRICAL REQUIREMENTS

SECTION 16050

BASIC MATERIALS AND METHODS

PART 1 – GENERAL

1.01 SUBMITTALS

- A. Submit data sheets on all items per **Section 01300 - Submittals**.

1.02 CODES AND STANDARDS

- A. General applicable provisions of the following codes and standards and other codes and standards required by the State of Florida and local jurisdictions are hereby imposed on a general basis for electrical work (in addition to specific applications specified by individual work sections of these specifications):
 1. U.L.: Electrical materials shall be approved by the Underwriters' Laboratories, Inc. This applies to materials which are covered by U.L. standards. Factory applied labels are required.
 2. National Electrical Code, NFPA 70
 3. OSHA: Standard of the Occupational Safety and Health Administration are to be complied with.
 4. NEMA: National Electrical Manufacturers Association Standards are to be met wherever standards have been established by that agency, and proof is specifically required with material submittals for switchboards, motor control centers, panelboards, cable trays, motors, switches, circuit breakers, and fuses.
 5. ANSI: American National Standards Institute
 6. NESC: National Electrical Safety Code
 7. NFPA 820

PART 2 – PRODUCTS

2.01 GROUNDING MATERIALS

- A. All ground rods shall be 10-foot 5/8” copperclad, unless otherwise indicated.
- B. Ground wires shall be soft drawn copper sized per National Electrical Code, unless otherwise indicated.

2.02 CONDUIT

- A. PVC Conduit
 - 1. PVC conduit shall be Schedule 80 or Schedule 40 unless otherwise noted and shall be U.L. approved. Comply with Federal Spec WC-1094 and NEMA TC-1.
- B. Flexible Conduit
 - 1. All flexible conduits shall be liquidtight, made of corrosion resistant plated steel with extruded polyvinyl covering and watertight connectors.
- C. PVC Coated RGS
 - 1. PVC coated Rigid galvanized steel conduit system shall be coated inside and outside; provided by Permacoat or Robroy or equal. All fittings used on PVC coated RGS conduits shall also be PVC coated fittings and shall be used for the entire run where RGS PVC coated conduits are called.
- D. Conduit Sealing Hubs
 - 1. Conduit sealing hubs shall be Crouse Hinds ESSG-iron alloy with Chico X Fiber and Chico A sealing compound. Armored gaskets and locknuts shall be provided. Standard finish.

2.03 CABLE, WIRE AND CONNECTORS

- A. 600-Volt Power Wiring
 - 1. Individual conductors shall be rated for 600-volts and shall meet the requirements below:

- a. Conductors shall be stranded.
 - b. All wire shall be brought to the job in unbroken packages and shall bear the date of manufacturing; not older than 12 months.
 - c. Type of wire shall be THWN except where required otherwise by the contract drawings.
 - d. No wire smaller than No. 12 gauge shall be used unless specifically indicated.
 - e. Conductor metal shall be copper.
 - f. All conductors shall be meggered after installation. Megger testing shall exceed 50 mega ohms.
2. Multi-conductor cables shall be type TC UL 1277 THWN, PVC jacketed 600V with conductor and quantities as indicated.

B. Instrumentation and Control Cable

1. Process instrumentation wire shall be 16-gauge twisted pair, 600 V., aluminum tape shielded, polyvinyl chloride jacketed, as manufactured by the American Insulated Wire Co., Eaton Corp., or equal. Multiconductor cables with individually shielded twisted pairs shall be installed where indicated.
2. Multiconductor control cable shall be stranded 14-gauge, 600 V. THWN insulated overall shielded with PVC jacket, as manufactured by the American Insulated Wire Co., Eaton Corp., or equal.

2.04 TERMINATIONS AND SPLICES (600 VOLTS AND LESS)

- A. Terminations of power cable shall be by means of U.L. approved connectors. All connectors shall meet U.L. 486B and shall be compatible with the conductor material.
- B. Terminate all control and instrumentation cable with fork type compression lugs.

- C. Splicing of power, control, or instrumentation wiring will not be allowed except by written approval of the ENGINEER. Where splicing is allowed, splices shall be made with approved compression connectors, and splices shall be made waterproof regardless of location.

2.05 BOXES

- A. Boxes for wiring devices, switches and receptacles installed outdoors shall be weatherproof fiberglass with polycarbonate cover plates.

2.06 PULL BOXES AND SPLICE BOXES

- A. Location
 - 1. Units used outdoor or in a damp or corrosive environment shall be 316 ss or fiberglass unless otherwise indicated on plans.
 - 2. Units used indoors in dry and clean environments shall be NEMA 1.
- B. Size
 - 1. Units shall be sized per NEC as minimum.
- C. Required Units
 - 1. Plans depict minimum requirements. Additional units shall be provided as may be required to complete raceway systems.

2.07 MOUNTING AND SUPPORTING ELECTRICAL EQUIPMENT

- A. Furnish and install all supports, hangers, and inserts required to mount fixtures, conduits, cables, pull boxes, and other equipment.
- B. Support system used indoors in clean, dry and air-conditioned areas shall be galvanized steel.
- C. Perforated straps and wires are not permitted for supporting electrical devices. Anchors shall be of approved types.
- D. All supports, hangers, hardware, etc. used outdoors or in corrosive atmosphere or in hazardous areas shall be non-ferrous, corrosion

resistant or 316 stainless steel. Supports shall be selected to avoid galvanic reactions. Support devices shall be submitted for approval.

- E. Provide trapeze, bridge systems or wall bracketed cantilevered system to support the raceway system.
- F. Spacing of support systems shall be per NEC. Provide spacing of conduits according to the NEC and the materials used. For PVC conduit, refer to NEC table 347-8.
- G. Plans depict minimum requirements. Provide additional units as required to complete raceway system.
- H. Refer to material schedule on plans. These specified requirements shall apply to all requirements not included in the material schedule.

2.08 SAFETY DISCONNECT SWITCH

- A. Disconnects shall be provided by OWNER. Refer to the drawings for additional information.
- B. CONTRACTOR shall provide NEMA 3R wall-mounted enclosure for the disconnect.
- C. Provide auxiliary contracts as may be required by plans.
- D. Units shall be padlockable.

PART 3 – EXECUTION

3.01 GROUNDING

- A. Provide ground system as indicated on the drawings and as required by the National Electrical Code.
- B. All raceways require grounding conductors. Metallic raceways are not adequate grounding paths. Bonding conductors through the raceway systems shall be continuous from main switch ground buses to panel ground bars of the panelboards, and from panel grounding bars of panelboards and motor control centers to branch circuit outlets, motors, lights, etc. **THESE GROUND CONDUCTORS ARE REQUIRED THROUGHOUT THE**

PROJECT REGARDLESS OF WHETHER CONDUIT RUNS
SHOW GROUND CONDUCTORS ON THE DRAWINGS.

- C. All connections made below grade shall be of the exothermic type.
- D. The grounding system test shall not exceed a 48-hour span dry resistance of 10 ohms. Additional grounding to meet this requirement shall be installed at no extra cost. Grounding and bonding connections shall not be painted.

3.02 CONDUIT

A. Locations:

Conduits shall be used as follows:

1. Refer to schedule on plans.

B. Installation

1. Conduits subjected to rough handling or usage shall be removed from the premises.
2. Conduits must be kept dry and free of water or debris with approved pipe plugs or caps. Care shall be given that plugs or caps be installed before pouring of concrete.
3. Where conduits pass through exterior concrete walls or fittings below grade, the entrances shall be made watertight.
4. Infurred ceilings, conduit runs shall be supported from structure, not furring.
5. Conduits entering panelboards, pull boxes, or outlet boxes shall be secured in place by galvanized locknuts and bushings, one (1) locknut outside and one (1) locknut inside of box with bushing on conduit end. The locknuts shall be tightened against the box without deforming the box. Bushings shall be of the insulating type.
6. Field conduit bends shall be made with standard tools and equipment manufactured especially for conduit bending.
7. Where embedded conduits cross expansion joints, furnish and install offset expansion joints or sliding expansion

joints. Sliding expansion joints shall be made with straps and clamps.

8. Exposed runs of conduits shall be installed with runs parallel or perpendicular to walls, structural members or intersections of vertical planes and ceilings, with right angle turns consisting of symmetrical bends. No attempts are made in plans to show required pull boxes, gutters, etc. necessary for the construction of the raceway system but the CONTRACTOR shall provide these raceways as may be required.
9. Conduits in structural slabs shall be placed between the upper and the lower layers of reinforcing steel, requiring careful bending of conduits. Conduits embedded in concrete slabs shall be spaced not less than eight (8) inches on centers or as widely spaced as possible where they converge at panels or junction boxes. Conduits running parallel to slab supports, such as beams, columns and structural walls shall be installed not less than 12 inches from such supporting elements. To prevent displacement during concrete pour, saddle supports for conduit, outlet boxes, junction boxes, inserts, etc., shall be secured.
10. Conduit runs shall always be concealed except where indicated on plans.
11. Pull lines shall be installed in all empty conduits. All pull wires shall be identified with conduit number at each end.
12. Where conduits are run individually, they shall be supported by approved pipe straps secured by means of toggle bolts or tapcons on hollow masonry; tapcons on concrete or solid masonry; machine screws or bolts on metal surfaces and wood screws on wood construction. The use of perforated straps or wires will not be permitted.
13. Wire shall not be installed until all work of any nature that may cause damage is completed, including pouring of concrete. Mechanical means shall not be used in pulling in wires No. 8 or smaller.
14. Underground conduits not under concrete slabs are to be buried at least two (2) feet below finished grade for circuits rated 600 volts or less, except under traffic areas where

motor vehicles may cross. Under traffic areas, conduits are to be buried at least three (3) feet below finished grade.

15. All conduits shall be cleaned by pulling a brush swab through before installing cables.
16. All conduits shall be sealed at each end with electrical putty. Special care shall be taken at all equipment where entrance of moisture could be detrimental to equipment. Approved backing gauze is required prior to the installation of conduit putty.
17. No more than two (2) feet in length of flexible conduit shall be used at connections of all motors, transformers, motor operated valve and gates, instruments and other items of equipment where vibration is present. It shall be supported where required with stainless steel bands.
20. PVC conduit shall be supported to walls and slabs using carlon snap strap conduit wall hangers. Two hole PVC conduit clamps shall not be permitted.

3.03 WIRES, CABLES AND CONNECTIONS

- A. Cables pulled into conduits shall be pulled using pulling eyes attached to conductors.
- B. Shields shall be grounded at only one termination point.

3.04 BOXES

- A. Installation of boxes shall be in accordance with the National Electrical Code requirements.
- B. Boxes shall be mounted plumb and level in accessible locations and mounting shall be secure, vibration resistant and galvanically compatible. Hardware shall be used that is specifically intended for the purpose. When mounted in corrosive, damp or wet locations, stainless steel hardware shall be utilized.

3.05 WIRING DEVICES

- A. Wiring devices shall be installed in device boxes approved for the application. All connections shall be made with screw terminals. Wiring devices shall be Leviton or approved equal.

- B. Wire devices on UPS systems shall be isolated ground, colored orange.
- C. Cover plates shall be provided as follows except as otherwise noted.
 - 1. Interior finished area – brush alum.
 - 2. Wet areas – gasketed plastic with flip cover.
- D. Receptacles installed outdoors, below grade, or in areas other than clean and dry environments shall be GFI and weatherproof.

3.06 SUPPORTING DEVICES

- A. All items shall be supported from the structural portion of the building and studs, except standard ceiling mounted lighting fixtures and small devices may be supported from ceiling system where permitted by the ENGINEER. However, no sagging of the ceiling will be permitted. Supports and hangers shall be types approved by Underwriters' Laboratories.
- B. All floor-mounted devices (switchboards, motor control centers, transformers, etc.) shall be securely anchored to the floors. Where recommendations are made by manufacturer, these recommendations shall be followed.

3.07 CLEANING

- A. All electrical equipment enclosures shall be thoroughly cleaned before acceptable by the OWNER. As a minimum, CONTRACTOR shall remove all debris including stripped wire insulation, dirt, empty Dunkin Donut cups, etc.

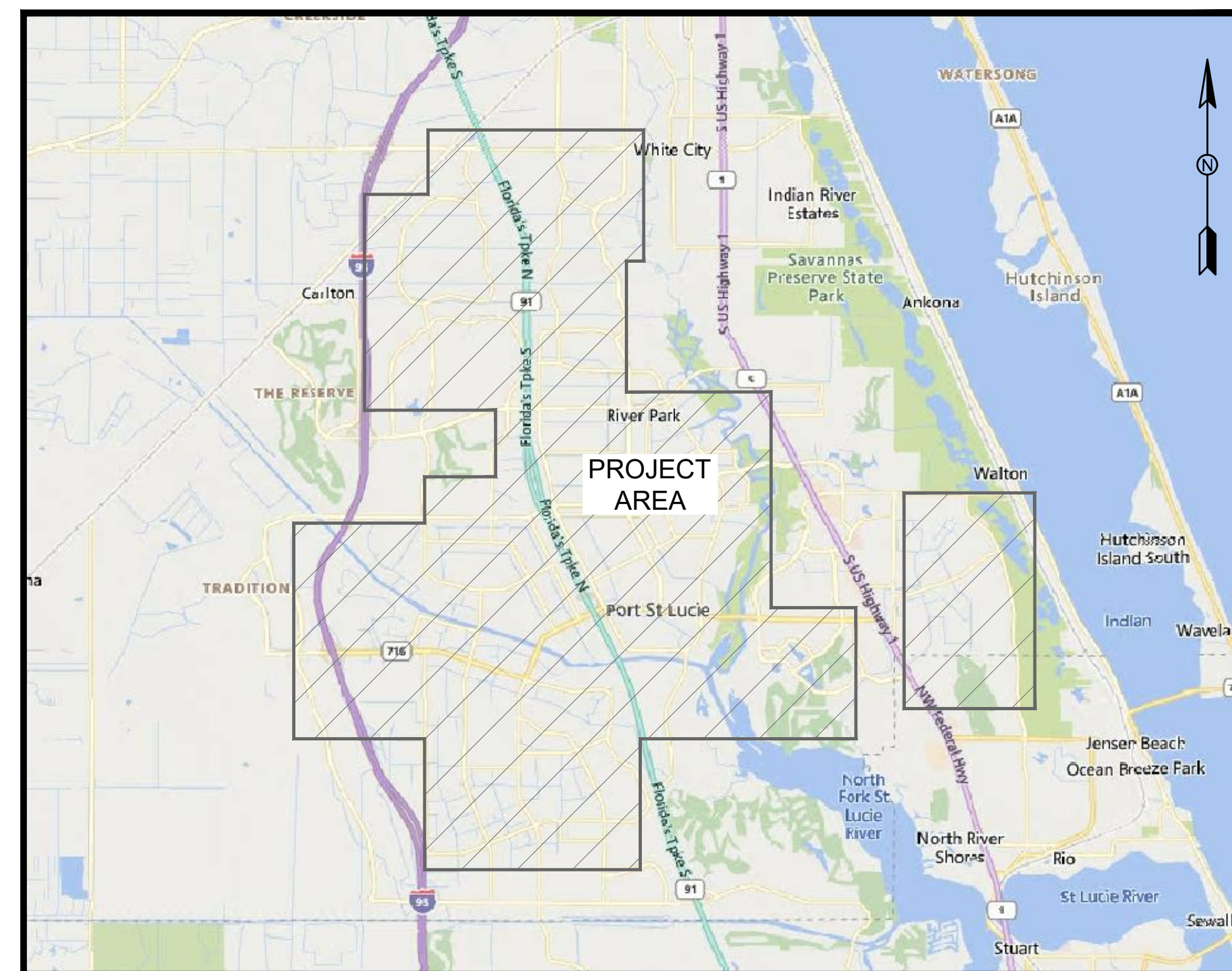
END OF SECTION



GRINDER PUMP STATION ELECTRICAL PANEL REPLACEMENTS

PREPARED FOR
CITY OF PORT ST. LUCIE

ST. LUCIE COUNTY, FLORIDA



VICINITY MAP

NTS

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JUNE 2021

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Table with 4 columns: SITE ADDRESS, LATITUDE, LONGITUDE, SHEET No. Contains 60 rows of site data.

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CITY OF PORT ST. LUCIE GRINDER PUMP STATION ELECTRICAL PANEL REPLACEMENTS

PANEL SITE LOCATION LIST

HOLTZ CONSULTING ENGINEERS, INC.

607 SW ST. LUCIE CRESCENT, SUITE 103 STUART, FLORIDA 34994 PH. (772) 919-4905 Cert. No. 26960

Drawing Name: P:\PROJECTS\City of Port St. Lucie\GIS\Map Applications\Panel for 1000 residents\GIS\Overage\Viewer And Detailing\Layout\North Panel List.dwg Date: 2/12/2021 11:32 AM Printed by: Russel Ryan - HOLTZ CONSULTING ENGINEERS

SITE ADDRESS	LATITUDE	LONGITUDE	SHEET No.
549 NW Cornell Avenue	27.332186	-80.363712	C-3
128 NW Curry Street	27.319823	-80.356616	C-3
134 NW Curry Street	27.320051	-80.356616	C-3
158 NW Curry Street	27.320925	-80.356606	C-3
325 NW Curry Street	27.324064	-80.356055	C-3
199 NW Curry Street	27.321836	-80.356055	C-3
161 NW Curry Street	27.320267	-80.356019	C-3
193 NW Curry Street	27.321609	-80.356055	C-3
374 NW Curry Street	27.325416	-80.356607	C-3
161 NW Curtis Street	27.320277	-80.355169	C-3
349 NW Curtis Street	27.323871	-80.355182	C-3
350 NW Curtis Street	27.324072	-80.355644	C-3
6750 NW Daffodil Lane	27.343262	-80.367097	C-3
6769 NW Daffodil Lane	27.341298	-80.367279	C-3
6935 NW Daffodil Lane	27.339092	-80.365626	C-3
374 NW Dearman Street	27.326134	-80.368888	C-3
326 NW Dearman Street	27.324369	-80.368834	C-3
308 NW Dearman Street	27.323701	-80.368866	C-3
307 NW Dearman Street	27.323734	-80.368366	C-3
349 NW Dearman Street	27.32528	-80.368366	C-3
344 NW Dearman Street	27.325043	-80.368888	C-3
6960 NW Denargo Street	27.339602	-80.364778	C-3
361 NW Dorchester Street	27.324505	-80.359964	C-3
141 NW Dorchester Street	27.320055	-80.359909	C-3
145 NW Dorchester Street	27.320237	-80.359909	C-3
302 NW Dorchester Street	27.32332	-80.360406	C-3
106 NW Dorchester Street	27.318325	-80.360382	C-3
154 NW Dorchester Street	27.320905	-80.360429	C-3
107 NW Dorchester Street	27.318897	-80.359931	C-3
171 NW Dorchester Street	27.321144	-80.35991	C-3
160 NW Doreen Street	27.320476	-80.367931	C-3
151 NW Doreen Street	27.320489	-80.367453	C-3
112 NW Doreen Street	27.319203	-80.367931	C-3
136 NW Doreen Street	27.31984	-80.367931	C-3
6707 NW Dorothy Street	27.342144	-80.36506	C-3
6901 NW Dorothy Street	27.340917	-80.36506	C-3
6703 NW Dorothy Street	27.341626	-80.364799	C-3
6913 NW Dorothy Street	27.339663	-80.364447	C-3
6859 NW Dragon Street	27.343486	-80.366713	C-3
6741 NW Duke Avenue	27.344353	-80.367409	C-3
6727 NW Duke Avenue	27.344359	-80.365539	C-3
730 NW Dupre Street	27.335978	-80.369889	C-3
786 NW Dupre Street	27.33689	-80.369932	C-3
5219 NW Edgerton Terrace	27.342268	-80.363396	C-3
5110 NW Edgerton Terrace	27.342108	-80.35928	C-3
5150 NW Egret Avenue	27.339677	-80.361396	C-3
5406 NW Emblem Street	27.34249	-80.364147	C-3
5456 NW Empress Circle	27.344421	-80.359837	C-3
5453 NW Empress Circle	27.343998	-80.360225	C-3
5451 NW Empress Circle	27.343931	-80.360482	C-3
5457 NW Empress Circle	27.343962	-80.359703	C-3
5483 NW Empress Circle	27.343612	-80.36021	C-3
5493 NW Evanston Avenue	27.343552	-80.361754	C-3
5495 NW Evanston Avenue	27.343567	-80.361972	C-3
4722 NW Ever Road	27.339699	-80.356012	C-3
5161 NW Ever Road	27.339121	-80.36145	C-3
4932 NW Ever Road	27.338389	-80.357448	C-3
5101 NW Ever Road	27.338936	-80.360595	C-3
5141 NW Ever Road	27.338906	-80.361134	C-3
412 NW Fairfax Avenue	27.333461	-80.359797	C-3
558 NW Fairfax Avenue	27.333462	-80.363918	C-3
451 NW Fairfax Avenue	27.333924	-80.36058	C-3
590 NW Fairfax Avenue	27.333452	-80.36493	C-3
542 NW Fairfax Avenue	27.333396	-80.363451	C-3
510 NW Fairfax Avenue	27.333463	-80.36245	C-3
526 NW Fairfax Avenue	27.333453	-80.362972	C-3
589 NW Fairfax Avenue	27.333892	-80.365038	C-3
345 NW Fairfax Avenue	27.333892	-80.356186	C-3
472 NW Fairfax Avenue	27.333439	-80.361124	C-3
566 NW Fairfax Avenue	27.333366	-80.364179	C-3
582 NW Fairfax Avenue	27.333434	-80.364669	C-3
462 NW Fairfax Avenue	27.333421	-80.360862	C-3

SITE ADDRESS	LATITUDE	LONGITUDE	SHEET No.
792 NW Fairhaven Drive	27.333885	-80.367888	C-3
682 NW Fairhaven Drive	27.333053	-80.370323	C-3
692 NW Fairhaven Drive	27.333247	-80.370171	C-3
752 NW Fairhaven Drive	27.333884	-80.368866	C-3
762 NW Fairhaven Drive	27.33389	-80.368627	C-3
672 NW Fairhaven Drive	27.33288	-80.370454	C-3
5094 NW Fawn Street	27.347401	-80.361537	C-3
442 NW Ferris Drive	27.32836	-80.36025	C-3
398 NW Ferris Drive	27.328297	-80.358753	C-3
276 NW Ferris Drive	27.326277	-80.353554	C-3
224 NW Ferris Drive	27.326314	-80.351792	C-3
261 NW Ferris Drive	27.326783	-80.353315	C-3
393 NW Ferris Drive	27.328826	-80.358677	C-3
4926 NW Fitzgerald Avenue	27.346805	-80.359454	C-3
4978 NW Fitzgerald Avenue	27.346689	-80.35997	C-3
4952 NW Fitzgerald Avenue	27.346762	-80.359709	C-3
4951 NW Fitzgerald Avenue	27.346425	-80.359067	C-3
4988 NW Flintstone Avenue	27.34847	-80.360018	C-3
4987 NW Flintstone Avenue	27.34802	-80.360539	C-3
761 NW Floresta Drive	27.327743	-80.370454	C-3
725 NW Floresta Drive	27.327774	-80.368932	C-3
622 NW Floresta Drive	27.327278	-80.367018	C-3
569 NW Floresta Drive	27.327518	-80.365234	C-3
267 NW Floresta Drive	27.325917	-80.353271	C-3
528 NW Floresta Drive	27.325976	-80.36332	C-3
552 NW Floresta Drive	27.326709	-80.364712	C-3
409 NW Floresta Drive	27.325984	-80.358825	C-3
417 NW Floresta Drive	27.325999	-80.359042	C-3
261 NW Floresta Drive	27.325899	-80.353068	C-3
207 NW Floresta Drive	27.325917	-80.351313	C-3
440 NW Floresta Drive	27.325532	-80.359536	C-3
4900 NW Forlano Street	27.347518	-80.358291	C-3
4919 NW Forlano Street	27.346136	-80.358316	C-3
4949 NW Foxworth Avenue	27.345974	-80.359043	C-3
4971 NW Foxworth Avenue	27.345827	-80.360372	C-3
132 NW Friar Street	27.319819	-80.366974	C-3
308 NW Friar Street	27.323729	-80.366974	C-3
186 NW Friar Street	27.32191	-80.366974	C-3
180 NW Friar Street	27.321592	-80.366974	C-3
174 NW Friar Street	27.321365	-80.366974	C-3
4634 NW Gastonia Street	27.343934	-80.356297	C-3
4612 NW Gastonia Street	27.342776	-80.356319	C-3
4601 NW Gimlet Avenue	27.341981	-80.35592	C-3
4531 NW Glazbrook Street	27.343536	-80.35586	C-3
574 NW Goldcoast Avenue	27.33528	-80.364408	C-3
558 NW Goldcoast Avenue	27.335247	-80.363929	C-3
581 NW Goldcoast Avenue	27.335686	-80.36469	C-3
544 NW Goldcoast Avenue	27.335256	-80.363407	C-3
233 NW Goldcoast Avenue	27.335731	-80.354514	C-3
225 NW Goldcoast Avenue	27.33576	-80.354272	C-3
549 NW Goldcoast Avenue	27.335729	-80.363668	C-3
538 NW Goldcoast Avenue	27.335241	-80.36319	C-3
441 NW Goldcoast Avenue	27.335676	-80.360928	C-3
232 NW Goldcoast Avenue	27.335265	-80.354332	C-3
354 NW Granada Street	27.324837	-80.363277	C-3
551 NW Granada Street	27.329938	-80.358786	C-3
561 NW Granada Street	27.330163	-80.358789	C-3
6973 NW Hartney Way	27.33916	-80.354141	C-3
531 NW Haven Street	27.329469	-80.36069	C-3
133 NW Heather Street	27.319808	-80.365495	C-3
320 NW Heather Street	27.324048	-80.365995	C-3
6916 NW Hershy Circle	27.340364	-80.351183	C-3
6914 NW Hershy Circle	27.3405	-80.351414	C-3
6959 NW Hershy Circle	27.339649	-80.352009	C-3
6940 NW Hershy Circle	27.338234	-80.351923	C-3
6942 NW Hershy Circle	27.338252	-80.352184	C-3
6922 NW Hershy Circle	27.339713	-80.350965	C-3
356 NW Hogan Street	27.324949	-80.362276	C-3
6808 NW Hogate Circle	27.341585	-80.352513	C-3
6832 NW Hogate Circle	27.341965	-80.353133	C-3
6821 NW Hogate Circle	27.34135	-80.353321	C-3
417 NW Hutchins Street	27.326368	-80.354533	C-3

SITE ADDRESS	LATITUDE	LONGITUDE	SHEET No.
409 NW Hutchins Street	27.32614	-80.354533	C-3
4865 NW Ironton Avenue	27.339317	-80.357709	C-3
4822 NW Irrington Terrace	27.341332	-80.356621	C-3
4742 NW Irrington Terrace	27.340911	-80.355795	C-3
4743 NW Irrington Terrace	27.340842	-80.356373	C-3
6854 NW Jorgensen Road	27.343023	-80.357173	C-3
6847 NW Jorgensen Road	27.343715	-80.35724	C-3
799 NW Jorgensen Road	27.337398	-80.358231	C-3
6974 NW Jorgensen Road	27.339437	-80.358796	C-3
641 NW Kildare Street	27.332281	-80.368366	C-3
570 NW Kilpatrick Avenue	27.322884	-80.364625	C-3
419 NW Kilpatrick Avenue	27.323296	-80.358741	C-3
567 NW Kilpatrick Avenue	27.323312	-80.364234	C-3
437 NW Kilpatrick Avenue	27.323305	-80.358944	C-3
514 NW Kilpatrick Avenue	27.322871	-80.361145	C-3
554 NW Kilpatrick Avenue	27.322815	-80.363625	C-3
324 NW Kilpatrick Avenue	27.322832	-80.356153	C-3
525 NW Kilpatrick Avenue	27.323313	-80.362276	C-3
541 NW Kingston Street	27.33	-80.3653	C-3
550 NW Kingston Street	27.330149	-80.3658	C-3
780 NW Kingston Street	27.336647	-80.365756	C-3
598 NW Kingston Street	27.331788	-80.365843	C-3
531 NW Kingston Street	27.329797	-80.365321	C-3
749 NW Kingston Street	27.335886	-80.365278	C-3
337 NW La Playa Street	27.324843	-80.36928	C-3
325 NW La Playa Street	27.324367	-80.369301	C-3
573 NW Lincoln Avenue	27.336523	-80.364625	C-3
222 NW Lincoln Avenue	27.336151	-80.354011	C-3
231 NW Lincoln Avenue	27.336535	-80.354288	C-3
520 NW Lincoln Avenue	27.336054	-80.36245	C-3
531 NW Lincoln Avenue	27.336566	-80.36295	C-3
461 NW Lincoln Avenue	27.336557	-80.361189	C-3
555 NW Lincoln Avenue	27.336523	-80.363973	C-3
281 NW Lincoln Avenue	27.336572	-80.35549	C-3
422 NW Lincoln Avenue	27.336126	-80.360699	C-3
262 NW Lincoln Avenue	27.336108	-80.355033	C-3
507 NW Lincoln Avenue	27.336563	-80.361928	C-3
508 NW Lincoln Avenue	27.336063	-80.361928	C-3
462 NW Lincoln Avenue	27.3361	-80.361145	C-3
5027 NW Manville Drive	27.347021	-80.360325	C-3
5545 NW Manville Drive	27.347087	-80.364075	C-3
5565 NW Manville Drive	27.347142	-80.364364	C-3
5095 NW Manville Drive	27.346906	-80.361005	C-3
5028 NW Manville Drive	27.347499	-80.36065	C-3
5075 NW Manville Drive	27.346936	-80.360792	C-3
4915 NW Manville Drive	27.347335	-80.3591	C-3
554 NW Marion Avenue	27.321893	-80.363979	C-3
526 NW Marion Avenue	27.321879	-80.362255	C-3
685 NW Marion Avenue	27.322318	-80.371215	C-3
558 NW Marion Avenue	27.321857	-80.364234	C-3
621 NW Marion Avenue	27.322338	-80.367235	C-3
527 NW Marion Avenue	27.322288	-80.361928	C-3
559 NW Monica Street	27.330359	-80.362602	C-3
571 NW Monica Street	27.330556	-80.362494	C-3
685 NW Monroe Street	27.332823	-80.369301	C-3
643 NW Monroe Street	27.332159	-80.369236	C-3
243 NW N Macedo Boulevard	27.320674	-80.373412	C-3
249 NW N Macedo Boulevard	27.320901	-80.373412	C-3
675 NW N Macedo Boulevard	27.3334	-80.373368	C-3
291 NW N Macedo Boulevard	27.322468	-80.37339	C-3
341 NW N Macedo Boulevard	27.324583	-80.373412	C-3
627 NW N Macedo Boulevard	27.332533	-80.373325	C-3
5115 NW N Macedo Boulevard	27.340931	-80.360014	C-3
4474 NW N Macedo Boulevard	27.340666	-80.354228	C-3
615 NW N Macedo Boulevard	27.332312	-80.373412	C-3
741 NW N Macedo Boulevard	27.335379	-80.37339	C-3
5288 NW N Macedo Boulevard	27.341876	-80.362494	C-3
4400 NW N Macedo Boulevard	27.340739	-80.353967	C-3
357 NW N Macedo Boulevard	27.325038	-80.373412	C-3
785 NW Orchard Street	27.33669	-80.370323	C-3
150 NW Peach Street	27.32029	-80.369845	C-3
109 NW Peach Street	27.319166	-80.369366	C-3

SITE ADDRESS	LATITUDE	LONGITUDE	SHEET No.
451 NW Placid Avenue	27.331333	-80.36058	C-3
598 NW Placid Avenue	27.330885	-80.365278	C-3
491 NW Placid Avenue	27.331311	-80.36158	C-3
501 NW Placid Avenue	27.331356	-80.362233	C-3
557 NW Placid Avenue	27.331338	-80.363929	C-3
565 NW Placid Avenue	27.331356	-80.36419	C-3
657 NW Prima Vista Boulevard	27.318054	-80.369715	C-3
785 NW Rainbow Street	27.336714	-80.371324	C-3
601 NW Rainbow Street	27.334162	-80.370584	C-3
725 NW Rainbow Street	27.335417	-80.371302	C-3
735 NW Rainbow Street	27.33562	-80.37128	C-3
765 NW Rainbow Street	27.336256	-80.37128	C-3
468 NW Ravenswood Lane	27.329903	-80.352392	C-3
415 NW Ravenswood Lane	27.326593	-80.350574	C-3
419 NW Ravenswood Lane	27.326775	-80.350574	C-3
407 NW Ravenswood Lane	27.326136	-80.35053	C-3
427 NW Ravenswood Lane	27.327287	-80.350748	C-3
423 NW Ravenswood Lane	27.327051	-80.350617	C-3
475 NW Raymond Lane	27.329578	-80.352932	C-3
479 NW Raymond Lane			

Drawing Name: P:\Projects\City of Port St. Lucie\GIS\Map Applications\Panel for 1000 residents\GIS\Drawings\Water And Sewerage\Panel Site Location List.dwg Date: 2/2/2021 11:33 AM Plotted by: Russell Ryan - HOLTZ Consulting Engineers

SITE ADDRESS	LATITUDE	LONGITUDE	SHEET No.
384 NW Tyler Avenue	27.32919	-80.357701	C-3
356 NW Tyler Avenue	27.329146	-80.357225	C-3
751 NW Virginia Street	27.336023	-80.356752	C-3
761 NW Virginia Street	27.336205	-80.356752	C-3
201 NW Virgo Court	27.327856	-80.353706	C-3
217 NW Virgo Court	27.328031	-80.354358	C-3
226 NW Virgo Court	27.32745	-80.35426	C-3
762 NW Viscaya Street	27.336217	-80.356273	C-3
792 NW Viscaya Street	27.336944	-80.356273	C-3
742 NW Viscaya Street	27.335808	-80.356273	C-3
782 NW Viscaya Street	27.336671	-80.356273	C-3
672 SW Addie Street	27.311494	-80.367072	C-3
1201 SW Addie Street	27.303524	-80.366713	C-3
611 SW Addie Street	27.312815	-80.366604	C-3
1137 SW Addie Street	27.30557	-80.366713	C-3
1202 SW Avens Street	27.305253	-80.358513	C-3
1238 SW Avens Street	27.30391	-80.358492	C-3
707 SW Avens Street	27.311971	-80.357989	C-3
1249 SW Avens Street	27.303489	-80.357991	C-3
1255 SW Avens Street	27.303235	-80.358009	C-3
755 SW Broadview Street	27.310213	-80.359004	C-3
708 SW Broadview Street	27.311978	-80.359467	C-3
1149 SW Broadview Street	27.304756	-80.358989	C-3
713 SW Broadview Street	27.311762	-80.358937	C-3
1102 SW Broadview Street	27.306932	-80.359449	C-3
568 SW Buswell Avenue	27.316628	-80.365539	C-3
523 SW Butler Avenue	27.316214	-80.362842	C-3
550 SW Butler Avenue	27.315746	-80.364625	C-3
362 SW Butler Avenue	27.315778	-80.359174	C-3
534 SW Butler Avenue	27.315768	-80.363625	C-3
559 SW Butler Avenue	27.316231	-80.36506	C-3
312 SW Butler Avenue	27.315756	-80.357535	C-3
527 SW Butler Avenue	27.316278	-80.363103	C-3
401 SW Buxton Avenue	27.312687	-80.359278	C-3
333 SW Buxton Avenue	27.3127	-80.358057	C-3
397 SW Buxton Avenue	27.312722	-80.359092	C-3
663 SW Byron Street	27.311764	-80.357012	C-3
733 SW Byron Street	27.310408	-80.357046	C-3
726 SW Byron Street	27.310646	-80.357601	C-3
725 SW Byron Street	27.310638	-80.35709	C-3
1237 SW Byron Street	27.303896	-80.357046	C-3
1249 SW Byron Street	27.303454	-80.357084	C-3
742 SW Byron Street	27.310207	-80.357585	C-3
718 SW Byron Street	27.310895	-80.357579	C-3
1268 SW Byron Street	27.302796	-80.357574	C-3
717 SW Byron Street	27.310849	-80.357013	C-3
1238 SW Byron Street	27.303914	-80.357556	C-3
1279 SW Byron Street	27.302353	-80.357012	C-3
627 SW Byron Street	27.313037	-80.357012	C-3
411 SW Byron Street	27.317222	-80.357045	C-3
461 SW Carmelite Street	27.316095	-80.370323	C-3
451 SW Carmelite Street	27.31632	-80.37028	C-3
897 SW Carmelite Street	27.3084	-80.369497	C-3
632 SW Colleen Avenue	27.310505	-80.366083	C-3
582 SW Colleen Avenue	27.31052	-80.36481	C-3
701 SW Colleen Avenue	27.310938	-80.368062	C-3
618 SW Colleen Avenue	27.310536	-80.365539	C-3
526 SW Colleen Avenue	27.310537	-80.363092	C-3
626 SW Colleen Avenue	27.310554	-80.3658	C-3
726 SW Colleen Avenue	27.310522	-80.368627	C-3
738 SW Colleen Avenue	27.31054	-80.368888	C-3
608 SW Cynthia Street	27.313674	-80.364234	C-3
601 SW Cynthia Street	27.313907	-80.363668	C-3
631 SW Cynthia Street	27.312816	-80.363668	C-3
1141 SW Cynthia Street	27.304999	-80.363712	C-3
1174 SW Cynthia Street	27.304123	-80.364179	C-3
1158 SW Cynthia Street	27.304532	-80.36419	C-3
619 SW Cynthia Street	27.313225	-80.363668	C-3
1202 SW Cynthia Street	27.303217	-80.364215	C-3
742 SW Dolores Avenue	27.313116	-80.369975	C-3
781 SW Dolores Avenue	27.313569	-80.370945	C-3
791 SW Dolores Avenue	27.313567	-80.371237	C-3

SITE ADDRESS	LATITUDE	LONGITUDE	SHEET No.
433 SW Dolores Avenue	27.313542	-80.359057	C-3
452 SW Dolores Avenue	27.31309	-80.360308	C-3
429 SW Dolores Avenue	27.313524	-80.358796	C-3
416 SW Dolores Avenue	27.313122	-80.358068	C-3
453 SW Dolores Avenue	27.313581	-80.36033	C-3
449 SW Dolores Avenue	27.313521	-80.360058	C-3
642 SW Dolores Avenue	27.313099	-80.367105	C-3
1161 SW Dorchester Street	27.304742	-80.359955	C-3
710 SW Dorchester Street	27.311981	-80.360392	C-3
1166 SW Dorchester Street	27.304503	-80.360435	C-3
1154 SW Dorchester Street	27.304951	-80.360423	C-3
557 SW Duval Avenue	27.307343	-80.364571	C-3
477 SW Duval Avenue	27.307358	-80.361015	C-3
231 SW Duval Avenue	27.307395	-80.353663	C-3
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211 SW Duval Avenue	27.307453	-80.353184	C-3
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365 SW Duxbury Avenue	27.30652	-80.358426	C-3
758 SW Duxbury Avenue	27.306045	-80.368975	C-3
501 SW Duxbury Avenue	27.306515	-80.363277	C-3
511 SW Duxbury Avenue	27.306533	-80.363538	C-3
592 SW Duxbury Avenue	27.306041	-80.365626	C-3
701 SW Duxbury Avenue	27.306482	-80.367246	C-3
774 SW Duxbury Avenue	27.306078	-80.369454	C-3
335 SW Duxbury Avenue	27.306545	-80.357143	C-3
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682 SW Dwight Avenue	27.305196	-80.369192	C-3
681 SW Dwight Avenue	27.305651	-80.369192	C-3
1216 SW Empire Street	27.303013	-80.365167	C-3
690 SW Empire Street	27.311512	-80.365191	C-3
1181 SW Empire Street	27.303881	-80.364649	C-3
1166 SW Empire Street	27.304325	-80.365147	C-3
689 SW Empire Street	27.311476	-80.364669	C-3
657 SW Empire Street	27.312373	-80.364658	C-3
662 SW Empire Street	27.312558	-80.365191	C-3
201 SW Ewing Avenue	27.303376	-80.352749	C-3
662 SW Ewing Avenue	27.303539	-80.368236	C-3
450 SW Ewing Avenue	27.302933	-80.361426	C-3
122 SW Ewing Avenue	27.302852	-80.350443	C-3
152 SW Ewing Avenue	27.302901	-80.351139	C-3
132 SW Ewing Avenue	27.302904	-80.350694	C-3
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192 SW Ewing Avenue	27.302924	-80.35214	C-3
691 SW Ewing Avenue	27.303996	-80.368932	C-3
461 SW Exmore Avenue	27.302516	-80.361941	C-3
113 SW Exmore Avenue	27.302508	-80.35044	C-3
684 SW Heather Street	27.312575	-80.366104	C-3
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1115 SW Hibiscus Street	27.3065	-80.360935	C-3
799 SW Hibiscus Street	27.30932	-80.360776	C-3
789 SW Hibiscus Street	27.309758	-80.360867	C-3
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765 SW Hibiscus Street	27.310435	-80.360797	C-3
725 SW Hibiscus Street	27.311531	-80.360872	C-3
701 SW Hibiscus Street	27.312211	-80.360841	C-3
1120 SW Irving Street	27.306259	-80.353719	C-3
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657 SW Lakehurst Drive	27.307893	-80.370063	C-3
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358 SW Violet Avenue	27.314921	-80.357162	C-3
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SITE ADDRESS	LATITUDE	LONGITUDE	SHEET No.
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374 SW Violet Avenue	27.314943	-80.357622	C-3
414 SW Violet Avenue	27.314918	-80.359218	C-3
546 SW Violet Avenue	27.314953	-80.364321	C-3
518 SW Violet Avenue	27.314902	-80.362602	C-3
562 SW Violet Avenue	27.314973	-80.365278	C-3
549 SW Violet Avenue	27.315425	-80.364582	C-3
514 SW Violet Avenue	27.314953	-80.362363	C-3
632 SW Violet Avenue	27.314951	-80.368236	C-3
662 SW Violet Avenue	27.31495	-80.36954	C-3
337 NW Broadview Street	27.324039	-80.358952	C-3
325 NW Broadview Street	27.323857	-80.35897	C-3
314 NW Camrose Street	27.323939	-80.370734	C-3
361 NW Camrose Street	27.325685	-80.37028	C-3
380 NW Camrose Street	27.326379	-80.37078	C-3
115 NW Byron Street	27.319402	-80.357095	C-3
549 NW Cardinal Drive	27.330552	-80.372281	C-3
626 NW Cardinal Drive	27.332264	-80.372716	C-3
642 NW Cardinal Drive	27.332705	-80.372767	C-3
163 NW Byron Street	27.321174	-80.357053	C-3
162 NW Byron Street	27.320946	-80.357574	C-3
329 NW Concord Drive	27.327139	-80.356211	C-3
402 NW Concord Drive	27.327334	-80.359312	C-3
426 NW Concord Drive	27.327347	-80.360797	C-3
445 NW Concord Drive	27.327971	-80.361928	C-3
446 NW Concord Drive	27.327594	-80.362222	C-3
469 NW Concord Drive	27.328565	-80.363277	C-3
510 NW Cornell Avenue	27.331726	-80.362483	C-3
350 NW Curry Street	27.324734	-80.356607	C-3
561 NW Floresta Drive	27.327261	-80.364799	C-3
708 NW Floresta Drive	27.327277	-80.368323	C-3
719 NW Floresta Drive	27.327724	-80.368703	C-3
780 NW Floresta Drive	27.327252	-80.371237	C-3
4916 NW Fitzgerald Avenue	27.346839	-80.35928	C-3
340 NW Hogan Street	27.324495	-80.362276	C-3
302 NW Friar Street	27.323296	-80.366952	C-3
374 NW Friar Street	27.326135	-80.366931	C-3
344 NW Friar Street	27.325041	-80.366887	C-3
541 NW Grenada Street	27.329704	-80.358789	C-3
6928 NW Hershy Circle	27.339028	-80.350922	C-3
6926 NW Hershy Circle	27.339255	-80.350922	C-3
6943 NW Hershy Circle	27.338715	-80.351988	C-3
6811 NW Hogate Circle	27.341443	-80.353035	C-3
344 NW Kilpatrick Avenue	27.322865	-80.356632	C-3
414 NW Kilpatrick Avenue	27.32286	-80.358401	C-3
558 NW Kilpatrick Avenue	27.322842	-80.363853	C-3
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573 NW Kilpatrick Avenue	27.323327	-80.364451	C-3
590 NW Kildare Street	27.331132	-80.368591	C-3
697 NW Kilpatrick Avenue	27.323325	-80.368366	C-3
772 NW Kilpatrick Avenue	27.322879	-80.370454	C-3
797 NW Kilpatrick Avenue	27.323345	-80.37128	C-3
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770 NW Kingston Street	27.336419	-80.365756	C-3
774 NW Orchid Street	27.336494	-80.370843	C-3
574 NW Riverside Drive	27.328051	-80.365713	C-3
562 NW Riverside Drive	27.327864	-80.364973	C-3
505 NW Riverside Drive	27.326933	-80.361548	C-3
566 NW Sherbrooke	27.332559	-80.364169	C-3
772 NW Treemont Avenue	27.329168	-80.370671	C-3
749 SW Broadview Street	27.310449	-80.359005	C-3
370 SW Buxton	27.312283	-80.357955	C-3

SITE ADDRESS	LATITUDE	LONGITUDE	SHEET No.
615 SW Lakehurst Drive	27.308403	-80.366317	C-3
1118 SW Dorchester Street	27.3063	-80.360466	C-3
312 NW Fairfax Avenue	27.33338	-80.355359	C-3
532 NW Goldcoast Avenue	27.335223	-80.362929	C-3
5220 NW Ever Road	27.339812	-80.362885	C-3
1191 SW Granadeer Street	27.303621	-80.362733	C-3
414 NW Bayshore Boulevard	27.327053	-80.371813	C-3
189 NW Carmelite Street	27.321364	-80.370319	C-3
441 NW Archer Avenue	27.337437	-80.360101	C-3
4150 NW Balletto Street	27.340061	-80.367801	C-3
424 NW Ravenswood Lane	27.327136	-80.351183	C-3
1522 SW Avens Street	27.295547	-80.358535	C-4
1342 SW Broadview Street	27.299793	-80.359457	C-4
1498 SW Broadview Street	27.296065	-80.359449	C-4

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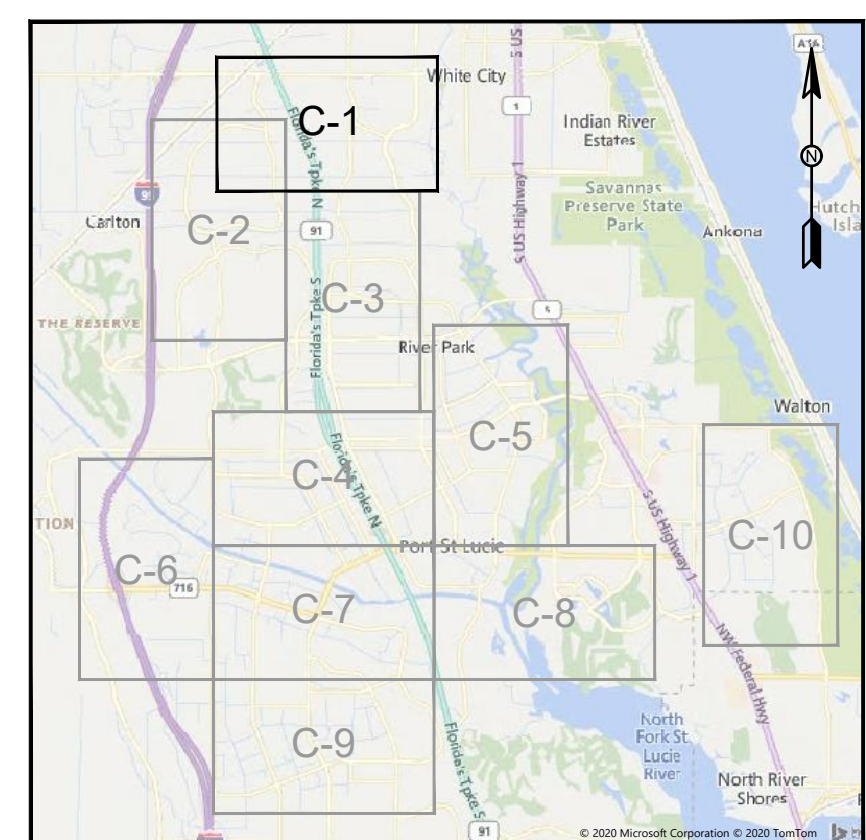
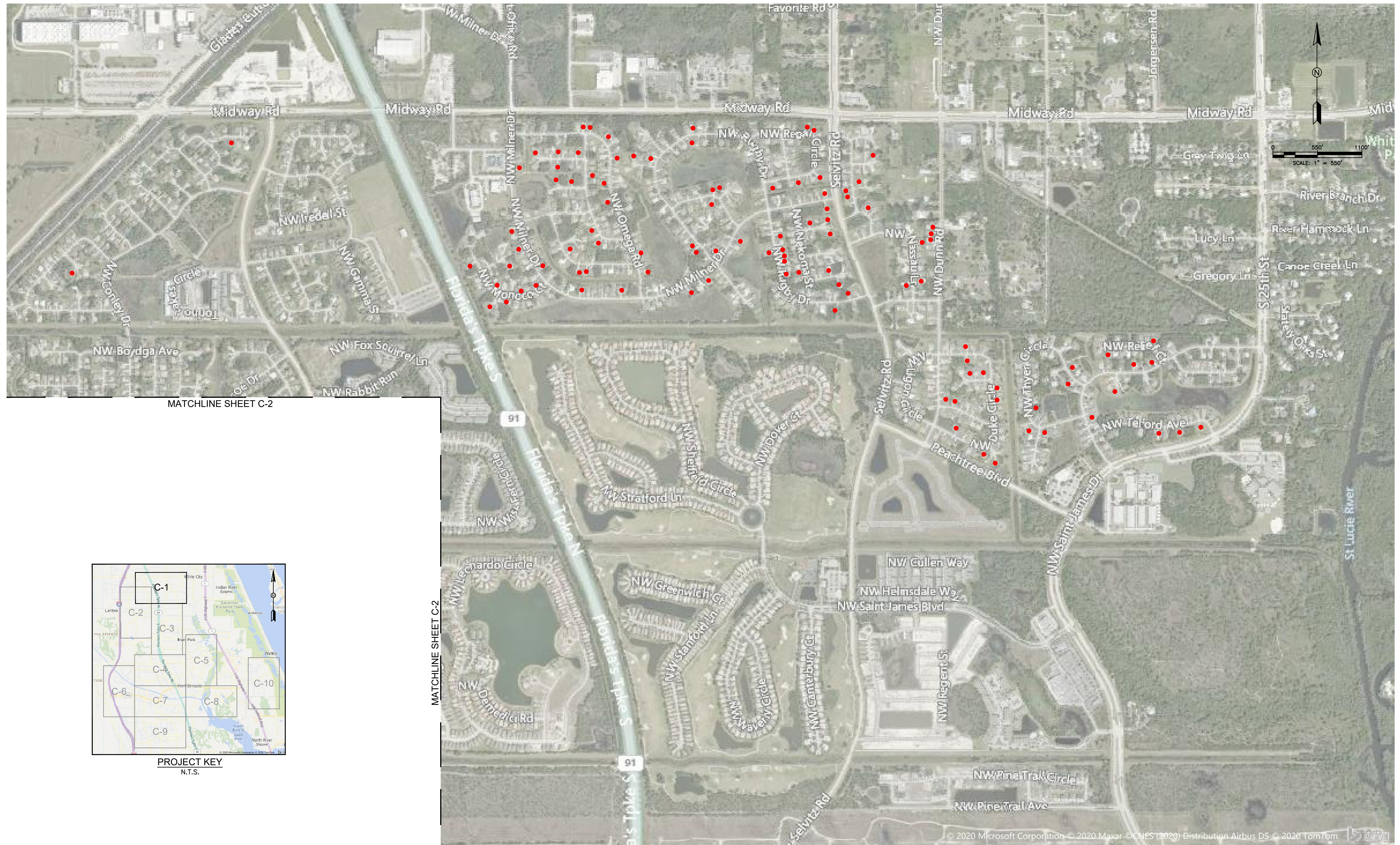
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656 SW Post Terrace	27.274146	-80.368627	C-4
662 SW Twig Avenue	27.299389	-80.367409	C-4
150 SW Twig Avenue	27.299336	-80.351531	C-4
573 SW Twig Avenue	27.299817	-80.363699	C-4
298 SW Twig Avenue	27.299331	-80.35673	C-4
302 SW Twig Avenue	27.299349	-80.356969	C-4
174 SW Twig Avenue	27.299342	-80.352271	C-4
182 SW Twig Avenue	27.299314	-80.352532	C-4
386 SW Twig Avenue	27.299372	-80.358638	C-4
226 SW Twig Avenue	27.299319	-80.355229	C-4
550 SW Twig Avenue	27.299355	-80.362972	C-4
685 SW Twig Avenue	27.299874	-80.367844	C-4
509 SW Twig Avenue	27.299864	-80.361728	C-4
286 SW Twig Avenue	27.299358	-80.356447	C-4
1322 SW Broadview Street	27.300245	-80.359405	C-4
158 SW Twig Avenue	27.299354	-80.351792	C-4
232 SW Carter Avenue	27.294184	-80.354693	C-4
312 SW Carter Avenue	27.294222	-80.356902	C-4
322 SW Carter Avenue	27.294185	-80.357157	C-4
1356 SW Heather Street	27.299802	-80.366148	C-4
221 SW Starfish Avenue	27.282867	-80.350748	C-4
1597 SW Hutchins Street	27.294658	-80.354266	C-4
1613 SW Sylvester Lane	27.29261	-80.357491	C-4
113 SW Eyerly Avenue	27.301625	-80.350443	C-4
450 SW Meadow Terrace	27.288338	-80.361305	C-4
1522 SE Ladner Street	27.296245	-80.348884	C-4
676 SE Preston Lane	27.312573	-80.339174	C-5
1050 SE Albatross Avenue	27.302563	-80.322029	C-5
468 SE Seabreeze Lane	27.314308	-80.333387	C-5
474 SE Tray Terrace	27.283969	-80.338435	C-5
1101 SE Puritan Lane	27.306885	-80.335171	C-5
2016 SE Benedictine Street	27.28138	-80.328644	C-5
472 SE Crosspoint Drive	27.306689	-80.337423	C-5
1033 SE Proctor Lane	27.307482	-80.338032	C-5
2014 SE Doverbrook Street	27.280829	-80.327904	C-5
1055 SE Lansdowne Avenue	27.291515	-80.32007	C-5
1434 SE Preston Lane	27.297484	-80.330732	C-5
655 SE Ron Rico Terrace	27.295059	-80.331168	C-5
1362 SE Sandia Drive	27.299339	-80.343047	C-5
1892 SW Inlander Avenue	27.251034	-80.404868	C-6
1851 SW Inlander Avenue	27.251478	-80.403939	C-6
2338 SW Kent Circle	27.279248	-80.419221	C-6
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2150 SW Race Road	27.279111	-80.420199	C-6
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2386 SW Ranch Avenue	27.278164	-80.420981	C-6
2068 SW Villanova Road	27.282281	-80.411417	C-6
2094 SW Savage Boulevard	27.269216	-80.412614	C-6
2715 SW Hamilton Avenue	27.285501	-80.430457	C-6
2497 SW Massey St	27.269016	-80.405678	C-6
214 SW Inwood Avenue	27.266299	-80.347224	C-7
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2559 SW Kenilworth Street	27.267425	-80.397765	C-7
1092 SW Longfellow Road	27.271964	-80.377196	C-7
1072 SW Longfellow Road	27.272431	-80.377043	C-7
1071 SW Longfellow Road	27.272582	-80.377587	C-7
1081 SW Longfellow Road	27.2722	-80.377652	C-7
1062 SW Longfellow Road	27.272637	-80.377065	C-7
1022 SW Longfellow Road	27.273522	-80.377043	C-7
2452 SW Loquat Road	27.269734	-80.379153	C-7
750 SW Port Saint Lucie	27.267048	-80.370541	C-7
1261 SW Porter Road	27.25434	-80.386068	C-7
269 SW Tulip Boulevard	27.255219	-80.363233	C-7
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SITE ADDRESS	LATITUDE	LONGITUDE	SHEET No.
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2850 SW Lucerne Street	27.258804	-80.392112	C-7
212 SW Glenwood Drive	27.27186	-80.350704	C-7
781 SW General Patton Terrace	27.270182	-80.371802	C-7
161 SW Inwood Avenue	27.266706	-80.343917	C-8
171 SW Inwood Avenue	27.266679	-80.344178	C-8
121 SW Inwood Avenue	27.266712	-80.342941	C-8
101 SW Inwood Avenue	27.266671	-80.342416	C-8
111 SW Inwood Avenue	27.266689	-80.342677	C-8
2425 SW Summit Street	27.270363	-80.342873	C-8
651 Se Delancey Lane	27.267401	-80.33491	C-8
3902 SW Laidlow Street	27.229122	-80.385111	C-9
421 SW Laird Avenue	27.239166	-80.361276	C-9
402 SW Laird Avenue	27.238893	-80.360623	C-9
541 SW Laird Avenue	27.238254	-80.364538	C-9
426 SW Laird Avenue	27.238699	-80.361102	C-9
561 SW Laird Avenue	27.238242	-80.365017	C-9
431 SW Laird Avenue	27.239044	-80.361493	C-9
471 SW Laird Avenue	27.238742	-80.362376	C-9
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3642 SW Parsons Street	27.236915	-80.389286	C-9
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3563 SW Parsons Street	27.238291	-80.388807	C-9
3641 SW Parsons Street	27.236784	-80.38872	C-9
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3821 SW Ramspeck Street	27.231516	-80.390808	C-9
3851 SW Ramspeck Street	27.230882	-80.390525	C-9
3871 SW Ramspeck Street	27.230485	-80.390373	C-9
3831 SW Ramspeck Street	27.231282	-80.390721	C-9
808 SW Tulip Boulevard	27.24223	-80.373368	C-9
701 SW Tulip Boulevard	27.242762	-80.366583	C-9
3509 SW Vincennes Street	27.240241	-80.373542	C-9
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3685 SW Vincennes Street	27.236281	-80.373499	C-9
3581 SW Vincennes Street	27.238239	-80.373542	C-9
3573 SW Vincennes Street	27.238467	-80.373542	C-9
204 SW Paar Drive	27.239364	-80.348681	C-9
638 SW Mccullough Avenue	27.230001	-80.368192	C-9
1389 SW Axtell Avenue	27.228523	-80.390612	C-9
1622 SW Penrose Avenue	27.239394	-80.397548	C-9
1434 SW Iffa Avenue	27.217779	-80.39346	C-9
1544 SE North Blackwell Drive	27.289207	-80.268045	C-10
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2540 SE Robin Circle	27.265188	-80.257681	C-10
2547 SE Tropical East Circle	27.268946	-80.269408	C-10

CITY OF PORT ST. LUCIE
GRINDER PUMP STATION
ELECTRICAL PANEL REPLACEMENTS

PANEL SITE LOCATION LIST


HOLTZ CONSULTING ENGINEERS, INC.
 607 SW ST. LUCIE CRESCENT, SUITE 103
 STUART, FLORIDA 34994
 PH. (772) 919-4905
 Cert. No. 26960



PROJECT KEY
N.T.S.

CITY OF PORT ST. LUCIE
GRINDER PUMP STATION
ELECTRICAL PANEL REPLACEMENTS

GRINDER PUMP STATION LOCATIONS

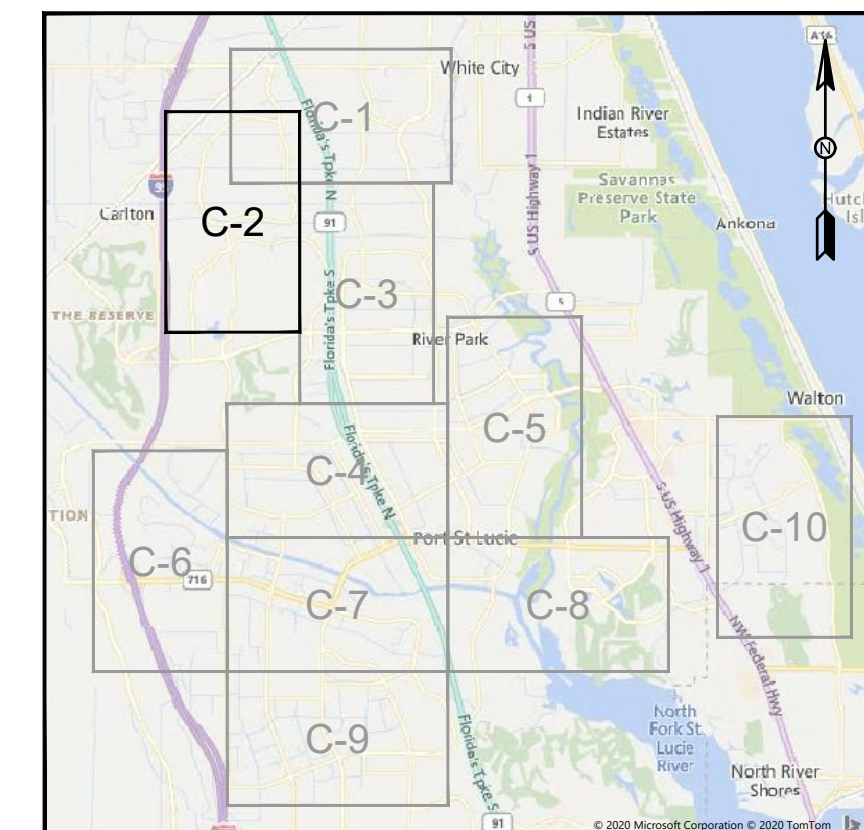
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 607 SW ST. LUCIE CRESCENT, SUITE 103
 STUART, FLORIDA 34994
 PH. (772) 919-4905
 Cert. No. 26960

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MATCHLINE SHEET C-1



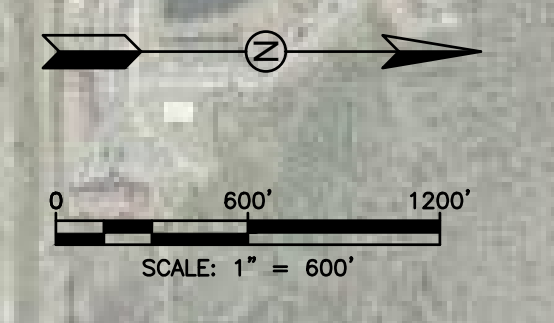
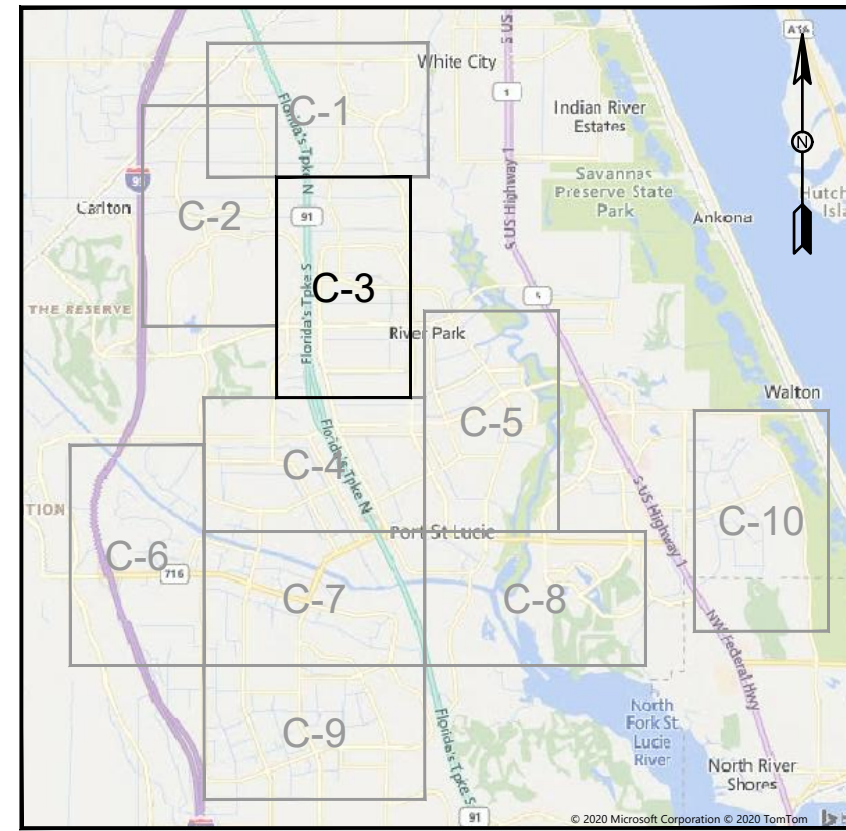
PROJECT KEY
N.T.S.

CITY OF PORT ST. LUCIE
GRINDER PUMP STATION
ELECTRICAL PANEL REPLACEMENTS

GRINDER PUMP STATION LOCATIONS

HCE HOLTZ CONSULTING ENGINEERS, INC.
607 SW ST. LUCIE CRESCENT, SUITE 103
STUART, FLORIDA 34994
PH. (772) 919-4905
Cert. No. 26960

C-2




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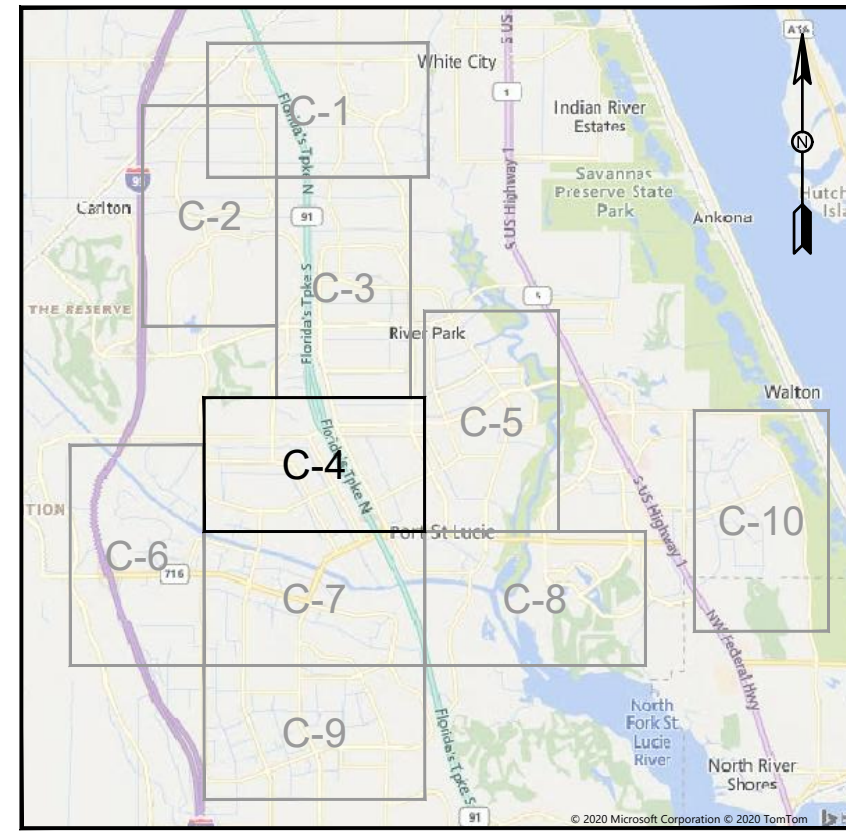
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CITY OF PORT ST. LUCIE
GRINDER PUMP STATION
ELECTRICAL PANEL REPLACEMENTS

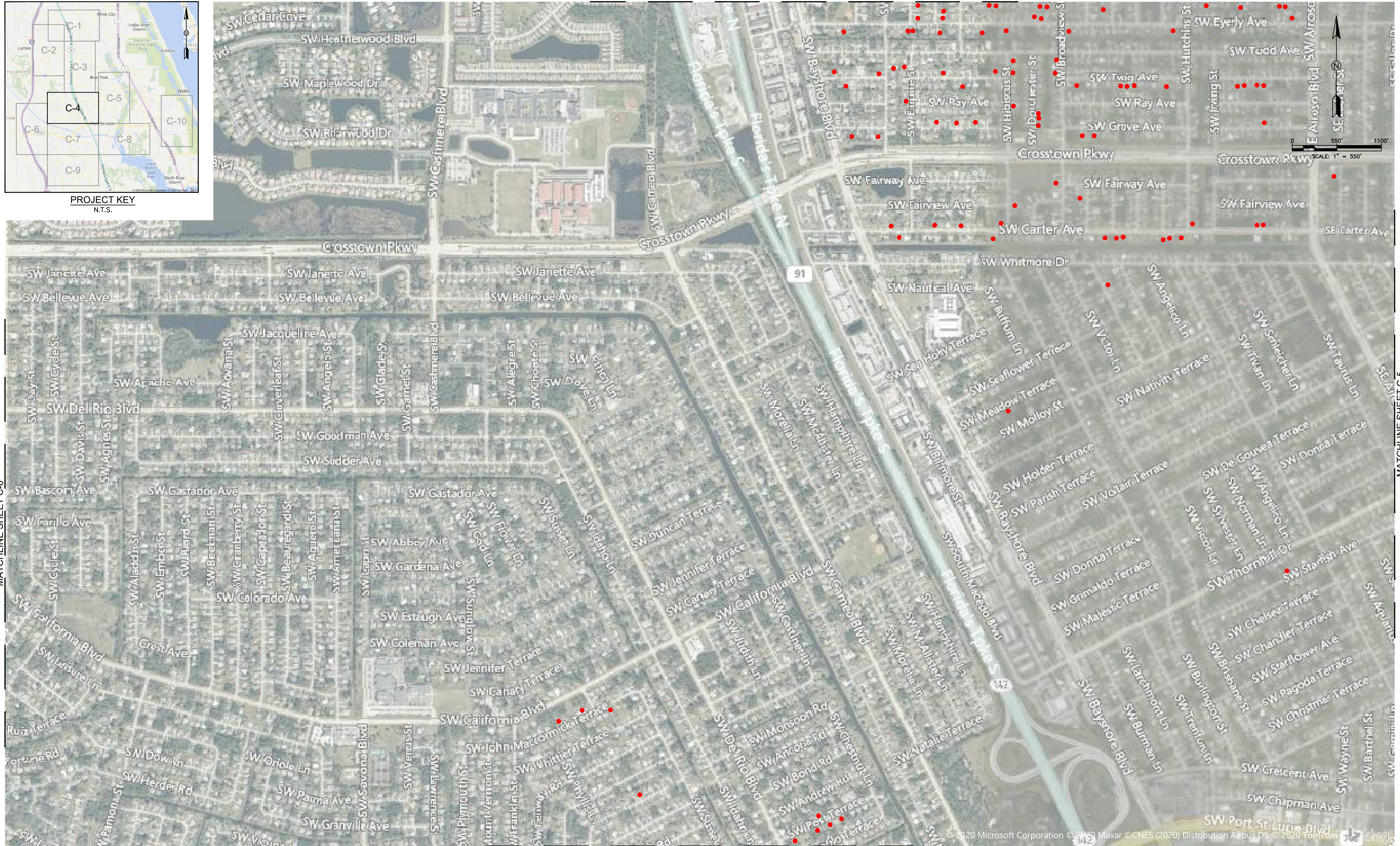
GRINDER PUMP STATION LOCATIONS

HOLTZ CONSULTING ENGINEERS, INC.
 607 SW ST. LUCIE CRESCENT, SUITE 103
 STUART, FLORIDA 34994
 PH. (772) 919-4905
 Cert. No. 26960

C-3



PROJECT KEY
N.T.S.




MATCHLINE SHEET C-6

MATCHLINE SHEET C-5

CITY OF PORT ST. LUCIE
GRINDER PUMP STATION
ELECTRICAL PANEL REPLACEMENTS

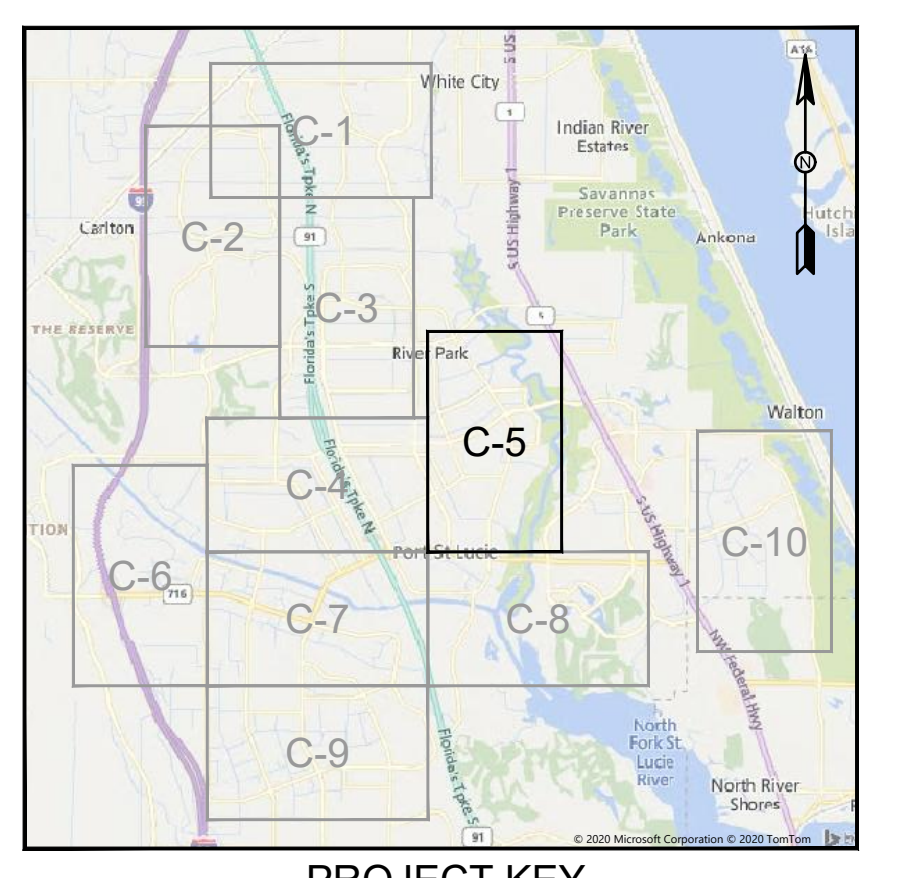
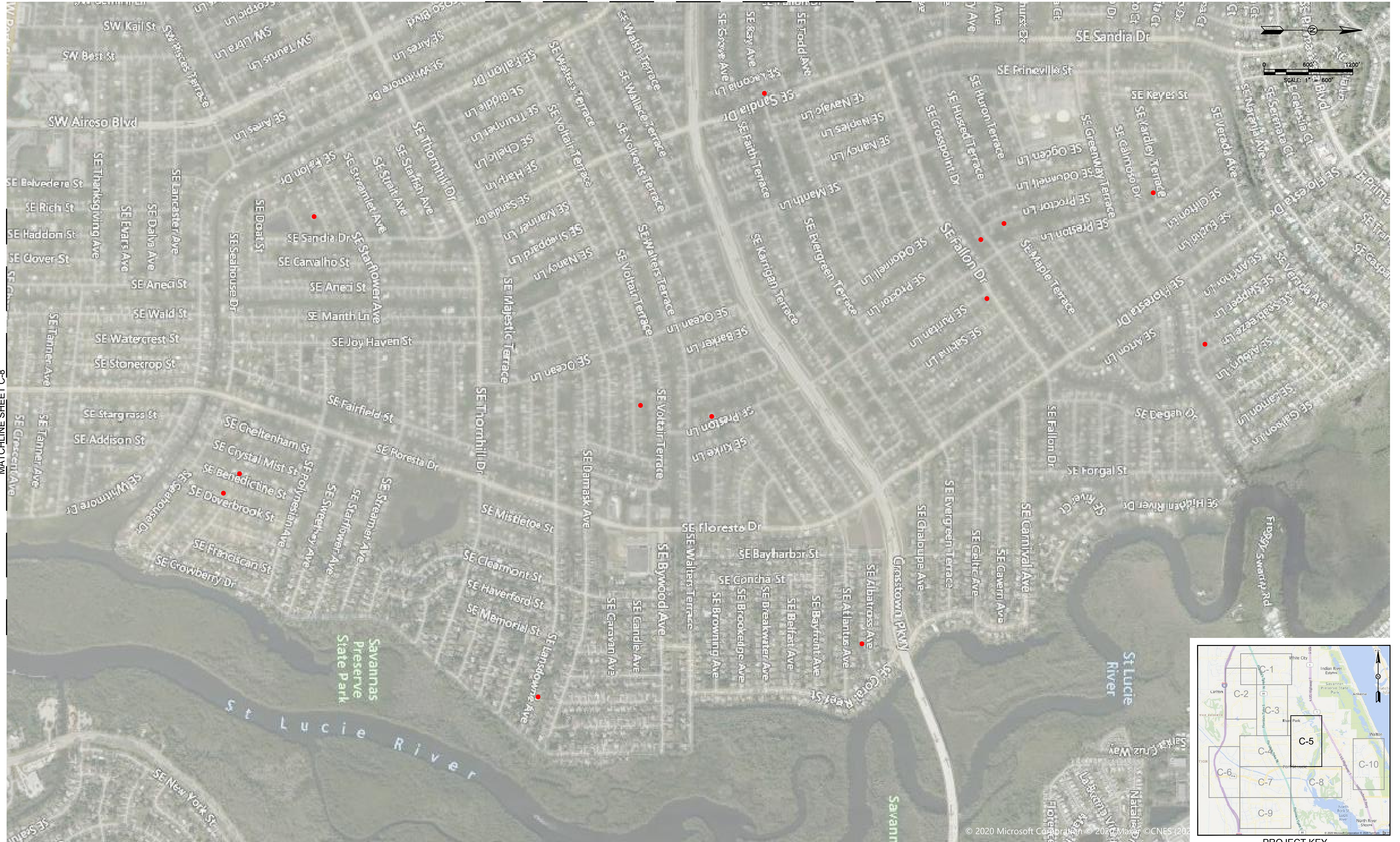
GRINDER PUMP STATION LOCATIONS

HOLTZ CONSULTING ENGINEERS, INC.



607 SW ST. LUCIE CRESCENT, SUITE 103
STUART, FLORIDA 34994
PH. (772) 919-4905
Cert. No. 26960

C-4




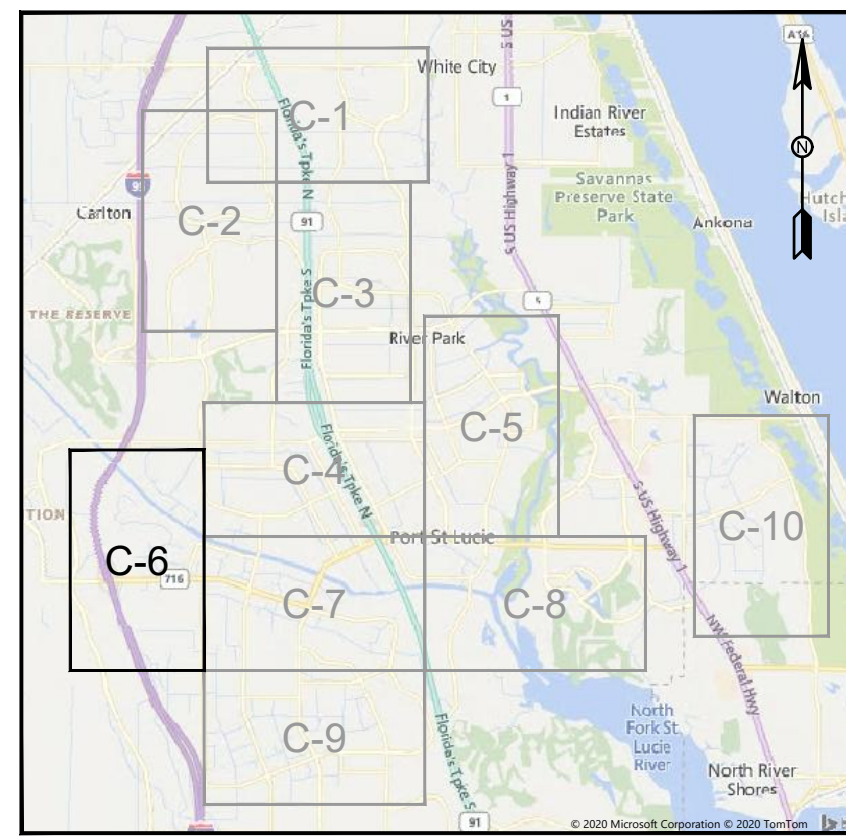
PROJECT KEY
N.T.S.

MATCHLINE SHEET C-8

CITY OF PORT ST. LUCIE
GRINDER PUMP STATION
ELECTRICAL PANEL REPLACEMENTS

GRINDER PUMP STATION LOCATIONS

HOLTZ CONSULTING ENGINEERS, INC.
 607 SW ST. LUCIE CRESCENT, SUITE 103
 STUART, FLORIDA 34994
 PH. (772) 919-4905
 Cert. No. 26960



PROJECT KEY
N.T.S.



MATCHLINE SHEET C-7

MATCHLINE SHEET C-4

**CITY OF PORT ST. LUCIE
GRINDER PUMP STATION
ELECTRICAL PANEL REPLACEMENTS**

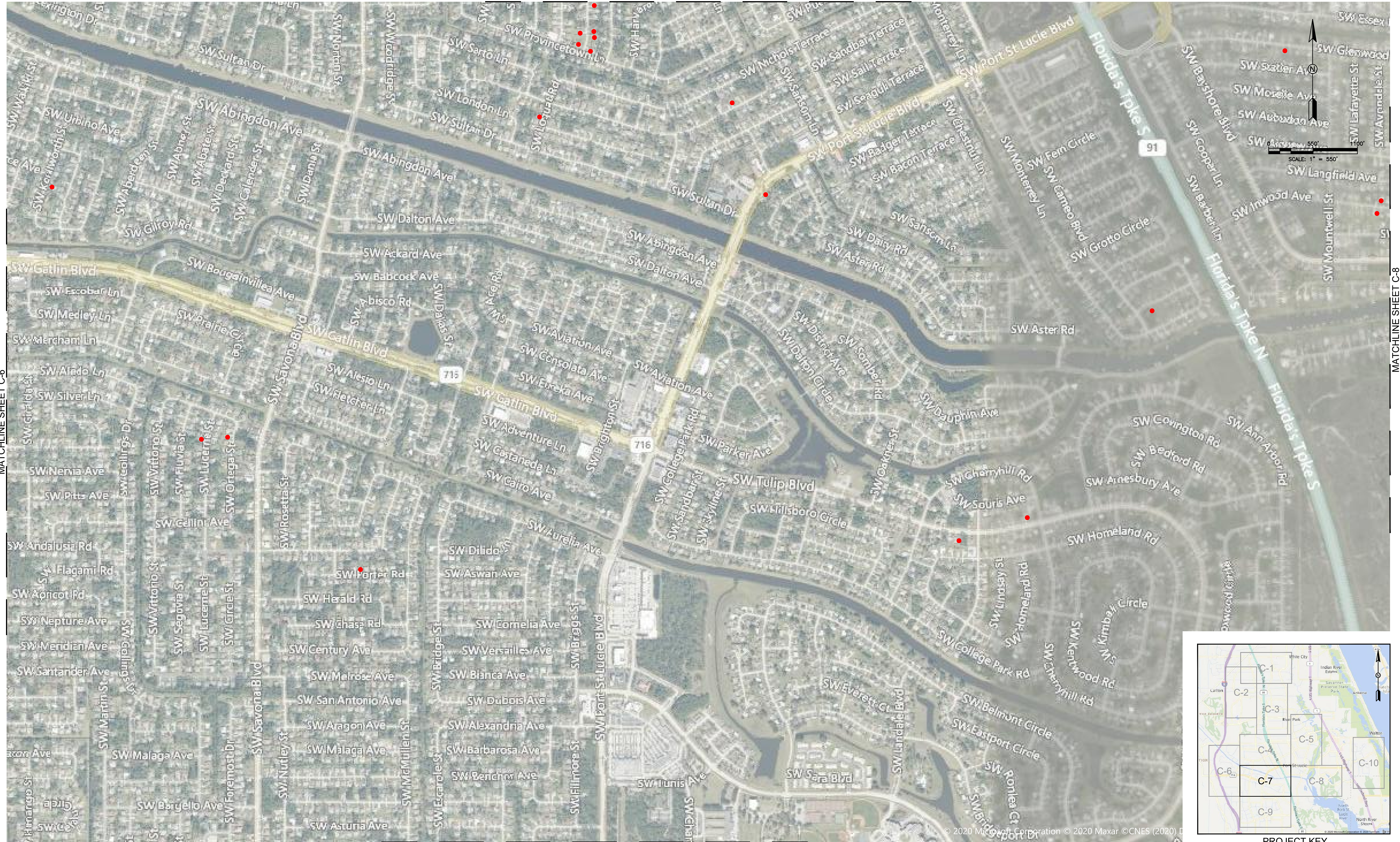
GRINDER PUMP STATION LOCATIONS

HOLTZ CONSULTING ENGINEERS, INC.

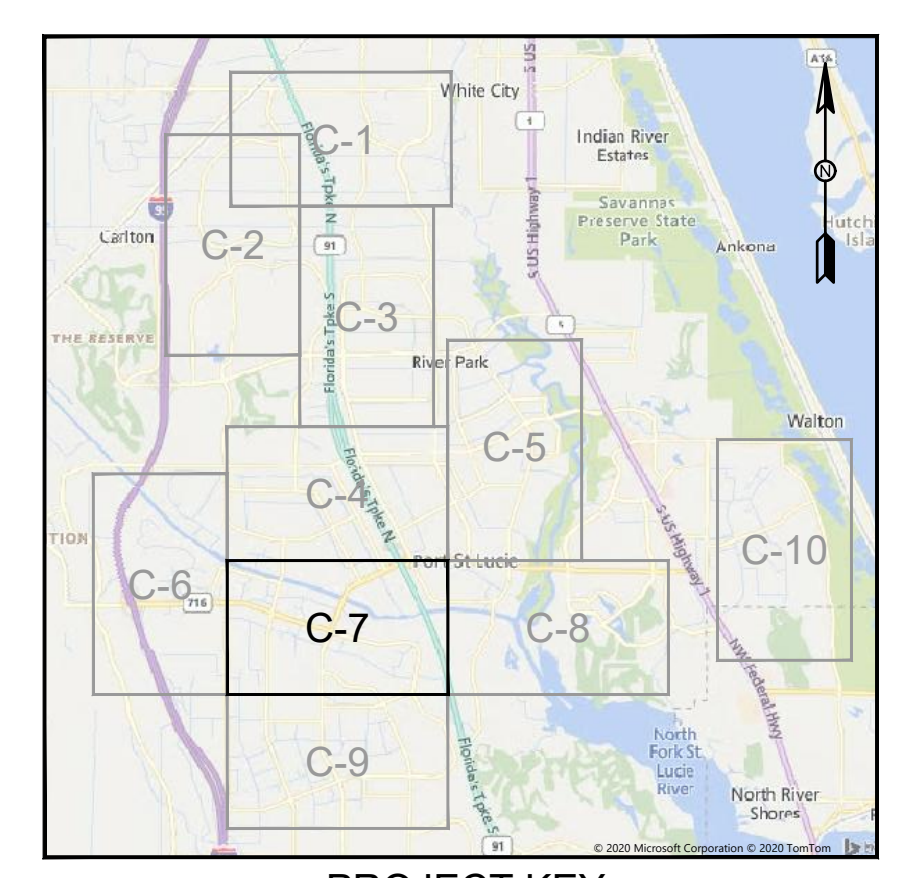
 607 SW ST. LUCIE CRESCENT, SUITE 103
 STUART, FLORIDA 34994
 PH. (772) 919-4905
 Cert. No. 26960

C-6

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 Project: 2021020001 - 7288 00 - HOLTZ CONSULTING ENGINEERS
 Prepared by: Russell Ryan



SCALE: 1" = 550'



PROJECT KEY
N.T.S.


MATCHLINE SHEET C-6

MATCHLINE SHEET C-8

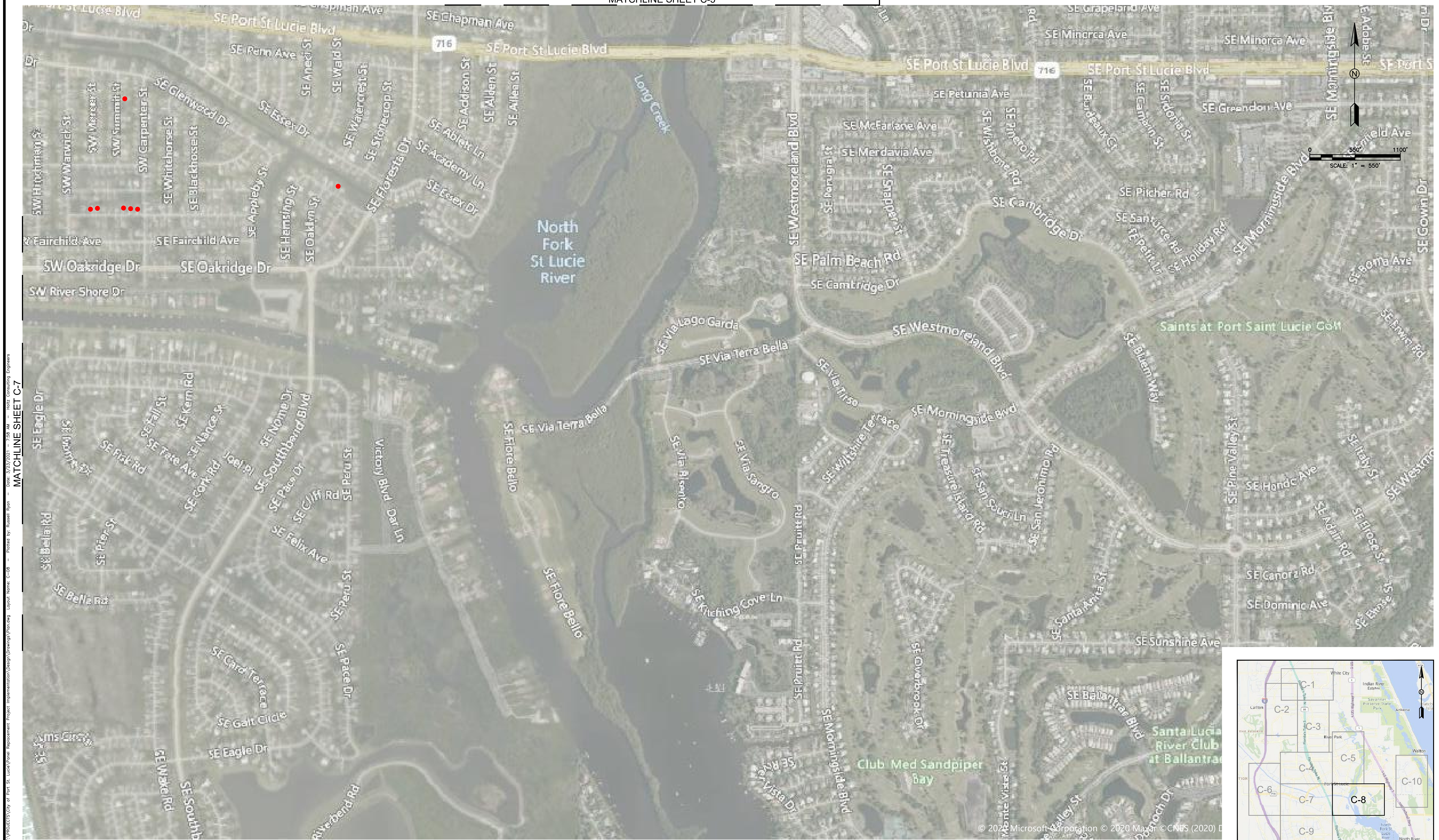
MATCHLINE SHEET C-9

CITY OF PORT ST. LUCIE
GRINDER PUMP STATION
ELECTRICAL PANEL REPLACEMENTS

GRINDER PUMP STATION LOCATIONS

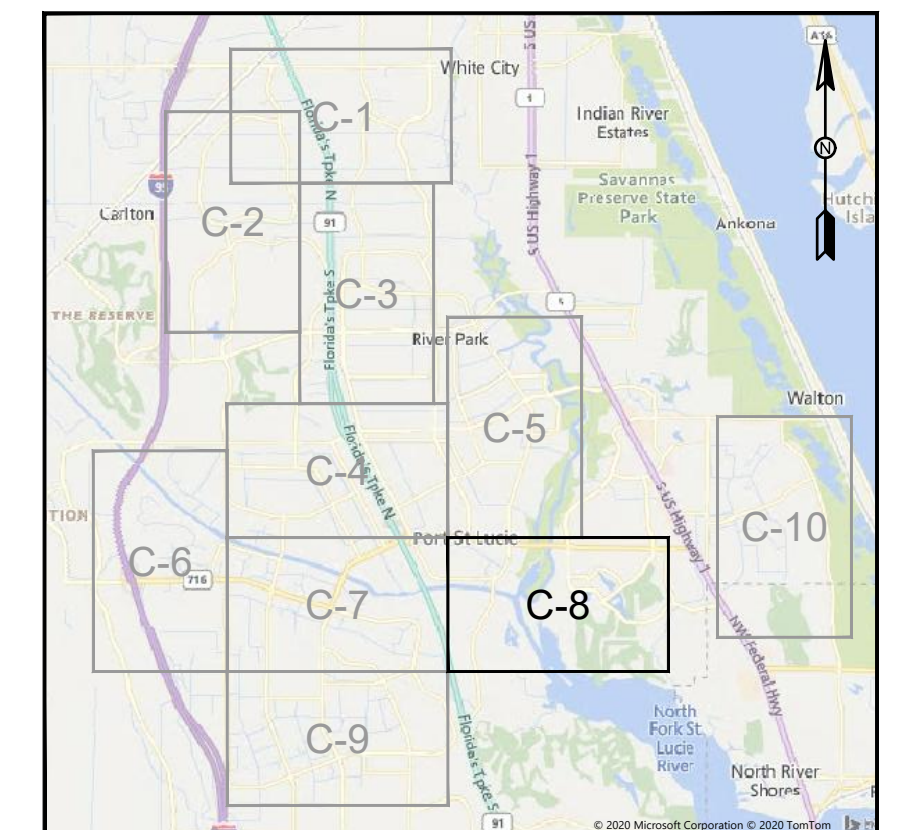
HOLTZ CONSULTING ENGINEERS, INC.
 607 SW ST. LUCIE CRESCENT, SUITE 103
 STUART, FLORIDA 34994
 PH. (772) 919-4905
 Cert. No. 26960

C-7



MATCHLINE SHEET C-7

City of Port St. Lucie, Florida. Project: Information Systems Upgrade. Project Number: C-08. Prepared by: Russell Ryan. Date: 10/23/2024. Scale: 1" = 550'. HOLTZ CONSULTING ENGINEERS, INC.



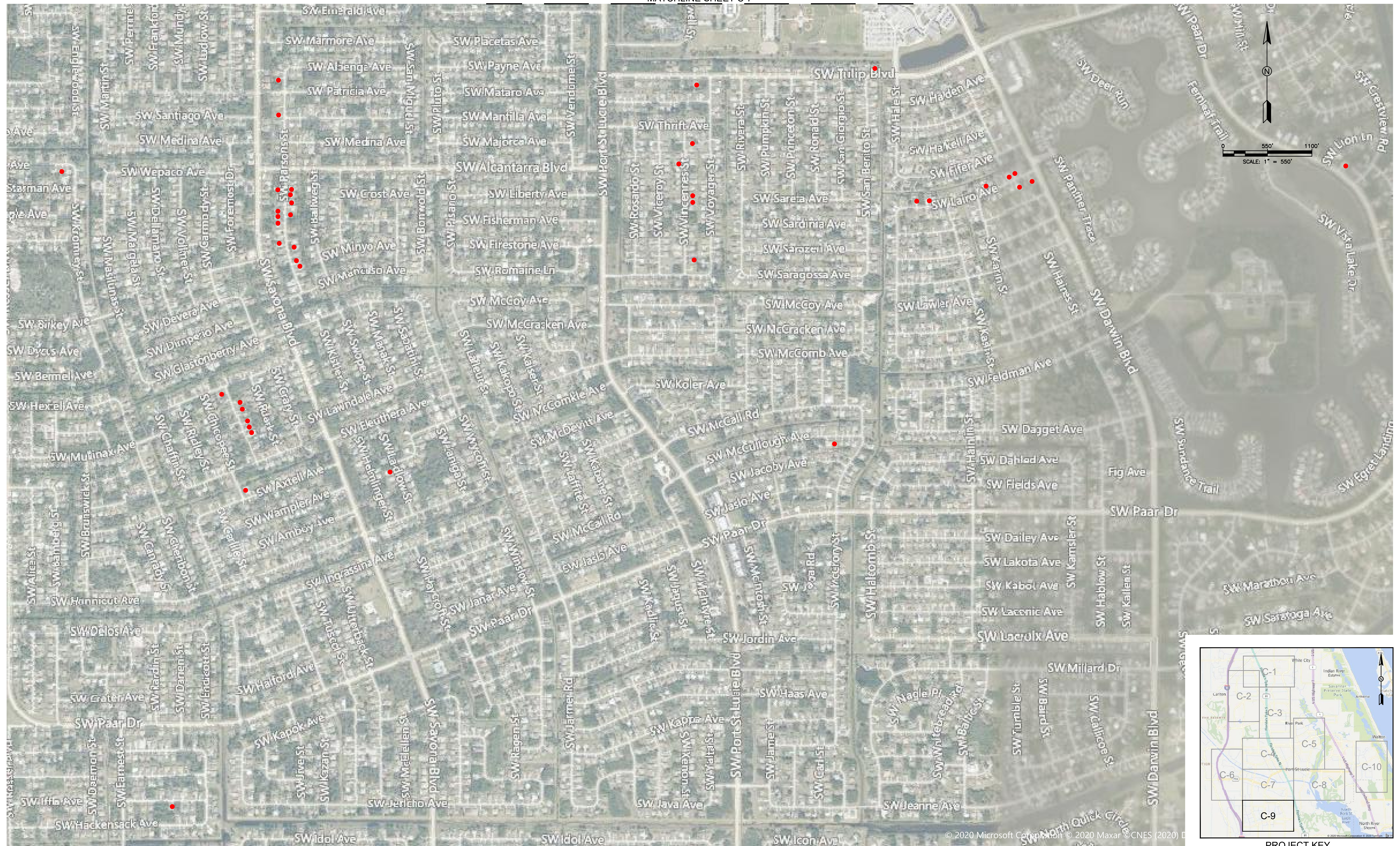
PROJECT KEY
N.T.S.

CITY OF PORT ST. LUCIE
GRINDER PUMP STATION
ELECTRICAL PANEL REPLACEMENTS

GRINDER PUMP STATION LOCATIONS

HOLTZ CONSULTING ENGINEERS, INC.
607 SW ST. LUCIE CRESCENT, SUITE 103
STUART, FLORIDA 34994
PH. (772) 919-4905
Cert. No. 26960

C-8



City of Port St. Lucie, Florida. All rights reserved. Project: GRINDER PUMP STATION ELECTRICAL PANEL REPLACEMENTS. Sheet: C-9. Date: 10/20/2020. Prepared by: Russell Ryan.

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PROJECT KEY
N.T.S.

CITY OF PORT ST. LUCIE
GRINDER PUMP STATION
ELECTRICAL PANEL REPLACEMENTS

GRINDER PUMP STATION LOCATIONS

HOLTZ CONSULTING ENGINEERS, INC.

 607 SW ST. LUCIE CRESCENT, SUITE 103
 STUART, FLORIDA 34994
 PH. (772) 919-4905
 Cert. No. 26960

C-9

GENERAL ELECTRICAL NOTES

- SCHEMATIC NATURE**
PLAN VIEWS ARE SCHEMATIC IN NATURE AND MEANT TO SHOW THE SCHEMATIC ARRANGEMENT OF EQUIPMENT AND CONDUIT.
- APPROVED SHOP DRAWINGS**
USE APPROVED SHOP DRAWINGS FOR LAY OUT OF EQUIPMENT. THE CONTRACT DOCUMENTS WILL VARY FROM THE SHOP DRAWINGS. INFORM THE ENGINEER IMMEDIATELY IF THERE ARE LAY OUT ISSUES OR INADEQUATE SPACE FOR EQUIPMENT OR CLEARANCES. LAND CONDUITS IN OPENINGS OF ENCLOSURES PER THE APPROVED SHOP DRAWINGS, DO NOT USE THE CONTRACT DRAWINGS.
- CLEARANCES**
IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MEET N.E.C. CLEARANCES ABOUT EQUIPMENT. THE SAME APPLIES TO RACEWAY SUPPORTS.
- ROUTING**
CONDUIT ROUTING IS SCHEMATIC IN NATURE. CONDUIT ROUTING IS SHOWN FOR CLARITY ON THE CONTRACT DRAWINGS. ROUTE CONDUITS AS MAY BE REQUIRED. PROVIDE PULL BOXES AS REQUIRED PER NEC.
- INSTALLATION PERMIT**
CONTRACTOR SHALL PROVIDE ENGINEER DETAILS ON THE INDIVIDUAL INSTALLATIONS SO WE MAY PROVIDE S&S DRAWINGS WITH THE PROPERTY ADDRESS AND OTHER PARTICULAR INFORMATION NEEDED FOR THE PERMIT DURING CONSTRUCTION.
- RESPONSIBILITIES**
BIDDERS, SUPPLIERS, EQUIPMENT VENDORS, GENERAL CONTRACTOR, SUB CONTRACTORS AND OTHER SIMILAR ENTITIES ARE REQUIRED TO READ ALL THE CONTRACT DOCUMENTS INCLUDING DRAWINGS AND SPECIFICATIONS.
- HOME RUNS**
CONTRACTOR SHALL COORDINATE HOME RUNS BETWEEN PLAN VIEWS. WHERE ANY CONDUIT IS SHOWN IN ANY PLAN VIEW IT SHALL BE INSTALLED THE ENTIRE LENGTH AS MAY BE REQUIRED.
- FIELD VERIFICATIONS**
FIELD VERIFY ALL EXISTING CONDITIONS. MAKE MINOR ADJUSTMENTS AS NEEDED. INFORM OWNER/ENGINEER OF INCONSISTENCIES IMMEDIATELY IF PROBLEMS OR CONFLICTS EXIST.
- COMPLETE AND FUNCTIONAL SYSTEMS**
PROVIDE ALL LABOR AND MATERIAL FOR A COMPLETE AND FUNCTIONAL SYSTEM. DEMONSTRATE SYSTEM OPERATION TO THE OWNER/ENGINEER.
- GROUNDING**
PROVIDE GROUNDING SYSTEM AS INDICATED ON DRAWINGS AND BY NEC. ALL POWER RACEWAYS REQUIRE GROUNDING CONDUCTORS. BONDING THROUGH RACEWAY SYSTEMS SHALL BE CONTINUOUS FROM MAIN SWITCH GROUND BUSES TO PANEL GROUND BARS, FROM PANEL GROUND BARS TO BRANCH CIRCUIT OUTLETS, MOTORS, LIGHTS, ETC. THESE GROUND CONDUCTORS ARE REQUIRED THROUGHOUT THE PROJECT REGARDLESS OF WHETHER CONDUIT RUNS SHOW GROUND CONDUCTORS ON DRAWINGS.
- CONTRACTOR MINIMUM REQUIREMENTS**
PROVIDE AND INSTALL A COMPLETE ELECTRICAL SYSTEM AS INDICATED ON THE DRAWINGS. ITEMS NOT SHOWN BUT OBVIOUSLY NECESSARY FOR A COMPLETE SYSTEM SHALL BE INCLUDED.

THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS, INSPECTIONS AND APPROVALS.

ALL WORK SHALL CONFORM TO THE NATIONAL ELECTRICAL CODE, NFPA, AND THE LOCAL BUILDING CODES. ALL COMPONENTS SHALL BE U.L. APPROVED.

CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL CONCEALED FACILITIES BEFORE ANY WORK BEGINS.
- SCOPE OF WORK**
A. DEMO EXISTING EQUIPMENT.
B. INSTALL NEW EQUIPMENT.
C. RESTORE AREAS TO ORIGINAL CONDITION.
- CONDUIT**
CONDUIT SIZES AS SHOWN ON THE DRAWINGS ARE MINIMUM. THE CONTRACTOR MAY INCREASE AS REQUIRED FOR EASE OF PULLING.

ALL EXPOSED CONDUIT SHALL BE NEATLY INSTALLED AND RUN PARALLEL OR PERPENDICULAR TO STRUCTURAL ELEMENTS. SUPPORTS AND MOUNTING HARDWARE SHALL BE 316 SS. CONDUITS SHALL HAVE BURRS REMOVED WITH A REAMER. CONDUITS ENTERING CABINETS SHALL HAVE LOCK NUTS INSIDE AND OUT UNLESS ENTRANCE IS THREADED. NYLON INSULATED BUSHING SHALL BE USED ON ALL CONDUIT TERMINATIONS.

ALL UNDERGROUND CONDUITS SHALL BE INSTALLED 24" BELOW FINAL GRADE.

ALL BURIED CONDUIT SHALL BE PVC UNLESS INDICATED; SERVICE CONDUIT SHALL BE PVC SCHEDULE 80 OR RIGID GALVANIZED STEEL.
- JUNCTION BOXES**
PROVIDE ADDITIONAL BOXES AS MAY BE REQUIRED. PROVIDE NEMA 3R OUTSIDE. ALL BOXES SHALL BE SIZED PER NEC.
- CONDUCTORS**
CONDUCTORS SHALL BE COPPER STRANDED TYPE THWN WITH 75°C RISE INSULATION.

GROUNDING CONDUCTORS SHALL BE TINNED COPPER 600V RATED #6 MINIMUM GAUGE.

MULTICONDUCTOR LABELS SHALL BE STRANDED 14 GAUGE, 600V, THWN INSULATED WITH PVC JACKET.
- SHUT DOWNS**
CONTRACTOR SHALL COORDINATE ANY POWER DOWNTIME WITH THE HOMEOWNER. ANY POWER DOWN TIME SHALL BE APPROVED BY THE HOMEOWNER.
- RESTORATION**
CONTRACTOR SHALL RESTORE TO ORIGINAL CONDITION ALL FACILITIES HE DISTURBS. CONTRACTOR SHALL PROVIDE CLEANUP, AND PROPER DISPOSAL, AND PAY ALL FEES FOR ALL DEMOLISHED MATERIALS AND THE LIKE.
- WARRANTY**
CONTRACTOR SHALL WARRANT LABOR AND MATERIALS FOR A PERIOD OF ONE (1) YEAR FROM THE OWNER'S ACCEPTANCE OF THE COMPLETED PROJECT.

MATERIAL SCHEDULE

LOCATION	CONDUIT	ENCLOSURE MATERIALS	ENCLOSURE NEMA RATING	FASTENERS, STRUT, THREADED ROD, ETC.	REMARKS
EXTERIOR					
BELOW GRADE	PVC SCHED. 40	CONCRETE BOXES	N/A	316 SS	
ABOVE GRADE	PVC SCHED. 80	316 SS	4X	316 SS	

GENERAL NOTES

- THE SCHEDULE SHALL ESTABLISH THE MINIMUM LEVEL OF QUALITY FOR MATERIALS. UNLESS OTHERWISE INDICATED ON THE DRAWINGS OR IN THE SPECIFICATIONS
- THE SCHEDULE SHALL NOT APPLY TO POWER TRANSFORMERS, LIGHT FIXTURES AND THE LIKE, THOSE ELEMENTS ARE NOTED OR INDICATED ELSEWHERE

LEGEND

N/A	NOT APPLICABLE
316 SS	316 STAINLESS STEEL

ELECTRICAL ABBREVIATIONS

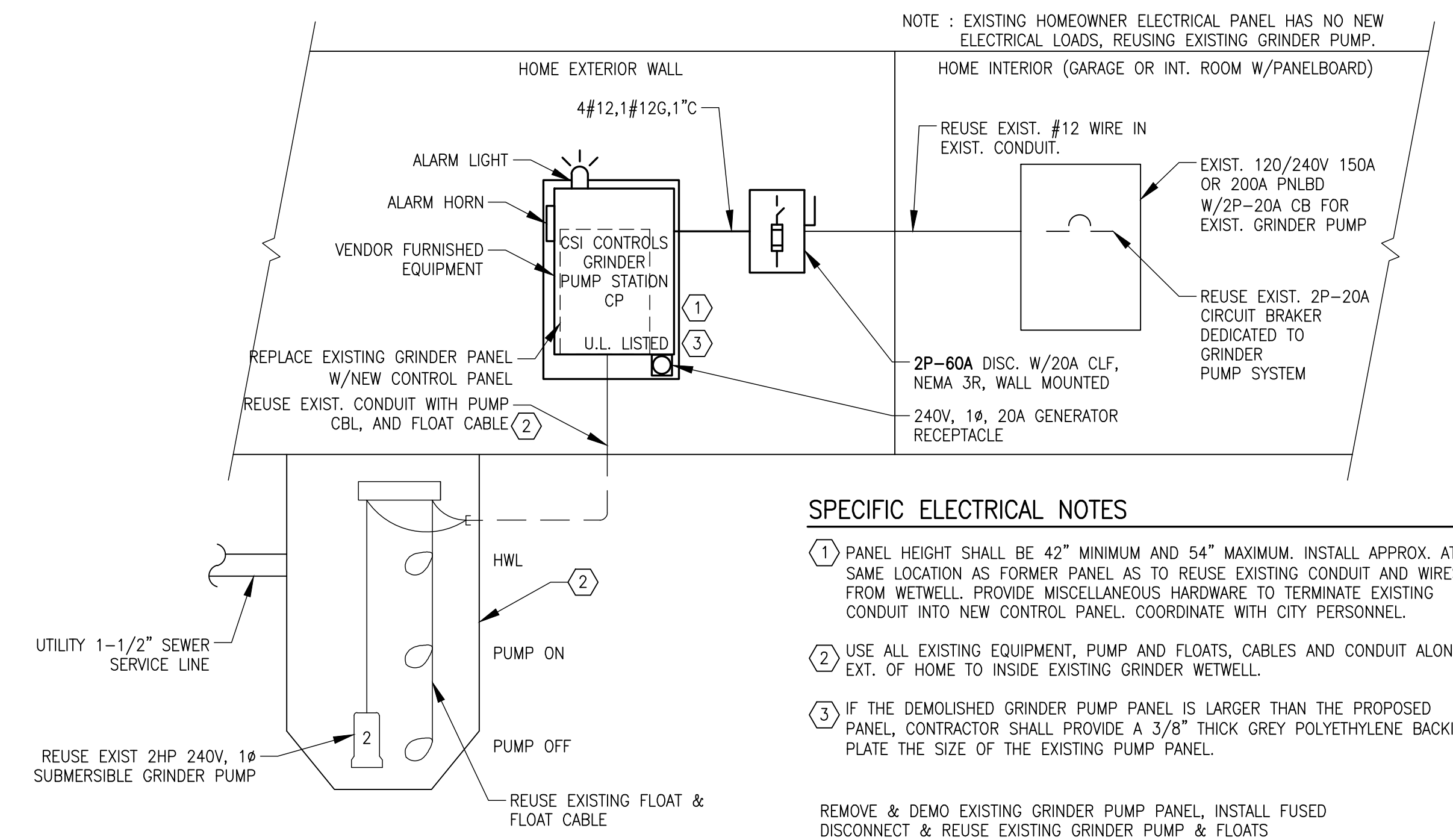
CM	COMPRESSOR	HOA	HAND-OFF-AUTO	PM	POWER MONITOR
CLF	CURRENT LIMITING FUSE	HOR	HAND-OFF-REMOTE	R,G,A	RED, GREEN, AMBER PILOT LIGHT
CP	CONTROL PANEL	HWL	HIGH WATER LEVEL	SA	SURGE ARRESTER
CR	CONTROL RELAY	IPB	INST. PULL BOX	SS	SELECTOR SWITCH OR
DISC	DISCONNECT SWITCH	LA	LIGHTNING ARRESTER		316 STAINLESS STEEL
ETM	ELAPSED TIME METER	MCU	MARTIN COUNTY UTILITIES	TS	TEST SWITCH
F	FUSE	OL	OVER LOAD RELAY	WP	WEATHER PROOF
FSA	FIELD SURGE ARRESTOR	PB	PUSH BUTTON	ZSC	POSITION SWITCH CLOSED
GFI	GROUND FAULT INTERRUPTER	PDP	POWER DIST. PANEL	ZSO	POTION SWITCH OPEN

VOLTAGE DROP: WIRE RUNS ARE LESS THAN 3% VOLTAGE DROP

FAULT CURRENT: CURRENT LIMITING FUSE LET THRU LESS THAN 7500A AT LOAD SIDE OF FUSED DISC. ALL EQUIPMENT RATED FOR 10KAIC

ELECTRICAL LEGEND

	EXIST. LINETYPE		DUPLEX, 14" AFF		JUNCTION BOX
	RACEWAY EXPOSED		LEVEL SWITCH, FLOAT SWITCH		PANELBOARD, ELECTRICAL EQUIP. ENCL.
	LIGHTING RACEWAY CONCEALED		THERMAL SWITCH		MOTOR OPERATED VALVE
	RACEWAY CONCEALED		HEATER		RED, MAINTAINED PUSH BUTTON
	RACEWAY TURNED UP/DOWN		PILOT LIGHT		TIMING CONTACT
	MOTOR		RUN TIME METER		CONTROL RELAY, MOTOR STARTER, ETC.
	TRANSFORMER		SELECTOR SWITCH		DENOTES CONDUIT TAG 01
	FUSE		PUSH BUTTON		DENOTES SEPARATE CONDUITS WITH SEPARATE WIRE
	CIRCUIT BREAKER		ON-OFF SWITCH		DENOTES PANELBOARD A, CIRCUIT 3
	CAPACITOR		NORMALLY OPEN CONTACT		
	LIGHTNING ARRESTER		NORMALLY CLOSED CONTACT		
	SAFETY DISCONNECT SWITCH, HP RATED				
	GROUND				



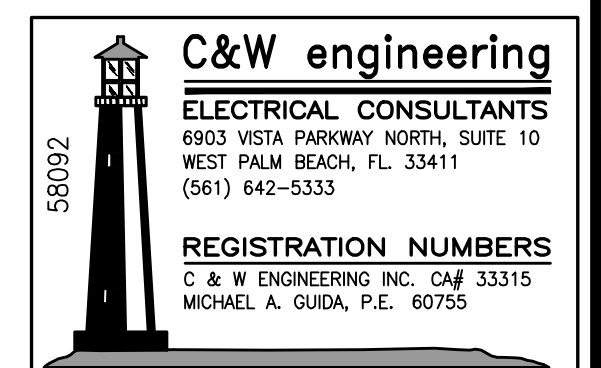
SPECIFIC ELECTRICAL NOTES

- PANEL HEIGHT SHALL BE 42" MINIMUM AND 54" MAXIMUM. INSTALL APPROX. AT SAME LOCATION AS FORMER PANEL AS TO REUSE EXISTING CONDUIT AND WIRES FROM WETWELL. PROVIDE MISCELLANEOUS HARDWARE TO TERMINATE EXISTING CONDUIT INTO NEW CONTROL PANEL. COORDINATE WITH CITY PERSONNEL.
- USE ALL EXISTING EQUIPMENT, PUMP AND FLOATS, CABLES AND CONDUIT ALONG EXT. OF HOME TO INSIDE EXISTING GRINDER WETWELL.
- IF THE DEMOLISHED GRINDER PUMP PANEL IS LARGER THAN THE PROPOSED PANEL, CONTRACTOR SHALL PROVIDE A 3/8" THICK GREY POLYETHYLENE BACKING PLATE THE SIZE OF THE EXISTING PUMP PANEL.

REMOVE & DEMO EXISTING GRINDER PUMP PANEL, INSTALL FUSED DISCONNECT & REUSE EXISTING GRINDER PUMP & FLOATS

TYPICAL REPLACEMENT GRINDER PUMP STATION RISER DIAGRAM

NTS

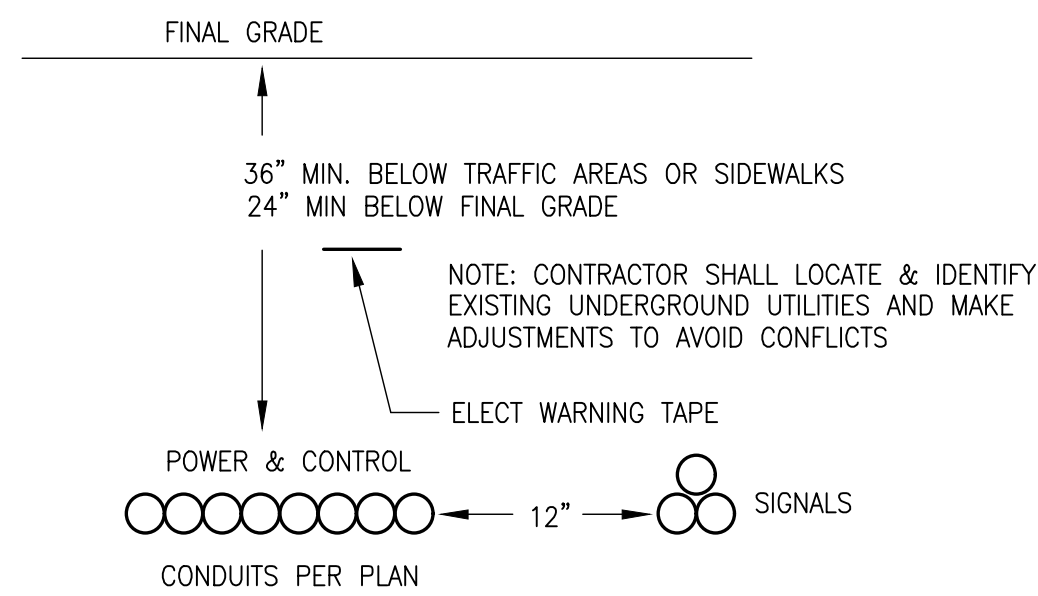


CITY OF PORT ST. LUCIE
GRINDER PUMP STATION
ELECTRICAL PANEL REPLACEMENTS

ELECTRICAL NOTES, LEGENDS,
& RISER DIAGRAM

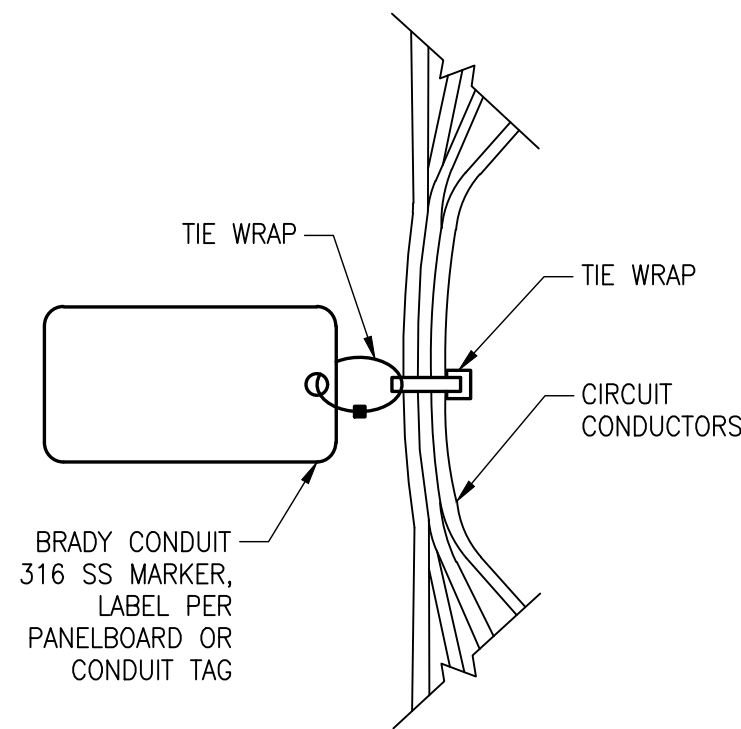
HOLTZ CONSULTING ENGINEERS, INC.
HCE 607 SW ST. LUCIE CRESCENT, SUITE 103
STUART, FLORIDA 34994
PH. (772) 919-4905
Cert. No. 26960

E-1



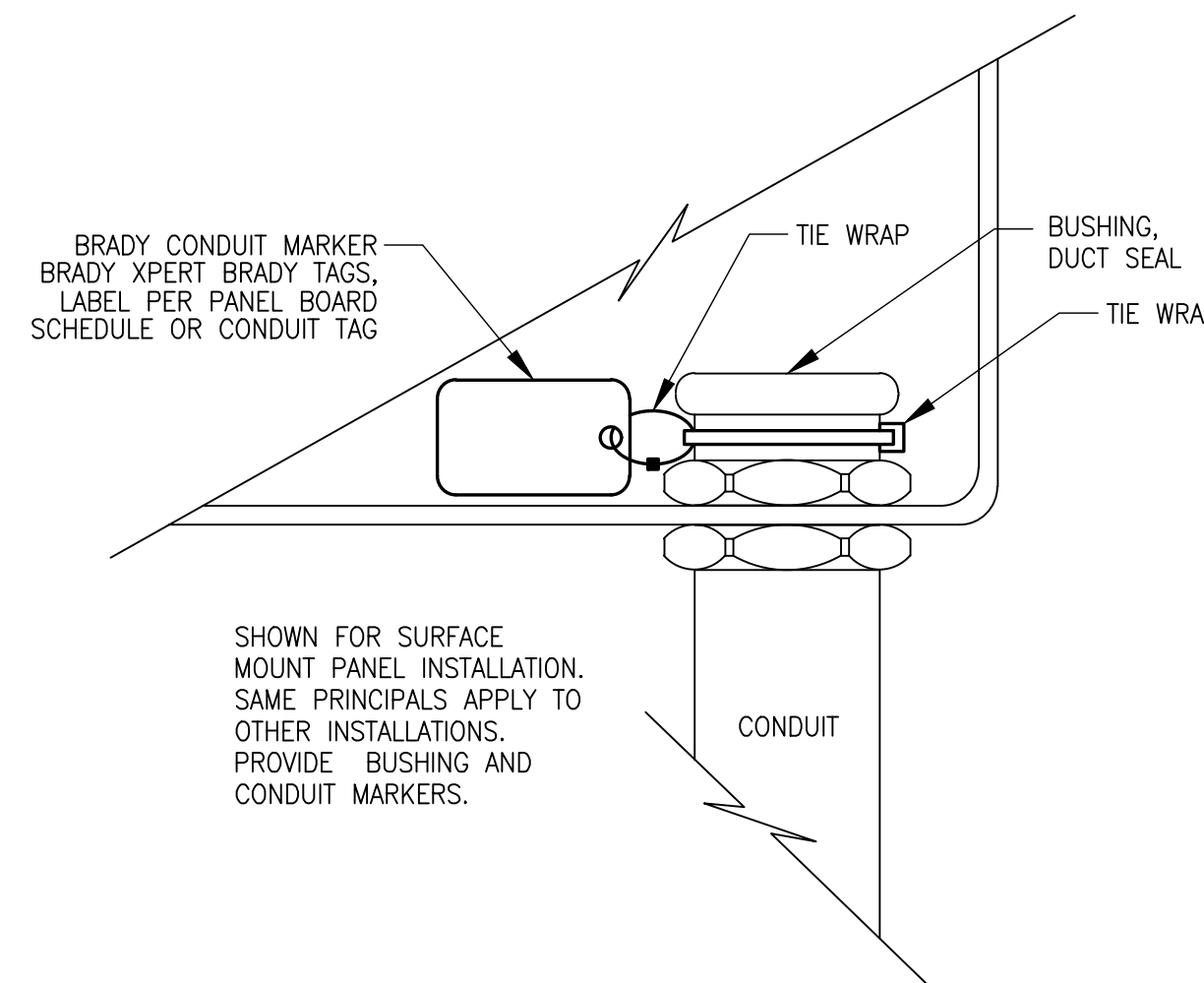
DIRECT BURIED CONDUIT

NTS



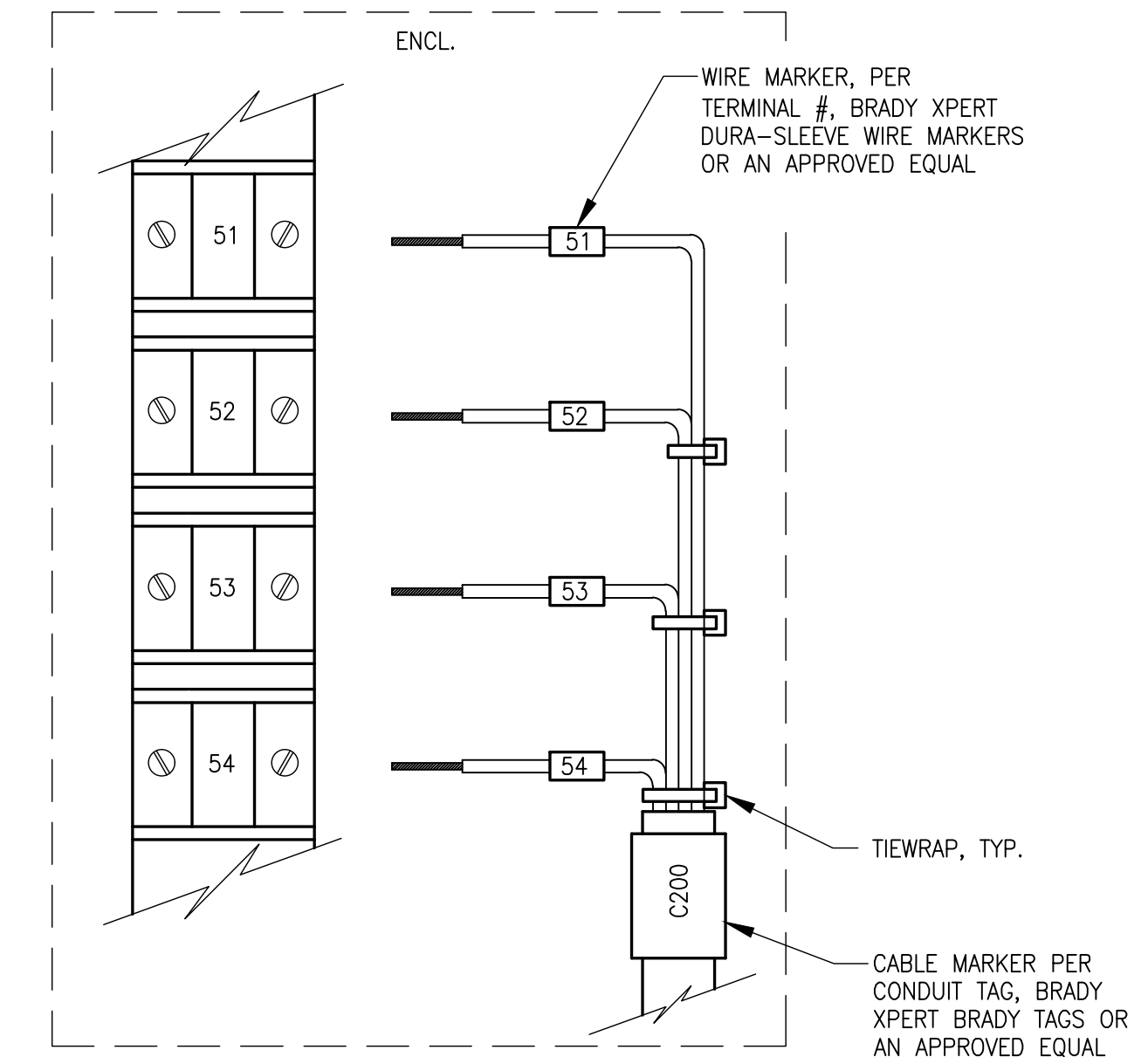
CIRCUIT MARKER DETAIL

NTS



CONDUIT DETAIL

NTS



TERMINATION EXAMPLE DETAIL

NTS

SECTION 16050

BASIC MATERIALS AND METHODS

PART 1- GENERAL

1.01 SUBMITTALS

- A. Submit data sheets on all items including vendor equipment to city inspector.

PART 2- PRODUCTS

2.01 GROUNDING MATERIALS

- A. All ground rods shall be 10 foot 5/8" copperclad, unless otherwise indicated.

2.02 CONDUIT

- A. PVC Conduit
 - 1. PVC conduit shall be Schedule 80 or Schedule 40 unless otherwise noted and shall be U.L. approved. Comply with Federal Spec WC-1094 and NEMA TC-1.
- B. Flexible Conduit
 - 1. All flexible conduits shall be liquidtight, made of corrosion resistant plated steel with extruded polyvinyl covering and watertight connectors.
- C. Refer to schedule in drawing for location requirements.

2.03 CABLE, WIRE AND CONNECTORS

- A. 600 Volt Power Wiring
 - 3. Individual conductors shall be rated for 600 volts and shall meet the requirements below:
 - a. Conductors shall be stranded copper.
 - b. All conductors shall be meggered after installation. Megger testing shall exceed 50 mega ohms.

2.04 BOXES

- A. Boxes for wiring devices, switches and receptacles installed outdoors shall be weatherproof fiberglass with polycarbonate cover plates.

2.05 PULL BOXES AND SPLICE BOXES

- A. Location
 - 4. Units used outdoor or in a damp or corrosive environment shall be 316 ss or fiberglass unless otherwise indicated on plans.
 - 5. Units used indoors in dry and clean A/C environments shall be NEMA 1.
- B. Size
 - 1. Units shall be sized per NEC as minimum.
- C. Required Units
 - 1. Plans depict minimum requirements. Additional units shall be provided as may be required to complete raceway systems.

2.06 MOUNTING AND SUPPORTING ELECTRICAL EQUIPMENT

- A. Furnish and install all supports, hangers, and inserts required to mount fixtures, conduits, cables, pull boxes, and other equipment.
- B. Support system used indoors in clean, dry and air conditioned areas shall be galvanized steel. All other areas shall be 316 ss with ss fasteners.

PART 3- EXECUTION

3.01 GROUNDING

- A. Provide ground system as indicated on the drawings and as required by the National Electrical Code.

3.02 CONDUIT

- A. Locations:
 - Conduits shall be used as follows:
 - 1. Refer to material schedule on drawings.
- B. Installation
 - 1. All conduits shall be sealed at each end with electrical putty.

3.03 WIRES, CABLES AND CONNECTIONS

- A. Cables pulled into conduits shall be pulled using pulling eyes attached to conductors.
- B. Shields shall be grounded at only one termination point.

3.04 BOXES

- A. Installation of boxes shall be in accordance with the National Electrical Code requirements.
- B. Boxes shall be mounted plumb and level in accessible locations and mounting shall be secure.

3.05 SUPPORTING DEVICES

- A. Use 316 struts and fasteners.

END OF SECTION

Drawing Name: E:\PROJECTS\City of Port St. Lucie\Panel Replacement\Project Implementation\Design\Electrical\City of PSL 1000 GRINDER REPLACEMENT PUMP STATIONS.dwg Layout Name: E-2 - Printed by: Raeanne Ryan - Date: 7/27/2021 - 7:57 AM - Hertz Consulting Engineers

EBID #20210094R1
 Electrical Connection of Retrofitted City Grinder Pump Systems
 Excel Bid Reply-Schedule A

Company Name: _____

Item No.	Description	Estimated Qty	Unit	Unit Price	Total
1	Bonds, Insurance, and General Conditions	1	LS		\$ -
2	Remove and Replace existing Grinder Pump Control Panel	991	EA		\$ -
3	City of PSL Individual Building Permit	991	EA		\$ -
Total Bid Amount:					\$ -

NOTE: The City's Estimated Annual Usage as indicated in this document has been inserted to establish a possible annual usage. Actual quantities that will be ordered by the City during the Contract Period may vary substantially from the Estimated Annual Usage. Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity or type of services that will be utilized during the Contract period.

eBID NO. 20210094R1– Attachment D

PROJECT TITLE: Electrical Connection Services of Retrofitted City Grinder Pump Systems

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? _____

NOTICE TO ALL PROPOSERS:

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

All questions regarding this Solicitation are to be submitted in writing to Shelby Dolan, Procurement Manager with the Procurement Management Department via e-mail sdolan@cityofpsl.com, or by phone 772-873-6338. Please reference the Solicitation number on all correspondence to the City.

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

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

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

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

Typed Name: _____

Signed: _____

Company and Job Title: _____

Date: _____

E-Verify Form

Supplier/Consultant acknowledges and agrees to the following:

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

E-Verify Company Identification Number _____

Date of Authorization _____

Name of Contractor _____

Name of Project _____

**Solicitation Number
(If Applicable)** _____

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

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

Signature of Authorized Officer

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC _____

My Commission Expires: _____

NON-COLLUSION AFFIDAVIT
Solicitation 20210094R 1- Attachment G
Electrical Connection Services of Retrofitted
City Grinder Pump Systems for 991 Sites

State of _____

County of _____ }

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

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

has submitted the attached PROPOSAL;

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

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

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

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

(Signed) _____

(Title) _____

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

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

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

Commission No. _____

Notary Print: _____

Notary Signature: _____

DRUG-FREE WORKPLACE FORM
eBid # 20210094R1 - Attachment H
Electrical Connection Services of Retrofitted City Grinder Pump Systems for 991
Sites

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

(Name of Business)

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

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

Bidder's Signature

Date:

CONTRACTOR'S QUESTIONNAIRE
eBID #20210094R1 – ATTACHMENT I

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 _____, 2022
(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 the license(s) that qualifies your firm to construct this project: _____

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

Addendum Number	Date Issued	Addendum Number	Date Issued

8. The Contractor will comply with all applicable federal and state laws and regulations, to include 2 C.F.R. 200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

Yes _____ No _____

9. List five (5) Electrical Connection Services of Retrofitted City Grinder Pump System projects similar to this project completed by your firm along with a brief description of project, location of project, client name, client phone number, value of contract, your firm’s percentage of the total contract value, as well as the number of change orders and the total change order value.

Project Number 1

Project Name: _____

Description & Size: _____

Location: _____

Client Name, Phone Number & Email: _____

Value of Total Contract: _____

Date of Completion: _____

Firm’s Percentage of Total Contract: _____

Number of Change Orders: _____

Value of Change Orders: _____

Was Project Completed on Schedule: _____

Was Project Completed within Budget? _____

Project Number 2

Project Name: _____

Description: _____

Location: _____

Client Name, Phone Number & Email:

Value of Total Contract:

Date of Completion:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 3

Project Name:

Description & Size:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Date of Completion:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 4

Project Name:

Description & Size:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Date of Completion:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 5

Project Name:

Description & Size:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Date of Completion:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

10. List subcontractors and major material suppliers for the project. Include telephone numbers. Insert additional sheets if necessary. **All subcontractors listed must complete a "Certification Regarding Lobbying" form and is to be included in the bid package. Attach all licenses and certifications that qualify them to perform the work.**

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

12. Has the Contractor or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? List the name of project, location, client, engineer, date and reason. Use additional pages if needed.

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

Project Number 1

Project Name: _____

Project Location: _____

Client Name and Phone Number: _____

Engineer Name and Phone Number: _____

Date: _____

Reason: _____

Insert additional projects if needed.

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

Yes ()

No ()

If yes, please explain:

14. 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)

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

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

16. 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

CITY OF PORT ST. LUCIE, FLORIDA
eBID NO. 20210094R1- ATTACHMENT J

PROJECT TITLE: Electrical Connection Services of Retrofitted City Grinder Pump Systems for 991 Sites

CERTIFICATION REGARDING LOBBYING

The undersigned 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 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
eBID NO. 20210094R1 – ATTACHMENT K
PROJECT TITLE: Electrical Connection Services of Retrofitted City Grinder Pump
Systems for 991 Sites

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

The Contractor 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 Contractor 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: _____

CITY OF PORT ST. LUCIE, FLORIDA
eBID NO. 20210094R1 – Attachment L
**PROJECT TITLE: Electrical Connection Services of Retrofitted City Grinder Pump
Systems for 991 Sites**

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: _____



"A City for All Ages"

eBID #20210094R1 – ATTACHMENT M CONTRACTOR'S CODE OF ETHICS

The City of Port St Lucie ("City), through its Procurement Management Department ("Procurement Management Department") is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public. To achieve these purposes, Procurement Management Department requires each vendor who seeks to do business with the City to subscribe to this Contractor's Code of Ethics.

- ◆ A Contractor's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- ◆ A Contractor will not discuss or consult with other Vendors intending to bid on the same contract or similar City contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- ◆ Contractor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.
- ◆ Contractor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- ◆ Contractor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- ◆ Contractor will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
- ◆ Contractor will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Vendor or for any other person.
- ◆ Contractor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.
- ◆ Contractor must comply with all applicable laws, codes or regulations of the countries, states and

localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Contractor must require their suppliers (including temporary labor agencies) to do the same. Contractor must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:

- Obtaining and maintaining all required environmental permits. Further, Contractor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.
- Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.
- Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

Name of Organization/Proposer _____

Signature _____

Printed Name and Title _____

Date _____

DISCLAIMER: This Code of Ethics is intended as a reference and procedural guide to contractors. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable contractor contract. In the case of any discrepancies between it and the law, regulation(s) and/or contractor contract, the law, regulatory provision(s) and/or vendor contract shall prevail.

**ATTACHMENT N – SAMPLE CONTRACT
CITY OF PORT SAINT LUCIE
CONTRACT #20210094**

This CONTRACT, executed this ___ day of _____, 2022, 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 *Contractor, Address, State XXXXX, Telephone No. (XXX) XXX-XXXX Fax No. (XXX) XXX-XXXX*, 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 for the Electrical Connection Service of Retrofitted City Grinder Pump Systems 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:

John Eason, or his designee.
City of Port St. Lucie Utilities Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Fl. 34984
Telephone: (772) 344-4119 Fax: (772) 344-4288
Email: JEason@cityofpsl.com

As used herein the Contract Manager shall mean:

Shelby Dolan, Procurement Agent II
City of Port St. Lucie Procurement Management Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Fl. 34984
Telephone: (772) 873-6338 Fax: (772) 871-7337
Email: SDolan@cityofpsl.com

TBD

SECTION II DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20210094, **Electrical Connection Service of Retrofitted City Grinder Pump Systems for 991 Sites** including all Attachments, all Addenda, and all other restrictions and requirements are incorporated by this reference.

Scope of Work: Contractor shall provide all the labor, supervision, equipment, machinery, tools, materials, permits, transportation, utilities, and other incidentals required to complete the replacement of existing low pressure grinder electric panels with panels that include generator receptacles for approximately 991 locations within the City of Port St. Lucie. All work shall be in accordance with the Technical Specifications consisting of pages 1-39, prepared by the City of Port St. Lucie Utility System Department.

Contractor will be required to pull a building permit for each individual grinder control panel and pay all associated fees.

The Contractor is expected to have a full understanding of the magnitude of the work to be performed. The Bidder will not be entitled to any extra payment for work that is typically expected for this type of project and lack of understanding by the Bidder shall not entitle the Bidder to extra payment.

Activities shall be in strict compliance with Federal, State and Local applicable Rules and Regulations.

This project is funded through the Department of Emergency Management Hazard Mitigation Grant Program (HMGP).

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 _____, 2021 and will terminate May 1, 2022. The Contractor shall 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

There is no renewal option for this Contract.

SECTION V COMPENSATION

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

Schedule A

TBD

TOTAL AMOUNT - \$ _____

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

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

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. In lieu of providing final Release of Liens, the Contractor may submit a Consent of Surety with the final invoice. All manufacturer's warranty documents must be provided in the format requested by the City prior to final payment.

Invoices for services shall be submitted 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

Electrical Connection Service of Retrofitted City Grinder Pump Systems for 991 Sites

of receipt of Contractor's valid invoice, provided that the invoice is accompanied by adequate supporting documentation, 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 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 and a unique invoice number.

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 mutually agreed upon by all parties. 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 SOVERIEGN 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 maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis. 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 (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability and Business Auto policies. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents, and shall include Contract #20210094 Electrical Connection of Retrofitted City Grinder Pump Systems for 991 Sites listed as additional insured.**" Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

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

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

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

It shall be the responsibility of the Contractor to ensure that all independent contractors and sub-contractors comply with the same insurance requirements referenced herein. It will be the responsibility of the contractor to obtain Certificates of Insurance from all independent contractors and subcontractors listing the City as an Additional Insured without the language when required by written contract. If contractor, independent contractor or subcontractor maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by contractor/independent contractor/subcontractor.

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

The City by and through its Risk Management Department reserves the right, but not the obligation, to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A:VII or better. When a self-insured retention or deductible exceeds \$5,000, The City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

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

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 Sub-Contractor, shall comply with [§ 119.0701, Fla. Stat.](#) The Contractor and Sub-Contractor, are to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from [Art. I, § 24\(a\), Fla. Const.](#) and § 119.07(1)(a), Fla. Stat. (2013). Pursuant to [§ 119.10\(2\)\(a\), Fla. Stat.](#), any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in [§ 775.082](#) and [§ 775.083 Fla. Stat.](#)

RECORDS

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

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

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

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

supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this contract.
5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.
6. The Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the ITB for a period of five (5) years from the date of the City's final payment to the Contractor, or close-out, under this ITB. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

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

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

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

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

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

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.

Title VI

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 products must be warranted by the Contractor to be free of defects in workmanship and material for a period of not less than three hundred sixty-five (365) calendar days; said period to commence upon the date products are accepted by the City and Contractor has received final payment.

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

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

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

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

Cooperative Purchasing Agreement - This Contract may be expanded to include other governmental agencies provided a cooperative purchasing agreement exists or an inter-local agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. 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

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

City of Port St. Lucie
Public Works Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099 (772) 871-5175

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

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

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

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

- I. Immediately terminate the contract without additional written notice(s); and/or
- II. Enforce the terms and conditions of the contract and seek any legal or reasonable remedies; and/or
- III. Procure substitute services from another source and charge the difference between the contract and the substitute contract to the defaulting Contractor

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

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 six

hundred ninety (\$500.00) 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.

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, pandemics, 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.

**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.

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

**SECTION 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.

This project is funded through the Hazard Mitigation Grant Program (HMGP) Contract #H0365. This is FEMA Project #4337-350-R, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). This project must adhere to all program guidelines established for the HMGP in accordance with PAS Operational Agreement for Disaster 4337.

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

All applicable State and Federal Statutes must be followed. Failure to comply with all general conditions may result in removal from the project.

In addition to other provisions required by the Federal agency or non-Federal entity, **all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.**

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

The following Items (26) through (32) are "MANDATED CONDITIONS that will be incorporated into the awarded contract as well as all applicable provisions as amended (40 U.A.C.3141-3148). These following numbered sections

(26) EQUAL OPPORTUNITY EMPLOYMENT

In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto,

and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- 6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or

award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

Here is the State certified vendor directory link: <https://osd.dms.myflorida.com/directories>.

MWBE Participation. The City does not have a codified MWBE Program. The City does, however, encourage State of Florida MWBE participation wherever possible. A State of Florida certified vendor directory for MWBE firms is provided at <https://osd.dms.myflorida.com/directories>.

Small Business Participation. The City does not have a codified small business program. The City does, however, encourage certified State of Florida small business participation wherever possible. A State of Florida vendor directory for Small Businesses is provided at <https://osd.dms.myflorida.com/directories>.

Subcontracting. If a Bidder intends to subcontract any portion of the work, the Schedule of Subcontractors form must be fully completed and submitted with the Bid. The name, address, phone number and extent of work and value of the work to be performed should be included for all subcontractors, *including* any small business or MWBE contractors. All small business and MWBE subcontractors must be identified on the Schedule of Subcontractors form and the certification of small business and MWBE status attached. The City reserves the right to reject any Bid if the bid names a subcontractor who has previously failed in the proper performance of a contract with the City, or failed to deliver on time contracts of a similar nature, or who, in the City's determination, is not in a position to perform under this award. The City reserves the right to inspect all facilities of any subcontractor in order to make a determination as to the foregoing.

ACCESS TO RECORDS

The Contractor agrees to provide the City of Port St. Lucie, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to permit the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the City of Port St. Lucie and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

DHS SEAL, LOGO, AND FLAGS

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders and FEMA policies, procedures and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENT OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

PROCUREMENT OF RECOVERED MATERIALS

(Applicable to all FEMA contracts, 42 USC s. 6962; 2 CFR Part 200, Appendix II, K; 2 CFR s. 200.322) (8) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. (9) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

Any procurement involving funds authorized by Hazard Mitigation Grant Program (HMGP) must comply with all applicable federal and state laws and regulations, to include [2 C.F.R. 200.318 through 200.326 as well as Appendix II to C.F.R. Part 200](#).

**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
SCRUTINIZED COMPANIES**

[Section 287.135, Florida Statutes](#), prohibits agencies from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized

Electrical Connection Service of Retrofitted City Grinder Pump Systems for 991 Sites
Companies with Activities in the Iran petroleum Energy Sector List, or do any business with Cuba or Syria. Both lists are created pursuant to [Section 215.473, Florida Statutes](https://www.sbafla.com/fsb/Portals/FSB/Content/GlobalGovernanceMandates/QuarterlyReports/Global_Governance_Mandates_and_Florida%20Statutes_2019_01_29.pdf?ver=2019-01-29-130006-790)
https://www.sbafla.com/fsb/Portals/FSB/Content/GlobalGovernanceMandates/QuarterlyReports/Global_Governance_Mandates_and_Florida%20Statutes_2019_01_29.pdf?ver=2019-01-29-130006-790.

**SECTION XXIX
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 XXX
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 XXXI
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: _____

By: _____

Purchasing Agent

Authorized Representative

NOTARIZATION AS TO AUTHORIZED REPRESENTATIVE'S EXECUTION

STATE OF FLORIDA)

) ss

COUNTY OF _____)

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

_____.

Signature of Notary Public

Print Name of Notary Public

Notary Public, State of Florida

My Commission expires:

NOTARY SEAL/STAMP

ATTACHMENT O

<p style="text-align: center;">GENERAL SPECIFICATIONS Section A: State & Federal Statutes</p>

This project is funded through the Hazard Mitigation Grant Program (HMGP), FEMA-Irma-DR-FL. This is FEMA Project #4337-350-R, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). This project must adhere to all program guidelines established for the HMGP in accordance with PAS Operational Agreement for Disaster 4337.

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

All applicable State and Federal Statutes must be followed (i.e. Davis Bacon, Child Labor Laws, Equal Employment Opportunities, etc.). Failure to comply with all general conditions may result in removal from the project.

In addition to other provisions required by the Federal agency or non-Federal entity, **all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.**

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

The following Items (26) through (32) are “MANDATED CONDITIONS that will be incorporated into the awarded contract as well as all applicable provisions of the DAVIS BACON ACT as amended (40 U.A.C.3141-3148). These following numbered sections are from the Federally Funded Subaward and Grant Agreement between the City of Port Saint Lucie and the Florida Division of Emergency Management (Pass-Through Entity) for the Federal Emergency Management Agency:

(26) EQUAL OPPORTUNITY EMPLOYMENT

In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or

ATTACHMENT O

undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1)** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2)** The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3)** The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4)** The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5)** The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6)** The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain

ATTACHMENT O

compliance with such rules, regulations, and orders.

- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in

ATTACHMENT O

whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

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If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes

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place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141–3148). As required by

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Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

The Wage Decision to use for this Contract is https://sam.gov/wage-determination/FL20210228/0?index=wd&keywords=%22st.%20lucie%20county%22&is_active=true&sort=-relevance&date_filter_index=0&date_rad_selection=date&wdType=dba&page=1&inactive_filter_values=false

ACCESS TO RECORDS

The Contractor agrees to provide the City of Port St. Lucie, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to permit the FEMA Administrator or his authorized representatives’ access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the City of Port St. Lucie and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

DHS SEAL, LOGO, AND FLAGS

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

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This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders and FEMA policies, procedures and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENT OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Any procurement involving funds authorized by Hazard Mitigation Grant Program (HMGP) must comply with all applicable federal and state laws and regulations, to include [2 C.F.R. 200.318 through 200.326](#) as well as [Appendix II to C.F.R. Part 200](#).

Firm Name: _____

Authorized Signature: _____

Date: _____