

**CITY OF PORT SAINT LUCIE
CONTRACT #20240034**

This CONTRACT, executed this _____ day of _____, 2024 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 *All Webbs Enterprises, Inc., 309 Commerce Way , Jupiter Florida 33458 ,561-746-2079* hereinafter called “Contractor”, party of the second part.

**SECTION I
RECITALS**

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

WHEREAS, the City wishes to contract for the Rehabilitation and Maintenance for the Floridan & Surficial Wells 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 II
NOTICES**

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

Daniel Burdett - Natural Resource and Maintenance Coordinator
Utility Systems Department
1001 SE Prineville Street.
Port St. Lucie FL 34983
Telephone: 772-873-6474
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City Contract Administrator: India Barr – Procurement Contracting Officer I
Procurement Management Department
121 SW Port St Lucie Blvd,
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Contractor: David Webb , Vice President
All Webbs Enterprises ,Inc.
309 Commerce Way
Jupiter Florida 33458
Telephone : 561-746-2079
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SECTION III
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the E-Bid Specifications #20240034, Attachments and all agenda, are made part of this Contract for **Well Rehabilitation Services** for the City of Port Saint Lucie.

Location: City of Port Saint Lucie, Florida.

Scope of Work: The work in this annual rehabilitation contract consists of pulling pump and column pipes, inspecting and testing the well, back-plugging, acidizing, redeveloping, sanitizing, and reinstalling or replacing the pump equipment. Work shall be based on City's consultant well rehabilitation report and recommendation directive in an attempt to improve water quality and to maximize the well capacity after rehabilitation.

Contractor shall furnish all labor, materials, tools, equipment, and supervision for the Well Rehabilitation Services. The Specifications included in these Contract Documents establish the performance and quality requirements for material and equipment and the minimum standards for this contract. Location maps, site plans, deep injection well diagrams and interconnection diagrams are provided in the attached Drawings.

THE TASKS NEEDED TO REHABILITATE AND TEST A WELL MAY INCLUDE, IN SUMMARY:

- A. Pump efficiency test.
- B. Mobilize, remove and inspect production pump.
- C. Initial color down hole video survey.
- D. Brush casing, remove loose fill via air-reverse method.
- E. Chlorinate and surge with 2000 Ppm chlorine.

- F. Allow overnight sterilization.
- G. Airlift residual chemicals.
- H. Prepare wellhead for acid.
- I. Prepare wellhead for descaling.
- K. Install injection equipment.
- L. Install electromagnetic descaling equipment.
- M. Inject 500 gallons of 15% acid .
- N. Inject 2000 gallons of electromagnetic descaling solution.
- O. Airlift spent acid (direct air method).
- P. Airlift debris (direct air method).
- Q. Repeat acid treatment.
- R. Repeat electromagnetic descaling treatment (if needed).
- S. Post chlorination. Disinfection of the well is in accordance with AWWA Standard C654-03 Disinfection of Wells.
- T. Reset pump and perform specific capacity test.
- U. Post treatment color video survey.
- V. Test Specific Capacity (SC)* after each well rehabilitation is completed.

1. Obtaining all permits required to modify the well and to discharge brackish water to a surface water feature.
2. Gaining access to the pump and well by removing the fence surrounding the well house as required and the access hatch above the well.
3. Setting a discharge pipe from the well to the adjacent drainage ditch or other discharge point.
4. Killing artesian flow in the production well prior to pump removal and restoring flow prior to development, testing and sampling.
5. Removing and installing the production pump.
6. Installing and removing the test/development pump.
7. Tending of the pump or well during dynamic (flowing) video and geophysical logging.
8. Completing static and dynamic video logs, static and dynamic flow logs, and other geophysical logs as described herein.
9. Conducting packer testing at up to four (4) intervals between the bottom of the casing and total depth of the well (1,350 feet) to identify anomalous water quality and discharge zones.
10. Collecting water samples from each tested interval as described herein.

11. Back-plugging the well with cement and possibly gravel to a specified depth.
12. Develop the well after back-plugging.
13. Perform specific capacity test after back-plugging.
14. Acidization of the well to increase specific capacity.
15. Develop the well after acidization.
16. Perform specific capacity test after acidization and development with water quality analysis.
17. Disinfecting, testing, and recertifying the well for public supply service.
18. Restore site to original condition.

SITE AND FACILITIES DESCRIPTION

1. Each well is located in a concrete block pump house, inside a chain-link security fence.
2. Access to the pump in each well will be via a removable roof access hatch.
3. Final casing for each well is 17.4-inch outside diameter PVC, with a minimum inside diameter of 15.08 inches, and casing length from between 750 and 875 feet. Total depth of each well is approximately 1,350 feet.
4. The average potentiometric head of the open borehole in the Floridan aquifer is expected to be about 10 to 20 feet above land surface at the site, therefore, flowing well conditions are to be expected.

OTHER REQUIREMENTS

1. Rehabilitation and testing of the well shall comply with South Florida Water Management District (SFWMD) and Florida Department of Environmental Protection (FDEP) rules and regulations, and with any other applicable federal, state, and local rules and regulations.
2. The Work includes the furnishing of all labor, materials, equipment and all other facilities and incidentals necessary to disinfect the well and bacteriologically clear it after testing and prior to placing the well back in service, as required by FDEP.
3. Location of all existing utilities will be the Contractor's responsibility. Damage to any utilities shall be repaired at the Contractor's expense.
4. Water quality testing shall also be performed during the testing of the well.

Sampling and testing for water quality parameters will be performed by the Contractor. The Contractor shall coordinate with the City's representative for sampling times and shall provide the necessary access to the well being tested. The Contractor is responsible for all analytical costs associated with the water quality sampling and analysis related to the discharge of drilling and development waters off-site.

5. These Specifications are intended to be a general description of the required work, but may not cover all contingencies that may occur during well testing. Changes or variations from the work plan shall be communicated to the City in writing and shall be approved in writing by the City prior to execution.
6. At the conclusion of work, or in the event of a hiatus in work, the well shall be disinfected to remove bacteriological contamination in accordance with AWWA Water Well Standards A100-06 and ANSI/AWWA C654.
7. The Contractor shall establish his work sequence based on the use of crews to facilitate rehabilitation and testing within the allotted contract time.

REFERENCE TO STANDARDS

- A. This work entails testing, disinfection, and possible changes to the well. New materials (grout) may be added to the well to back-plug portions of the well that are found to be producing unacceptable quality water. AWWA, ASTM, ANSI, and API standards shall apply as referenced herein. Standards shall include, but are not restricted to the following:
 1. AWWA Water Well Standards A100-06.
 2. AWWA Standard for Disinfection of Wells, C654-97.
 3. ASTM Portland Cement Standards, C 150-92.

REVIEW

- A. Copies of all permit applications shall be submitted to the City no less than three (3) days prior to submittal.
- B. The proposed method of well disinfection and a list of proposed materials shall be submitted to the City for approval no less than two (2) days prior to well disinfection.

PERMITS

- A. The Contractor shall be responsible for obtaining permits from the St. Lucie County Health Department to modify the well as determined by the City during testing. The permit shall be available for inspection at the site during construction activities

intended for modification of the well. Once obtained, a copy shall be kept on-site at all times. The Contractor shall be responsible for obtaining permit time extensions, if work extends beyond the valid permit duration.

- B. The Contractor shall be responsible for obtaining any additional federal, state, or local permits required for testing or rehabilitating the well or discharging water from the site. If a generic discharge permit is required by the FDEP, the Contractor shall be responsible for obtaining the permit and for the compliance of all permit conditions.
- C. The Contractor shall not perform any work on the well until appropriate permits are obtained.
- D. The Contractor shall furnish separate copies of all permit applications to the City for review as described, and shall deliver a copy of each permit to the City by certified mail within 2 days of receipt.
- E. The Contractor is responsible for all permit fees.

QUALIFICATIONS

- A. The Contractor responsible for testing and rehabilitating the well shall be licensed by a Florida WMD as a water well contractor employing only competent workmen for the execution of this Work, and all such Work shall be performed under the direct supervision of an experienced well driller satisfactory to the City.
- B. The City may make any other investigations deemed necessary to determine the ability of the Contractor to perform the Work, and the Contractor shall furnish to the City all such information and data for this purpose as the City may request.
- C. The Contractor shall furnish satisfactory evidence upon request that all materials to be furnished in performing the specified Work are new and all equipment to be used is in good working order.
- D. The Contractor shall complete the Work described in this Section in accordance with (a) the American Water Works Association Standard for Water Wells (AWWA A100-06), (b) applicable portions of the Rules of the SFWMD, Chapter 40E-3, F.A.C., and (c) applicable portions of the Rules of the FDEP, Chapter 62-555, and 62-532 F.A.C.

PROJECT RECORDS

- A. Before proceeding with the rehabilitation and testing of the well, a report listing the source and description of the materials to be used shall be submitted to the City.
- B. During rehabilitation and testing of the well, the Contractor shall maintain at the work site a complete log setting forth the following:

1. An up-to-date copy of the Contractors daily work log. The daily log shall include a record of the name and affiliation of all workers and managers who are present on site and the names, affiliations, and periods of visitation for all visitors to the site. Site visits by representatives of the City or regulatory authority shall be noted.
 2. Copies of all issued permits and pending permit applications.
 3. Current and accurate copies of Safety Data Sheets (SDS) for all materials used in executing the work or stored on site.
 4. The surveyed reference point for all depth measurements.
 5. The depth interval of current work.
 6. The depth interval from which each water sample is taken.
 7. Other pertinent data requested by the City.
- C. Water samples will be collected by or at the direction of the City at selected intervals in the Floridan aquifer during testing. One samples shall be collected from each interval and each sample container shall be clearly and legibly labeled with the following information:
1. Sample identification that includes well ID and depth interval (such as, “*F#, depth 750 – 1300 ft*”).
 2. Analyses intended for the sample container.
 3. Sequence number (as in “*F#, 750 – 1300 ft, 1 of 2*”).
 4. Person who collected the sample.
 5. Date sampled.
 6. Time sampled.
- D. A daily report shall be maintained and delivered upon request to the City or his representative at the well site. At a minimum, the report shall give a complete description of number of hours on the job, shutdown time due to breakdown or other cause, the fluid level in the hole measured daily before starting pumps, tasks performed during each 24-hour period, workers present during each 24-hour period, and such other pertinent data as requested by the City.

PRODUCT STORAGE AND HANDLING

- A. All parts and equipment removed during execution of the work shall be properly protected so that no damage or deterioration will occur during the time between removal and re-installation.
- B. All equipment and parts must be properly protected against any damage or deterioration during storage.
- C. Column pipe, drive shafts, and appurtenances shall be stored as recommended by the manufacturer and supplier.
- D. Factory assembled parts and components shall not be dismantled unless permission is received in writing from the City.
- E. Finished surfaces of all exposed pump openings shall be protected by wooden blanks, strongly built and securely bolted thereto.
- F. Finished iron or steel surfaces not painted shall be properly protected to prevent rust and corrosion.

PRODUCTS

PACKERS

- A. The Contractor shall demonstrate expertise in operation of inflatable packers for isolating well intervals for sampling and testing. If the Contractor does not, in the opinion of the City, demonstrate adequate expertise, the Contractor may employ the services of an approved company recognized as an expert in this form of testing, such as, but not limited to Baker Oil Tools or TAM International.

CEMENT GROUT

- A. Grout shall be Type II (ASTM C150) neat Portland cement and proportioned in accordance with AWWA A100. The grout mixture may contain up to 6 percent (by volume) of bentonite clay and will be subject to testing at the discretion of the City. Grout not meeting the specification shall be rejected. The Contractor shall have an approved method of testing density of grout on site.
- B. Approximately 5.2 gallons of fresh water shall be added to a 94-lb sack of cement yielding a weight of roughly 15.6 lbs./gal for neat cement grout. A maximum of 9.1 gallons of fresh water shall be added to a 94-lb sack of cement with 6 percent bentonite added to yield a weight of approximately 13.5 lbs./gal for cement bentonite grout. Mixes between these two grout mixtures shall comply with manufacturer recommendations and shall yield weights between 13.5 and 15.6 lbs./gal.

WELL COVERS

- A. Whenever work on the well is interrupted, such as during an overnight shutdown, the well opening shall be sealed with a substantial cover in accordance with the Rules of the SFWMD, Chapter 40E-3, F.A.C. At all times during construction of the well, the Contractor shall use reasonable precautions to prevent both tampering with the well and entrance of foreign material into the well.
- B. The cover shall be watertight, restrict the positive upward pressure, and stop flowing conditions at the wellhead.

DISINFECTANT

- A. Disinfectant solution shall be at a minimum concentration of 50 mg/L of chlorine or approved disinfectant within the recommended concentration range for the full length of the well.
- B. Contractor must submit a list of all chemicals and process to be used, in addition to SDS sheets. All chemicals used shall be in accordance with all Federal, State and local guidelines and used per EPA directions.

EXECUTION

SITE PREPARATION AND RESTORATION

- A. Each well is located in a concrete block pump house, inside a chain-link security fence. Access to the well and may be restricted by the fence. The fence may be removed to facilitate access to the well. If so, the fence shall be restored to original condition upon completion of work. Site shall remain secure at all times.
- B. Damage to streets, roads, driveways, curbs, sidewalks, landscaping, and turf shall be repaired to original condition by the Contractor.

PUMP REMOVAL

- A. The pump shall be disconnected from electrical service by the City. The City shall assist the Contractor with other disconnections within the well house such as the magmeter and pressure transducer.
- B. The Contractor shall kill the artesian flow of the well prior to removal of the column pipe and pump. Flow shall be restored prior to testing and sampling.
- C. The Contractor shall remove the motor, shaft, column pipe, and pump, and shall store them at the Water Treatment Plant.

GEOPHYSICAL AND VIDEO LOGGING

- A. A series of geophysical logs and a video log will be performed to help identify well and water quality changes. The geophysical logs will include caliper, static flow, dynamic flow, gamma ray, spontaneous potential, resistivity, acoustic, fluid conductivity, and temperature.
- B. The dynamic flow log shall be performed at an average discharge of 1,900 gallons per minute (gpm) or more. If the well does not naturally flow at this rate, the Contractor shall pump the well during the dynamic flow log to attain the desired discharge.
- C. All data from the geophysical logging will be provided to the City in hard copy (paper) log format (six (6) copies), and as digital information in Microsoft Excel 2003 format or in ASCII comma delimited text file (.csv) format. An electronic version of the paper logs shall be provided in portable document file (.pdf) format.
- D. The video logs will be made with a color video camera with 360° directional side viewing capability. It will include inspection of the casing and open hole. The well will be allowed to flow during the video log to allow for inspection of highly transmissive zones that may be flowing and to help select zones for packer testing. Four (4) copies of each video log will be provided on DVD in a format compatible with MS Windows Video Viewer. A hydrogeologist shall be present during all video logging to view the log and to direct closer or repeat inspection of selected intervals of the well bore.
- E. Water discharged during dynamic (flowing) portions of the geophysical and video logging will be controlled by the Contractor to avoid erosion and flooding.
- F. Geophysical logging shall be performed by experienced and well-trained personnel. Those performing logging operations shall have a minimum of 10 years of experience. One-year experience shall be a year in which the logger has completed geophysical logging of three or more wells. Five (5) years of the required experience shall be waived if the logger is a Florida licensed professional geologist (P.G.) or registered professional engineer (P.E.). Training shall include more than the minimum training offered by manufacturers with the purchase of new logging equipment.

DISCHARGE CONTROL

- A. Discharge pipe shall be laid from the well to the point of discharge. The discharge pipe will be laid only within dedicated public easements or rights-of-way unless Contractor has obtained written permission for use of private property. If a right-of-way utilization permit is required, the Contractor shall obtain the permit in accordance with the permitting authority.

- B. The quality of water discharged from the production well and allowed to flow to the surface water discharge points shall be monitored by the Contractor. Both dissolved oxygen and salinity may cause harm. The Contractor shall be responsible for maintaining conditions at the point of discharge within acceptable limits of the FDEP.
- C. Dissolved oxygen concentrations shall be maintained by the Contractor at a minimum of 5 mg/L at the points of discharge. This shall be achieved by injecting compressed air in the discharge line a minimum of 50 feet upstream of the end of the discharge pipe. Alternate methods of aeration may be approved by the City, if the ultimate goal of dissolved oxygen concentration can be achieved.
- D. Testing is not anticipated to yield turbid water; nonetheless, turbid water may be generated by other on-site activities. The Contractor shall limit turbidity to a maximum of the background canal turbidity plus 29 NTU at the point of discharge.
- E. Dissolved oxygen, salinity, and turbidity concentrations shall be monitored using calibrated equipment. The Contractor shall monitor and record dissolved oxygen, salinity, and turbidity once per hour during discharge.

PACKER TESTS

- A. After the completion of the geophysical and video logging of each well the Contractor shall conduct up to four inflatable straddle packer tests. The hydrogeologist may request that any one of these tests be substituted with a single packer test.
- B. Packer testing of each interval shall consist of:
 - 1. Purging the packed interval of at least one volume. Purging shall continue until stable water quality conditions are recorded for three consecutive samples taken at 10-minute intervals.
 - 2. Conducting a constant rate discharge test of the packed interval at a discharge of at least 100 gpm for a period of at least 4 hours. Background, drawdown, and recovery water levels shall be obtained by the pressure transducer with data logger monitoring the packed interval at 5-second intervals.
 - 3. The annular space shall also be monitored throughout the test.
 - 4. Conducting a recovery test of the packed interval until recovery of the water level to static conditions or for a maximum period of 4 hours.
 - 5. Collecting water quality samples near the end of the test as directed by the City from both the packed interval and the annular space above the uppermost packer.

6. Recording packer element pressure at intervals of no less than 10 minutes throughout pumping and recovery portions of the test.
- C. To conduct the packer tests, the Contractor shall employ the services of an approved company recognized as an expert in this form of testing, such as, but not limited to Baker Oil Tools or TAM International. The Contractor may use his own equipment, provided it is capable of performing as required, and providing he can demonstrate experience in this type of deep well drill-stem testing. The Contractor shall furnish proof of experience and of the capability of the equipment to the City prior to performing any work.
- D. The packer assembly shall be pressure tested prior to emplacement in the open hole section of each well.
- E. The open-hole packer tests shall be conducted such that hydrologic properties of the formation can be determined and a representative water sample can be collected for analysis. The City will select the depth intervals to be tested based on an analysis of the geophysical and video logs, the lithologic logs of the well, and other available site-specific and regional data.
- F. For all packer tests, at least the uppermost 270 feet of work pipe shall consist of drill pipe with a 6-inch inside diameter to facilitate the installation of a 4-inch diameter submersible electric pump which shall be set at a depth approximately 250 feet below flange level. The discharge pipe shall be equipped with a gate valve and the pump and valve shall be capable of discharging and regulating flow at specified rates between 1 to 100 gpm.
- G. The Contractor shall furnish and install in the pipeline within 30 feet of the well to be pumped, a calibrated flow meter capable of recording instantaneous flow rates and of totalizing flow. The flow meter shall have an accuracy of plus or minus 2 percent at the tested rate. The flow meter shall be sufficiently removed from valves, elbows and reductions and obstructions in the pipeline to allow the meter to perform within specifications. The flow meter shall have been calibrated no more than 6 months before the notice to proceed, and proof of calibration shall be submitted to the City before installation of the flow meter.
- H. All surfaces of the drill pipe, casings, and other fittings used for the packer tests shall be free of rust, scale and other materials that could be dislodged and interfere with the results of a test. Should a test fail because of the presence of any of these materials in the tools or pipe, the Contractor shall not be reimbursed for the test and the test shall be conducted again at the Contractor's expense.
- I. The packer element may be inflated using either gas or water, but shall be designed and installed in accordance with the manufacturer's instructions for operation using the chosen inflation medium. Documentation of the manufacturer's design and

operation of the packer assembly using the selected inflation medium shall be submitted to the City for review.

- J. The assembled packer shall be field tested in a section of steel pipe of appropriate diameter at the well site prior to insertion into the well.
- K. If accidental shutdown or an unauthorized variation in the pumping rate occurs prior to the specified end of the test, and if in the City’s opinion the failure has invalidated the data collected during the test, the Contractor shall make any necessary repairs and re-start the test from the beginning. No payment will be made for pumping time prior to any accidental shutdown or gauge variation if the test results are invalid.
- L. After successfully setting and inflating the packer, and before conducting the 4-hour constant rate discharge and 4-hour recovery tests for each test interval, the Contractor shall purge the packed interval and open hole zone so that the water quality characteristics of each are representative. The Contractor shall allow water levels in the work pipe and in the open hole above the packer to return to static conditions prior to initiation of the constant rate discharge test. For the purpose of this work, “return to static conditions” shall mean that trend corrected head shall be within 0.1 feet of the condition prior to initiation of purging or testing. The Contractor shall provide access for water-level measurements using an M-scope, tape, or electronic probe/transducer to the work pipe and the open hole above the packer.
- M. Just prior to the completion of each test, the Contractor shall provide two (2) water sample kits. The kits shall consist of pre-preserved sample containers from a state-certified laboratory for collection of a water sample from the pumped discharge and from the open-hole portion of the well. Each kit will be accompanied by a completed chain-of-custody form prepared by the laboratory and updated as appropriate by the Contractor. No kit shall be accepted for use if the chain-of-custody documents are incomplete. Each kit will have appropriate containers for the following analytes:
 - 1. Specific conductance
 - 2. Total dissolved solids
 - 3. pH
 - 4. Calcium
 - 5. Magnesium
 - 6. Sodium
 - 7. Potassium
 - 8. Chloride
 - 9. Sulfate
 - 10. Bicarbonate alkalinity
 - 11. Total alkalinity
- N. The Contractor shall be responsible for providing all pumps, generators, prime movers, pipeline, meters and gauges necessary for the four packer pumping tests, and eight sets of water-quality analyses, in the unit price of each inflatable packer test. The Contractor should allow for a minimum of 2 hours of pre-test purging (and

purging of a minimum of 2 packed-interval volumes) prior to each constant-rate packer pumping test.

WELL BACK-PLUGGING

- A. The depth of back-plugging shall be determined by the City after review of the data collected on the well during initial testing.
- B. The Contractor shall plug portions of the well by injection of neat Portland cement in accordance with standards and procedures specified in the Rules of the SFWMD, Chapter 40E-3, F.A.C.
- C. Certain portions of the borehole to be abandoned may be fractured or cavernous, and may require installation of gravel with a sand cap to fill in such voids prior to continuing with stages of grout. The gravel and sand shall be installed via the tremie pipe method.

GROUTING

- A. Grouting for back-plugging shall be done in accordance with the Rules of the SFWMD, Chapter 40E-3, F.A.C.
- B. All grouting shall be performed in the presence of the City and a SFWMD representative or City's hydrogeologist if not available.
- C. Before proceeding with placement of the grout, the Contractor shall secure the City's approval of the proposed method of placement. No method will be approved that does not specify the forcing of grout from the bottom of the space to be grouted towards the surface.

WELL DEVELOPMENT

- A. The well shall be developed after completion of the back-plugging and after completion of the well acidization.
- B. The water supply well shall be developed by surging and interrupted over-pumping, or other methods approved by the City. Over-pumping shall be at various rates up to 2,000 gpm or greater. Development shall continue until the well produces less than 1 ppm of sand at 1,800 gpm. It shall also continue until turbidity in the well is below 1 NTU after 5 minutes of uninterrupted pumping at 1,800 gpm. The Contractor shall test the turbidity and sand content at least every four hours during development and report the results to the City's on-site representative.
- C. If the method of development employed by the Contractor is not yielding satisfactory results, which, in the opinion of the City, will produce levels of sand and turbidity that meet the acceptance criteria following the specified development period, the City may

suspend work, and request that the Contractor modify his development procedure prior to continuation of further development.

- D. Sand content shall be determined in the well using a Rossum sand tester or approved equivalent. It is the responsibility of the Contractor to secure prior written approval from the City for any changes in the sand content testing method.
- E. Well development shall be deemed complete when sand content and turbidity are below the levels specified. It is the responsibility of the Contractor to attempt to meet the development criteria by the methods outlined.

ACIDIZATION

- A. Once the borehole is back plugged and redeveloped, if the well has insufficient specific capacity, then the well shall be acidized.
- B. Acidization shall be performed by the Contractor in order to increase the specific capacity and productivity of the well. The Contractor shall furnish all labor, materials, equipment and incidentals to complete the work under this Section. All work regarding acidization will be performed in a safe manner ensuring the safety of all workers and protection of the facilities.
- C. Hydrochloric acid (18/20 Baume) shall be used to acidize the well and it shall be an NSF approved product. The acid shall be injected into the formation at specified depths via injection tubing and blended with treated or RO raw water at a rate of about 170 gpm. It is anticipated that the volume of acid of about 1,300 gallons with blend water shall be injected over two days for a total volume of approximately 500,000 gallons of treatment acid applied. The anticipated pH of the treatment acid blend is 2.0 to 2.1 units.
- D. The Contractor shall monitor pressure buildup within the well during the acidization process and shall have a system in place to relieve the pressure due to dissolution of the carbonate formation and the release of carbon dioxide within the well. The discharge shall be controlled to flow to a tanker truck to prevent release of acidic liquids to the environment.
- E. If required, development water from the well after the acidization shall be neutralized prior to discharge to surface water bodies.

SPECIFIC CAPACITY TESTING

- A. A specific capacity test will be conducted on the water supply well after back-plugging and then after acidization followed by development. The test will consist of pumping the well at a constant rate for a specified period or until the water level drawdown stabilizes in the water supply well.

1. Background, pump test, and recovery water levels shall be obtained by the pressure transducers with data loggers from the water supply well at 5-second intervals.
 2. Discharge rates shall be measured and recorded periodically throughout the test by the Contractor. The totalizing flow meter reading shall be recorded every 15 minutes for the duration of the test.
 3. If possible, water levels shall also be collected manually by the Contractor for the duration of the test.
 4. Water levels shall be collected by the Contractor at the end of the discharge test until the pumping well recovers within 0.05 feet of the original static water level or a minimum of 1 hour.
 5. A copy of the test data collected by the data logger will be provided to the City for reduction and analysis in its raw form in ASCII or Microsoft® Excel format. A copy of all other data, handwritten or otherwise, collected for the test will also be provided to the City for reduction and analysis.
- B. Prior to the start of well testing, the Contractor shall install test data collection equipment. The pump and all measuring or testing equipment must be disinfected prior to being placed in the well.
1. A 1¼-inch nominal diameter pipe, open only at the top and bottom and suitable for water-level measurement using a pressure transducer, shall be installed in the pumping water supply well. The top of the pipe shall be installed at or slightly above land surface and be accessible during the pumping test as directed by the City. A fitting allowing for the watertight sealing of the access pipe around the transducer cable must be provided. The bottom of the pipe shall be 3 feet above the top of the pump bowl assembly. The inside of the pipe shall be smooth and unobstructed, and the pipe shall be sufficiently plumb and straight so that there will be no interference with measurement.
 2. A gate valve shall be installed in the discharge pipe located at the well head. The valve shall be in good condition and shall be capable of controlling the discharge rate of the well.
 3. A totalizing flow meter calibrated to read within 5% of actual discharge shall be installed in the discharge pipe to measure the discharge during testing.
- C. During testing of the well, the Contractor will record discharge rates and water levels in the well at predetermined times. For this purpose, the Contractor shall operate the pump without interruption, at no more than 2 percent fluctuation in the designated rate of discharge, during the full period of the test. If a test is started but must be stopped due to equipment breakdown or inadequate supervision by the

Contractor, no extra payment will be made for the time spent pumping before the test had to be stopped, or the time spent waiting for recovery before the test is restarted. If any part of the pumping equipment fails to operate properly or impairs the proper functioning of another element or instrument involved in the test, the equipment shall be removed and repaired at the expense of the Contractor and no extra payment will be made for the delay.

- D. The discharge rate for the specific capacity testing will be 1,800 gpm.

WATER QUALITY ANALYSIS

- A. Water quality samples shall be collected for laboratory analysis at the end of the final specific capacity test. The samples shall be analyzed for inorganic parameters including turbidity, specific conductance, pH, total dissolved solids, and chloride.
- B. The water samples shall be collected from a smooth sample port while the well is being discharged at the design pump rate.
- C. The Contractor shall be responsible for coordination with the state-approved analytical laboratory for the delivery of the required sample containers, appropriate storage and delivery of samples to the laboratory, and for all the analytical costs.

WELL DISINFECTION

- A. Following completion of testing and back-plugging, the well shall be disinfected to remove bacteriological contamination in accordance with AWWA Standards A100-06 and ANSI/AWWA C654. The well shall also be disinfected at any time when work on the well is stopped and not expected to recommence for a period of greater than 7 days.
- B. A disinfectant solution shall be prepared and applied so that a minimum concentration of 50 mg/L of available chlorine shall be maintained for the entire depth of the well. An alternative approved disinfectant can be prepared within the recommended concentration range and applied to the entire length of the well. The solution shall be allowed to remain in the well for at least 2 hours or at least the minimum holding time for the alternative disinfectant.
- C. A sufficient volume of disinfectant must be applied to the well bore and aquifer to disinfect the well in accordance with the latest revision of Chapter 62-555.315, F.A.C.
- D. After the well has been chlorinated and pumped to waste or allowed to free flow for a minimum of 15 minutes with zero chlorine residual, duplicate analyses shall be taken not less than 30 minutes apart and the samples tested for the presence of coliform in accordance with Standard Methods for the Examination of Water and Wastewater. Additional samples shall be collected until samples collected on five

consecutive days do not show the presence of coliform bacteria. When no coliforms are present for five consecutive days, disinfection shall be considered complete.

- E. Chlorinated water from the well must be impounded or neutralized with sodium bisulfite or sulfur dioxide to reduce the residual to less than 0.02 mg/L prior to discharge to surface waters.

PUMP AND MOTOR INSTALLATION

- A. After completion of testing and back-plugging, the pump, shaft, column pipe, and motor shall be re-installed and certified by the contractor as suitable for service. After back-plugging, the pump column may need to be extended to a different total depth. The Contractor shall provide the City with a preliminary proposal to extend the pump column to that depth.
- B. Installation shall be in strict accordance with the Manufacturer's instructions and recommendations in the locations shown on the Drawings. The manufacturer's service representative shall hook up the line shaft couplings. Installation shall include furnishing the required oil and grease for initial operation. The grades of oil and grease shall be in accordance with the Manufacturer's recommendations. Anchor bolts shall be set in accordance with the Manufacturer's recommendations.
- C. The Contractor shall be responsible for supplying, installing, removal and restoration of temporary discharge piping required in order to dispose of groundwater from the Floridan aquifer during pump removal, testing, rehabilitation, installation, and disinfection. Temporary piping shall be supplied to convey the water from the well to a nearby drainage improvement suitable for discharge in accordance with FDEP Generic Permit for Discharge of Produced Groundwater from any Non-Contaminated Site Activity routed through existing easements and right-of-ways to the point of discharge. Contractor is responsible for contacting FDEP and obtaining permission and/or applicable permits or permit modifications as required for discharge/disposal of groundwater from the Floridan aquifer during pump testing and development activities.
- D. The contractor shall conduct Functional Tests on the pump after installation, but prior to placing the pump back in service. The testing will include testing complete assemblies for correct rotation, proper alignment and connection, and quiet operation.

WELL CLEARANCE

- A. No raw water shall be discharged into the raw water piping system until the well has been redeveloped, disinfected, and cleared for service by the Florida Department of Environmental Protection.

- B. After the permanent well pump has been installed, the well shall be developed with the well pump at a flow rate of no less than 1,800 gpm for a period of up to 20 hours. The turbidity of the raw water shall be monitored by the Contractor during development. Development shall be considered complete when the turbidities are less than 0.5 NTU for at least an hour based upon measurements taken every ten minutes and the turbidities are not decreasing more than twenty percent from the beginning to end of the hour.
- C. After the well has been successfully redeveloped, the Contractor shall disinfect the well and well pump installation. The Contractor shall introduce sufficient chlorine solution into the well and permanent discharge piping to produce a chlorine residual of 50 mg/l in accordance with AWWA C651 and C654. The Contractor shall submit his procedures for disinfection to the City for review and comment prior to proceeding with disinfection. The chlorine residual shall be measured until it drops to zero, at which time the well shall be pumped to waste for a minimum of 15 minutes and turbidities checked to be less than those specified in 3.10B, the well shall be ready for bacteriological evaluation.
- D. The Contractor shall furnish the necessary labor and equipment to assist the City in obtaining 20 daily bacteriological samples sufficient to recertify the well for service. The samples shall be obtained using the permanent pump and taken after 20 to 30 minutes of pumping. The City shall collect the samples and analyze them in their in-house laboratory. The Contractor will be responsible for collecting and analyzing any necessary generic discharge permit samples during that period. If all necessary samples show the absence of coliform bacteria, the City shall submit the results to FDEP and request clearance of the well for services. After receipt of clearance from the FDEP, the Contractor shall connect the well discharge piping to the raw water mains and proceed with final testing of the well installation.
- E. If the wells fail the initial bacteriological evaluation, the Contractor shall re-disinfect the well in accordance with 3.10C and assist the Owner in obtaining additional bacteriological samples as described in 3.10D, all at no additional cost to the Owner. If the second effort to clear the well fails, the Contractor may request a change order for the additional work required to obtain clearance of the well for service.

MISCELLANEOUS WORK AND CLEANUP

- A. This Section includes operations which cannot be specified in detail as separate items, but can be sufficiently described as to the kind and extent of work involved. The Contractor shall furnish all labor, materials, equipment and incidentals to complete the work under this Section.
- B. Materials required for this Section shall be of the same quality as materials that are to be restored. Where possible, the Contractor shall reuse existing materials that are removed and then replaced.

- C. At all times during the progress of the Work, the Contractor shall use all reasonable precautions to prevent tampering with the well or entrance of foreign material into it. The Contractor shall use extreme care to avoid damage to any equipment within and around the well house, in particular the on-site generator. The Contractor shall also maintain the site in a clean and orderly fashion at all times so that no adverse aesthetic impacts are created upon adjacent private properties or the adjacent public right-of-way. The City reserves the right to suspend work and have the site cleaned prior to proceeding, at no additional expense to City, if the site is not properly maintained.
- D. Existing public and private driveways disturbed by the Contractor shall be replaced. Paved drives shall be repaved to the limits and thickness existing prior to construction. Gravel drives shall be replaced and regraded.
- E. The Contractor shall remove, store and replace existing fences during construction. Only the sections directed by the City shall be removed. If any section of fence is damaged due to the Contractor's negligence, it shall be replaced with fencing equal to or better than that damaged, and the work shall be satisfactory to the City.

Immediately upon disinfection and bacteriological clearing of the well, the Contractor shall remove all their equipment, materials, and supplies from the site of the Work, remove all surplus materials and debris, fill in all holes or excavations, replace sod removed or destroyed during well rehabilitation and testing, and re-grade the site to conform to the contours of the land which existed before work started. Not more than two weeks will be allowed for this site restoration, and the Contractor shall complete all site restoration work within that time.

SUBMITTALS

- A. Copies of all documentation required to establish compliance with the specifications shall be submitted. Submittals shall include descriptive literature, bulletins, and/or catalogs providing description of all materials and mill certifications by material and specification (e.g., ANSI).

SECTION IV
TIME OF PERFORMANCE

The Contract Period is for 3 years with the start date being _____ and will terminate thereafter on _____. The Contractor will be required to commence work under this Contract within seven (7) 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.

Hours of Service - Work shall be performed by the Contractor between the hours of 8:00 am and 5:00 pm, Monday thru Friday. Any work performed by the Contractor outside of the aforementioned time limit requires special authorization by the City and requires that the Contractor obtain a noise permit from the 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, 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.

SECTION V
RENEWAL OPTION

Contract shall be for three (3) years and may be renewed for an additional two (2) one-year periods upon mutual agreement of both parties.

SECTION VI
COMPENSATION

The total amount to be paid by the City to the Contractor is on a unit price basis as per **Schedule A**. below is **\$272,500.00.**

Item No.	Description	Units	Unit Price	Total Price
1	Mobilization, Demobilization	LS	\$15,000.00	\$15,000.00
2	Insurance, Permits, and Administrative Costs	LS	\$10,000.00	\$10,000.00
3	Site Preparation and Restoration: Fence and Pump House Roof Access Panel Removal and Installation; Kill Artesian, Maintain Leaks, and Restore	LS	\$20,000.00	\$20,000.00
4	Disconnect and remove pump, column pipe, and monitoring equipment	LS	\$25,000.00	\$25,000.00
5	Install and Remove Discharge Line	FT	\$50.00	\$10,000.00
6	Geophysical Logging	LS	\$15,000.00	\$15,000.00
7	Video Logging	LS	\$7,500.00	\$7,500.00

Well Rehabilitation Services

8	Conduct 4-Hour Single Packer-Pumping Test with Water Quality Sample Collection and Analyses from Packed Interval and Annular Space	LS	\$15,000.00	\$30,000.00
9	Conduct 4-Hour Double Packer-Pumping Test with Water Quality Sample Collection and Analyses from Packed Interval and Annular Space	LS	\$17,500.00	\$35,000.00
10	Back-Plugging Cement Grout - Installed	CY	\$600.00	\$15,000.00
11	Back-Plugging Gravel and Sand - Installed	CY	\$2,000.00	\$10,000.00
12	Acidization	LS	\$40,000.00	\$40,000.00
13	Well Development	HRS	\$300.00	\$12,000.00
14	Specific Capacity Testing with Water Quality Sample Collection and Analyses	LS	\$2,333.33	\$7,000.00
15	Disinfection	LS	\$5,000.00	\$5,000.00
16	Site Restoration (Grading and Sod)	SF	\$10.00	\$1,000.00
17	Install and Reconnect Pump and Column Pipe and Recertify the Well	LS	\$15,000.00	\$15,000.00
				\$272,500.00

The Contract Sum - Work to be paid for on a unit price basis.

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

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

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

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.

Progress Payments – N/A

Acceptance and Final Payment – N/A

SECTION VII
WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. All changes will be authorized by a written change order approved by the Procurement Department Director, or her designee. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be at cost. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive.

SECTION VIII
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 IX
INDEMNIFICATION/HOLD HARMLESS

Contractor agrees to indemnify, defend and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney's fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have arisen 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. As consideration for this indemnity provision the Contractor shall be paid the one-time sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work. This indemnification shall survive the termination of this Contract.

SECTION X
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 XI
INSURANCE

The Vendor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage and limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by the Vendor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Vendor 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, and as may be amended from time to time, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project and/or any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

Well Rehabilitation Services

1. Workers' Compensation Insurance & Employer's Liability: The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes, and as may be amended from time to time. Employers' Liability must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement 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. Coverage shall apply on a primary and non-contributory basis. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. No exclusion for mold, silica or respirable dust or bodily injury/property damage arising out of heat, smoke, fumes, or hostile fire shall apply. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract #20240034– Well Rehabilitation Services shall be listed as additionally insured.**" The Policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the

City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

4. Business Automobile Liability Insurance: The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary basis.
5. Professional Liability Insurance: Contractor shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$2,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, the City reserves the right, but is not obligated, to review and request a copy of Contractor's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, Consultant warrants that the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Contractor shall agree to purchase a SERP with a minimum reporting period not less than four (4) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.
6. Pollution Liability Insurance: Contractor shall procure and agree to maintain in full force during the term of this Contract, Contractors Pollution Liability Insurance in limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, for any operations relating to the construction, handling, storage, and transportation of hazardous materials and/or waste. Contractors Pollution should be in force for no less than the entire term of the project and two years extended Completed Operations. The City of Port St. Lucie shall be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary and non-contributory basis..
7. Waiver of Subrogation: By entering into this Contract, the Vendor agrees to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.

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

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

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

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

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

SECTION XII ACTS OF GOD

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

Emergencies - In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Contractor(s), 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(s) shall promptly give to the City written notice and contact immediately by phone, of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the City a written authorization signed by the City covering the approved changes and deviations will be issued.

SECTION XIII
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

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

SECTION XIV
COMPLIANCE WITH LAWS

The Contractor shall give all notices required by, and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at its 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 shall comply with all applicable federal, state, and local laws and regulations.

Contractor and any subcontractors shall comply with [section 119.0701, Florida Statutes](#). The Contractor and any subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from [Article I, section 24\(a\), Florida Constitution](#) and section 119.07(1)(a), Florida Statutes. Pursuant to [section 119.10\(2\)\(a\), Florida Statutes](#), any person who willfully and knowingly violates any of the provisions of chapter 119, Florida Statutes, commits a misdemeanor of the first degree, punishable as provided in [sections 775.082](#) and [775.083, Florida Statutes](#).

RECORDS

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

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

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

1. The timeframes and classifications for records retention requirements must be in accordance with the [General Records Schedule GS1-SL for State and Local Government Agencies](#).
2. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City.
3. Records include all documents, papers, letters, maps, books, tapes, photographs, films,

sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

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

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

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

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

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

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

SECTION XVI
CLEANING UP

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

SECTION XVII
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 VI. If, on such inspection the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity 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. Such examination, inspection, or tests made by the Project Manager, shall not relieve Contractor of its responsibility to remedy any deviation, deficiency, or defect.

Authority - The Contractor(s) are 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(s) 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(s). 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(s) 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, or his/her designee, 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(s) and may be deducted from any moneys

due to the Contractor(s) or his Surety.

Repair or Replacement - Should any defect appear during the warranty period, the Contractor(s) 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(s) as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Contractor(s) as required in these Specifications, all expenses thus incurred by the City, in the City's option, will be invoiced to the Contractor(s) and/or may be deducted from payments due to the Contractor(s). Deductions thus made will not excuse the Contractor(s) from other penalties and conditions contained in the Contract.

SECTION XVIII **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. If there is a conflict between the Contract and specifications, the Contract will control.

The City shall be listed as an original owner on all manufacturers' warranties, if any, for materials and services.

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(s) 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 installed, or accepted by the City and final payment has been made to the Contractor, whichever last occurs.

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

City's Public Relations Image - The Contractor's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in

the employ of the Contractor involved in the execution of work that is deemed to be conducting him/her self in an unacceptable manner shall be removed from the project at the request of the City Manager.

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

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

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 and other public agencies. Contractors may agree to allow other public agencies to contract with them for the same items at the same terms and conditions as this bid, during the period of time that this bid is in effect. Each political entity will be responsible for execution of its own requirements with the Contractor.

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

Permission to Use - The Contractor(s) 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(s).

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

Labor and Equipment - The Contractor(s) shall utilize experienced personnel who are thoroughly capable of performing the work assigned to them. The Contractor(s) shall utilize proper equipment in good repair to perform assigned work. Failure on the part of the Contractor(s) to furnish such labor or equipment shall be sufficient cause for annulment of any award resulting from these specifications. Only equipment designed for performance of work described herein will be acceptable for operation. The equipment used must be in good operating condition at all times.

Storage and Stockpiling – All storage or stockpiling of tools or material (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 the completion of the work.

Florida Produced Lumber – N/A

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 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 of the City.

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

Access to Work - The Contractor(s) 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 progress. 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(s) 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 and/or his/her designee. The Contractor(s) 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(s) shall be responsible to arrange with utility companies for any adjustment necessary. The Contractor(s) 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(s) shall be responsible for the charge and care of all work from damage by the elements or from any cause whatsoever until contractor has been paid in full.

No claim for damages or any claim other than for an extension of time shall be made or asserted against the City by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from the City for direct, indirect, consequential, impact or other costs, expenses, or damages, including but not limited to, costs of accidental or inefficiency, arising because of delay, disruption, interference from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable, or avoidable. Contractor shall be entitled only to extensions of the Contract Time as sole and exclusive remedy for such delays, in accordance with and to the extent specifically provided herein.

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.

Contractor shall not cause nor permit an action to occur which would allow an overflow of fluids or saline waters to escape the confines of the concrete pad. The Contractor shall remain solely responsible for any property damage, remediation costs, or regulatory fines which might result from such occurrence.

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

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

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

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

SECTION XIX
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 XX
SAFETY PRECAUTIONS

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

Safety Data Sheets - 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 Contractor's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Contractor(s).

OSHA Compliance – 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.

SECTION XXI
ASSIGNMENT

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

SECTION XXII
TERMINATION, DELAYS AND LIQUIDATED DAMAGES

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

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

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

D. Termination by the City. The City may terminate this Contract with or without cause by giving the vendor/Contractor thirty (30) day notice in writing. Upon delivery of said notice the vendor/Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's

obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed.

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

SECTION XXIII
LAW AND VENUE

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida. The Parties to this Contract hereby freely, voluntarily and expressly, waive their respective rights to trial by jury on any issues so triable after having the opportunity to consult with an attorney.

SECTION XXIV
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 XXV
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 XXVI
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 XXVII
CODE OF ETHICS

The 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 XXVIII
COMPLIANCE WITH LAW, RULES & REGULATIONS

Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by it, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Contract. Contractor shall secure all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this Contract for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the City.

SECTION XXIX
POLICY OF NON-DISCRIMINATION

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

SECTION XXX
SCRUTINIZED COMPANIES

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

or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in section 287.135(4), Florida Statutes, are met.

SECTION XXXI
DISCRIMINATORY, CONVICTED, AND ANTITRUST VIOLATOR VENDOR LISTS

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

SECTION XXXII
COOPERATION WITH INSPECTOR GENERAL

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

SECTION XXXIII
SEVERABILITY

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

SECTION XXXIV
E-VERIFY

In accordance with section 448.095, Florida Statutes, the Consultant agrees to comply with the statute, including:

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

SECTION XXXV
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.

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

CITY OF PORT ST. LUCIE FLORIDA

All Webbs Enterprises ,Inc.

By: _____
City Purchasing Agent

By: [Signature]
Authorized Representative

NOTARIZATION AS TO AUTHORIZED REPRESENTATIVE'S EXECUTION

STATE OF FLORIDA)
) ss
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me by [] physical presence or [] online notarization, this 4th day of June, 2024, by David Webb Jr who is [] personally known to me, or who has [] produced the following identification:



MARTINE RIVARD
Notary Public
State of Florida
Comm# HH490006
Expires 6/3/2028

[Signature]
Signature of Notary Public

Martine Rivard
Print Name of Notary Public
Notary Public, State of Florida
My Commission expires: 6/3/2028

NOTARY SEAL/STAMP

(seal)