



*"A City for All Ages"*

## **City of Port St. Lucie**

### **Electronic Bid ("eBid")**

**Event Name: Southport WWTP Demolition**

**eBid (Event) Number: 20210020R**

## **1. Introduction**

### **1.1. Purpose of Procurement**

Pursuant to the City of Port St. Lucie Code of Ordinances, Sec. 35.05, this electronic ("eBid") is being issued to establish a contract with one or more qualified Contractors who will provide **demolition and disposal of an unused portion of the Southport Wastewater Treatment Plant** to the City of Port St. Lucie (hereinafter, "City") as further described in this eBid.

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

### **1.2. eBid Scope of Requested Commodities**

The intent of the City is to procure the services of one (1) qualified Contractor related to the demolition of a portion of the Southport Wastewater Treatment Facility. The contract period will be ninety (90) calendar days.

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

### **1.3. Overview of the eBid Process**

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

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

### **1.4. Schedule of Events**

The schedule of events set out herein represents the City's best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may

be shifted as appropriate. Any changes to the dates up to the closing date of the eBid will be publicly posted prior to the closing date of this eBid. After the close of the eBid, the City reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, award and the contract term on an as needed basis with or without notice.

Description	Date	Time
Release of eBid	As Published on DemandStar	N/A
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.5.	May 19, 2021	5:00 p.m. ET
Bidders/Offerors' Conference & Site Visit Location: City Hall Complex, Building A, Room 366, 121 SW Port St. Lucie Blvd., Port St. Lucie, Florida 34984 <b>RSVP is Mandatory</b> <b>Attendance is: Not Mandatory</b>	May 14, 2021  <b>RSVP is required to attend.</b>	As Published on DemandStar
Responses to Written Questions	May 24, 2021	5:00 p.m. ET
Bids Due/Close Date and Time	As Published on DemandStar	See DemandStar
Finalize Contract Terms	2 to 3 Weeks after Closing	N/A
Notice of Intent to Award* [NOIA] (on or about)	3 Weeks after Closing to be Published by the <u>City Clerk's Office</u>	N/A
Notice of Award [NOA] (on or about)	Date of Issued Purchase Order to Contractor	N/A

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

#### 1.5. Official Issuing Officer (Procuring Agent)

Name: Michelle Fentress  
Email: [mfentress@cityofpsl.com](mailto:mfentress@cityofpsl.com)

#### 1.6. Definition of Terms

Please review the following terms:

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

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

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

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

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

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

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

Sourcing Platform- DemandStar

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

## **1.7. Contract Term**

The initial term of the contract(s) is for ninety (90) days from the issuance of a Purchase Order. The City shall have no option(s) to renew. In the event that the contract(s), if any, resulting from the award of this eBid shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, the City may, with the written consent of the awarded Contractor(s), extend the contract(s) for such period of time as may be necessary to permit the City's continued supply of the identified products and/or services. The contract(s) may be amended in writing from time to time by mutual consent of the parties. Unless this eBid states otherwise, the resulting award of the contract(s) does not guarantee volume or a commitment of funds.

## **2. Instructions to Contractors**

### **2.1. General Information and Instructions**

#### **2.1.1. Familiarity with Laws and Regulations**

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

#### **2.1.2. Restrictions on Communicating with Staff**

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

#### **2.1.3. Submitting Questions**

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

Company Name

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

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

#### **2.1.4. Attending Bidders/Offerors' Conference**

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

are strongly encouraged to arrive early to allow for unexpected travel contingencies. All attendees must RSVP to attend.

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

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

**2.1.6. Failing to Comply with Submission Instructions**

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

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

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

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

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

The City reserves the right to amend this eBid. All revisions must be made in writing prior to the eBid closing date and time. If a responding entity discovers any ambiguity, conflict, discrepancy, omission or other error in the eBid, they shall immediately notify the City of such error in writing and request modification or clarification of the document. Any modification made to this eBid will be issued as an addendum. Written notice will be posted to DemandStar without divulging the source of the request. If a responding entity fails to notify the City prior to the date and time fixed for submission of an error or ambiguity in the eBid known to them, or an error or ambiguity that reasonably should have been known to them, they shall not be entitled to additional time by reason of the error/ambiguity or its late resolution. By submitting a response, the contractor shall be deemed to have accepted all terms and agreed to all requirements of the eBid (including any revisions/additions made in writing prior to the close of the eBid whether or not such revision occurred prior to the time the contractor submitted its response) unless expressly stated otherwise in the contractor's response. **THEREFORE, EACH CONTRACTOR IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED eBID AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE CONTRACTOR'S RESPONSE PRIOR TO THE CLOSE OF THE eBID.** All Notice(s) of Intent to Award (NOIAs) will be posted as referenced in Section 6.7 of this document. **Contractors are encouraged to frequently check the solicitation documentations and embedded URLs for**

additional information. Finally, the City reserves the right to amend or cancel this eBid at any time.

#### **2.1.9. Use of Subcontractor**

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

#### **2.1.10. Proposal of Addition Services**

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

#### **2.1.11. Protest Process**

Proposers should familiarize themselves with the procedures set forth in City Ordinance 20-15 Sec. 35.14.

#### **2.1.12. Costs for Preparing Responses**

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

#### **2.1.13. Public Access to Procurement Records**

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

### **2.2. Submittal Instructions**

#### **Submittal Instructions to DemandStar**

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

#### **2.2.1. eBid Released**

The release of the eBid is only communicated through the posting of this eBid as an event in DemandStar. This eBid is being conducted through DemandStar an online, electronic tool, which allows a contractor to register, logon, select answers and type text in response to questions, and upload any necessary documents. Each contractor interested in competing to win a contract award

must complete and submit a response to this eBid using DemandStar. Therefore, each contractor MUST carefully review the submittal instructions on DemandStar's website and following the submittal guidance that is provided in Section 2.2 of this eBid document.

#### **2.2.2. eBid Review**

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

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

#### **2.2.3. Preparing a Response**

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

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

#### **2.2.4. Reviewing, Revising or Withdrawing a Submitted Response**

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

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

### 3. General Insurance, Bonding, and Permit Requirements

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

#### 3.1. Standard Insurance Requirements

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

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

1. Workers' Compensation Insurance & Employer's Liability: The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.
2. Commercial General Liability Insurance: The Contractor shall agree to maintain Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

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

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

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured

added to its Commercial General Liability policy 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 #20210020R – Southport Wastewater Treatment Plant Demolition Project be listed as additionally insured.**" The Policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance.

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

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

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, 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 not obligation, to review, modify, reject, or accept any required policies of insurance including limits, coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A:VII or better.

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

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

**Within ten (10) business days of award, the awarded contractor must procure the required insurance and provide the City with an executed Certificate of Insurance. Certificates must reference the contract number and the City as the additional Insured party. The Contractor's submitted pricing must include the cost of the**

required insurance. No contract performance shall occur unless and until the required insurance certificates are provided.

### **3.2. Bonds and/or Letter of Credit**

#### **Bid Bond**

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

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

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

#### **3.2.1 Proposal Certification**

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

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

### **3.3. Payment Bond/Letter of Credit**

The awarded contractor(s) shall be required to furnish a recorded bond to secure payment of all claims for materials furnished and/or labor performed by a subcontractor in the event one or more subcontractors are utilized by the awarded contractor in performance of the project. The payment bond shall be in amount equal to the contract price for the portion of work and/or materials to be performed/provided by the subcontractor(s). The awarded contractor(s) must (1) receive prior approval from the City prior to utilizing the subcontractor and (2) submit the payment bond(s) to the City prior to permitting the approved subcontractor(s) to begin work.

### **3.4. Permits**

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

## **4. eBid Bid Factors**

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

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

### **4.1. Introduction**

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

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

### **4.2. Contractor's General Information**

Each contractor must complete all the requested information in the electronic purchasing system entitled **Mandatory Questions** for inclusion with their bid response.

### **4.3. Mandatory Requirements**

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

1. Requirements in this eBid document
2. Requirements contained in any attachment to the Sourcing Event, such as a Mandatory Requirements Worksheet and the Cost Worksheet, Cone of Silence, Mandatory Questions, E-Verify Form, Non-Collusion Affidavit, Drug Free Workplace Form, Trench Safety Act Compliance Statement, Contractor's Code of Ethics, Certificate of Insurance and W-9.

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

Some requirements may require a "Yes" or "No" response. Ordinarily, to be considered responsive, responsible and eligible for award, all requirements identified as mandatory must be marked "YES" to pass. There may be rare instances in which a response of "NO" is the correct and logical response in order to meet

the mandatory requirement (e.g. responding "NO" that the Contractor does not possess any conflicts of interest). Otherwise, any mandatory questions marked "NO" will fail the technical requirements and will result in disqualification of the Contractor's response, except as otherwise provided in Section 6 "Evaluation and Award" of this eBid. Please note some requirements may require the Contractor to provide product sheets or other technical materials.

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

## 5. Cost/Pricing

Each Contractor is required to submit pricing as part of its response (Attachment E – Schedule A).

### 5.1. General Pricing Rules

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

1. The submitted pricing must include all costs of performing pursuant to the resulting contract; and
2. All quantities and/or estimates are for information or tabulation purposes only and;
3. No warranty or guarantee is expressed or implied on the volume of products and/or services that the City may require through the negotiated contract period and;
4. Bids containing a minimum order/ship quantity or dollar value, unless otherwise called for in the eBid, will be treated as non-responsive and may not be considered for award; and
5. The Contractor is required to provide net prices. In the event there is discrepancy between a Contractor's unit price and extended price, the unit price shall govern;
6. In the event there is a discrepancy between (1) the Contractor's pricing as quoted on an uploaded, detailed cost sheet such as an Excel Worksheet (if any) and (2) the Contractor's pricing as quoted by the Contractor in one or more single line entries directly into the Sourcing Event screen, the former shall govern; and
7. The prices quoted and listed in the response shall be firm throughout the term of the resulting contract, unless otherwise noted in the eBid or contract; and
8. Unless otherwise specified in any terms and conditions attached to the eBid, all product deliveries will be F.O.B. destination and all shipping charges must be included in the quoted cost; and
9. Unless expressly permitted by the eBid, responses containing provisions for late or interest charges cannot be awarded a contract. Contractors must "strikethrough" any such provisions in printed forms and initial such revisions prior to submitting a response to the City; and
10. Contractor responses requiring prepayment and/or progress payment requirements may be determined non-responsive unless otherwise permitted by the eBid; and
11. Unless permitted by the eBid, responses requiring payment from the City in less than thirty (30) days will be considered non-responsive; and
12. The City is exempt from certain taxes and no provision for such taxes should be included in the contractor's response.

### 5.2 Cost Structure and Additional Instructions

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

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

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

### **5.3 Payment by City's Visa Card Program**

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

## **6. Evaluation and Award**

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

### **6.1. Administrative/Preliminary Review**

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

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

### **6.2. Evaluating Bid Factors (Section 4)**

If the Contractor's response passes the Administrative/Preliminary Review, the Contractor's responses to Section 4 "eBid Bid Factors" will be evaluated. Responses to mandatory requirements will be evaluated on a pass/fail basis. If a response fails to meet a mandatory requirement, the City will determine if the deviation is material. A material deviation will be cause for rejection of the response. An immaterial deviation will be processed as if no deviation had occurred.

### **6.3. Evaluating Cost**

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

### **6.4. Selection and Award**

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

The primary intent of this eBid is to identify a single source (Responsive and Responsible Contractor with the best value as evaluated in Section 6.3) to provide all of the needed goods and/or services; however, the City reserves the right to make split awards.

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

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

1. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request for proposals is developed with evaluation criteria, a local preference of the total score may be assigned as follows:

- a. Local businesses which meet all of the criteria for a local business as set forth in this section, shall be given a preference in the amount of five percent (5%) of the total quoted price of the local business.
- b. The City Procurement Management Division shall have the sole discretion to determine if a Contractor meets the definition of a "local business."

2. Limitations:

- a. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the City Code and the City of Port St. Lucie Purchasing Manual.
- b. The provisions of this ordinance shall not apply to any purchase exempted from the provisions of the City of Port St. Lucie Purchasing Manual.
- c. The provisions of this ordinance shall not apply to contracts made under the Contractors Competitive Negotiation ACT (CCNA), Section 287.55, Florida Statutes.

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

**6.6. Site Visits, Samples, and Oral Presentations**

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

**6.7. Public Award Announcement**

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

**7. Contract Terms and Conditions**

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

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

### **Exception to Contract**

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

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

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

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

### **Order of Preference**

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

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

### **8. Payment**

To ensure proper payment the awarded Contractor must:

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

8. The City will not make partial payments on an invoice where there is a dispute.
9. The City will only make payments on authorized transactions.
10. All invoices must be sent to: [apnotifications@cityofpsl.com](mailto:apnotifications@cityofpsl.com)

#### **9. List of eBid Attachments**

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

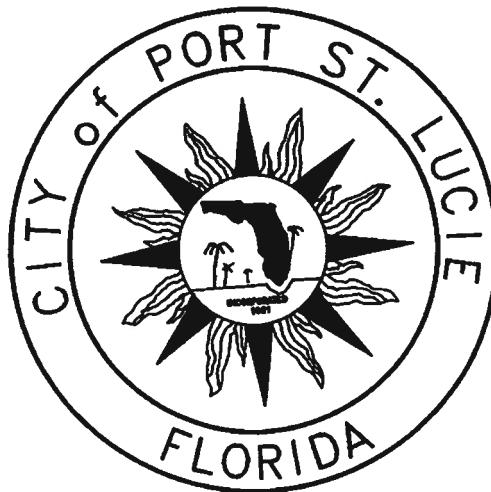
- A. PSL eBid (this document)
- B. Technical Specifications (Attached)
- C. Final Asbestos Report (Attached)
- D. As-Built Drawings (Attached)
- E. Cost Worksheet - Schedule A (Mandatory Document)
- F. Cone of Silence and Communication Document from Section 2.1.2 of this eBid (Mandatory Document)
- G. Mandatory Questions (Mandatory Document)
- H. PSL Sample Contract from Section 7 "Contract Terms and Conditions" of this eBid (Attached)
- I. E-Verify Form (Mandatory Document)
- J. Non-Collusion Affidavit (Mandatory Document)
- K. Drug Free Workplace Form (Mandatory Document)
- L. Trench Safety Act Compliance Statement (Mandatory Document)
- M. Contractor's Code of Ethics (Mandatory Document)

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

# **CITY OF PORT ST. LUCIE UTILITY SYSTEMS DEPARTMENT**

## **SOUTHPORT WWTP DEMOLITION**

**Technical Specifications**  
**Attachment B - E-BID #20210020R**



Prepared By  
Port St. Lucie Utility Systems Department

CITY OF PORT ST. LUCIE  
UTILITY SYSTEMS DEPARTMENT

SOUTHPORT WWTP  
DEMOLITION

**TECHNICAL SPECIFICATIONS**

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SOUTHPORT WWTP  
DEMOLITION

**TECHNICAL SPECIFICATIONS**

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## **PART 1 -- GENERAL**

### **1.1 DESCRIPTION**

**A. Scope of work:** The work to be done consists of the furnishing of all labor, materials, and equipment and the performance of all work included in this Contract. The summary of the Work is presented in Section 01010 entitled "Summary of Work".

**B. Work included:**

1. The contractor shall furnish all labor, superintendence, materials, plant power, light, heat, fuel, water, tools, appliances, equipment, supplies, and means of construction necessary for proper performance and completion of the work. The Contractor shall perform and complete the work in the manner best calculated to promote rapid demolition and material disposal consistent with safety of life and property and to the satisfaction of the Owner, and in strict accordance with the Contract Documents. The Contractor shall clean up the work and maintain it during and after demolition, until accepted, and shall do all work and pay all costs incidental thereto. He shall repair or restore all structures and property, not designated for demolition, that may be damaged or disturbed during performance of the work.
2. The cost of incidental work described in these Project Requirements, for which there are no specific Contract items, shall be considered as part of the general cost of doing the work and shall be included in the prices for the Contract Item(s). No additional payment will be made therefore.
3. The Contractor shall provide and maintain such modern plant tools, and equipment as may be necessary, in the opinion of the Engineer, to perform in a satisfactory and acceptable manner all the work required by this Contract. Only equipment of established reputation and proven efficiency shall be used. The Contractor shall be solely responsible for the adequacy of his workmanship, materials, and equipment, prior approval of the Owner notwithstanding.

C. Public Utility Installation and Structures:

1. Public utility installations and structures shall be understood to include all poles, tracks, pipes, wires, conduits, vaults, manholes and all other appurtenances and facilities pertaining thereto whether owned or controlled by the Owner, other governmental bodies, or privately owned by individuals, firms or corporations, used to serve the public with transportation, traffic control, gas, electricity, telephone, sewerage, drainage, water or other public or private property which may be affected by the work shall be deemed included hereunder.
2. The Contract Documents contain data relative to existing public utility installations and structures above and below the ground surface. These data are not guaranteed as to their completeness or accuracy and it is the responsibility of the Contractor to make his own investigations to inform himself fully of the character, condition and extent of all such installations and structures as may be encountered and as may affect the construction operations.

D. The work to be performed under this Contract shall consist of furnishing all tools equipment, materials, supplies and manufactured articles and for the furnishing of all transportation and services, including fuel, power, water, and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The work shall be complete, and all work, materials, and services not expressly shown or called for in the Contract documents which may be necessary for the complete and proper construction and operation of the work, in good faith shall be performed, furnished, and installed by the CONTRACTOR as though originally so specified or shown, at no increase in cost to the OWNER.

E. Prior to commencement of any demolition work, the Contractor shall verify existing utilities locations identified on the Drawings. The utility verifications consist of excavation to verify tie-in points, type and size of utilities, and to locate potential conflicts that may affect the work as shown on the Drawings. Contractor shall be responsible for protection of existing utilities and structures above and below grade that are not to be demolished and shall promptly repair all utilities and structures damaged as the result of construction activities that are not to be demolished. The Contractor will be responsible for the coordination of this work with the associated utility owners and permitting agencies having jurisdiction over the specific locations to be verified.

## **1.2 SCOPE**

- A. The work of the project comprises the work as described in specifications Section 1010: Summary of Work.
- B. It is the intent of the City of Port St. Lucie to obtain a complete demolition of the areas indicated on the contract documents under this contract and any items of labor, materials or equipment which may reasonable be assumed to accomplish this end, should be supplied whether or not specifically shown on the drawings or described herein. Maintenance of existing operations is mandated throughout the construction period.

## **1.3 SCOPE**

- A. The CONTRACTOR shall cooperate fully with all utility systems department forces of the City, and any other City, public or private agencies engaged in relocation or altering, or otherwise rearranging any facilities which interfere with the progress of the work, and shall schedule the work so as to minimize interference with said relocation, altering, or rearranging of facilities.
- B. The CONTRACTOR's attention is directed to the fact that work may be conducted at the site or in the vicinity by other the City and other contractors during the performance of the Work under this Contract. The CONTRACTOR shall conduct all of its operations so as to cause a minimum of interference with the Work of such other contractors, and shall cooperate fully with the City and such contractors to provide continued safe access to their respective portions of the site, as required to perform their work and respective contracts.

C. When two or more contracts are being executed at one time on the same or adjacent land in such manner that work on one contract may interfere with that of another, the OWNER shall determine the sequence and order of the Work. When the territory of one contract is the necessary or convenient means of access for the execution of another contractor, such privilege of access or any other reasonable privilege may be granted only by the OWNER to the CONTRACTOR.

#### **1.4 LOCATION OF PROJECT**

A. The location of the project is listed as follows:

*The Southport Wastewater Treatment Plant, City of Port St. Lucie.*

#### **1.5 CONTRACT DRAWINGS**

A. The work to be performed is shown on the set of Contract Drawings entitled: "Southport WWTP Demolition".

#### **1.6 FIELD LAYOUT OF WORK**

A. All work under this Contract shall be demolished in accordance with the lines and grades shown on the Contract Drawings or as directed by the OWNER. Elevations of existing ground, structures and appurtenances are believed to be reasonably correct but are not guaranteed to be absolute and therefore are presented only as an approximation. Any error or apparent discrepancy in the data shown or omissions of data required for accurately accomplishing the stakeout shall be referred immediately to the OWNER for interpretation or correction.

B. All survey work for demolition and restoration control shall be made by the CONTRACTOR at his expense.

C. The CONTRACTOR shall establish all base lines for the location of the principal component parts of the work together with benchmarks and batter boards adjacent to the work. Based upon the information provided by the Contract Documents, the CONTRACTOR shall develop and make all detailed surveys necessary for construction. The CITY will furnish information and location of existing benchmarks.

D. The CONTRACTOR shall have the responsibility to carefully preserve the benchmarks, reference points and stakes. In case of destruction thereof by the CONTRACTOR or resulting from his negligence, he shall be held liable for any expense and damage resulting there from and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such benchmarks, reference points and stakes.

E. Existing or new control points, property markers and monuments that will be established or are destroyed during the normal causes of construction shall be re-established by the CONTRACTOR; and all reference ties recorded therefore shall be furnished to the OWNER. All computations necessary to establish the exact position of the work shall be made and preserved by the CONTRACTOR.

F. The OWNER may check all or any portion of the work, and the CONTRACTOR shall afford all necessary assistance to the OWNER in carrying out such checks. Any necessary corrections to the work shall be performed immediately by the CONTRACTOR of any responsibilities for the accuracy or completeness of his work.

#### **1.7 OWNER USE OF SITE**

A. During the period of demolition, the OWNER may find it necessary to perform maintenance procedures or construction on the Northport WWTP site. The CONTRACTOR shall cooperate fully with the OWNER to minimize interference with the OWNER's operations and to facilitate the OWNER's operations.

#### **1.8 CONTRACTOR USE OF PROJECT SITE**

A. The CONTRACTOR's use of the project site shall be limited to his demolition operations for this project only, including on-site storage of materials, facilities and field offices.

## **1.9 PARTIAL UTILIZATION OF THE WORK BY OWNER**

A. The CONTRACTOR is hereby advised that the OWNER may accept the responsibility for the maintenance and protection of a specific portion of the project if utilized prior to completion. However, the CONTRACTOR shall retain full responsibility for satisfactory completion of the total project.

**END OF SECTION**

## **PART 1 -- GENERAL**

### **1.1 THE REQUIREMENT**

- A. The work to be performed under this Contract shall consist of furnishing all tools equipment, materials, supplies and manufactured articles and for the furnishing of all transportation and services, including fuel, power, water, and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The demolition work shall be complete, and all work, materials, and services not expressly shown or called for in the Contract documents which may be necessary for the complete and proper demolition of the Southport WWTP, in good faith shall be performed, by the CONTRACTOR as though originally so specified or shown, at no increase in cost to the OWNER.
- B. Prior to demolition, the CONTRACTOR shall verify the horizontal and vertical location of all existing utilities identified on the Drawings to be capped, grouted and/or demolished. The utility verifications consist of contractor excavation to verify tie-in points, type and size of utilities, and to locate potential conflicts that may affect the work as shown on the Drawings. The CONTRACTOR will be responsible for the coordination of this work with the associated utility owners and permitting agencies having jurisdiction over the specific locations to be verified.
- C. Owner will be responsible for contract administration and overseeing project work.

## **1.2 SCOPE**

- A. The work of the project comprises the following: *The complete demolition and disposal of the City of Port St. Lucie Southport Wastewater Treatment Plant facilities identified to be demolished including demolition and legal disposal of all mechanical equipment, electrical gear, lighting stands and fixtures, structures, architectural features, furnishings, pavement, piping, conduit and wires, above grade and below grade, backfill soil, compaction, sodding to meet existing grade, coarse grading of the area and facilities, including capping of pipes, grout fill of pipes, above and below grade and obtaining all necessary permits, as shown or implied on the drawing plans and meets the project intent. Contractor shall remove and legally dispose of all substances found in the areas to be demolished.*
- B. It is the intent of the City of Port St. Lucie to obtain a complete and clear site, above grade and below grade, that is free of all facilities, for the areas indicated under this contract to be demolished and any items of labor, materials or equipment which may reasonable be assumed to accomplish this end, should be supplied by the contractor whether or not specifically shown on the drawings or described herein. Maintenance of existing operations by the City is mandated throughout the work period.

## **1.3 COORDINATION**

- A. The CONTRACTOR shall cooperate fully with all utility forces of the City, or other public or private agencies engaged in relocation or altering, or otherwise rearranging any facilities which interfere with the progress of the work, and shall schedule the work so as to minimize interference with said relocation, altering, or rearranging of facilities.
- B. The CONTRACTOR's attention is directed to the fact that work may be conducted at the site or in the vicinity by other contractors and City forces during the performance of the Work under this Contract. The CONTRACTOR shall conduct all of its operations so as to cause a minimum of interference with the Work of such other contractors and/or City, and shall cooperate fully with the City and such contractors to provide continued safe access to their respective portions of the site, as required to perform their respective contracts.

C. When two or more contracts are being executed at one time on the same or adjacent land in such manner that work on one contract may interfere with that of another, the OWNER shall determine the sequence and order of the Work. When the territory of one contract is the necessary or convenient means of access for the execution of another contractor, such privilege of access or any other reasonable privilege may be granted only by the OWNER to the CONTRACTOR.

#### **1.4 LOCATION OF PROJECT**

A. The location of the project is listed as follows: *The Southport Wastewater Treatment Plant, City of Port St. Lucie.*

#### **1.5 CONTRACT DRAWINGS**

A. The work to be performed is shown on the set of Contract Drawings entitled: *"Southport WWTP Demolition".*

#### **1.6 ITEMS SPECIFIED ON DRAWINGS**

A. Certain items of material and or equipment and their demolition or installation may be specified on the Drawings and not mentioned in the Specifications. Such items are to be considered as both shown on the Drawings and noted in the Specifications and be provided by the Contractor in accordance with the Specification on the Drawings.

#### **1.7 FIELD LAYOUT OF WORK**

A. All work under this Contract shall be conducted in accordance with the lines and grades shown on the Contract Drawings or as directed by the OWNER. Elevations of existing ground, pipes, conduits, structures and appurtenances are believed to be reasonably correct but are not guaranteed to be absolute and therefore are presented only as an approximation. Any error or apparent discrepancy in the data shown or omissions of data required for accurately accomplishing the stakeout shall be referred immediately to the OWNER for interpretation or correction.

- B. Misinterpretation of the contract documents by the contractor shall be corrected by the contractor at his own expense and shall not be a reason for additional payment.
- C. All survey work for elevation control shall be made by the CONTRACTOR at his expense. The Contractor shall establish all baselines for the location of the principal component parts of the work together with a suitable number of benchmarks and batter boards adjacent to the work. Based upon the information provided by the Contract Documents, the Contractor shall develop and make all detail surveys necessary for construction, including slope stakes, batter boards, stakes for all working points, lines and elevations.
- D. The CONTRACTOR shall establish all base lines for the location of the principal component parts of the work together with benchmarks and batter boards adjacent to the work. Based upon the information provided by the Contract Documents, the CONTRACTOR shall develop and make all detailed surveys necessary for construction. The CITY will furnish information and location of existing benchmarks.
- E. The CONTRACTOR shall have the responsibility to carefully preserve the benchmarks, reference points and stakes. In case of destruction thereof by the CONTRACTOR or resulting from his negligence, he shall be held liable for any expense and damage resulting there from and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such benchmarks, reference points and stakes.
- F. Existing or new control points, property markers and monuments that will be established or are destroyed during the normal causes of construction shall be re-established by the CONTRACTOR; and all reference ties recorded therefore shall be furnished to the OWNER. All computations necessary to establish the exact position of the work shall be made and preserved by the CONTRACTOR.
- G. The OWNER may check all or any portion of the work, and the CONTRACTOR shall afford all necessary assistance to the OWNER in carrying out such checks. Any necessary corrections to the work shall be performed immediately by the CONTRACTOR of any responsibilities for the accuracy or completeness of his work.

H. At completion of the work, the Contractor shall furnish Record Drawings indicating the final layout of all structures, appurtenances, equipment, benchmarks etc. The Record Drawings shall indicate all critical elevations of piping, structures, finish grades, etc.

#### **1.8 OWNER USE OF SITE**

A. During the period of demolition or construction, the OWNER may find it necessary to perform maintenance procedures or demolition/construction on the Southport WWTP site. The CONTRACTOR shall cooperate fully with the OWNER to minimize interference with the OWNER's operations and to facilitate the OWNER's operations.

#### **1.9 CONTRACTOR USE OF PROJECT SITE**

A. The CONTRACTOR's use of the project site shall be limited to his demolition operations for this project only, including on-site storage of materials, facilities and field offices.

#### **1.10 PARTIAL UTILIZATION OF THE WORK BY OWNER**

A. The CONTRACTOR is hereby advised that the OWNER may accept the responsibility for the maintenance and protection of a specific portion of the project if utilized prior to completion. However, the CONTRACTOR shall retain full responsibility for satisfactory completion of the total project.

B. The Owner reserves the right to enter and use any portion of the demolished/constructed facilities before final completion of the whole work to be done under this Contract. However, only those portions of the facilities which have been completed to the Owner's satisfaction, as evidenced by his issuing a Certificate of Substantial Completion covering that part of the work to be placed in service.

## **1.11 LIMITS OF WORK AREA**

A. The CONTRACTOR shall confine his demolition and construction operations within the Contract limits shown on the drawings and/or property lines and/or fence lines and as directed by the Owner. Storage of equipment and materials, or erection and use of sheds outside of the Contract limits, if such areas are the property of the Owner, shall be used only with the Owner's written approval. Such storage of temporary structures, even within the Contract's limits shall be confined to the Owner's property and shall not be placed on the properties designated as easements or rights-of-way unless specifically permitted elsewhere in the Contract Documents.

## **1.12 WEATHER CONDITIONS**

A. No work shall be done when the weather is unsuitable. The Contractor shall take necessary precautions (in the event of impending storms) to protect all work, materials, or equipment from damage or deterioration due to floods, driving rain, and/or wind. The Owner reserves the right to order that additional protection measures over and beyond those proposed by the Contractor, be taken to safeguard all components of the Project. The Contractor shall not claim compensation or time extension for such precautionary measures so ordered, and shall not claim any compensation or time extension from the Owner for damage to the work from weather elements.

B. The mixing and placing of concrete or pavement courses, the laying of masonry and installation of sewers and water mains shall be stopped during rainstorms, if ordered by the Owner; and all fresh placed work shall be protected by canvas or other suitable covering in such manner as to prevent running water from coming in contact with it. Sufficient coverings shall be provided and kept ready at hand for this purpose.

## **1.13 PERIODIC CLEANUP: BASIC SITE RESTORATION**

A. During demolition/construction the Contractor shall regularly remove from the site of the work all accumulated debris and surplus materials of any kind which result from his operations. Unused equipment and tools shall be stored at the Contractor's yard or base of operations for the Project. The contractor shall clean up debris, trash and rubbish as directed by the City.

B. When the work involves removal of sewers, drains, water mains, manholes, underground structures or other disturbance of existing features in or across streets, rights-of-way, treatment plant roadways, or private property, the Contractor shall (as the work progresses) promptly backfill, compact, grade, and otherwise restore the disturbed area to the basic condition which will permit resumption of pedestrian or vehicular traffic and any other critical activity or functions consistent with the original use of the land. Unsightly mounds of earth, large stones, boulders, and debris shall be removed so that the site presents a neat appearance.

#### **1.14 PRE-CONSTRUCTOIN VIDEO**

A. The Contractor shall videotape the project sites including all concrete and asphalt pavements, curb and gutter, fencing to remain, structures to be demolished, and existing structures that are to be modified. The original and one copy of the videotape shall be turned over to the Owner prior to beginning construction activities. The videotape shall be recorded on Kodak HGX or Maxell HGX Gold tape in VHS format and on CDROM format only. The video shall clearly identify existing site and structural conditions prior to construction.

#### **1.15 ULTIMATE DISPOSITION OF CLAIMS BY ONE CONTRACTOR ARISING FROM ALLEGED DAMAGE BY ANOTHER CONTRACTOR**

A. During the progress of the work, other Contractors may be engaged in performing other work or may be awarded other Contracts for additional work on this project. In that event, the Contractor shall coordinate the work to be done hereunder with the work of such other Contractors and the Contractor shall fully cooperate with such other Contractors and carefully fit its own work to that provided under the other Contracts. The Contractor shall not commit or permit any act which will interfere with the performance of the work by any other Contractor.

B. If the Owner shall determine that the Contractor is failing to coordinate his work with the work of the other Contractors, then the Owner shall have the right to withhold any payments otherwise due hereunder until the Contractor completely complies.

- C. If the Contractor notifies the Owner in writing that another Contractor is failing to coordinate his work with the work of this Contract as directed, the Owner will promptly investigate the charge. If the Owner finds it to be true, he will promptly issue directions to the other Contractor with respect thereto as the situation may require. The Owner, nor any of his agents shall not, however, be liable for any damages suffered by the Contractor by reason of the other Contractor's failure to promptly comply with the directions so issued by the Owner, or by reason of another Contractor's default in performance, it being understood that the Owner does not guarantee the responsibility of continued efficiency of any Contractor.
- D. The Contractor shall indemnify and hold the Owner harmless from any and all claims of judgments for damages and from costs and expenses to which the Owner may be subjected or which it may suffer or incur by reason of the Contractor's failure to comply with the Owner's directions promptly.
- E. Should any other Contractor having or who shall hereafter have a Contract with the Owner for the performance of work upon the site sustain any damage through any act of omission of the Contractor hereunder or through any act of omission of any Subcontractor of the Contractor, the Contractor agrees to reimburse such other Contractor for all such damages and to defend at his own expense any suite based upon such claim and if any judgment or claims against the Owner shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses all such damages and to defend at his own expense in connection therewith and shall indemnify and hold the Owner harmless from all such claims.
- F. The Owner's right to indemnification hereunder shall in no way be diminished, waived or discharged, by its recourse to assessment of liquidated damages as provided in the Contract, or by exercise of any other remedy provided for by the Contract Documents.

#### **1.16 MISINTERPRETATION OF CONTRACT DOCUMENTS**

- A. Misinterpretation of the contract documents for this project by the contractor shall be corrected by the contractor at his own expense and shall not be a reason for additional reimbursement by the City.

**END OF SECTION**

## **PART 1 -- GENERAL**

### **1.1 GENERAL**

- A. Payments to the Contractor shall be made on the basis of the proposal bid item(s) as full and complete payment for furnishing all materials, labor, tools and equipment, and for performing all operations necessary to complete the work included in the Contract documents. Such compensation shall also include payments for any loss or damages arising directly or indirectly from the work, or from any discrepancies between the actual quantities of work may be encountered during the prosecution of the work until final acceptance by the OWNER.
- B. The prices stated in the proposal include all costs and expenses for taxes, labor, equipment, materials, commissions, transportsations charges and expenses, patent fees and royalties, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the work as shown on the plans and specified herein. The Basis of Payment for an item in this Section and as related to the work specified and as shown on the Drawings. Unit prices where used will be applied to the actual quantities furnished and installed in conformance with the Contract Documents.
- C. The CONTRACTOR's attention is directed to the fact that the quotations for the various items of work are intended to establish a total price for the completing the work in its entirety. Should the Contractor feel that the cost of any item of work has not been established by the Proposal or Basis of Payment, he shall include the cost for that work in the last Bid Item for each construction package so that his proposal for the project does reflect his total price for completing the work in its entirety.

## **1.2 SCOPE**

A. The quantities for payment under this Contract shall be determined by actual measurement of the completed items, in place, ready for service and accepted by the OWNER, in accordance with the Schedule of Payment Values as described in Section 01300 entitled "Submittals". Unless otherwise specified. A representative of the CONTRACTOR shall witness all field measurements.

## **1.3 PAYMENT ITEMS**

- A. Item No. 1 – The complete demolition and disposal of the City of Port St. Lucie Southport Wastewater Treatment Plant facilities in the areas shown including demolition and legal disposal of all mechanical equipment, electrical gear, lighting stands and fixtures, structures, architectural features, furnishings, pavement, piping, conduit and wires, capping of pipes, grout fill of pipes, substances above grade and below grade, as shown or implied on the drawing plans and meets the project intent.
- B. Item No. 2 - Location of utilities for water, wastewater, reuse water, drainage, communication data sharing. Utility locates shall include horizontal and vertical locates by methods including but not necessarily limited to excavation and ground penetration radar. All locates shall include horizontal and vertical locations and marked appropriately to distinguish between utilities to stay and utilities to be demolished.
- C. Item No.3 – The restoration to grade of all areas disturbed by demolition activities including backfill with soil to meet existing grade, compaction to City of Port St. Lucie Utility Systems Department Standards for utilities, surveying, coarse grading of the area and facilities as shown or implied on the drawing plans and meets the project intent.

## **1.4 PRODUCTS (NOT USED)**

## **1.5 EXECUTION (NOT USED)**

**END OF SECTION**

## **PART 1 -- GENERAL**

### **1.1 DESCRIPTION**

- A. Submit Applications for Payment to the Owner in accordance with schedule established by Conditions of the Contract and Agreement between Owner and Contractor.

### **1.2 FORMAT REQUIRED**

- A. Submit applications typed on form provided at the end of this section with itemized data typed on 8 1/2 inch x 11 inch white paper continuation sheets.
- B. Provide itemized data on continuation sheet forms, schedules, line items and values: Those of the Schedule of Values.

### **1.3 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT**

- A. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
- B. Fill in the percent complete for each activity and dollar values to agree with respective percents.
- C. Execute certification with signature of a responsible officer of Contract firm.
- D. Continuation Sheets:
  1. Fill in total list of all scheduled component items of work, with item number and scheduled dollar value.
  2. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored. Round off values to nearest dollar, or as specified for Schedule of Values.

3. List each Change Order executed prior to date of submission, at the end of the continuation sheets. List Change Order Number, and description, as for an original component item of work.
4. To receive approval for payment on component material stored on site, submit copies of the original invoices with the Application for Payment.
5. As provided for in the "Application for Payment" form, the Contractor shall certify, for each current pay request, that all previous progress payments received from the Owner, under this Contract, have been applied by the Contractor to discharge in full all obligations of the Contractor in connection with the Work covered by prior Applications for Payment, and all materials and equipment incorporated into the Work are free and clear of liens, claims, security interest and encumbrances. Contractor shall attach to each Application for Payment like affidavits by all Subcontractors.

#### **1.4 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS**

- A. The Contractor shall submit suitable information, with coverletter identifying:
  1. Project
  2. Application number and date
  3. Detailed list of enclosures
  4. for stored products:
    - a. Item number and identification
    - b. Description of specific material
- B. Submit one (1) copy of data and cover letter for each copy of application
- C. The Contractor shall maintain an updated set of drawings to be used as record drawings. As a prerequisite for monthly progress payments, the Contractor is to exhibit the updated record drawings for review by the Owner.

- D. Each monthly payment shall incorporate the corresponding "monthly progress status report".
- E. Contractor shall submit a duly executed letter of surety consenting to payment and progress to date.

## **1.5 PREPARATION OF APPLICATION FOR FINAL PAYMENT**

- A. Fill in Application form as specified for progress payment. Provide information as required by Section 01700: Contract Closeout.
- B. Furnish evidence of complete operations and insurance in accordance with the General Conditions.
- C. Provide final release of lien and other close-out submittals as required by the General Conditions.

## **1.6 SUBMITTAL PROCEDURE**

- A. Submit Applications for Payment to the Engineer at the time stipulated in the Agreement. Review the percents complete with the Owner and resolve any conflicts or discrepancies.
- B. Number of copies for each Final Application for payment:
  1. Owner: Three (3) copies.
  2. Contractor: As required for his records.

**END OF SECTION**

## **PART 1 -- GENERAL**

### **1.1 HURRICANE PREPAREDNESS PLAN**

- A. As the schedule for this project coincides, in part with the recognized South Florida hurricane season, the Contractor's attention is drawn to the possibility of hurricane or severe storm conditions occurring at the site of work during the course of the Contract.
- B. Within thirty (30) days of the date of the Notice to Proceed, the Contractor shall submit to the OWNER a Hurricane Preparedness Plan. The plan should outline the necessary measures which the Contractor proposes to perform at no additional cost to the OWNER in case of hurricane or severe weather warning.
- C. In the event of severe weather, or whenever the Engineer shall direct, the Contractor shall, and will, cause Subcontractors to protect carefully the Work and materials against damage or injury by reasons of failure on the part of the Contractor or any Subcontractor to so protect the Work. Such Work and materials so damaged shall be removed and replaced at the expense of the Contractor.
  1. Hurricane Watch: Upon designation of a hurricane watch, the Contractor shall be responsible for storing all loose supplies and equipment on the job site that may pose a danger. The Contractor shall cooperate with the Owner in protecting any other structures at the site.
  2. Hurricane Warning: No mobile "temporary facility" under control of or on the property of the OWNER shall be staffed during a hurricane warning. Contractor facilities meeting these criteria shall be evacuated. Reasonable steps shall be taken to protect all such facilities and their contents from damage and to avoid the facility causing damage to the surroundings

## **PART 2 --**

### **2.1 EMERGENCY PREPAREDNESS PLAN**

- A. The CONTRACTOR's attention is directed to the fact that from time to time the United States Government revises the level of national alertness.
- B. Within thirty (30) days of the date of the Notice to Proceed, the Contractor shall submit to the OWNER an Emergency Preparedness Plan. The plan should outline the necessary measures which the Contractor proposes to perform at no additional cost to the OWNER in case of escalated national preparedness warning.
- D. Whenever the OWNER shall direct, the Contractor shall, and will, cause Subcontractors to protect carefully the Work and materials against damage or injury by reasons of failure on the part of the Contractor or any Subcontractor to so protect the Work. Such Work and materials so damaged shall be removed and replaced at the expense of the Contractor.
  1. Code Yellow or Less: Construct and maintain temporary security fences as necessary to protect Work and CONTRACTOR furnished products not yet installed. Secure sites shall include wastewater treatment plants and master lift stations. CONTRACTOR shall obtain approval in writing from the OWNER for work on secure sites outside of normal working hours. OWNER's approval is required for inspection work on the site after hours.
  2. Code Orange: CONTRACTOR shall provide advance notice and coordinate with the OWNER for screening and delivery of all materials and supplies, including FedEx, US Postal Service, UPS, and all general delivery items. All packages to the site will be delivered through the site access gates designated by the OWNER. All packages shall have the name of a Contractor's employee stationed at the jobsite. No delay claims will be allowed for failure to obtain clearance for deliveries or to delays associated with the above processes.
  3. Code Red: Job site is closed unless notified otherwise by the OWNER.

**END OF SECTION**

## **PART 1 -- GENERAL**

### **1.1 THE REQUIREMENT**

- A. The Contractor shall obtain all permits and licenses related to his work, including but not limited to, the necessary construction permits, as provided for in the original Contract's General Conditions, except as otherwise provided herein.
- B. Permits by Owner: The Owner has applied for permits with the following agency(s):
  - 1. Florida Department of Environmental Protection

**END OF SECTION**

1. All demolition and construction shall be in accordance with the City of Port St. Lucie Utility Systems Department's Technical Specifications and Construction Standards, latest revision, and with all applicable Florida Department of Environmental Protection rules and regulations.
2. Standard separation for all water and/or wastewater mains, horizontal and vertical, shall be per FDEP requirements, provisions of F.A.C. Rule 62.604 and Ten States Standards.
3. The Contractor shall contact the Owner, the appropriate governmental jurisdictional agency, and all utility companies at least 48 hours prior to commencement of construction for coordination of any utilities.
4. Contractor shall prevent pollution and/or erosion caused by this project to migrate off the project site and into the stormwater drainage system. The contractor shall install devices necessary to prevent migration of pollution and/or erosion including silt fencing and hay bails, for the duration of the project. Such devices shall conform with City standards for pollution control devices. Any migration of pollution and/or erosion shall be promptly and thoroughly cleaned up by the Contractor at no expense to the Owner. The cost of pollution and erosion control shall be incidental to the cost of construction.
5. Contractor shall maintain traffic at all times where work is in progress. Traffic control, barricades, etc., shall be in accordance with applicable Florida Department of Transportation and OSHA standards. If any conflict exists between the standards, the more stringent governs, as determined by the Engineer of Record.
6. No field changes or deviations from design to be made without prior written approval of the Utility and Engineer of Record.
7. All materials, construction methods, testing, and disinfection shall conform to the requirements of the City of Port St. Lucie Utility Systems Department and AWWA current standards and these specifications.
8. Contractor shall protect all existing structures, utilities, and improvements not designated for removal and shall restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than they were prior to such damage or temporary relocation, all in accordance with requirements of the Contract Documents. Contractor shall repair or replace any damage caused by construction activity.
9. All horizontal and vertical survey control points shall be protected and undisturbed. In the event that a control point is disturbed or destroyed the point shall be re-established by a Florida registered land surveyor. If the

construction occurs in the City of Port St. Lucie the method to re-establish the point shall be approved by the City Engineer, at the expense of the Contractor.

10. Contractor shall restore and regrade all work areas disturbed by its construction activities to the existing grade prior to commencement of construction. Sod shall be placed and maintained on all areas disturbed by construction activities, unless otherwise indicated on the Drawings. Sodding shall be in accordance with Sections 575 and 981 of the DOT Specifications. Sufficient watering shall be done by the Contractor to maintain adequate moisture for optimum development of the sodded areas. Sodded areas shall receive not less than 1.5 inches of water per week. Lawn areas damaged by Contractors operations shall be repaired by proper sod bed preparation, fertilization and resodding, in accordance with these specifications. Regardless of the condition of the lawn area (weed content etc.) prior to the Contractor working in the area, all repairs shall be made with sod.

**END OF SECTION**

1. The Department Inspectors may inspect all demolition and construction and may also inspect all preparation activities and supplies. The Inspector is not authorized to revoke, alter or waive any requirements of the specifications, but is authorized and expected to call to the attention of the Developer's Engineer and/or Contractor any failure of work or materials to conform to the plans or specifications. The Inspector shall have the authority to reject materials or suspend the work until questions of issue can be referred to and decided upon by the Department Director or his designated representative.
2. The Inspector shall in no case either act as foreman or perform other duties for the Project Engineer and/or Contractor nor interfere with the management of the work. Advice that the Inspector may give shall in no way be construed as binding to the City of Port St. Lucie or releasing the Developer, his Engineer or Contractor from performing according to the intent of the plans and minimum City of Port St. Lucie Standards.
3. All work that has been rejected or condemned shall be repaired, or if it cannot be satisfactorily repaired, shall be removed and replaced at the Contractor/Developer's expense. Materials not conforming to the requirements of the specifications shall be removed immediately from the site of work and replaced with satisfactory material by the Contractor/Developer, at his expense. The Utility shall have the right to require additional inspections, certification and/or testing to confirm that the deficient work has been corrected.
4. Inspections will be scheduled for regular working hours only, except for nights when service disruptions are involved. Scheduled inspections are required for jack and bores and pipe slippage through same, setting of wet wells, lift/grinder station startups with manufacturer's representative present and any time an existing City of Port St. Lucie facility is to be connected (i.e., manhole tie-in and water or sewer taps). Work will not be scheduled for weekends or holidays.
5. When progress of the project requires the periodic presence of a Department Representative during non-normal work hours, for the convenience of the Contractor, the Contractor/Developer shall accept the financial responsibility for the overtime hours (at overtime rates) with a minimum of four (4) hours, including travel time. This shall include work done on holidays, weekends or other non-scheduled work hours.

6. The Department shall be provided with at least two (2) full working days notice for scheduled inspections. Inspectors will make unscheduled visits as needed to inspect such items as materials on site and clearances between conflicting lines.
7. It shall be the responsibility of the Contractor to schedule inspections and the Contractor's qualified representative shall be present at all scheduled tests and inspections. A scheduled inspection will be canceled if the Contractor or representative is not present.
8. The Contractor shall prepare accurate record drawings of the demolished Northport WWTP site showing final grade elevations at the site of all demolished facilities and shall be submitted to the Department before final inspection to verify adequacy of elevations and slopes. In any case, record drawings must be submitted prior to project close-out.

**END OF SECTION**

## **PART 1 -- GENERAL**

### **1.1 THE REQUIREMENT**

A. This section specifies the means of all submittals. All submittals, whether their final destination is to the CITY shall be directed through the CITY. A general summary of the types of submittals and the number of copies required is as follows:

<b>Copies to City</b>	<b>Type of Submittals</b>
2	Project Schedule
2	Schedule of Values
1	Shop Drawings
1	Name(s), license number(s) and phone number(s) of disposal site(s)

### **1.2 SUBMITTAL PROCEDURES**

A. Transmit each submittal with a form acceptable to the CITY, clearly identifying the project CONTRACTOR, the enclosed materials, specification section and submittal number. Identifying variations from Contract Documents and Product or system limitation that may be detrimental to successful performance of the completed work.

B. Revise and resubmit submittals as required, identify all changes made since previous submittals. Resubmittals shall be noted as such.

C. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

### **1.3 DEMOLITION SCHEDULE**

A. At the time of the kick-off meeting and prior to mobilization on to the site the Contractor shall submit a construction schedule, and a schedule of values. and associated report shall include the following tabulations: a list of activities in numerical order, a list of activity precedence, schedules sequenced by Early Start Date, Total Float and Late Start Date. Each schedule and report shall include the following minimum items:

1. Activity
2. Estimated duration
3. Activity Description
4. Start date (Calendar Date)
5. Finish Date (Calendar)
6. Status

B. In addition, construction progress schedules shall be prefaced with the following summary data:

1. Contractor's Name
2. Contract Number
3. The effective or starting date of the schedule (the date indicated in the Notice-to-proceed)

C. The work day to calendar date correlation shall be based on an 8-hour day and 40-hour week with adequate allowance for holidays, adverse weather and all other special requirements of the Work. Normal work hours are Monday through Friday, 7:30 am to 4:30 pm.

- D. If the Contractor desires to make changes to the schedule he shall revise the schedule only with the prior acceptance and written approval of the Owner. Adjustments may consist of changing portions of the activity sequence, activity durations, division of activities, or other adjustments as may be required. The addition of nonworking activities and activities which may add restraints to the construction progress schedule shall not be accepted.
- E. Except where earlier completions are specified, schedule dates which show completion of all Work prior to the contract completion date shall, in no event be the basis for claim for delay against the Owner by the Contractor.
- F. The Contractor shall present and discuss the proposed schedule at the preconstruction conference.

#### **1.4 SCHEDULE OF PAYMENT ITEMS**

- A. The CONTRACTOR shall submit a Schedule of Values for review within two weeks after receiving the Notice to Proceed. The schedule shall contain the value of the demolition Work for the purpose of making progress payments during the work period and shall directly correlate on an item by item basis to each individual activity detailed on the construction schedule. The sum of all schedule items shall equal the total value of the Contract. Reference the Section entitled "Measurement and Payment" for further details.
- B. If the CONTRACTOR anticipates the need for payment for materials stored on the project site, it shall also submit a separate list covering the cost of materials, delivered and unloaded with taxes paid. This list shall also include the installed value of the item with coded reference to the Work items in the Schedule of Payment Items.
- C. The CONTRACTOR shall expand or modify the above schedule and materials listing as required by the CITY's initial or subsequent reviews.

#### **1.5 PROGRESS PAYMENT APPLICATIONS**

- A. Application for payments shall be made to the CITY for review and for processing. Only one application shall be made per 30 day period. First application to be made a minimum of two weeks notice to proceed.

B. Time delays caused by rejection of submittals are not cause for extra charges to the Owner for time extensions.

#### **1.6 SHOP DRAWINGS**

A. All materials installed for this project shall have shop drawings. The contractor shall submit shop drawings prior to the installation of any and all materials. All materials installed shall conform with the latest edition of the City of Port St. Lucie Utility Systems Department Standards.

**END OF SECTION**

## **PART 1 -- GENERAL**

### **1.1 DEFINITION AND SCOPE**

A. Mobilization shall include the obtaining of all permits, insurance, and bonds; moving onto the site of all plant and equipment; furnishing and erecting plants, temporary buildings, and other construction facilities; all as required for the proper performance and completion of the Work. Mobilization shall include, but not be limited to, the followings principal items:

1. Move onto the site all Contractor's plant and equipment required for first month of operation
2. install temporary construction power, wiring and lighting facilities
3. Establish fire protection plan and safety program
4. Secure construction water supply
5. Provide on site sanitary facilities and potable water facilities as specified
6. Arrange and erect Contractor's work and storage yard and employee's parking facilities
7. Submit all required insurance certificates and bonds
8. Obtain all required permits
9. Post all OSHA, EPA and Department of Labor and all other required notices
10. Submit a detailed construction CPM schedule acceptable to the Owner
11. Submit a schedule of values of the Work
12. Submit a schedule of submittals

## **1.2 DEMOBILIZATION**

A. Demobilization is the timely and proper removal of all contractor owned materials, equipment or plant, from the job site and the proper restoration or completion of work necessary to bring the site into full compliance with the contract documents.

## **1.3 PAYMENT FOR MOBILIZATION/DEMOBILIZATION**

A. The Contractor's attention is directed to the condition that no payment for mobilization, or any part thereof, will be approved for payment under this contract. Mobilization/demobilization is a subsidiary obligation of the Contractor.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

**END OF SECTION**

## **SECTION 02050**

### **DEMOLITION**

#### **PART 1 - GENERAL**

##### **1.01 THE REQUIREMENT**

- A. The work includes removal and disposal of or salvage of any existing structure, piping, conduits, electrical equipment, mechanical equipment, and/or appurtenances, or portions thereof, above and below grade, as shown on the Drawings and specified herein or required to complete the project.
- B. All materials designated for disposal shall, when released by the Owner, become the Contractor's property and shall be removed from the site and disposed of by the Contractor.
- C. All materials designated to be salvaged by the Owner shall be carefully removed and moved to an Owner-designated location.

##### **1.02 SUBMITTALS**

- A. Prior to mobilization on site, the Contractor shall submit for review, in accordance with Section entitled "Submittals," the proposed methods, equipment and demolition operation sequence and schedule. Demolition operation sequence should be consistent and coordinated with the contractor's schedule of values. Include coordination for shut-offs, temporary services, continuation of service and other applicable items to ensure no interruption of operations except as herein before specified. The disposal location and facilities, including the facility name, license, contact name and phone number shall be included with the submittal materials.
- B. At the end of the project the Contractor shall provide a letter of certification to the Owner that the interim and final disposition of all materials removed from the site have been disposed of in accordance with all applicable local, state and federal regulations.

##### **1.03 CONSTRAINTS**

- A. Closing or obstructing of public and on-site plant roadways adjacent to the work by the placement of storage of materials will not be permitted. All operation shall be conducted with a minimum interference to traffic on these ways.
- B. Scheduling: The Contractor shall carry out his operations so as to avoid interference with operations and work in the existing facilities. Prior to commencement of demolition activities with the Utility Systems Department as directed at the project kick-off meeting.
- C. Notification: At least 48 hours prior to commencement of a demolition or removal, the Contractor shall notify the Owner in writing of its proposed removal schedule. No removals shall be started until the schedule is acceptable to the Owner.

#### **PART 2 – PRODUCTS (Not Used)**

## **PART 3 – EXECUTION**

### **1.01 GENERAL**

- A. Prior to commencing work, the Contractor shall clearly mark the area limits of demolition and verify all underground and exposed existing utility and process piping, conduits, wiring and all equipment in any way associated or in the proximity to the items to be removed and shall verify that the piping is inactive (abandoned) and that electric power to equipment, lighting, controls, etc., has been permanently disconnected. Active services shall be brought to the attention of the Owner for proper action.
- B. The Contractor shall remove all equipment and accessories in a workmanlike manner and shall take all necessary precautions to avoid damaging existing equipment, piping, and structures designated by the Utility to be retained. Damages shall be repaired or replaced at the expense of the Contractor.
- C. The Contractor shall proceed with the removal of the structures, equipment, piping and appurtenances in a sequence designed to maintain the facilities in continuous operation.
- D. All structures, piping, equipment appurtenances and furnishings, supports, pedestals, and anchors, concrete bases, anchor bolts, and other supports, above and below grade, as specified under applicable sections of these Specifications, and as shown on the Drawings, or as indicated by the Owner for demolition shall be removed from the site and disposed of in their entirety. All remaining pipe and conduit openings not demolished shall be closed and capped and marked with a PVC conduit and flagging in a manner meeting the requirements of the appropriate sections of these Specifications, as shown on the Drawings, and as acceptable to the Owner.

### **3.02 UNAUTHORIZED REMOVAL**

- A. Any equipment, piping, and appurtenances removed without proper authorization, shall be replaced to the satisfaction of the Engineer at no cost to the Owner.

### **3.03 SALVAGED ITEMS**

- A. Items to be salvaged shall be tagged by the Owner and shall remain the property of the Owner. The Contractor shall carefully move salvaged items to an Owner designated location. The Contractor shall review all proposed demolition and removals with the Engineer prior to commencing work, to ensure that items to be salvaged are properly noted as such. Contractor shall be responsible for proper disposal of demolished items not to be salvaged.

### **3.04 DEMOLITION**

- A. All materials and equipment shown on the Drawings to be removed or demolished shall become the property of the Contractor, with the exception of items tagged by the Owner to be salvaged. The Contractor shall dispose of all demolition materials, equipment, debris, and all other items off the project site and in conformance with all existing applicable laws and regulations.

### **3.05 STRUCTURAL REMOVALS**

- A. The Contractor shall completely remove structures and piping in their entirety to the lines and grades shown, unless otherwise indicated by the Owner.
- B. All wood, concrete, brick, tile, concrete block, roofing materials, reinforcement, structural or miscellaneous metals, plaster, wire mesh and other items contained in or upon the structure shall be removed and taken from the project site. These items shall not be used in backfill.
- C. Finishes: After removal of structures and piping parts or all of masonry walls, slabs, and like work, the contractor shall immediately backfill cavities remaining from demolition work and regrade the site in accordance with the requirements of section 2210 Site Grading.

### **3.06 MECHANICAL REMOVALS**

- A. General: Mechanical removals shall consist of the complete and total dismantling and removing of existing piping, equipment and other appurtenances in their entirety as shown or required for the completion of the work. It shall include cutting, capping and plugging as required.
- B. Wherever piping is to be removed, pipe headers that are to remain shall be blanked off or plugged and then marked with pvc conduit and flagging in an acceptable manner.

### **3.07 ELECTRICAL REMOVALS**

- A. General: Electric removals shall consist of the complete and total removal of conduits and wires, concrete encasement, and miscellaneous electrical equipment all as shown, specified or required to perform the work.

### **3.08 CLEANUP**

- A. The Contractor shall remove from the project site all debris resulting from the demolition and removal operations as it accumulates. Upon completion of the demolition work, all materials, equipment, waste and debris of every sort shall be removed and the premises shall be left clean, neat, and orderly.

**- END OF SECTION -**

## **SECTION 02210**

### **SITE GRADING**

#### **PART 1 – GENERAL**

##### **1.01 THE REQUIREMENT**

- A. The Contractor shall perform grading Work within the limits, elevations and grades indicated on the Drawings and as specified herein.
- B. The contractor shall be responsible for providing his own surveyor for verification of elevations and proper stormwater drainage.

##### **1.02 QUALITY CONTROL**

- A. The site shall be roughly graded to the required elevations. Birdbaths and ponding of water in restored demolition excavation area shall not be allowed. Spot elevations are shown on the Drawings and the finished surfaces shall be uniformly sloped between these locations.
- B. Suitable excavated material shall be used in the formation of embankments as shown on the Drawings. The Contractor shall provide all additional fill material required to complete the embankments.

#### **PART 2 – PRODUCTS**

##### **2.01 FILL**

- A. Suitable fill material shall be noncohesive, nonplastic, granular mixture of local sand and limerock, shall be free from vegetation, organic material or muck and shall contain not more than 8 percent material by weight which passes the No. 200 sieve. Broken concrete shall not be used in the fill. Fill material containing limerock shall have sufficient sand to fill the voids in the limerock, and no individual rocks or pieces of hard material that will not pass a 6-inch diameter ring shall be used in the fill; except that the upper 4 inches of all backfill or fills shall not contain any rock or hard material that will not pass a 3-inch diameter ring. All fill material shall be provided by the Contractor from any excess suitable on-site material or from off site sources, borrow areas or other sources for this material all be reviewed by the Engineer prior to use. The Contractor must determine the volume of material required for the site.

#### **PART 3 - EXECUTION**

##### **3.01 GRADING AND COMPACTION**

- A. Fill material shall be placed in lifts not to exceed 8-inches and compacted to a density of not less than 95 percent of maximum density at optimum moisture as determined by ASTM D 1557. Fill material shall be within plus or minus 2 percentage points of optimum moisture content. The minimum density acceptable at any location within the pavement subgrade shall be specified in Section 02510 entitled "Asphaltic Concrete Pavement."

### **3.02 FINE GRADING**

- A. After demolition of structures, bases, piping, and pavements are completed and backfilled, the disturbed areas of the site shall be graded. All debris associated with demolition activities, regardless of size, shall be removed. Site surfaces shall be shaped and sloped to drain away from the site and avoid formation of water ponds. The completed surface shall be within 0.1 foot of the elevations shown on the Drawings, unless otherwise directed by the Engineer. Adjustments to line and grade may be required as the work progresses in order to satisfy field conditions and drainage requirements.

**- END OF SECTION -**

## **PART 1 -- GENERAL**

### **1.1 SECTION DESCRIPTION**

- A. This section includes the materials and installation standards and contractor responsibilities associated with furnishing all labor, materials, equipment, and incidentals required for clearing, grubbing and filling of undeveloped rights-of-way or corridors, as necessary to provide access for pipeline construction. All clearing work shall be done for the full width of the corridor area or right-of-way shown on the drawings.
- B. Unless otherwise specified, all work shall comply with the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.

## **PART 2 -- PRODUCTS**

### **2.1 MATERIALS**

- A. Fill material shall be clean granular fine earth, rock or sand, free of vegetation or organic material. Suitable fill material shall be noncohesive, nonplastic, granular mixture of local sand and limerock, shall be free from vegetation, organic material or muck and shall contain not more than 8 percent material by weight which passes the No. 200 sieve. Broken concrete shall not be used in the fill. Fill material containing limerock shall have sufficient sand to fill the voids in the limerock, and no individual rocks or pieces of hard material that will not pass a 6-inch diameter ring shall be used in the fill; except that the upper 4 inches of all backfill or fills shall not contain any rock or hard material that will not pass a 3-inch diameter ring. All fill material shall be provided by the Contractor from any excess suitable on-site material or from off site sources, borrow areas or other sources for this material all be reviewed by the Engineer prior to use. The Contractor must determine the volume of material required for the site.
- B. Excess material from other areas of the project may be used, with the approval of the Engineer.

## **PART 3 -- EXECUTION**

### **3.1 CLEARING, GRUBBING AND STRIPPING**

- A. Remove existing vegetation including trees, roots and stumps from the corridor areas. Prevent damage to trees or other items outside of the corridor area.
- B. The Contractor shall dispose of all vegetation material removed.

### **3.2 GENERAL EXCAVATION**

- A. Unsuitable material shall be removed from the corridor area only as necessary for access and pipeline construction.
- B. Excavation and backfill for utility pipelines shall not be included in this item, but shall be performed as specified in Section 02220.

### **3.3 FILLING AND GRADING**

- A. Existing site elevations are shown on the drawings when available from construction plans on file with the Owner or proposed by others. These elevations shall be used as guides for the filling and grading of the corridor.
- B. All filling and grading work shall be done to provide site access and suitable conditions in preparation for other construction.

### **3.4 COMPACTION**

- A. Compaction methods and requirements shall be as specified by the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition, for work within a road right-of-way.

**END OF SECTION**

**CITY OF PORT ST. LUCIE  
UTILITY SYSTEMS DEPARTMENT**

**SOUTHPORT WWTP  
DEMOLITION**

**Appendix A**

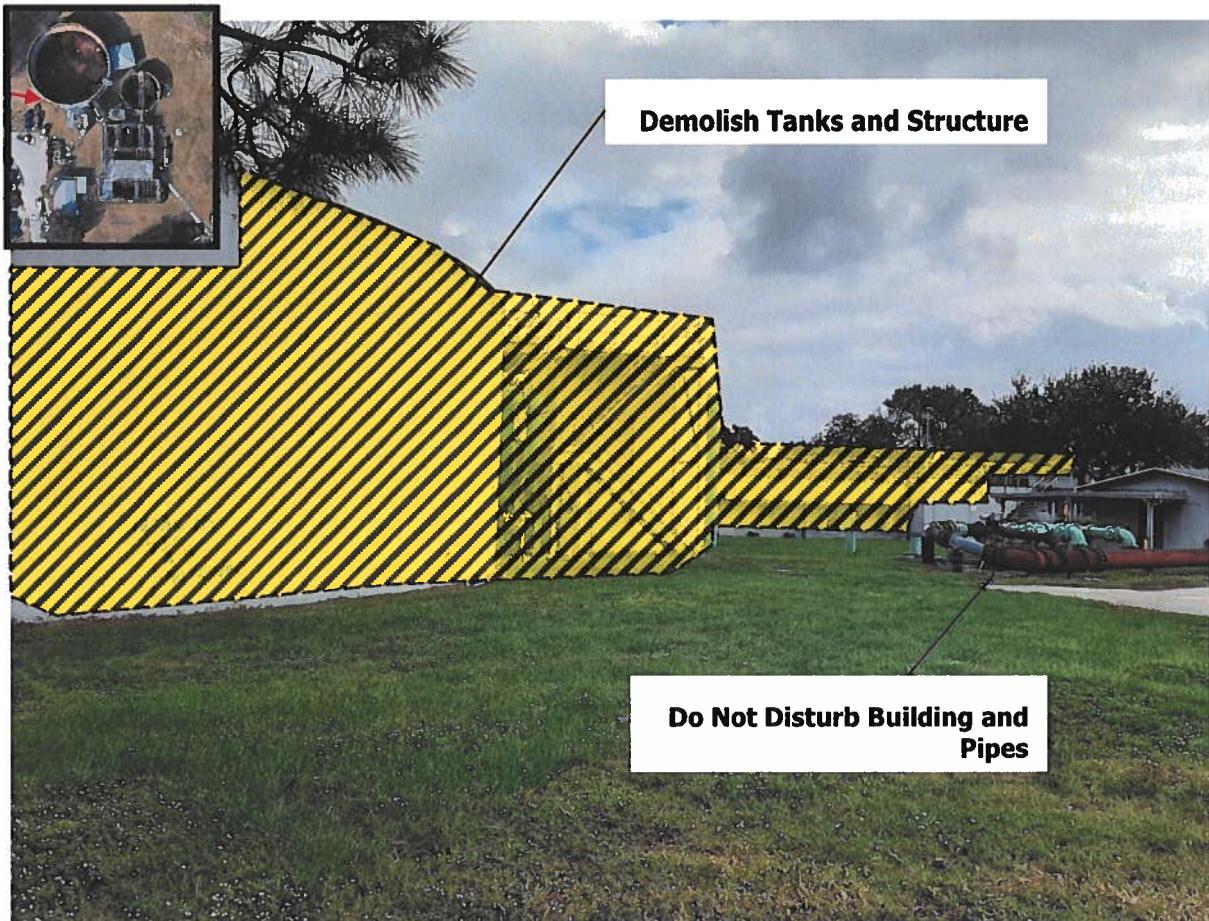
**Supplemental Figures**

**SOUTHPORT WWTP  
DEMOLITION**

**TABLE OF CONTENTS, CONTINUED**

<b>SECTION</b>	<b>DESCRIPTION</b>
APPENDIX A	SUPPLEMENTAL DRAWINGS
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	Figure 2 Demolition view South East
	Figure 3 Demolition View South 01
	Figure 4 Demolition view East
	Figure 5 Demolition View North 01
	Figure 6 Demolition View North 02
	Figure 7 Demolition view South 02
	Sheet 01 of 04 General Site Plan
	Sheet 02 of 04 Demolition Plan
	Sheet 03 of 04 Detail Demolition Plan
	Sheet 04 of 04 General Notes

**FIGURE 1**

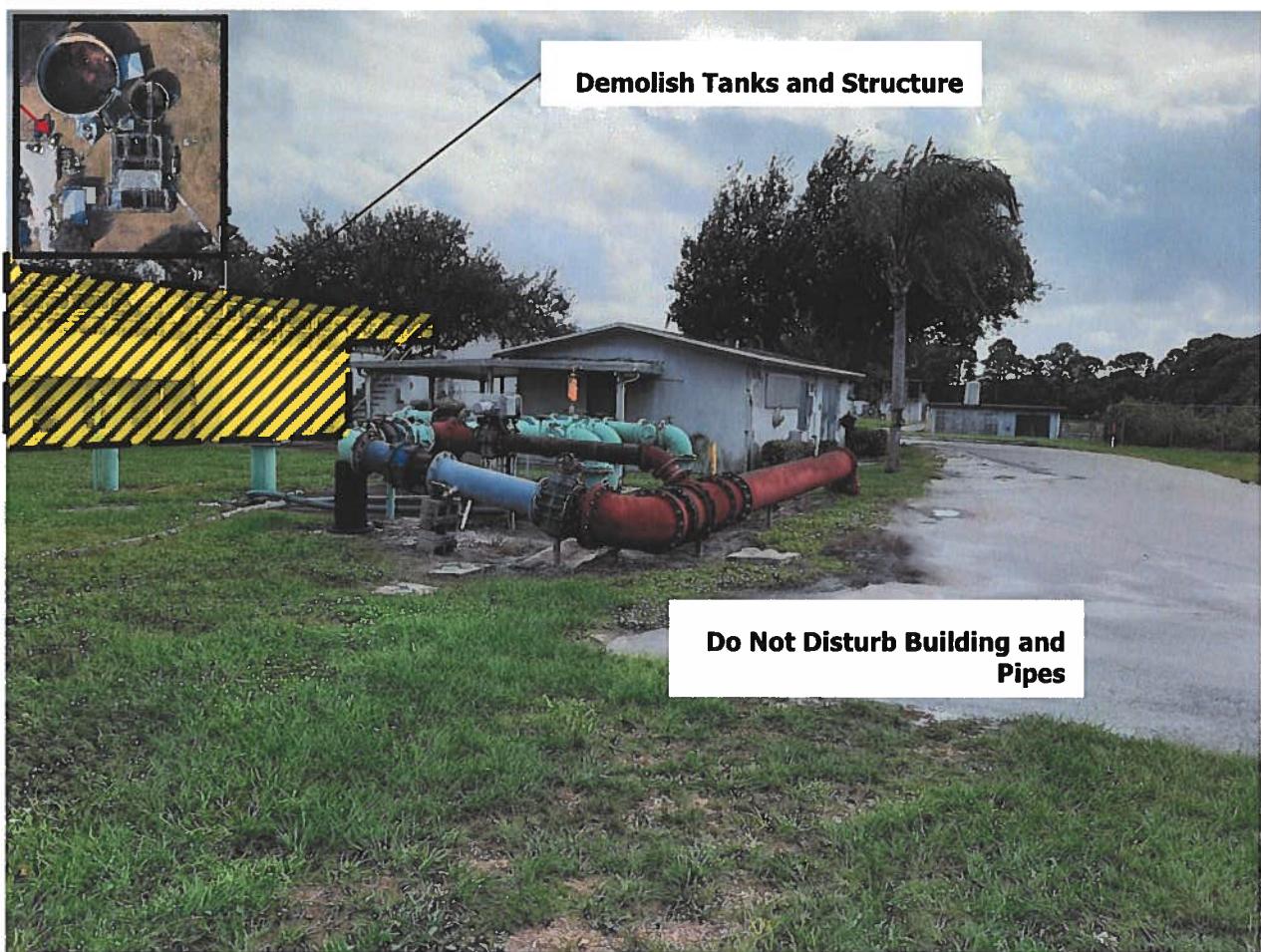


**Southport WWTF**

**Demolition**

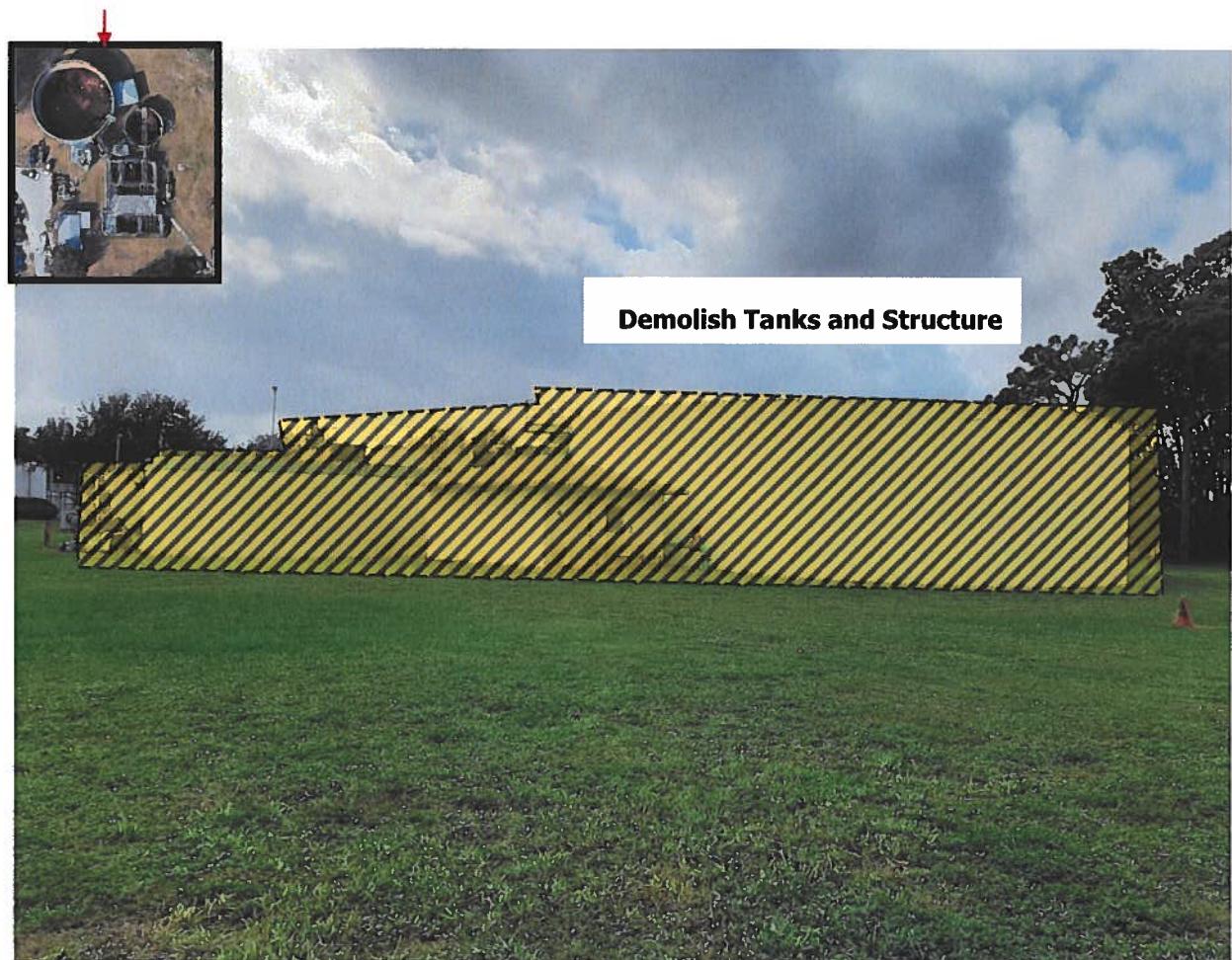
**View East**

**FIGURE 2**



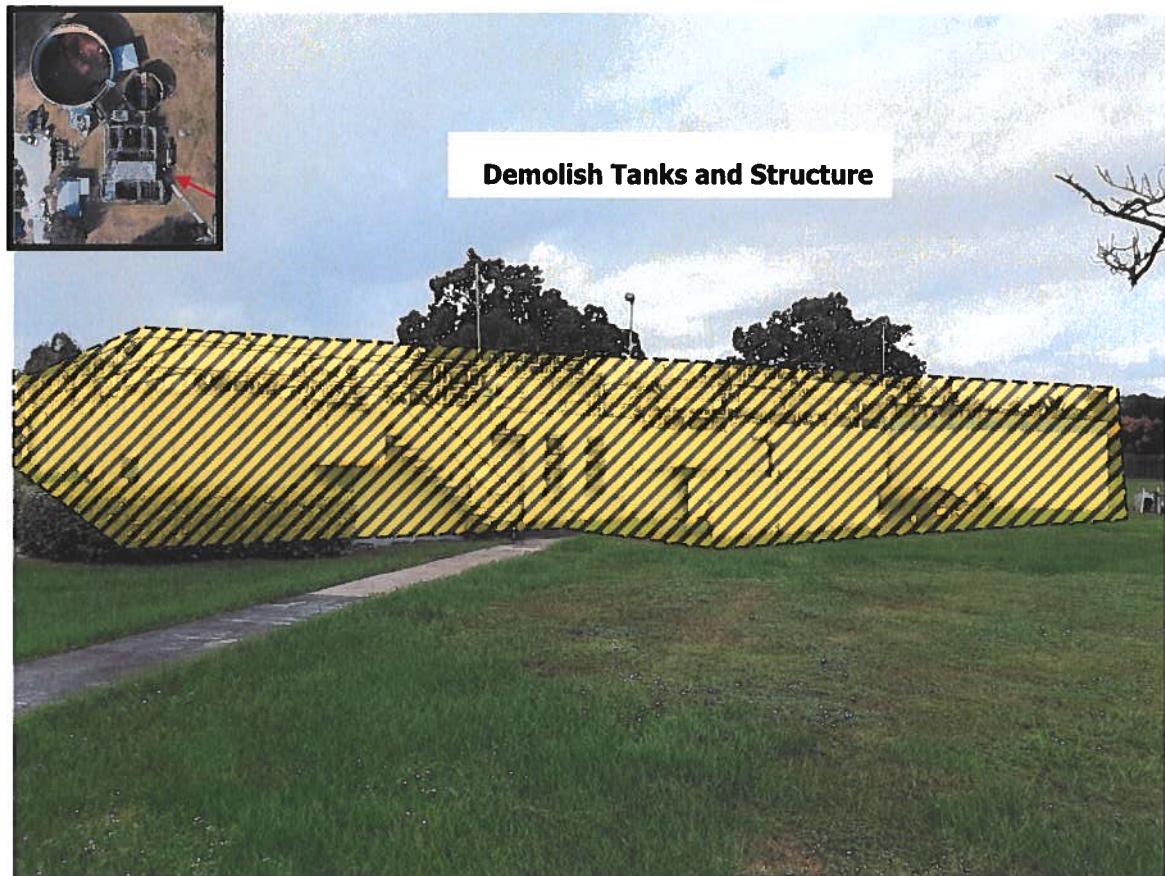
**Southport WWTF  
Demolition  
View South East**

**FIGURE 3**



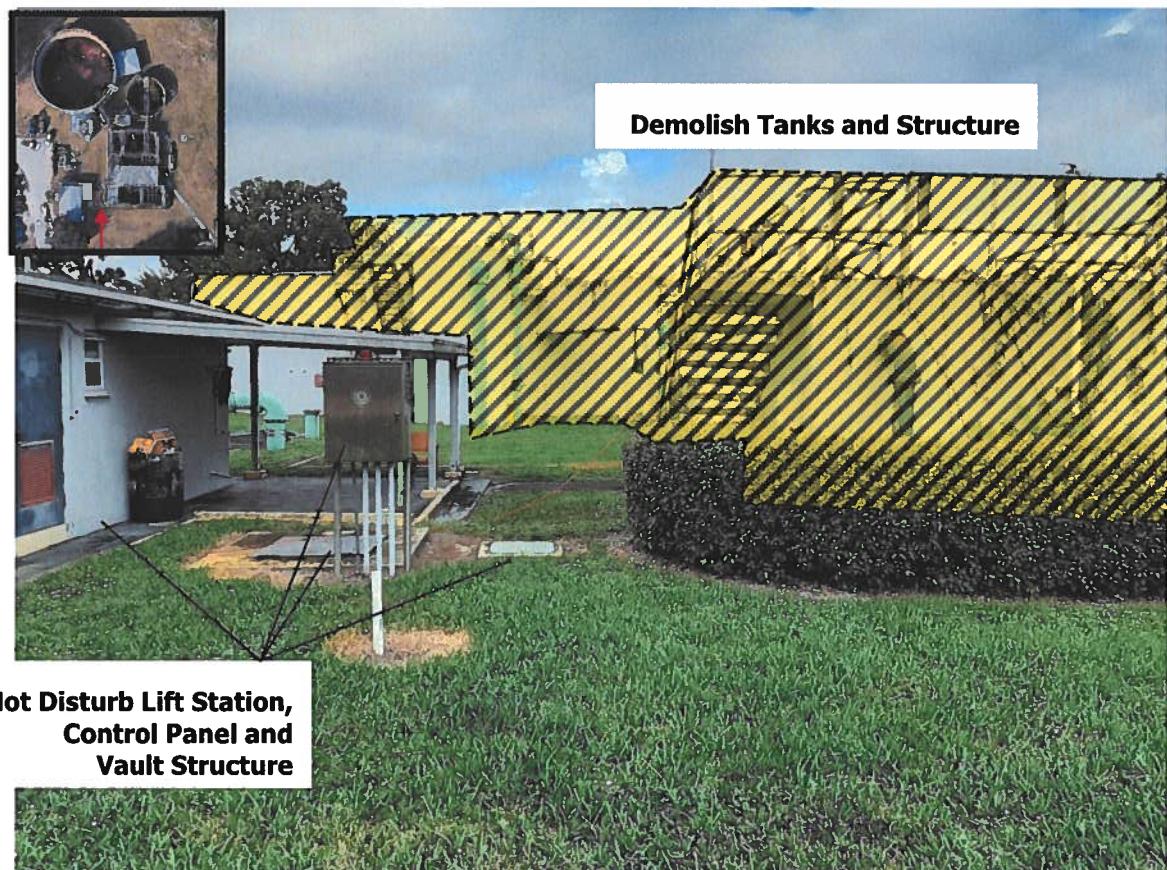
**Southport WWTF  
Demolition  
View South 01**

**FIGURE 4**



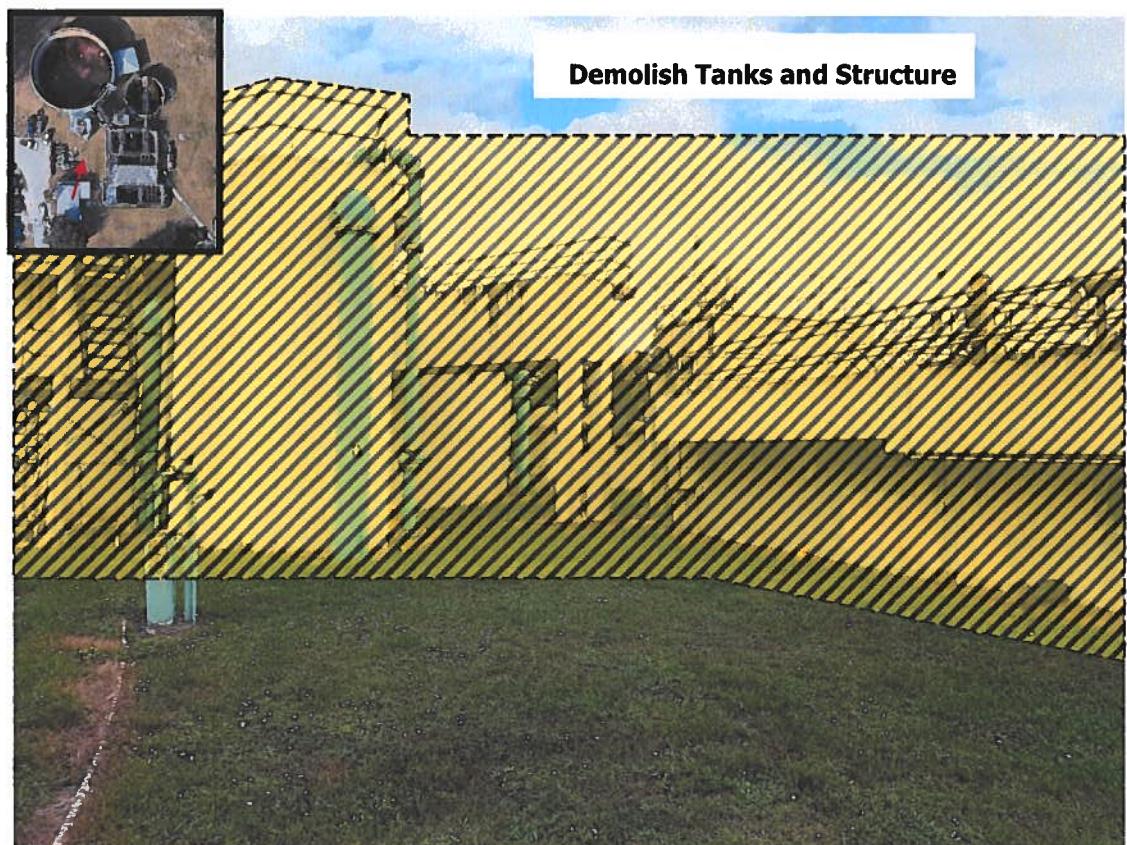
**Southport WWTF  
Demolition  
View East**

**FIGURE 5**



**Southport WWTF  
Demolition  
View North 01**

**FIGURE 6**

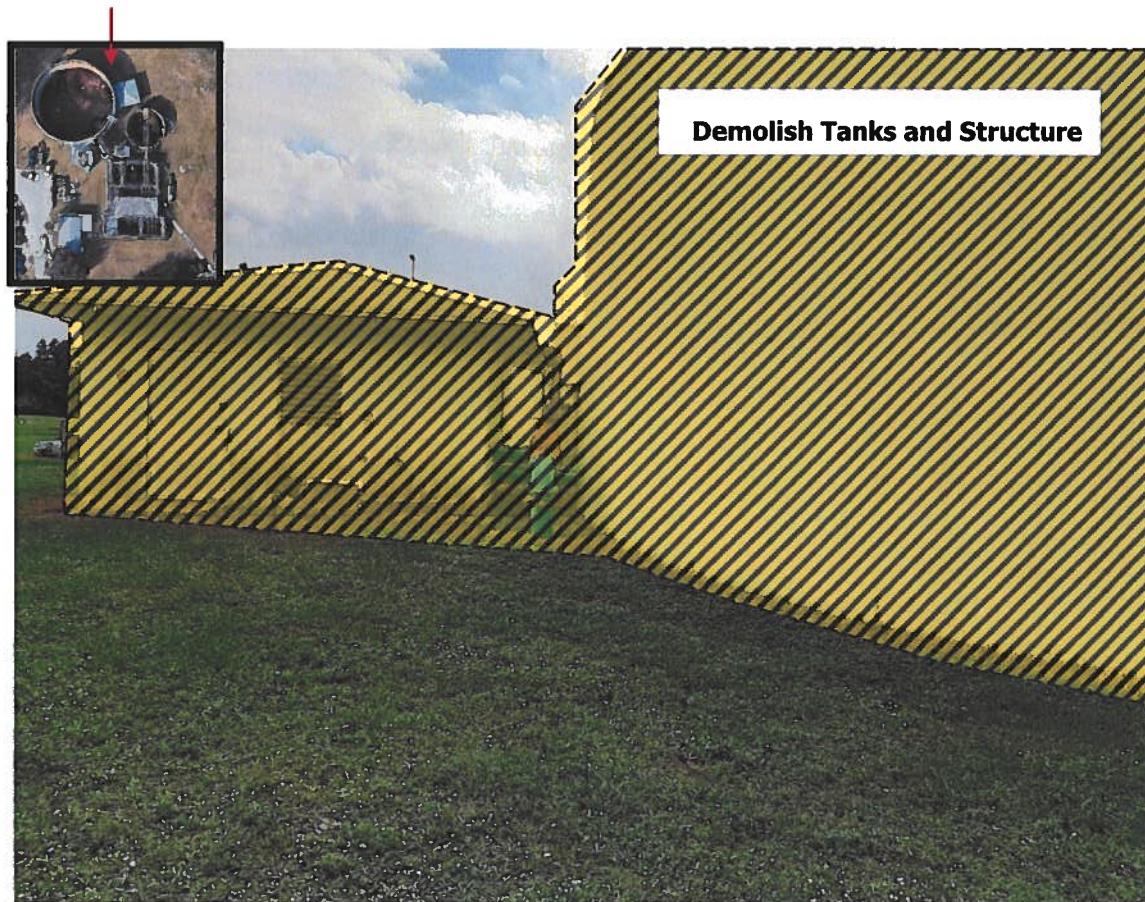


**Southport WWTF**

**Demolition**

**View North 02**

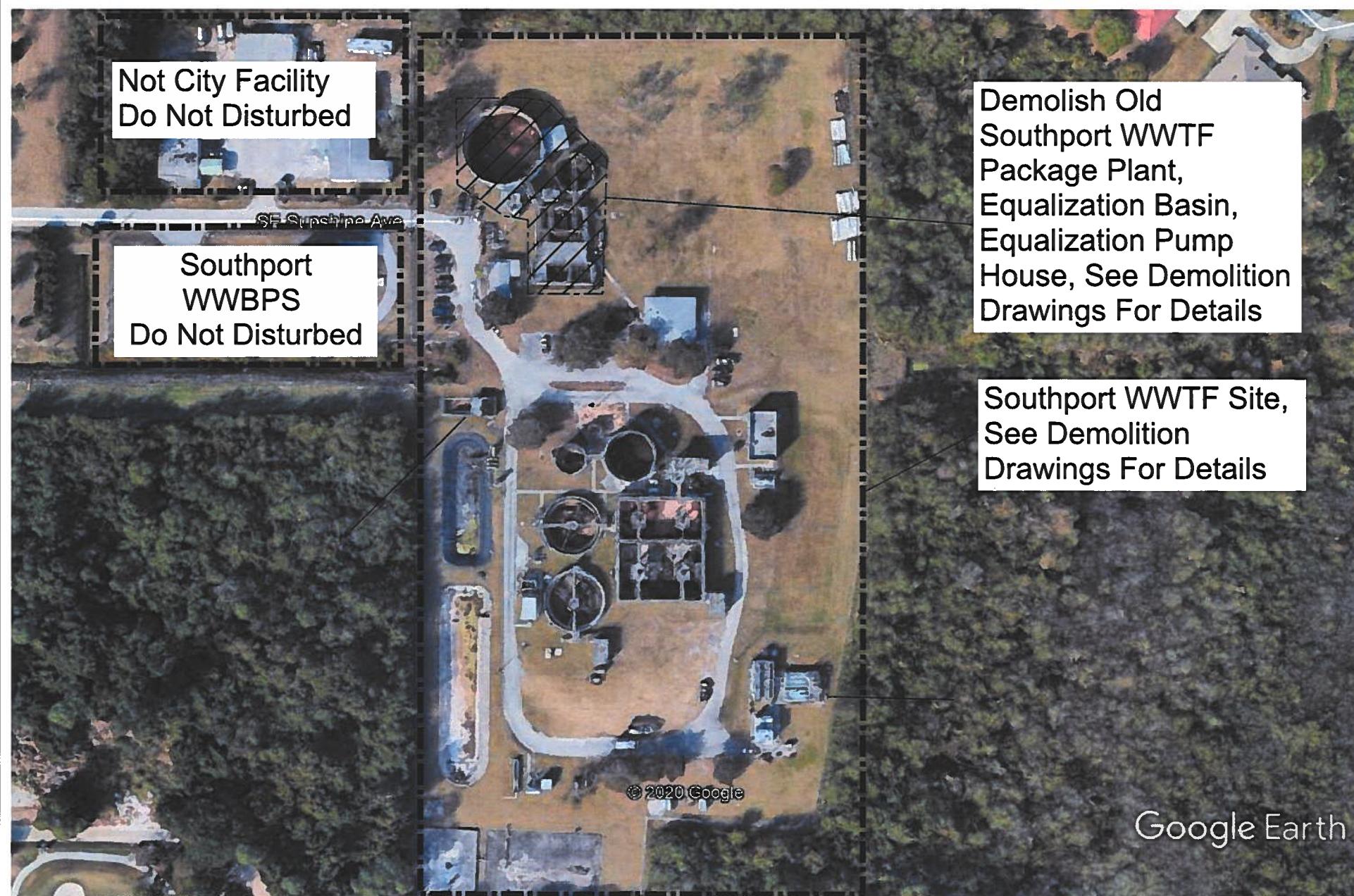
**FIGURE 7**



**Southport WWTF**

**Demolition**

**View South 02**



SOUTHPORT WWTF DEMOLITION PLAN		GENERAL SITE PLAN
CITY OF PORT ST. LUCIE UTILITY SYSTEMS DEPARTMENT 900 S.E. OGDEN LANE PORT ST. LUCIE, FL 34983 PHONE (772) 872-5400 FAX (772) 872-5433		
		
SHT 01/04		
DRILL DATA	BY DATE	DATE
REMARKS	REMARKS	REMARKS
The following table is for the use of the Utility Systems Department. It is not to be construed as a permanent record. It is the property of the Utility Systems Department and is to be returned to the Utility Systems Department when no longer needed.		



## NOTES

1. The work includes demolition of the existing Southport Wastewater Treatment Facilities shown on the plans to be demolished and includes complete removal and legal disposal of all debris. Work includes demolition of concrete structures, mechanical equipment, electrical gear, lighting stands and fixtures, pavement, piping, conduit and wires above grade and below grade facilities shown or implied, including site restoration.
2. Site restoration includes backfill, compaction, coarse grading and sodding of all areas disturbed by demolition activities. Backfill and grading shall meet existing grade.

Page 53 of 55

# SITE PLAN

SCALE: NONE

**Injection Well and  
Monitoring Well  
Facilities  
Do Not Disturbed**

## Attachment B

## **SOUTHPORT WWYF DEMOLITION PLAN**

**CITY OF PORT ST. LUCIE  
UTILITY SYSTEMS DEPARTMENT  
100 S.E. OGDEN LANE  
PORT ST. LUCIE, FL. 34983  
PHONE (772) 873-4400 FAX (772) 873-4433**

SHT  
02/04



## GENERAL PROJECT NOTES

1. The work includes demolition of the existing Southport Wastewater Treatment Facilities shown on the plans to be demolished and includes complete removal and legal disposal of all debris. Work includes, but is not necessarily limited to, permitting, utility locates (horizontal and vertical) and utility locate trenches, erosion control plan and facilities demolition of concrete structures, mechanical equipment, electrical equipment, metal fabrications, electrical gear, lighting stands and fixtures, control panels, pavement, piping, capping/plugging of pipes, conduit and wires above grade and below grade facilities shown or implied and including site restoration.
2. Site restoration includes backfill, compaction, coarse grading, surveying and sodding of all areas disturbed by demolition activities. Backfill and grading shall meet existing grades. Ponding of water and "bird baths" on restored areas shall not be allowed.
3. Permitting includes erosion control through South Florida Water Management District and noise permitting through the City of Port St. Lucie.
4. All on-site visits shall be coordinated in advance with the Utility Systems Department. Access to the plant shall be contacted through Alane Sisilli at #772.873.6425
5. The Utility Systems Department will have components of the facilities to be demolished that are part of this scope of work disconnected from the site's electrical power supply prior to commencement of any demolition activities.
6. For the facilities identified to be removed, demolition work includes all structures, foundations, piping conduit, wires, cables mechanical equipment and electrical components shall be removed from the site, above grade and below grade, and all areas shall be restored to correspond to existing elevations of the immediate area.
7. The contractor shall arrange his work and activities such that they shall not interfere with the ongoing Utility opeartions located on the plant site or with any other contractor on-site.
8. The contractor shall submit a project schedule and a complete schedule of values, including disposal location and facility to the Utility for approval prior to any mobilization activity. The contractor shall adjust his schedule and add details as requested by the City. The contractor shall inlclude in his schedule the name and contact person and contact phone number of the proposed disposal facility(s) for this project.

9. The contractor shall mark and fence off those facilities that are not to be demolished. The contractor shall prominently and clearly mark at a minimum of 20 foot intervals piping, conduits duct banks, etc. that are to not be demolished. The contractor shall clearly and prominently mark location of pipes to be capped. Markings for facilities to be demolished shall be clearly different from markings for facilities not to be demolished.
10. Contractor shall cap below grade all conduits including but not necessarily limited to water, wastewater, reuse water, effluent water, potable water, non-potable water and shall mark termination locations, above grade with 1-Inchx5-Ft white rigid Sch 40 PVC pipe and tag noting conduit size. Above grade location indication pipes for electrical conduits shall be spray painted fluorescent orange.
11. The contractor shall verify with the City prior to demolition of any potable water lines and fire hydrants.
12. The contractor shall be responsible for the safe removal and legal disposal of all substances located on the Southport WWTF premises in the areas to be demolished.
13. See technical specifications for further details.

ebid #20210020R



SOUTHPORT WWTF  
DEMOLITION  
GENERAL NOTES

Attachment C

*Asbestos Survey Report*

*for*

***1615 Southeast Sunshine Avenue  
Port Saint Lucie, FL***

# Professional Air Monitoring

June 21, 2018

L.E.B. Demolition & Consulting Contractor  
Mr. Dustin Beckford  
7 Harbour Isle Drive  
Fort Pierce, Florida 34949

RE: Asbestos Survey and Sampling  
1615 SE Sunshine Ave  
Port St. Lucie, FL

Dear Mr. Beckford,

Professional Air Monitoring has completed a limited field investigation on June 20, 2018 encompassing the physical assessment, sampling and analysis for suspect Asbestos Containing Building Materials (ACBM). The samples in question are the roofing material collected from the water tank roof. This investigation was requested and authorized on June 19, 2018. *The lab results indicate that all suspect materials collected indicate no asbestos detected.*

This report contains the results of the materials sampled, indicates the locations of the samples collected and summarizes pertinent observations made during our physical assessment. The survey was performed by Mr. Paul Prizmonte, Asbestos Inspector Certification number AA101117IR09.

The following table provides a listing of all suspect materials, hazard assessments, quantities and laboratory results of the materials sampled by Mr. Paul Prizmonte.

**1615 SE Sunshine Ave; Port St. Lucie, FL**

<b>SAMPLE NO. &amp; LOCATION</b>	<b>SUSPECT ACM MATERIAL SAMPLED</b>	<b>ANALYZED Y/N</b>	<b>ABESTOS PERCENTAGE</b>	<b>FRIABLE Y/N</b>	<b>PHYSICAL CONDITION</b>	<b>FIBER RELEASE POTENTIAL</b>
1615-01 <1000 SF	Roofing (black tar)	Yes	NAD	No	Good	Low
Layer 2	Roofing (black shingle with gray gravel)	Yes	NAD	No	Good	Low
1615-02 <1000 SF	Roofing (black shingle with gray gravel)	Yes	NAD	No	Good	Low
Layer 2	Roofing (black tar and felt)	Yes	NAD	No	Good	Low
1615-03 <1000 SF	Roofing (black shingle with gray gravel)	Yes	NAD	No	Good	Low
Layer 2	Roofing (various black tar and felt layers)	Yes	NAD	No	Good	Low

ACM – Asbestos Containing Material

NAD – No Asbestos Detected

NA – Not Applicable

SF – Square Feet

LF – Linear Feet

The asbestos inspection was conducted in general accordance with AHERA guidelines using a minimum number of samples collected from each Homogeneous Sampling Areas, (HSA). A homogeneous sampling area can be described as any suspect asbestos material that is similar in appearance and texture, having the same installation date, use, and function. The inspection generally complies with the sampling requirements found in 40 CFR 763. Sample collection depends on the category that the HSA falls into and the professional judgment of the field inspector/surveyor.

If the analytical results indicated that all the samples collected per HSA did not contain asbestos, then the HA (material) would be considered a non-ACM. However, if the analytical results indicate *one or more* of the samples collected per HSA contains asbestos in quantities of greater

than 1 percent asbestos by weight (as defined by EPA), all of the HSA (material) shall be treated as an ACM Material.

Friable materials and Category I and II non-friable materials, which have become friable are classified by EPA NESHAPs (40 CFR 61 M) as Regulated Asbestos Containing Materials (RACM), and must be removed by a State of Florida-licensed asbestos abatement contractor prior to building demolition. Category I non-friable ACMs shall not be subjected to abrasion, grinding, sanding or any other processes during demolition, which will render these non-friable materials friable. A ten-day notification must be submitted to the FDEP prior to the initiation of the abatement of more than 160 square feet or 260 linear feet of an RACM. Air monitoring to ensure that other areas of the building are not being contaminated with asbestos fibers should be performed by a licensed asbestos business organization during the abatement project. Final clearance air sampling should be performed to document that the consensus clean air standard of 0.01 fibers per cubic centimeter of air has been met.

Bulk samples were analyzed at CA Labs, LLC located in Baton Rouge, LA for asbestos analysis of bulk materials via EPA 600/R-93/116 method using Polarized Light Microscopy (PLM). PLM is the EPA-required method for analyzing bulk materials for asbestos.

**This report is designed to aid the building owner, construction manager, general contractors, and potential asbestos abatement contractors in locating ACM. Under NO circumstances is this report to be utilized as a bidding document or as a project specification document since it does not have all the components required to serve as an Asbestos Project Design document or an Abatement Work plan.**

A copy of this report and laboratory analysis should remain on-site during demolition/renovation activities.

We appreciate the opportunity to be of service to you on this project. If you should have any questions concerning this report or our investigation, please do not hesitate to contact me, at (407) 492-8436

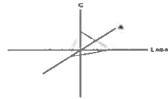
Very truly yours,



Paul Prizmonte, IH  
Asbestos Business License  
ZA379  
Pam Project #A180620D

**CA Labs**  
Dedicated to  
Quality

**Crisp Analytical, L.L.C.**  
1929 Old Denton Road  
Carrollton, TX 75006  
Phone 972-242-2754  
Fax 972-242-2798



**CA Labs, L.L.C.**  
12232 Industriplex, Suite 32  
Baton Rouge, LA 70809  
Phone 225-751-5632  
Fax 225-751-5634

## **Materials Characterization - Bulk Asbestos Analysis**

### **Laboratory Analysis Report - Polarized Light**

**Pro Air Monitoring, LLC**

P.O. Box 1192  
Goldenrod, FL 32733

Attn: Paul Prizmonte

Customer Project: 1615 S E Sunshine Ave A180620D  
Reference #: CBR18062952

Date: 6/21/2018

#### **Analysis and Method**

Summary of polarizing light microscopy (PLM / Stereomicroscopy bulk asbestos analysis) using the methods described in 40CFR Part 763 Appendix E to Subpart E (Interim and EPA 600 / R-93 / 116 (Improved). The sample is first viewed with the aid of stereomicroscopy. Numerous liquid slide preparations are created for analysis under the polarized microscope where identifications and quantifications are preformed. Calibrated liquid refractive oils are used as liquid mounting medium. These oils are used for identification (dispersion staining). A calibrated visual estimation is reported, should any asbestos mineral be present. Other techniques such as acid washing are used in conjunction with refractive oils for detection of smaller quantities of asbestos. All asbestos percentages are based on calibrated visual estimation traceable to NIST standards for regulated asbestos. Traceability to measurement and calibration is achieved by using known amounts and types of asbestos from standards where analyst and laboratory accuracy are measured. As little as 0.001% asbestos can be detected in favorable samples, while detection in unfavorable samples may approach the detection limit of 0.50% (well above the laboratory definition of trace).

#### **Discussion**

Vermiculite containing samples may have trace amounts of actinolite-tremolite, where not found by PLM should be analyzed using TEM methods and / or water separation techniques. Suspected actinolite/vermiculite presence will be indicated through the sample comment section of this report.

Fibrous talc containing samples may even contain a related asbestos fiber known as anthophyllite. Under certain conditions the same fiber may actually contain both talc and anthophyllite (a phenomenon called intergrowth). Again, TEM detection methods are recommended. CA Labs PLM report comments will denote suspected amounts of asbestos anthophyllite with talc, where further analysis is recommended.

Some samples (floor tiles, surfacings, etc.) may contain fibers too small to be detectable by PLM analysis and should be analyzed by TEM bulk protocols.

A "trace asbestos" will be reported if the analyst observes far less than 1% asbestos. CA Labs defines "trace asbestos" as a few fibers detected by the analyst in several preparations and will indicate as such under these circumstances.

Quantification of <1% will actually be reported as <=1% (allowable variance close to 1% is high). Such results are ideal for point counting, and the technique is mandatory for friable samples (NESHAP, Nov. 1990 and clarification letter 8 May 1991) under 1% percent asbestos and the "trace asbestos". In order to make all initial PLM reports issued from CA Labs NESHAP compliant, all <1% asbestos results (except floor tiles) will be point counted at no additional charge.

#### **Qualifications**

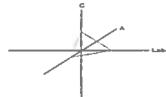
CA Labs is accredited by the National Voluntary Accreditation Program (NVLAP) for selected test methods for airborne fiber analysis (TEM), and for bulk asbestos fiber analysis (PLM). All analysts have a college degree in a natural science (geology, biology, or environmental science) or are recognized by a state professional board in one these disciplines. Extensive in-house training programs are used to augment education background of the analyst. The group leader of polarized light has received supplemental McCrone Research training for asbestos identification. This report is not covered by the scope of AIHA accreditation. Analysis performed at CA Labs, LLC 12232 Industriplex, Suite 32 Baton Rouge, LA 70809.

**CA Labs**

Dedicated to  
Quality

**Crisp Analytical, L.L.C.**

1929 Old Denton Road  
Carrollton, TX 75006  
Phone 972-242-2754  
Fax 972-242-2798

**CA Labs, L.L.C.**

12232 Industriplex, Suite 32  
Baton Rouge, LA 70809  
Phone 225-751-5632  
Fax 225-751-5634

Overview of Project Sample Material Containing Asbestos**Customer Project:** 1615 S E Sunshine Ave A180620D**CA Labs Project #:** CBR18062952

Sample #	Layer #	Analysts Physical Description of Subsample	Asbestos type / calibrated visual estimate percent	List of Affected Building Material Types

**No Asbestos Detected.**

Baton Rouge NVLAP Lab Code 200772-0 TEM/PLM

TDH 30-0370

LDEQ

**Glossary of abbreviations (non-asbestos fibers and non-fibrous minerals):**

ca - carbonate  
gypsum - gypsum  
bi - binder  
or - organic  
ma - matrix  
mi - mica  
ve - vermiculite  
ot - other

pe - perlite  
qu - quartz

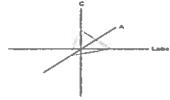
lg - fiberglass  
mw - mineral wool  
wo - wollastonite  
ta - talc  
sy - synthetic  
ce - cellulose  
br - brucite  
ka - kaolin (clay)

pa - palygorskite (clay)

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**CA Labs**  
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Quality

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Baton Rouge, LA 70809  
Phone 225-751-5632  
Fax 225-751-5634

## Polarized Light Asbestiform Materials Characterization

**Customer Info:** Attn: Paul Prizmonte  
**Pro Air Monitoring, LLC**

P.O. Box 1192  
Goldenrod, FL 32733

Phone # 407-492-8436

Fax #

**Customer Project:**

1615 S E Sunshine Ave  
A180620D

**Turnaround Time:** 4 hr

**CA Labs Project #:**  
CBR18062952

**Date:** 6/21/2018

**Samples Received:** 6/21/2018

**Date Of Sampling:**

**Purchase Order #:**

Sample #	Com ment	Layer #	Analysts	Physical Description of Subsample	Homo- geneo- us (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
1615-01		1	Black Tar		Y	<b>None Detected</b>	6% ce	94% qu, ma, bi
		2	Black Shingle with Gray Gravel		Y	<b>None Detected</b>	20% ce	80% qu, ma, bi
1615-02		1	Black Shingle with Gray Gravel		Y	<b>None Detected</b>	20% ce	80% qu, ma, bi
		2	Black Tar and Felt		N	<b>None Detected</b>	20% sy	80% qu, ma, bi
1615-03		1	Black Shingle with Gray Gravel		Y	<b>None Detected</b>	15% sy	85% qu, ma, bi
		2	Various Black Tar and Felt Layers		N	<b>None Detected</b>	20% ce 20% fg	60% qu, ma, bi

Baton Rouge NVLAP Lab Code 200772-0 TEM/PLM

TDH 30-0370

LDEQ

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116)

Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for identification of asbestos types by dispersion attaining / becke line method.

ca - carbonate	mi - mica	fg - fiberglass	ce - cellulose
gypsum - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
bi - binder	ot - other	wo - wollastonite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

Kyle Hoffpauir  
Analyst

Senior Analyst  
Alicia Stretz

Laboratory Director  
Chris Williams

1. Fire Damage significant fiber damage - reported percentages reflect unaltered fibers
2. Fire Damage no significant fiber damages effecting fibrous percentages
3. Actinolite in association with Vermiculite
4. Layer not analyzed - attached to previous positive layer and contamination is suspected
5. Not enough sample to analyze

6. Anthophyllite in association with Fibrous Talc
7. Contamination suspected from other building materials
8. Favorable scenario for water separation on vermiculite for possible analysis by another method
9. < 1% Result point counted positive
10. TEM analysis suggested

**Chain of Custody**

Client Name:	Prof. Air Monitoring PO Box 1192 Goldenrod, FL 32733-1192	CA Labs job #	CBR <i>1810620</i>
Client Address:		Billing Address: (if different)	
phone number:	<i>407 492 8436</i>	Send Reports to:	
fax number:	<i>-</i>	Project Name:	<i>1615 S.E. SUNSHINE AVE.</i>
Project Number:	<i>A180620 D</i>	Reports Results	<i>PORT SAINT LUCIE FL,</i>
Contact:	<i>PAUL</i>	VIA:	EMAIL <input checked="" type="checkbox"/> FAX <input type="checkbox"/> VERBAL <input type="checkbox"/>

Total # Samples Submitted:	Total # Samples to be Analyzed:	Material Matrix:
		Air / <u>Bulk</u> / Water

Asbestos: *please call ahead for availability of all rush and/or after hours samples.*

TEM	TA Time	PLM	TA Time	Optical / IAQ	TA Time
<i>Circle analysis and TA time</i>					
AHERA	4 hour	Improved	<i>PP</i> <i>4 hour</i>	Allergen Particle:	2 hour
EPA Level II	8 hour	Interim	<i>8 hour</i>	tape/bulk/swab	4 hour
Drinking Water	16 hour		<i>16 hour</i>	Cyclex-d cassettes	8 hour
Wipe	24 hour	AHERA	<i>24 hour</i>	Air-o-cell cassettes	16 hour
Micro-vac	2 days		<i>2 days</i>	Anderson cultures	24 hour
NIOSH 7402	3 days	Point Count -	<i>3 days</i>	Bulk/swab cultures	2 days
Chatfield Bulk	5 days	(NESHAPS)	<i>5 days</i>	Bacteria cultures	3 days
				PCM: NIOSH 7400	5-10 days

Lead:	<i>Circle analysis and TA time</i>					
Matrix:	Paint Chips	Soil	Air	Wipes	Wastewater	TCLP
TA Time:	<i>8 hour</i>	1 day	2 days	3 days	5 days	6-10 days

## Sample Information:

Sample Number:	Sample Location:	Sample Date/Time:	Sample Volume (L)
<i>1615-01-03</i>	<i>ROOFING</i>		

## Custody Information:

Samples relinquished:

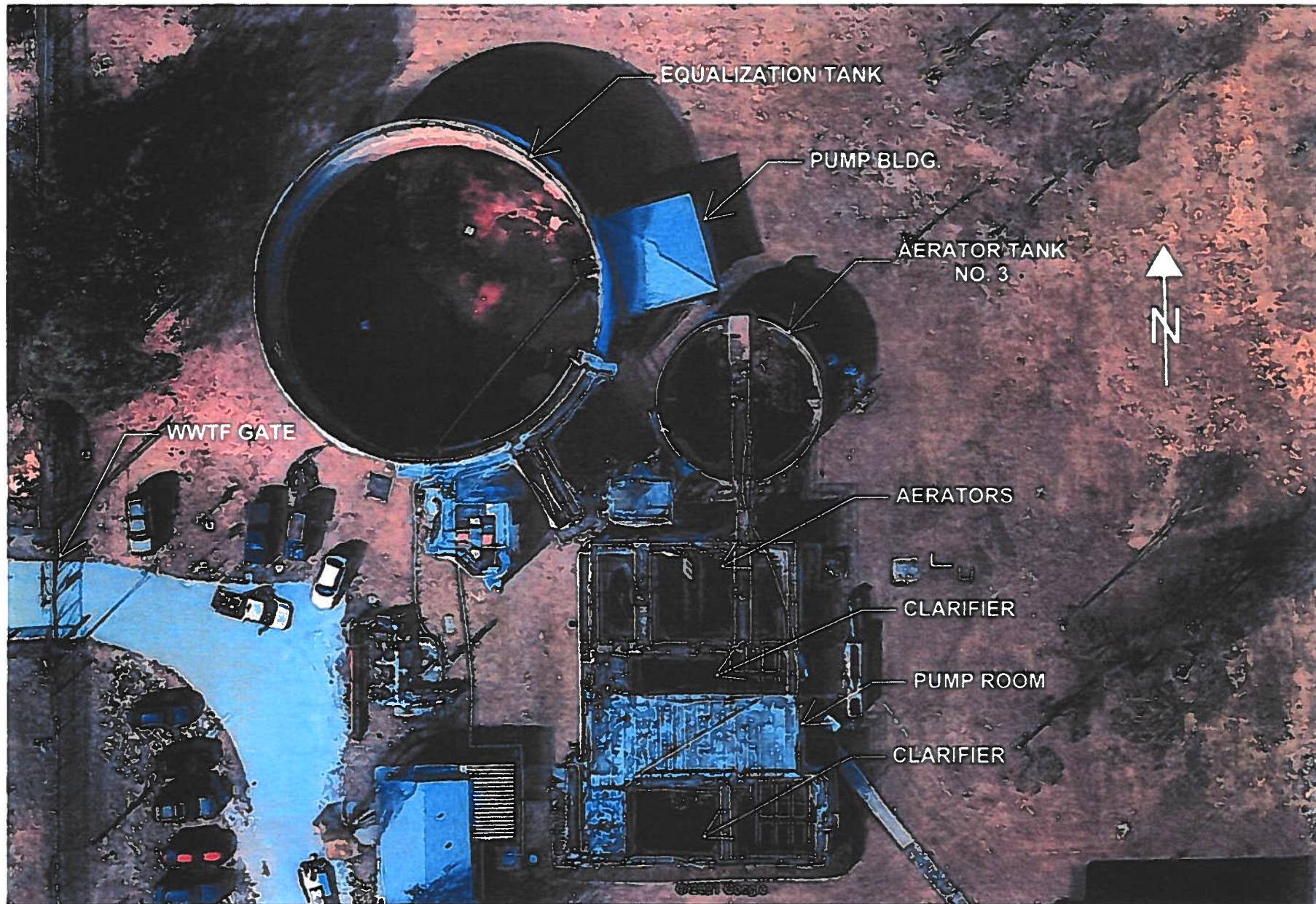
*P. Pymst*

Samples received:

*Jennifer Waters 6/21/01 9:21 AM*

Samples relinquished:

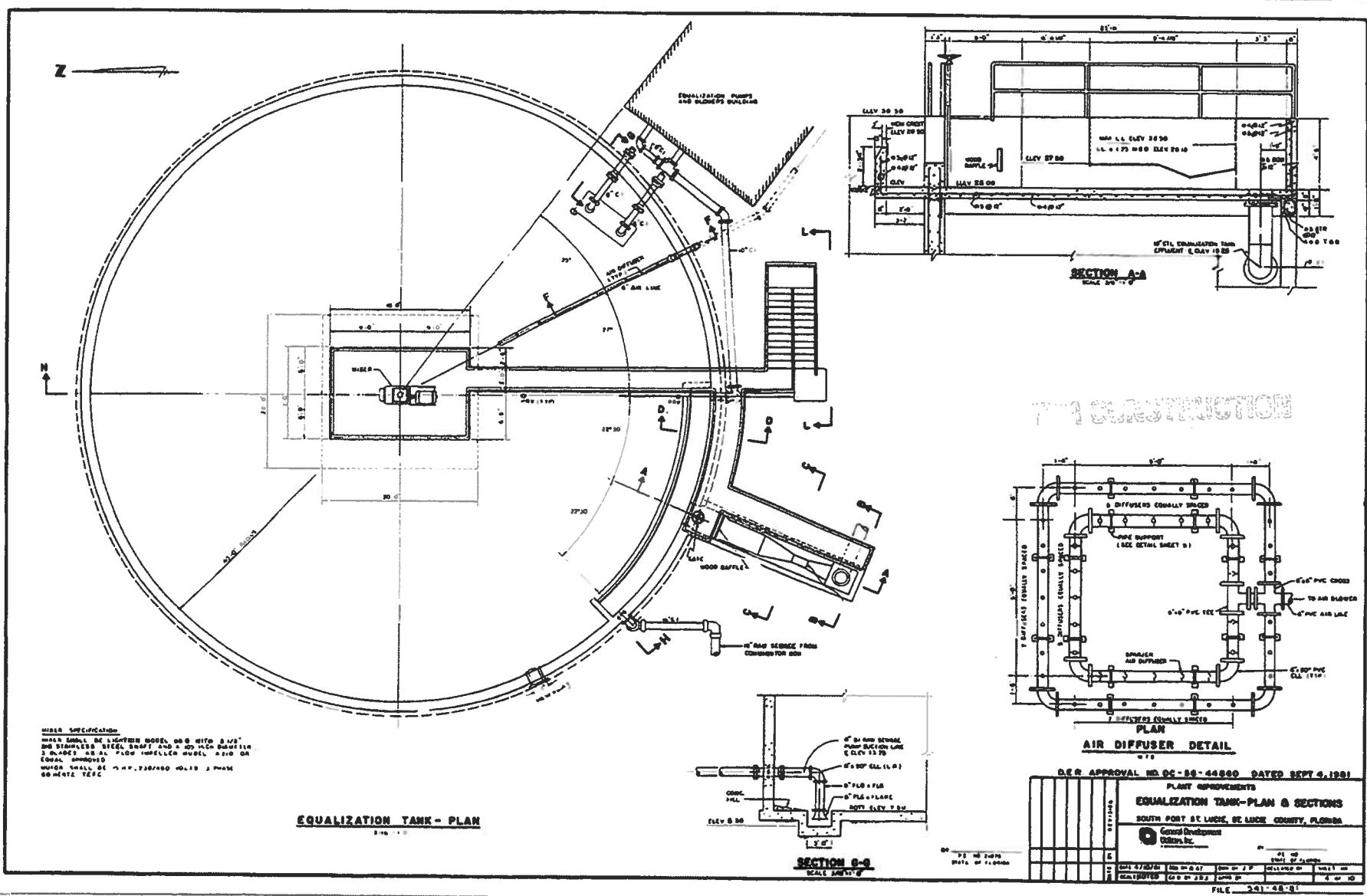
Samples received:

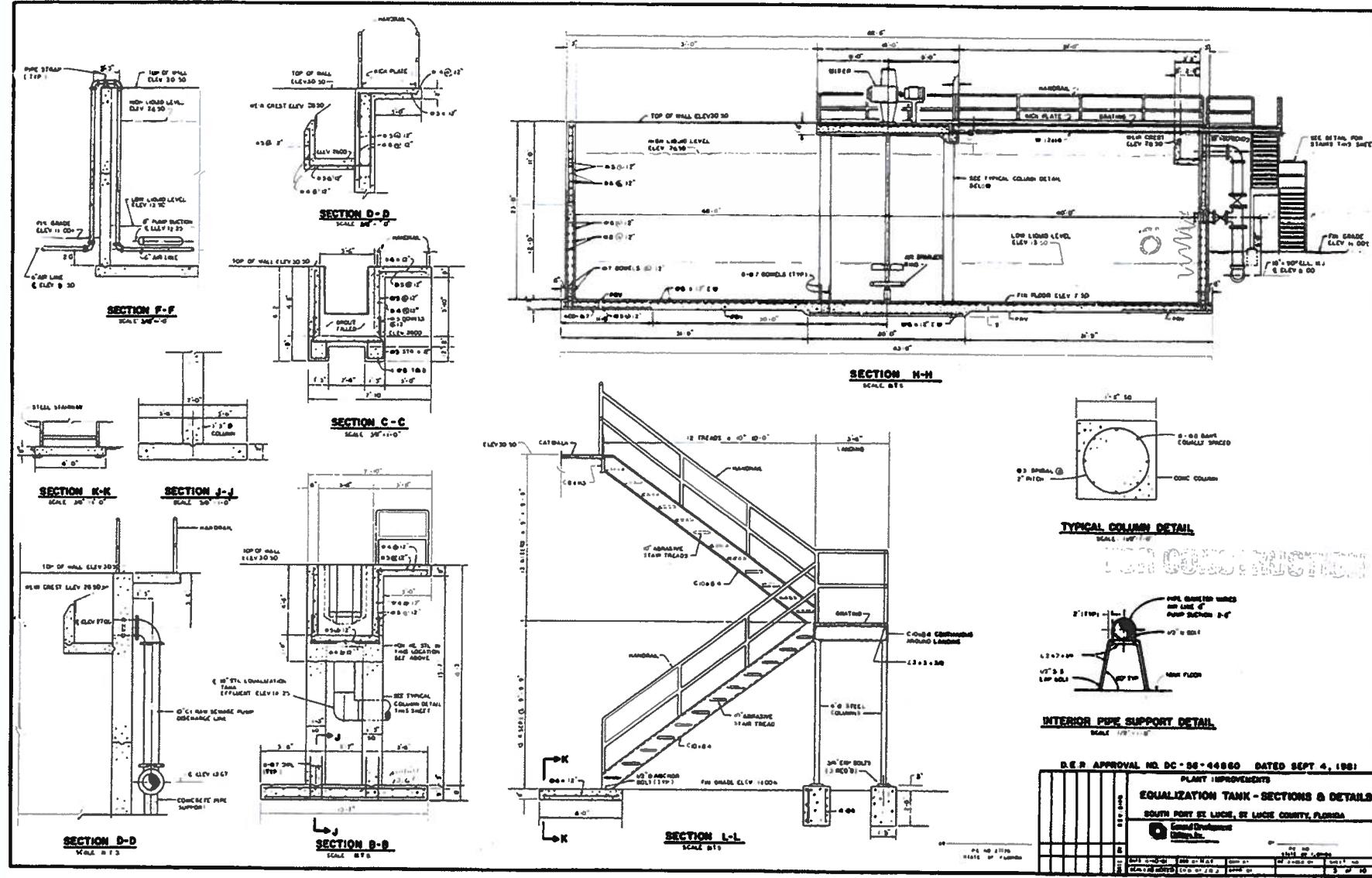


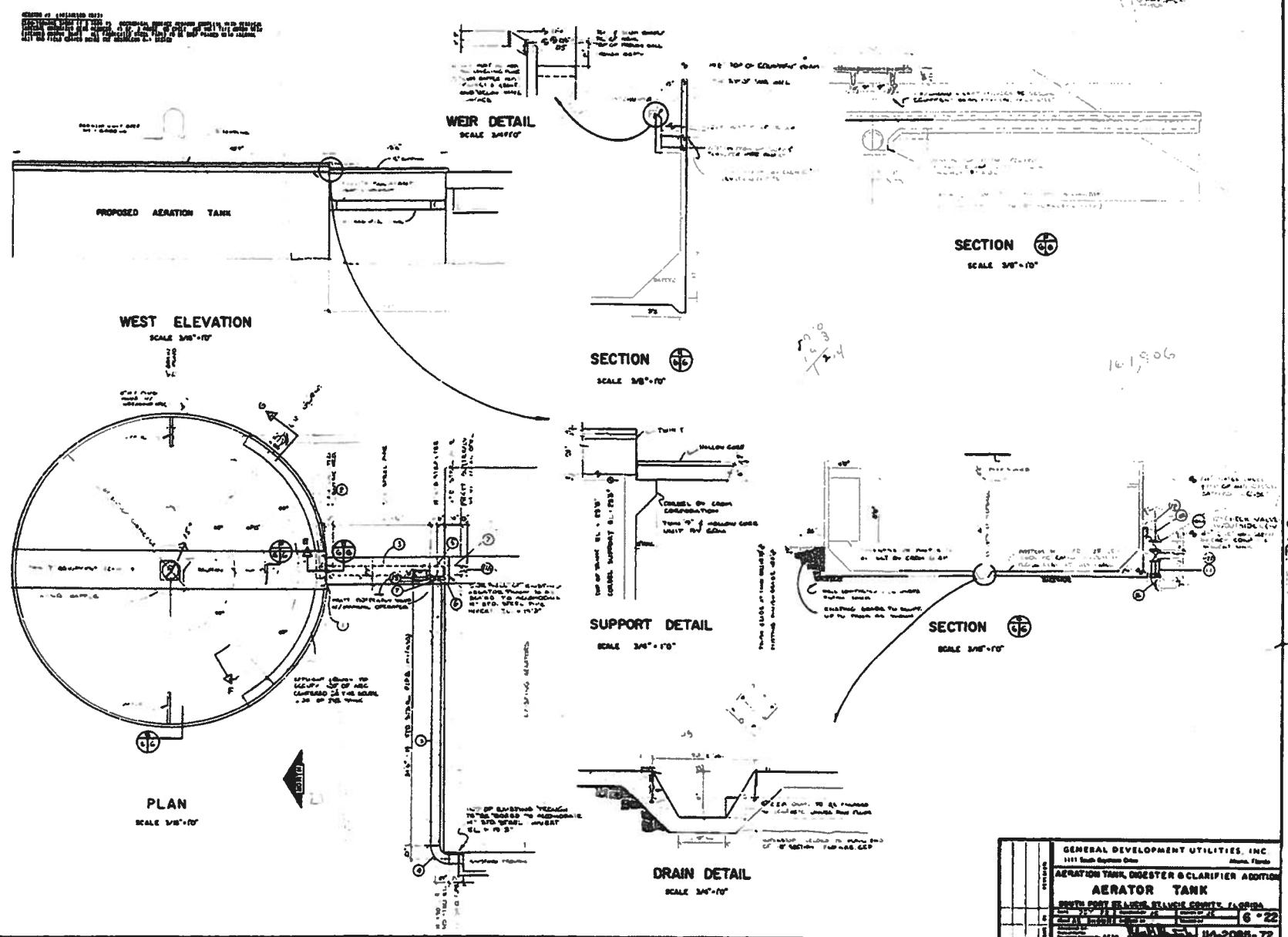
**SOUTHPORT WWTF DEMOLITION  
AERIAL PLAN**

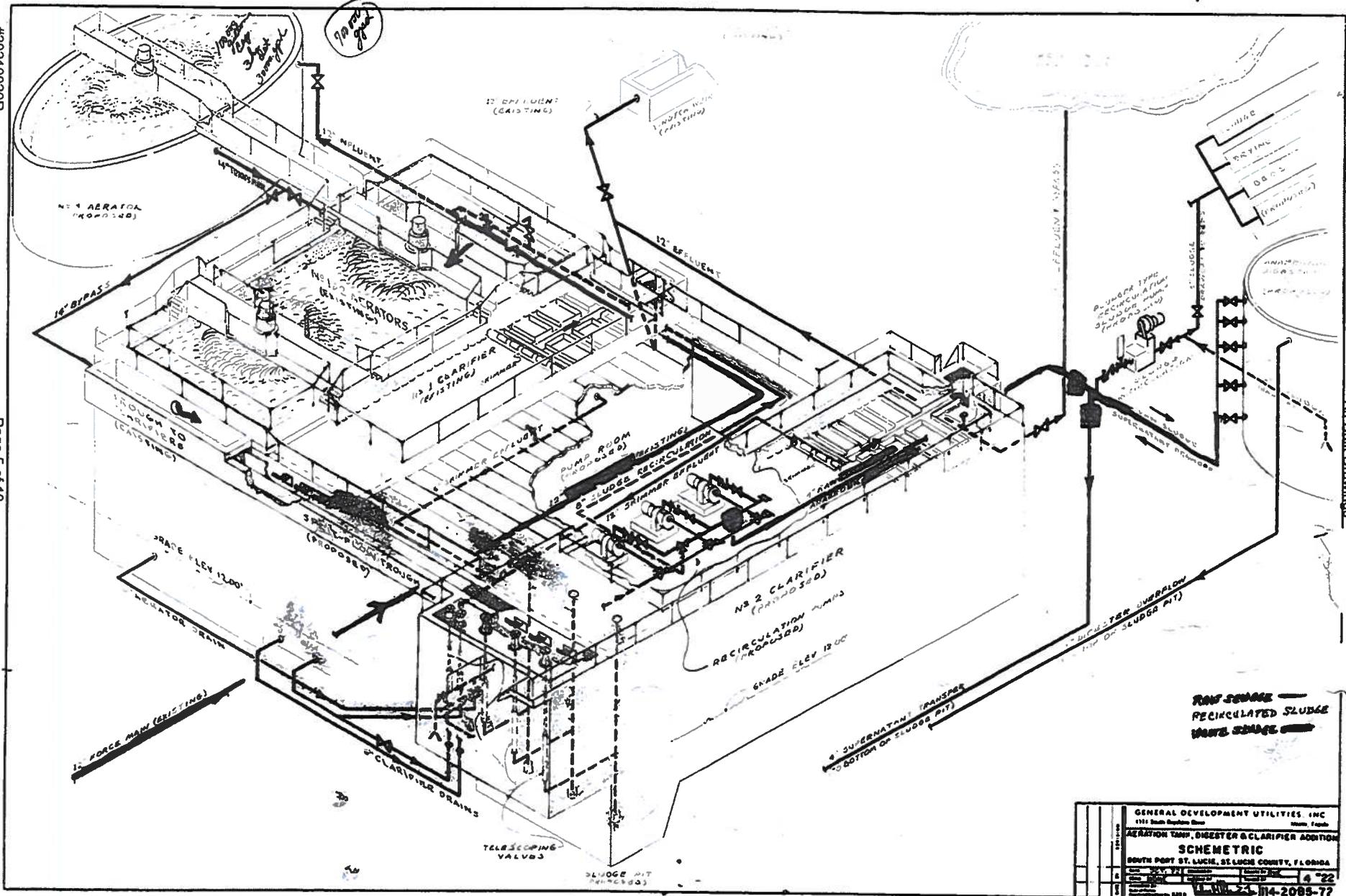
Southport WWTP Demolition Project  
#20210020R - Attachment D  
As-Built Drawings

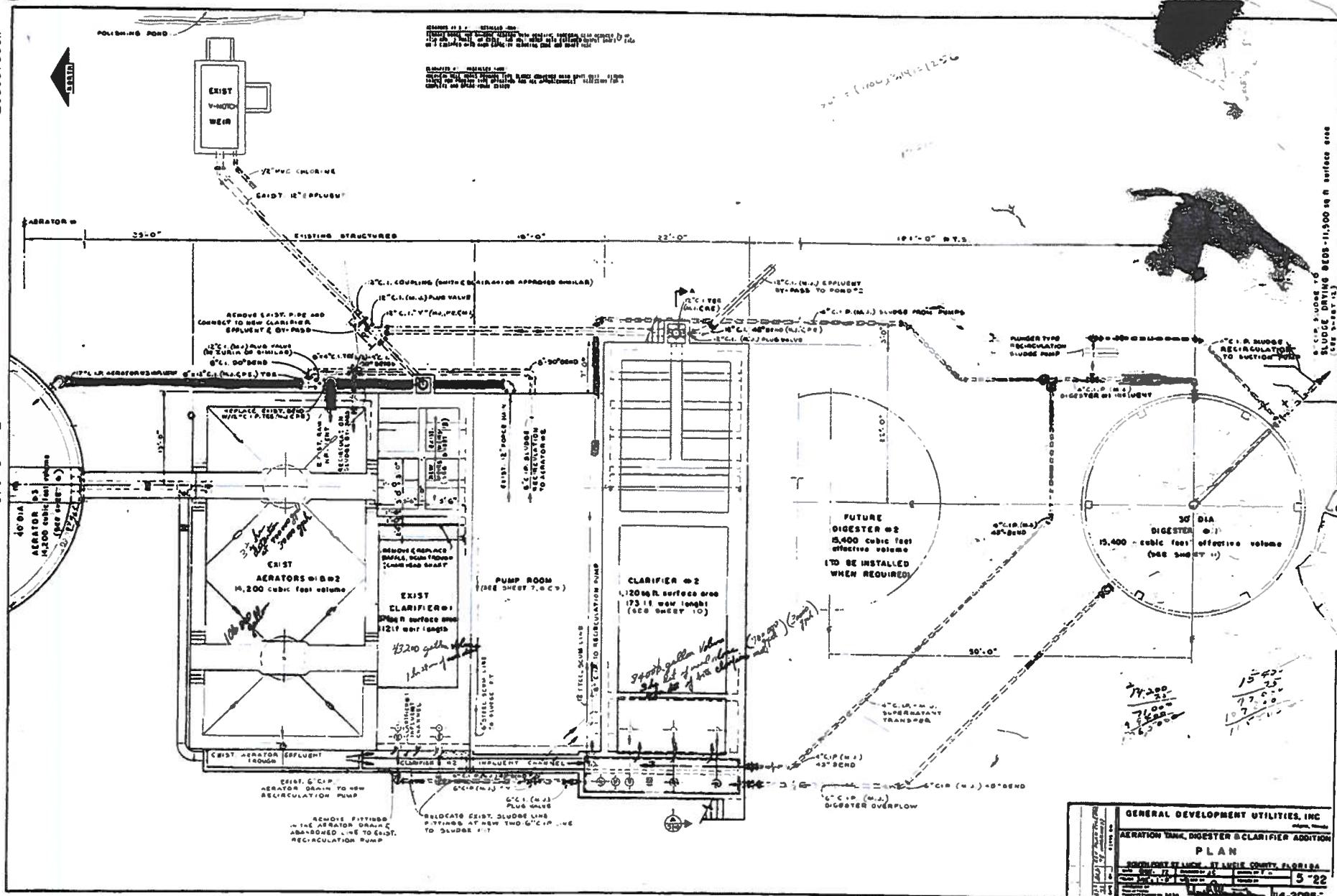
### As-Built Drawings





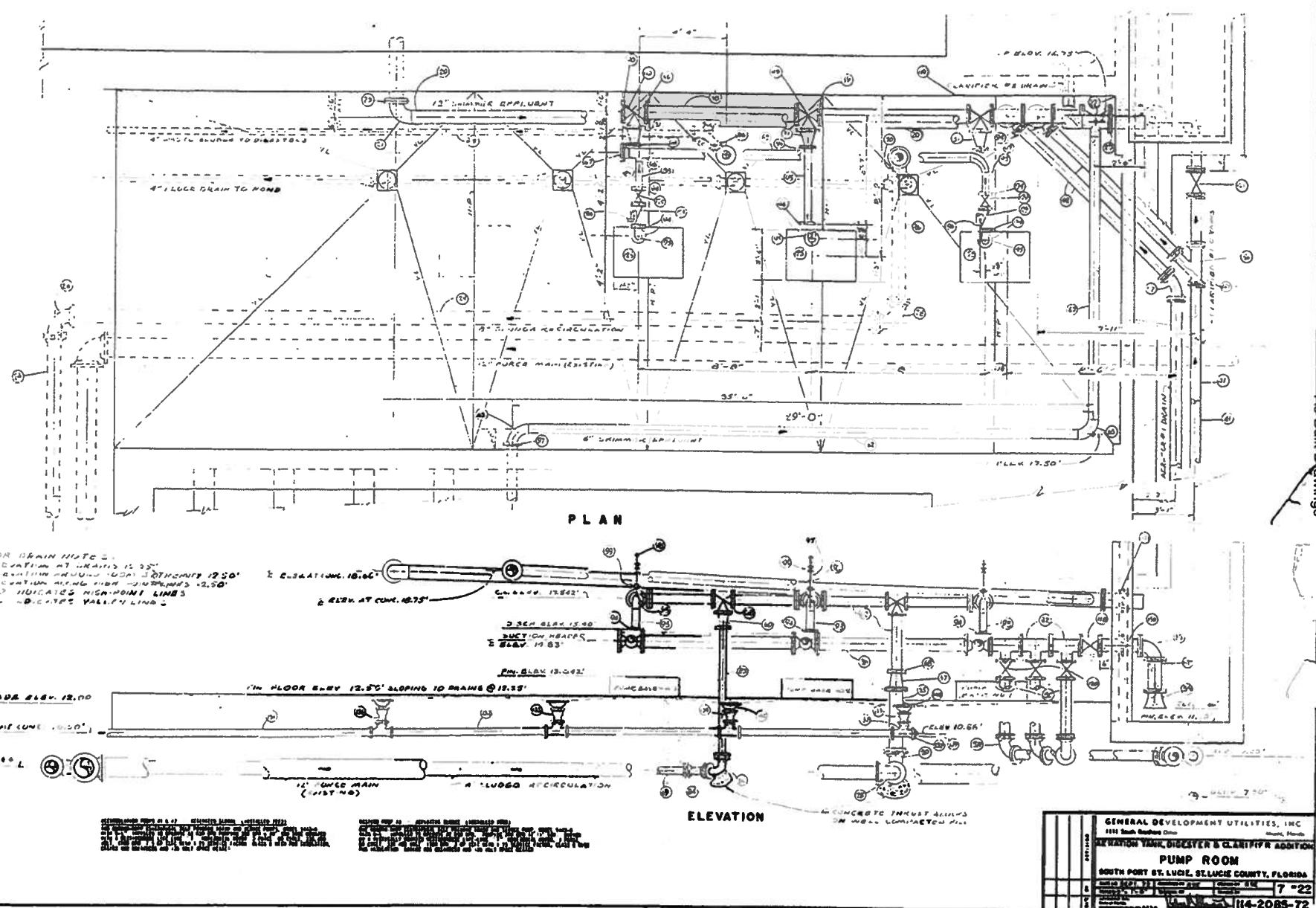


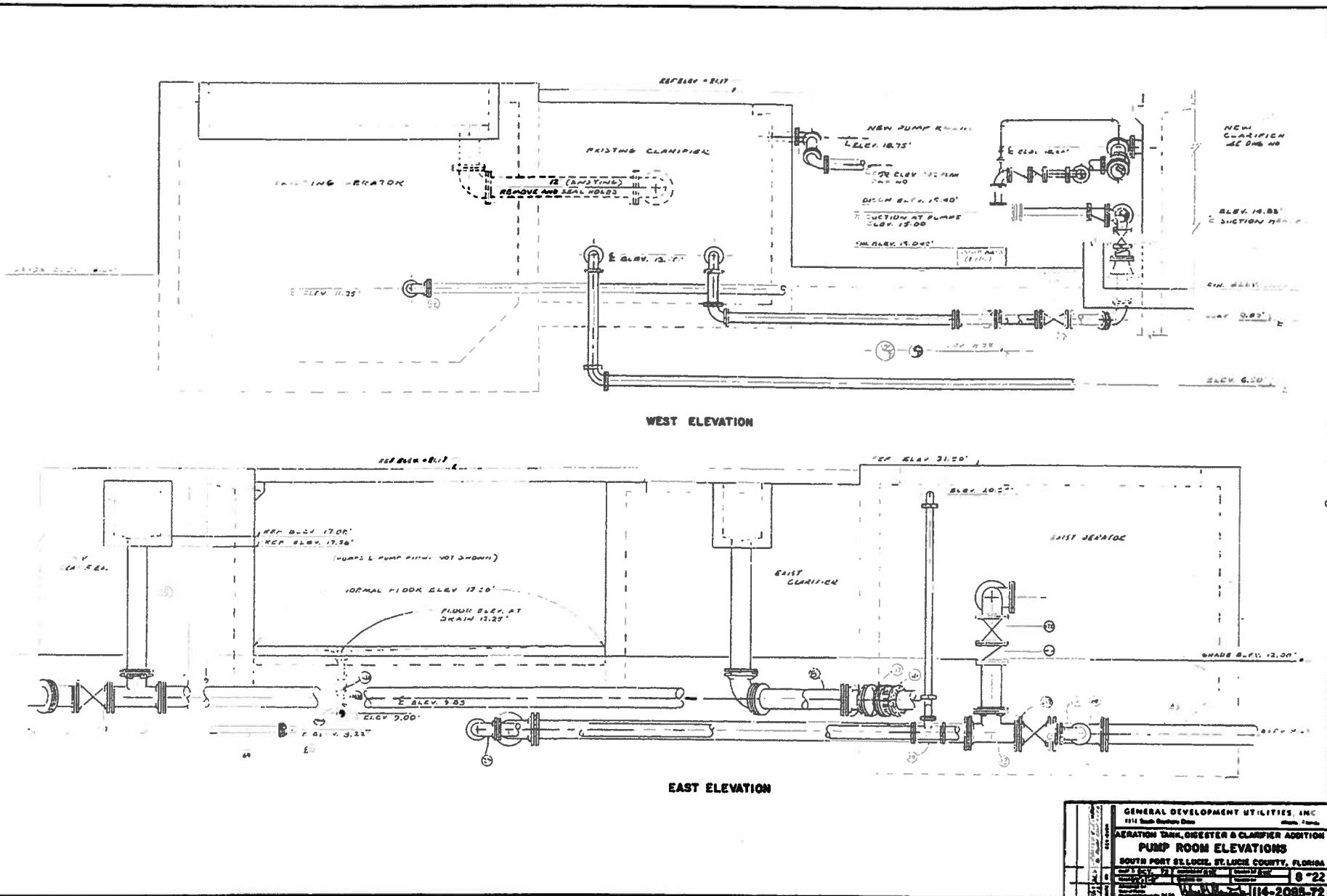


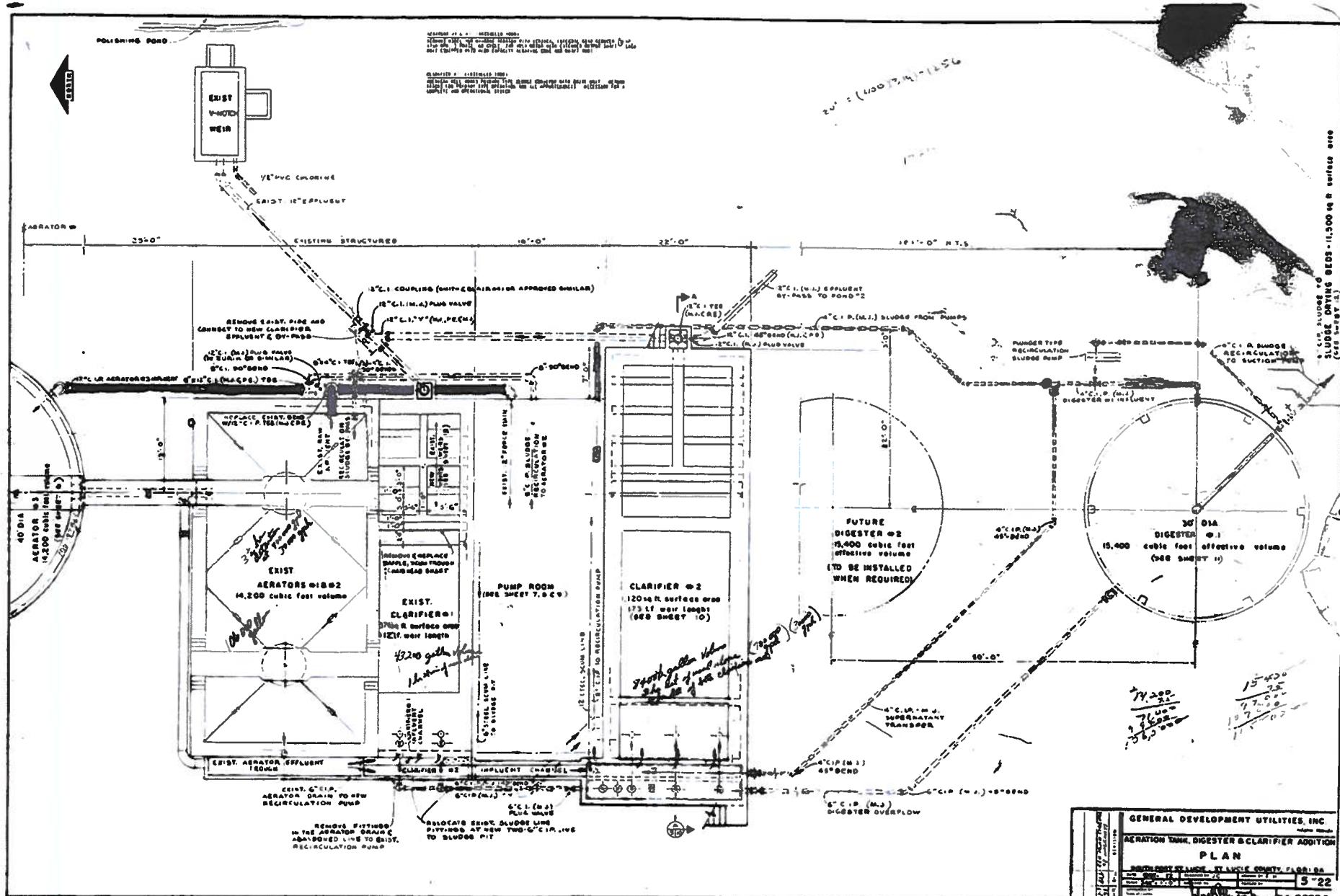


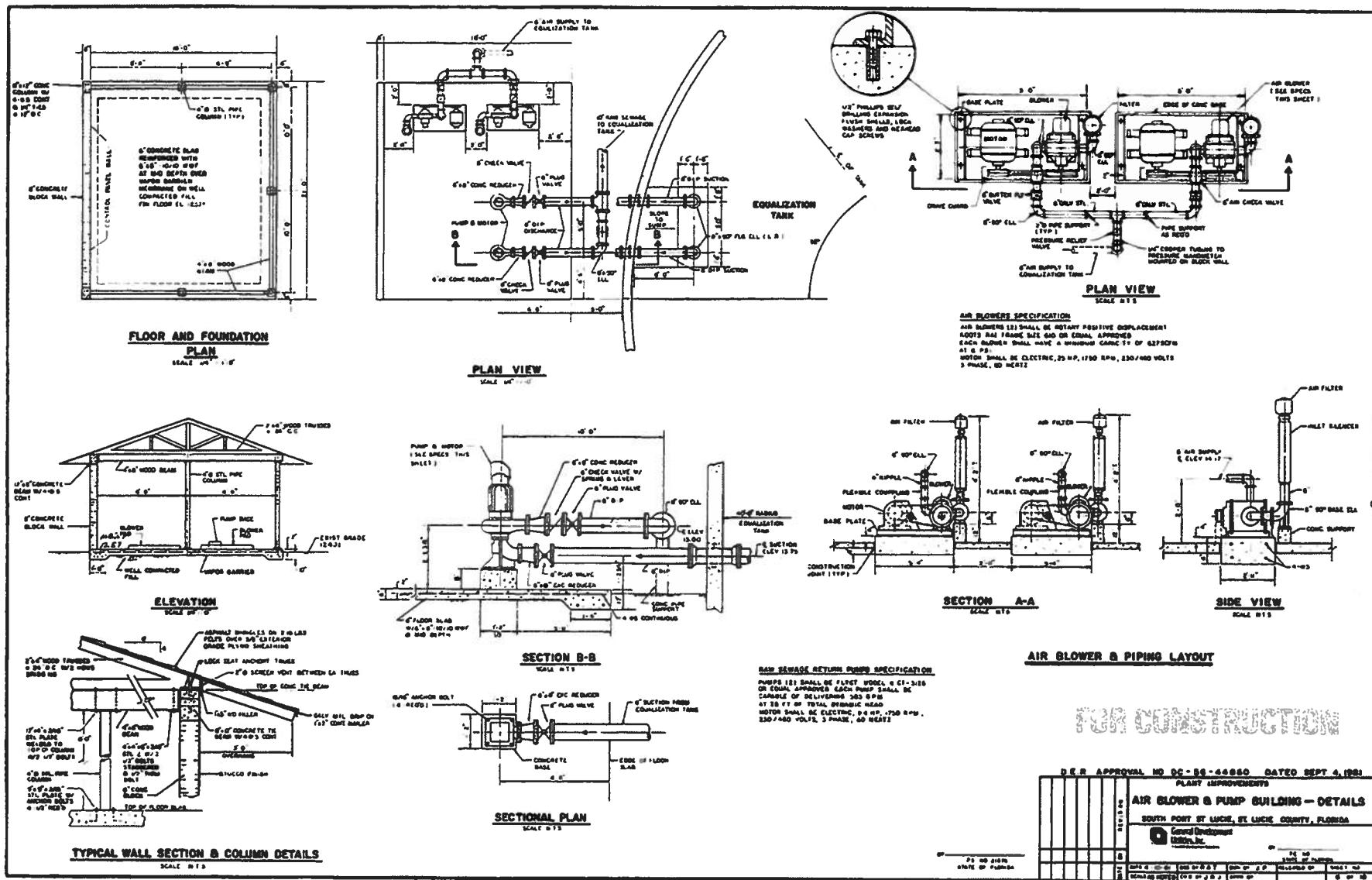
Southport WWTP Demolition Project  
#20210020R - Attachment D

As-Built Drawings









**E-BID #20210020R**  
**COST WORKSHEET**  
**SOUTHPORT WWTP DEMOLITION PROJECT**  
**COST WORKSHEET - SCHEDULE "A" - Attachment E**

Company \_\_\_\_\_

Line Item	Description	Unit	Quan.	Unit Price	Total Cost
	<b>Manhole &amp; Lift Station Surface Prep</b>				
1	The complete demolition and disposal of the City of Port St. Lucie Southport Wastewater Treatment Plant facilities in the areas shown including demolition and legal disposal of all mechanical equipment, electrical gear, lighting stands and fixtures, structures, architectural features, furnishings, pavement, piping, conduit and wires, capping of pipes, grout fill of pipes, substances above grade and below grade, as shown or implied on the drawing plans and meets the project intent.	LS	1		\$ -
2	Location of utilities for water, wastewater, reuse water, drainage, communication data sharing. Utility locates shall include horizontal and vertical locates by methods including but not necessarily limited to excavation and ground penetration radar. All locates shall include horizontal and vertical locations and marked appropriately to distinguish between utilities to stay and utilities to be demolished.	LS	1		\$ -
3	The restoration to grade of all areas disturbed by demolition activities including backfill with soil to meet existing grade, compaction to City of Port St. Lucie Tutility Systems Department Standards for utilities, surveying, course grading of the area and facilities as shown or implied on the drawing plans and meets the project intent.	LS	1		\$ -
4	Fill Dirt	CY	1,135		\$ -
5	Grass Seeding	SF	45,000		\$ -
6				<b>TOTAL</b>	<b>\$ 1,000.00</b>

Note: Unit Costs must be provided for ALL items.

	<u>Additional Information</u>			
7	Any tanks on site currently holding accumulated rainwater will be required to be emptied via pumping prior to demolition. The City has estimated that this work will not take more than 8 hours.	LS		\$1,000.00

Contractor Signature: \_\_\_\_\_

Contractor's Name: \_\_\_\_\_

Contractor's Phone Number: \_\_\_\_\_

Contractor's Email Address: \_\_\_\_\_



"A City for All Ages"

#### Attachment F

#### **NOTICE TO ALL PROPOSERS:**

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

All questions regarding this Solicitation are to be submitted in writing to Michelle Fentress, Procurement Agent / with the Procurement Management Department via e-mail [mfentress@cityofpsl.com](mailto:mfentress@cityofpsl.com), or by phone 772-871-5222. Please reference the Solicitation number on all correspondence to the City.

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

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

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

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

Typed Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Company and Job Title: \_\_\_\_\_

Date: \_\_\_\_\_

**These questions are Pass/Fail. To be considered responsive, responsible and eligible for award, you must answer all questions in this section.**

**DO NOT INCLUDE ANY COST INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.**

Question #	Questions per Proposal Factors/Categories	Response by Contractor. Some Answers may be Answered by a Yes or No; However, Some Questions May Require a Detailed Response	Upload Attachment s with Additional Information ?	Attachment File Name (Must Reference Page Number of Answer to Corresponding Question)
<b>Proposal Factors</b>				
1	Has the Company received a cure notice from a government entity in the past 3 years?			
2	Does the Company have a drug-free workplace program?			
3	Is the Company claiming Local Preference under City Ordinance 35.12?			
4	Does the Bidder accept the Purchasing Card (Visa)?			
5	Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?			
6	Does the Company have any lawsuits pending or completed within the past five (5) years involving the corporation, partnership or individuals with more than ten percent (10%) interest?			
7	Does the Company have any judgments from lawsuits in the last five (5) years?			
8	Does the Company have any criminal violations and/or convictions of the Proposer and/or any of its principals?			
9	List projects under direct supervision of the assigned Project Manager and/or Superintendent.			
10	List four (4) demolition projects similar to this bid completed by your firm in the last 5 years along with a brief description of project, location of project, client name, client phone number, email, value of contract, your firm's percentage of the total contract value, as well as the number of change orders and the total change order value. List similar water and wastewater facility projects first. <b>DO NOT USE the City of Port St Lucie as a reference.</b>			
11	Provide a project management plan.			
12	Provide a project schedule.			
13	List the number of personnel that will be assigned to the project and include job titles and their licenses or certifications.			
14	Provide a copy of the current certificate of insurance held by the firm.			
15	Provide a W-9			

Type Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Company and Job Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Date: \_\_\_\_\_

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

This Southport Wastewater Treatment Plant Demolition contract, executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City", and \_\_\_\_\_, hereinafter called "Contractor" or "Proposer".

**SECTION I**  
**RECITALS**

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

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

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

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

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

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

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

**SECTION II**  
**NOTICES**

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

Contractor: **TBD**

City Contract Administrator: **Michelle Fentress**  
Procurement Agent I - Procurement Management Department  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984-5099  
772-871-5222 / FAX 772-871-7337  
E-mail: [mfentress@cityofpsl.com](mailto:mfentress@cityofpsl.com)

City Project Manager: John Eason, P.E., Project Manager  
Utility Systems Department  
City of Port St. Lucie  
900 S.W. Ogden Lane  
Port St. Lucie, FL 32983  
Telephone 772-873-6485  
Email: [jeason@cityofpsl.com](mailto:jeason@cityofpsl.com)

### SECTION III **DESCRIPTION OF SERVICES TO BE PROVIDED**

The specific work that the Contractor has agreed to perform pursuant to the Technical Specifications #20210020R, **Southport Wastewater Treatment Plant Demolition** including all Attachments, all Addenda, Construction Plans, and all other restrictions and requirements are incorporated by this reference.

**Scope of Work:** The project is to demolish old Southport Wastewater Treatment Plant package plant, equalization basin, and equalization pump house located at 1615 S.E. Sunshine Avenue. The work for this project includes, but not limited to demolition of the existing Southport Wastewater Treatment Plant and includes complete removal and legal disposal of all debris. Work includes demolition of concrete structures, mechanical equipment, electrical gear, lighting stands and fixtures, pavement, piping, conduit and wires above grade and below grade facilities shown or implied, including site restoration. Site restoration includes backfill, compaction, coarse grading and sodding of all areas disturbed by demolition activities. Backfill and grading shall meet existing grade.

**Hours of Service** - The standard hours of work allowed in the City of Port St. Lucie's right-of-way are from 8:00 a.m. to sundown Monday through Friday. Any work performed by the Contractor outside of the aforementioned time limit requires special authorization by the City and requires that the Contractor obtain a noise permit from the City Police Department. All equipment operated at night shall comply with the noise levels established by the City of Port St. Lucie noise ordinance. Any additional costs associated with work outside of the hours of work allowed shall be borne by the Contractor. This shall include, but not be limited to costs of inspection, testing, police assistance, and construction administration.

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

### SECTION IV **TIME OF PERFORMANCE**

Contract period shall commence \_\_\_\_\_ and terminate \_\_\_\_\_ (90 calendar days). In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered and accepted by the City.

Written requests shall be submitted to the Project Manager for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels he has no control. Requests for time extensions shall be submitted immediately but in no event more than two (2) weeks upon occurrence of conditions, which, in the opinion of the contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

## **SECTION V** **RENEWAL OPTION**

This section will not be utilized in this contract.

## **SECTION VI** **COMPENSATION**

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

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

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

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

Before issuance of final payment, the Contractor shall submit evidence that all payrolls, material bills and other indebtedness connected with the work have been satisfied and paid in full. Final Release of Liens from all contractors, subcontractors, suppliers for materials and sub-sub-contractors are to be attached to the final invoice.

Invoices for services shall be submitted once a month, by the tenth (10th) day of each month, and payments shall be made in thirty (30) days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made in thirty (30) calendar days of receipt of Contractor's valid invoice, provided that the invoice is accompanied by adequate supporting

documentation, including any necessary partial release of liens, and is approved by the Project Manager as required under Section XVI of the Contract.

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

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

All invoices are to be sent to: [APNOTIFICATIONS@CITYOPPSL.COM](mailto:APNOTIFICATIONS@CITYOPPSL.COM).

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

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

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

## **SECTION VII** **WORK CHANGES**

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. Any and all changes must be authorized by a written change order signed by the City's Purchasing Agent or his designee as representing the City. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties before starting the work involved in the change. 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 PROPOSAL**

It is understood that the materials and/or work required herein are in accordance with the proposal made by the Contractor pursuant to the Solicitation and Specifications on file in the Procurement Management

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

## **SECTION IX** **INDEMNIFICATION/HOLD HARMLESS**

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

## **SECTION X** **SOVEREIGN IMMUNITY**

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

## **SECTION XI** **INSURANCE**

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

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its

sovereign immunity pursuant to Section 768.28, Florida Statutes, under its self insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

1. Workers' Compensation Insurance & Employer's Liability: The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.
2. Commercial General Liability Insurance: The Contractor shall agree to maintain Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

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

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

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy 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 #20210020R– Southport Wastewater Treatment Plant Demolition Project** be listed as

**additionally insured.”** The Policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance.

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

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

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, 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 not obligation, to review, modify, reject, or accept any required policies of insurance including limits, coverages or endorsements,

herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A:VII or better.

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

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

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

## **SECTION XII** **ACTS OF GOD**

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

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

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

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

## **SECTION XIV** **COMPLIANCE WITH LAWS**

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

### **RECORDS**

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

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

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

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

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

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

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

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

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

**SECTION XV  
CLEANING UP**

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

**SECTION XVI  
INSPECTION AND CORRECTION OF DEFECTS**

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section 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 if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions

specified by the Project Manager. Upon failure of the contractor to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five (5) days written notice to the Contractor, the City may, without prejudice to any other remedy he may have, correct such deficiencies. The Contractor shall be charged all costs incurred to correct deficiencies. Such examination, inspection, or tests made by the Project Manager, at any time, shall not relieve Contractor of his responsibility to remedy any deviation, deficiency, or defect.

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

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

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

**Repair or Replacement** – Should any defect appear during the warranty period, the Contractor shall, at their own expense, have repaired or replaced such item upon receipt of written notice from the City of said defect. Said repair or replacement must be accomplished within fourteen (14) calendar days after receipt of notification from the City of the defect.

**Deductions** - In the event the City deems it expedient to perform work which has not been done by the Contractor(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 XVII SCRUTINIZED COMPANIES

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran petroleum Energy Sector List, or do any business with Cuba or Syria. Both lists are created pursuant to Section 215.473, Florida Statutes [https://www.sbafla.com/fsb/Portals/FSB/Content/GlobalGovernanceMandates/QuarterlyReports/GlobalGovernance\\_Mandates\\_and\\_Florida%20Statutes\\_2019\\_01\\_29.pdf?ver=2019-01-29-130006-790](https://www.sbafla.com/fsb/Portals/FSB/Content/GlobalGovernanceMandates/QuarterlyReports/GlobalGovernance_Mandates_and_Florida%20Statutes_2019_01_29.pdf?ver=2019-01-29-130006-790).

## 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Damages** – The Contractor shall be responsible for the charge and care of all work from damage by the elements or from any cause whatsoever until the City confirms in writing to the Contractor that said work is,

"substantially complete" and/or "accepted". The Contractor shall be responsible until said written notice is received to repair and make good at their expense any such damage.

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

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

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

City of Port St. Lucie vertical or horizontal datum shall also be protected. In case of damage or its 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** **ASSIGNMENT**

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

## **SECTION XX** **TERMINATION, DELAYS AND LIQUIDATED DAMAGES**

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

- I. The Contractor fails to deliver or has delivered nonconforming services or fails to perform, to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the contract, including, but without limitation, the express warranties made by the Contractor;
- II. The Contractor fails to make substantial and timely progress toward performance of the contract;

- III. In the event the Contractor is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the contract effective as of the date on which the license or certification is no longer in effect;
- IV. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the City reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- V. The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the contract;
- VI. The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion;
- VII. The Contractor furnished any statement, representation or certification in connection with the contract, which is materially false, deceptive, incorrect or incomplete.

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

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

**Termination for Convenience.** The City, in its sole discretion, may terminate this contract at any time without cause, by providing at least sixty (60) days' prior written notice to Contractor. Any such termination shall be accomplished by delivery in writing of a notice to Contractor. Following termination without cause, the Contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, for services provided under the contract to the City up to the time of termination, pursuant to Florida law.

**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.

## SECTION XXI **LAW, VENUE AND WAIVER OF JURY TRIAL**

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

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

**SECTION XXII**  
**APPROPRIATION APPROVAL**

The Contractor acknowledges that the City of Port St Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, this Contract may be terminated by the City and that no charges, penalties or other costs shall be assessed.

**SECTION XXIII**  
**CONFLICT OF INTEREST**

The City hereby acknowledges that the Contractor may be performing professional services for private developers within the Treasure Coast area. Should a conflict of interest arise between providing services to the City and/or other clients, the Contractor shall terminate its relationship with the other client to resolve the conflict of interest. The City Manager shall determine whether a conflict of interest exists. At the time of each Project Proposal the Contractor shall disclose all of its Treasure Coast clients and related Scope of Work.

**SECTION XXIV**  
**PROHIBITION AGAINST CONTINGENT FEES**

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

**SECTION XXV**  
**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 XXVI**  
**CODE OF ETHICS**

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

**SECTION XXVII**  
**POLICY OF NON-DISCRIMINATION**

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

**SECTION XXVIII**  
**SEVERABILITY**

The Parties to this Contract expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Contract is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Contract) and the remainder of this Contract, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Contract to be inequitable under the circumstances.

**SECTION XXIX**  
**ENTIRE AGREEMENT**

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

*(Balance of page left intentionally blank)*

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

## CITY OF PORT ST. LUCIE FLORIDA

**CONTRACTOR**

**NOTARIZATION AS TO AUTHORIZED REPRESENTATIVE'S EXECUTION**

STATE OF FLORIDA )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

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

**Signature of Notary Public**

NOTARY SEAL/STAMP

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



"A City for All Ages"

### E-Verify Form - Attachment I

**Supplier/Consultant acknowledges and agrees to the following:**

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

**E-Verify Company Identification Number** \_\_\_\_\_

**Date of Authorization** \_\_\_\_\_

**Name of Contractor** \_\_\_\_\_

**Name of Project** \_\_\_\_\_

**Solicitation Number  
(If Applicable)** \_\_\_\_\_

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

Executed on \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

---

Signature of Authorized Officer

---

Printed Name and Title of Authorized Officer or Agent

**SUBSCRIBED AND SWORN BEFORE ME**

ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



## **NON-COLLUSION AFFIDAVIT**

Attachment J

**Solicitation #20210020R Southport  
WWTP Demolition Project**

State of \_\_\_\_\_ }

County of \_\_\_\_\_ }

, being first duly sworn, disposes and says that:

(Name/s)

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

has submitted the attached PROPOSAL;

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

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

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

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

(Signed) \_\_\_\_\_

(Title) \_\_\_\_\_



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

The foregoing instrument was acknowledged before me this (Date) \_\_\_\_\_

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

Commission No. \_\_\_\_\_

Notary Print: \_\_\_\_\_

Notary Signature: \_\_\_\_\_



**DRUG-FREE WORKPLACE FORM**  
**Attachment K**  
**e-BID #20210020R**  
**Southport WWTP Demolition Project**

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

\_\_\_\_\_ does:

(Name of Business)

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

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

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date



*"A City for All Ages"*

**DRUG-FREE WORKPLACE FORM**

**Attachment K**

**e-BID #20210020R**

**Southport WWTP Demolition Project**

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

does:

(Name of Business)

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

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

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date

**CITY OF PORT ST. LUCIE, FLORIDA**  
**SEALED BID NO. 20210020R - Attachment L**  
**PROJECT TITLE: Southport WWTP Demolition Project**

## **TRENCH SAFETY ACT COMPLIANCE STATEMENT**

Project Location: 1615 SE Sunshine Avenue, Port St. Lucie, Florida 34952

### Instructions:

Chapter 90-96 of the Laws of Florida requires all Contractors' engaged by The City of Port St. Lucie, Florida to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective Contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

## Certification

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:

\_\_\_\_\_ Dollars (Written) (Figures)

3. The amount listed above has been included within the Base Bid.

**Certified:** \_\_\_\_\_

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**(Company-Contractor)**

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By: \_\_\_\_\_  
(President's Signature)  
(President's Typed or Printed Name)

Sworn to and subscribed before me in \_\_\_\_\_ County, Florida on the  
day of \_\_\_\_\_, 20 \_\_\_\_.

---

**NOTARY PUBLIC**



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## eBID #20210020R – ATTACHMENT M CONTRACTOR'S CODE OF ETHICS

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

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

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

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

Name of Organization/Proposer \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Date \_\_\_\_\_

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