



"A City for All Ages"

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

**Event Name: Citywide Stormwater & Rights-Of-Way Preventive Maintenance and Repair Projects
eBid (Event) Number: 20240060**

1. Introduction

1.1. Purpose of Procurement

Pursuant to the [City of Port St. Lucie Code of Ordinances, Section 35.05](#), this electronic ("eBid") is being issued to establish a Contract with one or more qualified Contractors who will provide Citywide Stormwater & Rights of Way Preventative Maintenance and Repair Projects 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. 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.

1.3. eBid Scope of Requested Commodities

It is the intent of the City to enter into a unit price contract with one (1) qualified primary Contractor and one (1) secondary Contractor to perform culvert replacements and preventative maintenance to various City infrastructure facilities on an as needed basis as appropriated in each fiscal year's budget.

The Contractors shall provide all the labor, supervision, equipment, machinery, tools, materials, permits, transportation, utilities, and other incidentals required to complete the work in accordance with the Contract Documents. The secondary Contractor will be used only if the primary Contractor cannot respond within fourteen (14) calendar days after receipt of order (ARO). The Contractor shall perform miscellaneous culvert and sidewalk replacements throughout the City as determined by the City and as depicted in the specifications and construction plans. The typical culvert and sidewalk replacement projects may consist of, but are not limited to, eight (8) large culvert crossings, seven (7) side-lot pipes, five (5) small culvert crossings and miscellaneous sidewalk replacements City-wide per fiscal year. The City of Port St. Lucie is looking for an underground utility firm to make repairs to the City's existing stormwater and rights of way infrastructure, corrugated metal pipe (CMP), re-enforced concrete pipe (RCP), high density polyethylene polypropylene pipe (HDPE) in the form of box, round, and elliptical culverts. Concrete repairs utilizing either flowable fill or concrete for brick pavers, stamped concrete, re-enforced concrete, sidewalks, sheet pile installation and caps, water control structure re-

enforcement, steel and vinyl sheet pile repair and replacements, and exploratory camera work. Excavation, backfill, post camera inspection as-builts and subgrade are to be included from zero (0) to twenty (20) feet.

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

Please note, services under this Contract may also be called upon and required after an emergency (e.g., hurricane). If the City receives funding, either state or federal, for work performed under this Contract, in whole or in part, Contractor agrees to comply with requirements of the funding entity, including, but not limited to, the requirements set forth in Contract Section XXXVIII – Federal Requirements.

1.4. 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 Procurement”) to provide the goods and/or services to the City as outlined in this eBid. 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 Procurement” and Section 6.5 – “Selection and Award,” for information concerning the number of contract awards expected.

1.5. 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 E-Bid	As Published on DemandStar	N/A
Bidders/Offerors’ Conference Location: City Hall Complex Bldg. A – Room 390 121 SW Port St. Lucie Blvd. Port St. Lucie, Florida 34984 Attendance is: Not Mandatory but highly encouraged.	April 11, 2024	10:00 a.m. ET
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.5.	April 15, 2024	5:00 p.m. ET
Responses to Written Questions	April 22, 2024	5:00 p.m. ET
Bids Due/Close Date and Time	May 2, 2024	3:00 p.m. ET
Finalize Contract Terms	2 to 3 Weeks after Closing	N/A
Notice of Intent to Award* [NOIA] (on or about)	3 Weeks after Closing to be Published by the City Clerk’s Office	N/A

Notice of Award [NOA] (on or about)	Date of Issued Purchase Order to Contractor	N/A
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The City reserves the right to proceed to award without further discussions after receipt of the initial proposals, in which case, evaluation committee reviews, negotiations and Proposal Revisions may not be required.

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

1.6. Official Issuing Officer (Procuring Agent)

Name: Keith Stewart, NIGP-CPP
Email: Kstewart@CITYOFPSL.COM

1.7. 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 buying, purchasing, renting, leasing or otherwise obtaining any supplies, services, professional services, construction, or any other item(s).

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.

1.8. Contract Term

The initial term of the Contract(s) is for three (3) years from the issuance of a Purchase Order. The City shall have two (2) year option(s) to renew, which options shall be exercisable at the sole discretion of the City. Renewal will be accomplished through the issuance of a Contract amendment from the City’s Procurement Management Division. In the event that the Contract(s), if any, resulting from the award of this eBid shall terminate or be likely to terminate prior to the making of an award for a new Contract for the identified products and/or services, the City may, with the written consent of the awarded Contractor(s), extend the Contract(s) for such period of time as may be necessary to permit the City’s continued supply of the identified products and/or services. The Contract(s) may be amended in writing from time to time by mutual consent of the parties. Unless this eBid states otherwise, the resulting award of the Contract(s) does not guarantee volume or a commitment of funds.

1.8.1 Hours of Service

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

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

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. Submitting Questions

All questions concerning this eBid must be submitted in writing via email to the Issuing Officer identified in Section 1.6 – "Official 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*

2.1.3. 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 1.5 – "Schedule of Events," of this eBid. Unless indicated otherwise, attendance is not mandatory; although Contractors are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the Contractor must attend the conference in its entirety to be considered eligible for Contract award. The Contractor is strongly encouraged to allow ample travel time to ensure arrival in the conference meeting room prior to the beginning of any mandatory conference. The City reserves the right to consider any representative arriving late to be "not in attendance." Therefore, all Contractors are strongly encouraged to arrive early to allow for unexpected travel contingencies.

2.1.4. 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 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 of the City, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, the City is unable to assure itself of the Contractor's ability to perform, if awarded, the City has the option of requesting from the Contractor any information deemed necessary to determine the Contractor's responsibility. If such information is required, the Contractor will be so notified and will be permitted approximately seven (7) business days to submit the information requested.

2.1.5. 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.

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

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

2.1.7. 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, it 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 it, or an error or ambiguity that reasonably should have been known to it, it 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 6.8 – "Public Award Announcement," 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.**

2.1.8. Assigning of the Contract & Use of Subcontractors

Except as may be expressly agreed to in writing by the City, Contractor shall not assign, sell, transfer, or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title, or interest therein, to any person, firm, or corporation without the written consent of the City.

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

If apparent successful Bidder(s) declines to make any such substitution, the City may award the Contract to the next acceptable Bidder(s) that proposes to use acceptable subcontractors, suppliers, and other persons and organizations. Declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder(s). Any subcontractor, supplier, other person, or organization listed and to whom the City does not make

written objection prior to the giving of the Notice of Award will be deemed acceptable to City subject to revocation of such acceptance after the effective date of the contract.

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 the 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.

2.1.9. Proposal of Additional 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.

2.1.10. Protest Process

Proposers should familiarize themselves with the procedures set forth in [City Code of Ordinances, Section 35.15](#). By submitting a response to this eBid, the Contractor certifies that he is on notice of Section 35.15, understands the procedures set forth therein, and acknowledges he is bound by the protest process therein.

2.1.11. 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.

2.1.12. 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, 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 NOT to 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, Florida Statutes](#) for all updates before requesting exceptions from 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 1.5 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, 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 – "Submittal Instructions," 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 Sourcing Event, including all documents available as attachments or available through links. Any difficulty accessing the Sourcing Event or opening provided links or documents should be reported immediately to the Issuing Officer (See Section 1.6). 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 formats: Microsoft Office 2007 and portable document format file (PDF). Unless the eBid specifically requests the use of another type of software or file format than those listed above, please contact the Issuing Officer prior to utilizing another type of software and/or file format. In the event that the City is unable to open an electronic file because the City does not have ready access to the software utilized by the Contractor, the Contractor’s response will be considered incomplete and disqualified from further consideration.

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

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

1. **BID SUBMISSION.** All bids shall be submitted by completing and returning all required documents. All submittals are required to be electronic and be contained in **two (2) files TOTAL.** No hard copies will be accepted.
 - Upload the Excel Bid Reply Sheet- Schedule A and Schedule B in **Excel Format only.** (Save as File #1).
 - Upload in **one** file and in the following order: Contractor’s General Information Worksheet, Cone of Silence and Communication Document, Contractor’s Code of Ethics, E-Verify Form, Non-Collusion Affidavit, Drug Free Workplace Form, Trench Safety, copy of Bid Bond, W-9, copy of Certificate of Insurance, and any license or certifications required for project. (Save as File #2).
 - Upload and submit a copy of your license(s) for this type of work; or in compliance with Chapter 489, Florida Statutes, a copy of the certificate issued by the State of Florida authorizing the Bidder(s) to transact business within the state.

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

3. General Insurance, Bonding, and Permit Requirements

This section contains general business requirements. By submitting a response, the Contractor is certifying its agreement to comply with all 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. 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 the contract. To that extent, Contractor shall pay any and all such claims and losses and shall pay any and 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 agreement 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 the contract.

3.2. 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 and 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 and/or any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy or otherwise protect the interests of the City of Port St. Lucie as specified in the 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(s) for benefits under Federal Workers' Compensation Statute (for 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 Automobile policies. The name for the Additional Insured endorsement issued by the insurer shall read: **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be included as additional insured and shall include Contract #20240060 - Citywide Stormwater & Rights of Way Preventative Maintenance and Repair Projects."** The Policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. 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. Business Automobile Liability Insurance: The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event the Contractor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary 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 is not obligated, to review and request a copy of the Contractor's most recent annual report or audited financial statement.

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

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

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

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.

3.3. Bonds and/or Letter of Credit

Bid Bond

Each responding Contractor must supply a Bid Bond or Bid Deposit (certified check, cashier's check, bank money order, bank draft of any national or state bank), in a sum of not less than **5% of the total Contract amount** made payable to the City. As a **Mandatory Requirement**, the Bid Bond or Bid Deposit must be scanned and uploaded into [DemandStar](#) along with all other required documents, thus showing evidence that a Bid Bond or Bid Deposit was obtained. Responding Contractors must send the Original Bid Bond or Bid Deposit to the City within five (5) days after the eBid Due Date as reflected above in Section 1.5 – "Schedule of Events." The Responding Contractor's bid may 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:

Keith Stewart
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, FL 34984
Attn: Procurement Management Division

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.

3.3.1 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 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.

- 3.4 Payment and Performance bonds must remain in full force and effect for a minimum of one (1) year after the work has been completed and final acceptance of the work is issued by the City.

When a single project exceeds \$200,000.00, the City will require a recorded Payment and Performance Bond. The cost of the bonds shall be included in the unit prices. The City will not pay any additional fees for bonding.

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 authorize 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 for a minimum of one (1) year after the work has been completed and final acceptance of the work is issued by the City.

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

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.

3.5. Permits

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

4. eBid Bid Factors

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

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

4.1. Introduction

All the items described in this section are service levels and/or terms and conditions 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 **Contractor's General Information Worksheet** for inclusion with their bid response.

4.3. Mandatory Requirements

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

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

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

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

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

5. Cost/Pricing

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

5.1. General Pricing Rules

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

1. The submitted pricing must include all costs of performing pursuant to the resulting Contract; and
2. All quantities and/or estimates are for information or tabulation purposes only and;
3. No warranty or guarantee is expressed or implied on the volume of products and/or services that the City may require through the negotiated Contract period and;

4. Bids containing a minimum order/ship quantity or dollar value, unless otherwise called for in the eBid, will be treated as non-responsive and may not be considered for award; and
5. The Contractor is required to provide net prices. In the event there is discrepancy between a Contractor's unit price and extended price, the unit price shall govern;
6. In the event there is a discrepancy between (1) the Contractor's pricing as quoted on an uploaded, detailed cost sheet such as an Excel Worksheet (if any), and (2) the Contractor's pricing as quoted by the Contractor in one or more single line entries directly into the Sourcing Event screen, the former shall govern; and
7. The prices quoted and listed in the response shall be firm throughout the term of the resulting Contract, unless otherwise noted in the eBid or Contract; and
8. Unless otherwise specified in any terms and conditions attached to the eBid, all product deliveries will be F.O.B. destination and all shipping charges must be included in the quoted cost; and
9. Unless expressly permitted by the eBid, responses containing provisions for late or interest charges cannot be awarded a contract. Contractors must "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.

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 6.8 – "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 in accordance with Section 2 – "Instructions to Contractors."
2. Response is complete and contains all required documents.

6.2. Best Value Analysis:

The following criteria will be used to select the bid that will provide the best value to the City:

- Has sufficient financial resources to complete the order.
- Can meet quoted delivery considering all other business commitments. Has a satisfactory record of performance.
- Has adequate staffing to fulfill requirements.
- Has the necessary production, technical equipment, and facilities (or ability to readily obtain them).
- Has necessary organization experience, operational controls, and technical skills (or ability to readily obtain them).
- Is a manufacturer, supplier, authorized distributor, or vendor for the requirement.
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.
- Has bid within a competitive price range in relation to the needed goods, services, or construction.
- The skill and experience demonstrated by the bidder in performing contracts of a similar nature.
- The Bidder's past performance.
- Has met all requirements of the solicitation (delivery, quality, and price).
- Has met bounds of commonality. Absolute conformity is not required, just substantial or material compliance.
- Has met bid security requirements. Lack of security, where required, is a material nonconformity.
- City Code of Ordinances, Section 35.14, Local Preference in Purchasing or Contracting.

The element of price is but one of the criteria elements. When considering a proposal, the City will:

- Evaluate the pricing offered by the bidder; consider lifecycle costing, depreciation, and service contracts.
- Determine what proposal provides the best value to the City.

Value Added : The amount or dollar value of a service that the Bidder may be able to provide the city.

- Value added may be an actual amount given to the City as a signing bonus.
- Value added may be equipment or services given to the City. In this case, the value will be determined by the City for the goods or services, not the Bidder.

6.3. 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.

6.4. 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.

Award will be based on the Commonly Used Item List "Schedule A" from line #110 that represents the best value to the City. Schedule B will not be the basis for the award as these items are not commonly used. However, the City is requesting a unit price for these items that may be used.

6.5. Selection and Award

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

arrangement and further agrees that the City may, at any time, secure similar or identical services, or award more than one Contract under this solicitation, at its sole option.

Primary/Secondary Award

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 – “Evaluating Bid Factors”) to provide all the needed goods and/or services; however, the City reserves the right to make an additional Contract award to the next best ranked Contractor as a secondary (back-up) source of supply.

6.6. Local Preference in Purchasing or Contracting ([See City Code of Ordinances, Section 35.14](#))

Except where otherwise provided by federal or state law, 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 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.

* Please review [City Code of Ordinances, Section 35.14](#), for the full governing ordinance

6.7. Site Visits, Samples, and Oral Presentations

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

6.8. Public Award Announcement

The preliminary results of the evaluation will be announced through the public posting of a Notice of Intent to Award (“NOIA”) on the Electronic Bidding System. The 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 35.15, and final approval by the City Council at a publicly noticed meeting. The NOIA (if any) will identify the apparent successful Contractor(s) and unsuccessful Contractor(s). **NO CONTRACTOR SHOULD ASSUME PERSONAL NOTICE OF THE NOIA WILL BE PROVIDED BY THE CITY. INSTEAD, ALL CONTRACTORS SHOULD FREQUENTLY CHECK THE ELECTRONIC BIDDING SYSTEM FOR NOTICE OF THE NOIA.**

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 can be downloaded from [DemandStar and found in Attachment B – Sample Contract, to this eBid](#). 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](#) and attached Sample Contract 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 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 thereto), 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 the Contract and shall be given no weight or consideration.

8. Payment

To ensure proper payment, the awarded Contractor must comply with the following:

1. The City shall have not less than thirty (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 forty-eight (48) hours.
7. The payment amount due on invoices shall not be altered by 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 make payments only on authorized transactions.
10. All invoices must be sent to: The Project Manager

9. List of eBid Attachments

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

- ❖ PSL eBid (this document)

Attachments:

- A. Excel Bid Reply- Schedule A and Schedule B from Section 5 of this eBid- Must be uploaded to DemandStar (Mandatory Document) as **File #1**.
- B. Excel Bid Reply- Schedule A and Schedule B from Section 5 of this eBid- Must be uploaded to DemandStar (Mandatory Document) as **File #1**.
- C. Sample Contract (Attached)
- D. Other Mandatory Documents- Must be uploaded to DemandStar as **File #2**:
 - Contractor's General Information Worksheet/Questionnaire
 - Cone of Silence
 - Contractor's Code of Ethics
 - E-Verify Form
 - Non-Collusion Affidavit
 - Drug Free Workplace Form
 - Trench Safety (Based upon each ebid)
- E. Typical Drawings, Sheet Pile Detail & Sheet Pile Coating Specs

****Any documents indicated in Section 4.3 – “Mandatory Requirements,” 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.**

E-Bid #20240060
E-Bid Reply Excel Spreadsheet
Citywide Stormwater & Rights of Way Preventative Maintenance and
Repair Projects
Schedule "A" - Commonly Used Item List

Company Name: _____

Installation Items - Drainage					
Item No.	Description	Units	Quantity	Unit Price	Amount
1	Culvert - Corrugated Poly Pipe 24" (Air trained)	LF	1,500		\$ -
2	Culvert - Corrugated Poly Pipe 30" (Air trained)	LF	800		\$ -
3	Culvert - Elliptical Reinforced Concrete Pipe 12" x 18"	LF	400		\$ -
4	Culvert - Elliptical Reinforced Concrete Pipe 14" x 23"	LF	600		\$ -
5	Culvert - Elliptical Reinforced Concrete Pipe 19" x 30"	LF	500		\$ -
6	Culvert - Elliptical Reinforced Concrete Pipe 24" x 38"	LF	700		\$ -
7	Culvert - Elliptical Reinforced Concrete Pipe 29" x 45"	LF	200		\$ -
8	Culvert - Elliptical Reinforced Concrete Pipe 34" x 53"	LF	200		\$ -
9	Culvert - Elliptical Reinforced Concrete Pipe 38" x 60"	LF	750		\$ -
10	Culvert - Elliptical Reinforced Concrete Pipe 43" x 68"	LF	330		\$ -
11	Culvert - Elliptical Reinforced Concrete Pipe 48" x 76"	LF	670		\$ -
12	Culvert - Reinforced Concrete Pipe 24"	LF	400		\$ -
13	Culvert - Reinforced Concrete Pipe 30"	LF	480		\$ -
14	Culvert - Reinforced Concrete Pipe 36"	LF	360		\$ -
15	Culvert - Reinforced Concrete Pipe 42"	LF	360		\$ -
16	Culvert - Reinforced Concrete Pipe 48"	LF	360		\$ -
17	Ditch Bottom Inlet Type C - 8' Deep or Less	EA	5		\$ -
18	Ditch Bottom Inlet Type C - More than 8' Deep	EA	3		\$ -
19	Ditch Bottom Inlet Type C - 8' Deep or Less (Alt Bottom)	EA	5		\$ -
20	Ditch Bottom Inlet Type C - More than 8' Deep (Alt Bottom)	EA	3		\$ -
21	Ditch Bottom Inlet Type D - 8' Deep or Less	EA	2		\$ -
22	Ditch Bottom Inlet Type D - More than 8' Deep	EA	2		\$ -
23	Ditch Bottom Inlet Type D - 8' Deep or Less (Alt Bottom)	EA	2		\$ -
24	Ditch Bottom Inlet Type D - More than 8' Deep (Alt Bottom)	EA	2		\$ -
25	Ditch Bottom Inlet Type E - 8' Deep or Less	EA	5		\$ -
26	Ditch Bottom Inlet Type E - More than 8' Deep	EA	2		\$ -
27	Ditch Bottom Inlet Type E - 8' Deep or Less (Alt Bottom)	EA	5		\$ -
28	Ditch Bottom Inlet Type E - More than 8' Deep (Alt Bottom)	EA	2		\$ -
29	Endwall 24" or Equivalent - All Materials ₁	EA	10		\$ -
30	Endwall 30" or Equivalent - All Materials ₁	EA	15		\$ -
31	Endwall 36" or Equivalent - All Materials ₁	EA	6		\$ -
32	Endwall 42" or Equivalent - All Materials ₁	EA	6		\$ -
33	Endwall 48" or Equivalent - All Materials ₁	EA	6		\$ -
34	Endwall 54" or Equivalent - All Materials ₁	EA	8		\$ -
35	Endwall 60" or Equivalent - All Materials ₁	EA	8		\$ -
36	Mitered End Section 24" or Equivalent - All Materials ₂	EA	10		\$ -
37	Mitered End Section 30" or Equivalent - All Materials ₂	EA	5		\$ -
38	Mitered End Section 36" or Equivalent - All Materials ₂	EA	4		\$ -
39	Mitered End Section 42" or Equivalent - All Materials ₂	EA	4		\$ -

E-Bid #20240060
E-Bid Reply Excel Spreadsheet
Citywide Stormwater & Rights of Way Preventative Maintenance and
Repair Projects
Schedule "A" - Commonly Used Item List

Company Name: _____

40	Rip Rap Rubble - Includes Fabric & Bedding Stone (must meet FDOT, USDA, NRCS and other entity standards) - FDOT Certified	TN	8,000		\$ -
41	Rip Rap Rubble - Includes Fabric & Bedding Stone (must meet FDOT, USDA, NRCS and other entity standards) - Not FDOT Certified	TN	1,000		\$ -
42	Structure / Inlet Connection to Existing	EA	11		\$ -
43	Concrete Collars - 30" or less	EA	15		\$ -
44	Concrete Collars - 36" or less	EA	8		\$ -
45	Miscellaneous Concrete Removal	CY	250		\$ -
46	Optional 12" Base - #57 Stone	SY	700		\$ -
47	Optional 12" Base - Recycled Concrete	SY	200		\$ -
48	Paver Brick Driveway - Remove & Re-Install	SY	90		\$ -
49	Structure / Inlet Modifications (per Modification)	EA	50		\$ -
50	Subtotal Installation Items - Drainage				\$ -
					\$ -
	Installation - Roadway & Sidewalk Items				\$ -
Item No.	Description	Units	Quantity	Unit Price	
51	Furnish & Install Superpave Asphaltic Concrete SP-9.5, to be placed by hand, under 25 SY per location - Under 2 ton	SY	650		\$ -
52	Furnish & Install Superpave Asphaltic Concrete SP-9.5, to be placed by paver over 25 SY per location - Over 2 ton	SY	325		\$ -
53	Furnish & Install Superpave Asphaltic Concrete SP-12.5, to be placed by hand, under 25 SY per location - Under 2 ton	SY	325		\$ -
54	Furnish & Install Superpave Asphaltic Concrete SP-12.5, to be placed by paver over 25 SY per location - Over 2 ton	SY	150		\$ -
55	Curb - Type "D" - includes end section (per FDOT Standards)	LF	500		\$ -
56	Curb - Type "F" - includes end section (per FDOT Standards)	LF	100		\$ -
57	Curb - Type "Drop Curb" - includes end section (per FDOT Standards)	LF	250		\$ -
58	Optional Base (Coquina Rock per FDOT Standards) - 12" thick typ. - Optional base group 9" or 11"	SY	100		\$ -
59	Optional Base (Asphalt per FDOT Standards) - 6" thick typ. - Optional base group 9" or 11"	SY	100		\$ -
60	Flowable Fill	CY	250		\$ -
61	Sidewalk - 4" Thick 0-50 ft in length (per FDOT Standards) more than 50 ft. in length (per FDOT Standards) Includes Curb Ramps	SY	600		\$ -
62	Sidewalk - 4" Thick 51 -100 ft in length (per FDOT Standards) more tan 50 ft. In length (per FDOT Standards) Includes Curb Ramps	SY	600		\$ -

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Citywide Stormwater & Rights of Way Preventative Maintenance and
Repair Projects
Schedule "A" - Commonly Used Item List

Company Name: _____

63	Sidewalk - 4" Thick 5' to 50' not more than 50' (per FDOT Standards) Includes Curb Ramps	SY	600		\$ -
64	Sidewalk - 6" Thick 0-50 ft in length (per FDOT Standards) includes Driveway Repair/Replacement and curb ramps more than 50 ft. in length (per FDOT Standards) Includes Curb Ramps	SY	600		\$ -
65	Sidewalk - 6" Thick 5' to 50' 51 - 100 ft in length (per FDOT Standards) includes Driveway Repair/Replacement and curb ramps not more than 50' (per FDOT Standards) Includes Curb Ramps	SY	1,500		\$ -
66	Subtotal Installation - Roadway & Sidewalk Items				\$ -
	Installation Items - General Site Work & Landscaping Items				\$ -
Item No.	Description	Units	Quantity	Unit Price	#VALUE!
67	Embankment / Fill - Material from City Site	CY	1,000		\$ -
68	Embankment / Fill - Material Supplied by Contractor	CY	5,000		\$ -
69	Irrigation - Remove, Relocate & Repair	LS	8		\$ -
70	Sod - Bahia - includes watering	SY	10,000		\$ -
71	Sod - Floratam - includes watering	SY	4,000		\$ -
72	Subtotal Installation Items - General Site Work & Landscaping Items				\$ -
	Removal & Disposal Items				\$ -
Item No.	Description	Units	Quantity	Unit Price	#VALUE!
73	Culvert (all materials) - 30" or Less	LF	300		\$ -
74	Culvert (all materials) - 36" or More	LF	300		\$ -
75	Curb	LF	500		\$ -
76	Drainage Inlets	EA	25		\$ -
77	Endwalls - 30" or Less	EA	15		\$ -
78	Endwalls - 36" or More	EA	12		\$ -
79	Guardrail - End Anchorage MELT Type (per FDOT Standards)	LF	120		\$ -
80	Pavement & Base Material	SY	1,800		\$ -
81	Sidewalk	SY	300		\$ -
82	Subtotal Removal & Disposal Items				\$ -
	Additional Items				\$ -
Item No.	Description	Units	Quantity	Unit Price	#VALUE!
83	Mobilization / Demobilization	LS	15		\$ -
84	Maintenance of Traffic - Lane Closure	LS	15		\$ -
85	Maintenance of Traffic - Road Closure	LS	15		\$ -

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Citywide Stormwater & Rights of Way Preventative Maintenance and
Repair Projects
Schedule "A" - Commonly Used Item List

Company Name: _____

86	Survey Stake-Out & As-Built	HR	15		\$ -
87	5 Man Crew - Includes Supervisor	HR	10		\$ -
88	Additional Equipment Operator	HR	2		\$ -
89	Additional Laborer	HR	2		\$ -
90	Back Hoe (Rubber Tire)	HR	1		\$ -
91	Dump Truck (10 CY or More)	HR	3		\$ -
92	Front End Loader	HR	2		\$ -
93	Hydraulic Excavator (Gradall)	HR	2		\$ -
94	Hydraulic Excavator (Track Hoe)	HR	3		\$ -
95	Skid Steer Loader	HR	2		\$ -
96	Fence Removal & Relocation of Existing - Chain Link	LF	200		\$ -
97	Fence Removal & Relocation of Existing - Wooden	LF	200		\$ -
98	Fence Removal & Relocation of Existing - Vinyl	LF	200		\$ -
99	Fence Removal & Replacement with New - Chain Link	LF	600		\$ -
100	Fence Removal & Replacement with New - Wooden	LF	600		\$ -
101	Fence Removal & Replacement with New - Vinyl	LF	600		\$ -
102	Tree Removal & Replacement - 10" or less	EA	5		\$ -
103	Tree Removal & Replacement - 11" or more	EA	5		\$ -
104	Survey Stake-out & As-Built (by licensed Surveyor when requested by the City for establishing property corners)	HR	10		\$ -
105	Excavation & Embankment	CY	10,000		\$ -
106	Dredging (Tidal/Non-Tidal)	CY	10,000		\$ -
107	Refurbish Sheet Pile Weir (Sandblast & Protective Coating)	SF	10,000		\$ -
108	Refurbish Sheet Pile Weir (Steel Plate Repair)) Install new sheet pile and cap, designed by others	SF	4,000		\$ -
109	Cleaning & Sealing Concrete Cap (Includes Siloxane Penetrant Sealer)	SF	3,000		\$ -
110	Utility Box Adjustment	EA	5		\$ -
111	Subtotal Additional Items				\$ -
112	Total - Schedule A				\$ -

Notes:

1. Endwalls having multiple pipe runs will be multiplied by the number of pipes
2. Mitered End Sections having multiple pipe runs will be multiplied by the number of pipes.

E-BID #20240060

E-BID REPLY EXCEL SPREADSHEET

Citywide Stormwater & Rights of Way Preventative Maintenance and Repair Projects
Schedule "B"

COMPANY NAME: _____

Culvert Replacement & Sidewalk Construction Improvements/Repairs - Complete Bid Item List for Items Not Used on All Projects			
Installation Items - Drainage			
Item No.	Description	Units	Unit Price
1	Concrete Installation (includes pad between pipe openings - on Average 6' x 6' x 4")	SY	\$ -
2	Culvert - Corrugated Aluminum Pipe 15"	LF	\$ -
3	Culvert - Corrugated Aluminum Pipe 18"	LF	\$ -
4	Culvert - Corrugated Aluminum Pipe 21"	LF	\$ -
5	Culvert - Corrugated Aluminum Pipe 24"	LF	\$ -
6	Culvert - Corrugated Aluminum Pipe 30"	LF	\$ -
7	Culvert - Corrugated Aluminum Pipe 36"	LF	\$ -
8	Culvert - Corrugated Aluminum Pipe 42"	LF	\$ -
9	Culvert - Corrugated Aluminum Pipe 48"	LF	\$ -
10	Culvert - Corrugated Aluminum Pipe 54"	LF	\$ -
11	Culvert - Corrugated Aluminum Pipe 60"	LF	\$ -
12	Culvert - Corrugated Aluminum Pipe 66"	LF	\$ -
13	Culvert - Corrugated Aluminum Pipe 72"	LF	\$ -
14	Culvert - Corrugated Aluminum Pipe Arch 13" x 17"	LF	\$ -
15	Culvert - Corrugated Aluminum Pipe Arch 14" x 16"	LF	\$ -
16	Culvert - Corrugated Aluminum Pipe Arch 15" x 21"	LF	\$ -
17	Culvert - Corrugated Aluminum Pipe Arch 16" x 20"	LF	\$ -
18	Culvert - Corrugated Aluminum Pipe Arch 18" x 24"	LF	\$ -
19	Culvert - Corrugated Aluminum Pipe Arch 19" x 23"	LF	\$ -
20	Culvert - Corrugated Aluminum Pipe Arch 20" x 28"	LF	\$ -
21	Culvert - Corrugated Aluminum Pipe Arch 21" x 27"	LF	\$ -
22	Culvert - Corrugated Aluminum Pipe Arch 24" x 35"	LF	\$ -
23	Culvert - Corrugated Aluminum Pipe Arch 26" x 33"	LF	\$ -
24	Culvert - Corrugated Aluminum Pipe Arch 29" x 42"	LF	\$ -
25	Culvert - Corrugated Aluminum Pipe Arch 31" x 40"	LF	\$ -
26	Culvert - Corrugated Aluminum Pipe Arch 33" x 49"	LF	\$ -
27	Culvert - Corrugated Aluminum Pipe Arch 36" x 46"	LF	\$ -
28	Culvert - Corrugated Aluminum Pipe Arch 38" x 57"	LF	\$ -

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E-BID REPLY EXCEL SPREADSHEET

**Citywide Stormwater & Rights of Way Preventative Maintenance and Repair Projects
Schedule "B"**

COMPANY NAME: _____

Culvert Replacement & Sidewalk Construction Improvements/Repairs - Complete Bid Item List for Items Not Used on All Projects			
29	Culvert - Corrugated Aluminum Pipe Arch 41" x 53"	LF	\$ -
30	Culvert - Corrugated Aluminum Pipe Arch 43" x 64"	LF	\$ -
31	Culvert - Corrugated Aluminum Pipe Arch 46" x 60"	LF	\$ -
32	Culvert - Corrugated Aluminum Pipe Arch 47" x 71"	LF	\$ -
33	Culvert - Corrugated Aluminum Pipe Arch 51" x 66"	LF	\$ -
34	Culvert - Corrugated Aluminum Pipe Arch 52" x 77"	LF	\$ -
35	Culvert - Corrugated Aluminum Pipe Arch 55" x 73"	LF	\$ -
36	Culvert - Corrugated Aluminum Pipe Arch 57" x 83"	LF	\$ -
37	Culvert - Corrugated Aluminum Pipe Arch 59" x 81"	LF	\$ -
38	Culvert - Corrugated Polyethylene Pipe 15" (Air trained)	LF	\$ -
39	Culvert - Corrugated Polyethylene Pipe 18" (Air trained)	LF	\$ -
40	Culvert - Corrugated Polyethylene Pipe 36" (Air trained)	LF	\$ -
41	Culvert - Corrugated Polyethylene Pipe 42" (Air trained)	LF	\$ -
42	Culvert - Corrugated Polyethylene Pipe 48" (Air trained)	LF	\$ -
43	Culvert - Corrugated Polyethylene Pipe 54" (Air trained)	LF	\$ -
44	Culvert - Corrugated Polyethylene Pipe 60" (Air trained)	LF	\$ -
45	Culvert - Corrugated Polypropylene Pipe 12"	LF	\$ -
46	Culvert - Corrugated Polypropylene Pipe 15"	LF	\$ -
47	Culvert - Corrugated Polypropylene Pipe 18"	LF	\$ -
48	Culvert - Corrugated Polypropylene Pipe 24"	LF	\$ -
49	Culvert - Corrugated Polypropylene Pipe 30"	LF	\$ -
50	Culvert - Corrugated Polypropylene Pipe 36"	LF	\$ -
51	Culvert - Corrugated Polypropylene Pipe 42"	LF	\$ -
52	Culvert - Corrugated Polypropylene Pipe 48"	LF	\$ -
53	Culvert - Corrugated Polypropylene Pipe 60"	LF	\$ -
54	Culvert - Elliptical Reinforced Concrete Pipe 53" x 83"	LF	\$ -
55	Culvert - Elliptical Reinforced Concrete Pipe 58" x 91"	LF	\$ -
56	Culvert - Reinforced Concrete Pipe 15"	LF	\$ -
57	Culvert - Reinforced Concrete Pipe 18"	LF	\$ -
58	Culvert - Reinforced Concrete Pipe 54"	LF	\$ -
59	Culvert - Reinforced Concrete Pipe 60"	LF	\$ -
60	Culvert - Reinforced Concrete Pipe 66"	LF	\$ -

E-BID #20240060

E-BID REPLY EXCEL SPREADSHEET

Citywide Stormwater & Rights of Way Preventative Maintenance and Repair Projects
Schedule "B"

COMPANY NAME: _____

Culvert Replacement & Sidewalk Construction Improvements/Repairs - Complete Bid Item List for Items Not Used on All Projects			
61	Culvert - Reinforced Concrete Pipe 72"	LF	\$ -
62	Curb Flume - Closed	EA	\$ -
63	Curb Flume - Open	EA	\$ -
64	Curb Inlet Type 1 - 8' Deep or Less	EA	\$ -
65	Curb Inlet Type 1 - More than 8' Deep	EA	\$ -
66	Curb Inlet Type 1 - 8' Deep or Less (Alt Bottom)	EA	\$ -
67	Curb Inlet Type 1 - More than 8' Deep (Alt Bottom)	EA	\$ -
68	Curb Inlet Type 2 - 8' Deep or Less	EA	\$ -
69	Curb Inlet Type 2 - More than 8' Deep	EA	\$ -
70	Curb Inlet Type 2 - 8' Deep or Less (Alt Bottom)	EA	\$ -
71	Curb Inlet Type 2 - More than 8' Deep (Alt Bottom)	EA	\$ -
72	Curb Inlet Type 3 - 8' Deep or Less	EA	\$ -
73	Curb Inlet Type 3 - More than 8' Deep	EA	\$ -
74	Curb Inlet Type 3 - 8' Deep or Less (Alt Bottom)	EA	\$ -
75	Curb Inlet Type 3 - More than 8' Deep (Alt Bottom)	EA	\$ -
76	Curb Inlet Type 4 - 8' Deep or Less	EA	\$ -
77	Curb Inlet Type 4 - More than 8' Deep	EA	\$ -
78	Curb Inlet Type 4 - 8' Deep or Less (Alt Bottom)	EA	\$ -
79	Curb Inlet Type 4 - More than 8' Deep (Alt Bottom)	EA	\$ -
80	Curb Inlet Type 5 - 8' Deep or Less	EA	\$ -
81	Curb Inlet Type 5 - More than 8' Deep	EA	\$ -
82	Curb Inlet Type 5 - 8' Deep or Less (Alt Bottom)	EA	\$ -
83	Curb Inlet Type 5 - More than 8' Deep (Alt Bottom)	EA	\$ -
84	Curb Inlet Type 6 - 8' Deep or Less	EA	\$ -
85	Curb Inlet Type 6 - More than 8' Deep	EA	\$ -
86	Curb Inlet Type 6 - 8' Deep or Less (Alt Bottom)	EA	\$ -
87	Curb Inlet Type 6 - More than 8' Deep (Alt Bottom)	EA	\$ -
88	Curb Inlet Type 7 - 8' Deep or Less	EA	\$ -
89	Curb Inlet Type 7 - More than 8' Deep	EA	\$ -
90	Curb Inlet Type 7 - 8' Deep or Less (Alt Bottom)	EA	\$ -
91	Curb Inlet Type 7 - More than 8' Deep (Alt Bottom)	EA	\$ -
92	Curb Inlet Type 8 - 8' Deep or Less	EA	\$ -

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E-BID REPLY EXCEL SPREADSHEET

Citywide Stormwater & Rights of Way Preventative Maintenance and Repair Projects
Schedule "B"

COMPANY NAME: _____

Culvert Replacement & Sidewalk Construction Improvements/Repairs - Complete Bid Item List for Items Not Used on All Projects			
93	Curb Inlet Type 8 - More than 8' Deep	EA	\$ -
94	Curb Inlet Type 8 - 8' Deep or Less (Alt Bottom)	EA	\$ -
95	Curb Inlet Type 8 - More than 8' Deep (Alt Bottom)	EA	\$ -
96	Curb Inlet Type 9 - 8' Deep or Less	EA	\$ -
97	Curb Inlet Type 9 - More than 8' Deep	EA	\$ -
98	Curb Inlet Type 9 - 8' Deep or Less (Alt Bottom)	EA	\$ -
99	Curb Inlet Type 9 - More than 8' Deep (Alt Bottom)	EA	\$ -
100	Curb Inlet Type 10 - 8' Deep or Less	EA	\$ -
101	Curb Inlet Type 10 - More than 8' Deep	EA	\$ -
102	Curb Inlet Type 10 - 8' Deep or Less (Alt Bottom)	EA	\$ -
103	Curb Inlet Type 10 - More than 8' Deep (Alt Bottom)	EA	\$ -
104	Ditch Bottom Inlet Type A - 8' Deep or Less	EA	\$ -
105	Ditch Bottom Inlet Type A - More than 8' Deep	EA	\$ -
106	Ditch Bottom Inlet Type A - 8' Deep or Less (Alt Bottom)	EA	\$ -
107	Ditch Bottom Inlet Type A - More than 8' Deep (Alt Bottom)	EA	\$ -
108	Ditch Bottom Inlet Type B - 8' Deep or Less	EA	\$ -
109	Ditch Bottom Inlet Type B - More than 8' Deep	EA	\$ -
110	Ditch Bottom Inlet Type B - 8' Deep or Less (Alt Bottom)	EA	\$ -
111	Ditch Bottom Inlet Type B - More than 8' Deep (Alt Bottom)	EA	\$ -
112	Ditch Bottom Inlet Type F - 8' Deep or Less	EA	\$ -
113	Ditch Bottom Inlet Type F - More than 8' Deep	EA	\$ -
114	Ditch Bottom Inlet Type F - 8' Deep or Less (Alt Bottom)	EA	\$ -
115	Ditch Bottom Inlet Type F - More than 8' Deep (Alt Bottom)	EA	\$ -
116	Ditch Bottom Inlet Type G - 8' Deep or Less	EA	\$ -
117	Ditch Bottom Inlet Type G - More than 8' Deep	EA	\$ -
118	Ditch Bottom Inlet Type G - 8' Deep or Less (Alt Bottom)	EA	\$ -
119	Ditch Bottom Inlet Type G - More than 8' Deep (Alt Bottom)	EA	\$ -
120	Ditch Bottom Inlet Type H - 8' Deep or Less	EA	\$ -
121	Ditch Bottom Inlet Type H - More than 8' Deep	EA	\$ -
122	Ditch Bottom Inlet Type H - 8' Deep or Less (Alt Bottom)	EA	\$ -
123	Ditch Bottom Inlet Type H - More than 8' Deep (Alt Bottom)	EA	\$ -
124	Ditch Bottom Inlet Type J - 8' Deep or Less	EA	\$ -

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E-BID REPLY EXCEL SPREADSHEET

Citywide Stormwater & Rights of Way Preventative Maintenance and Repair Projects
Schedule "B"

COMPANY NAME: _____

**Culvert Replacement & Sidewalk Construction Improvements/Repairs - Complete Bid Item List
for Items Not Used on All Projects**

125	Ditch Bottom Inlet Type J - More than 8' Deep	EA	\$ -
126	Ditch Bottom Inlet Type J - 8' Deep or Less (Alt Bottom)	EA	\$ -
127	Ditch Bottom Inlet Type J - More than 8' Deep (Alt Bottom)	EA	\$ -
128	Ditch Bottom Inlet Type K - 8' Deep or Less	EA	\$ -
129	Ditch Bottom Inlet Type K - More than 8' Deep	EA	\$ -
130	Ditch Bottom Inlet Type K - 8' Deep or Less (Alt Bottom)	EA	\$ -
131	Ditch Bottom Inlet Type K - More than 8' Deep (Alt Bottom)	EA	\$ -
132	Endwall 15" or Equivalent - All Materials ¹	EA	\$ -
133	Endwall 18" or Equivalent - All Materials ¹	EA	\$ -
134	Endwall 66" or Equivalent - All Materials ¹	EA	\$ _____
135	Endwall 72" or Equivalent - All Materials ¹	EA	\$ -
136	Flared End Section 15" - 24" or Equivalent	EA	\$ -
137	Flared End Section 30" - 36" or Equivalent	EA	\$ -
138	Mitered End Section 15" or Equivalent - All Materials ²	EA	\$ -
139	Mitered End Section 18" or Equivalent - All Materials ²	EA	\$ -
140	Mitered End Section 48" or Equivalent - All Materials ²	EA	\$ -
141	Mitered End Section 54" or Equivalent - All Materials ²	EA	\$ -
142	Mitered End Section 60" or Equivalent - All Materials ²	EA	\$ -
143	Mitered End Section 66" or Equivalent - All Materials ²	EA	\$ -
144	Mitered End Section 72" or Equivalent - All Materials ²	EA	
145	Structure/Inlet Relocation (per Relocation)	EA	
146	Yard Drains (per FDOT Index 282)	EA	Unit Price
147	Pre-Cast Box Culverts	EA	\$ -
148	Pipe Liner	LF	\$ -
			\$ -
Installation - Roadway & Sidewalk Items			\$ -
Item No	Description	Units	\$ -
149	Cast in Place Detectable Warning Surface	SF	\$ -
150	Curb - Type "A" - includes end section (per FDOT Standards)	LF	\$ -
151	Curb - Type "B" - includes end section (per FDOT Standards)	LF	\$ -

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E-BID REPLY EXCEL SPREADSHEET

Citywide Stormwater & Rights of Way Preventative Maintenance and Repair Projects
Schedule "B"

COMPANY NAME: _____

**Culvert Replacement & Sidewalk Construction Improvements/Repairs - Complete Bid Item List
for Items Not Used on All Projects**

152	Curb - Type "E" - includes end section (per FDOT Standards)	LF	\$ -
153	Curb - Type "Shoulder Gutter" - includes end section (per FDOT Standards)	LF	\$ -
154	Curb - Type "Valley Gutter" - includes end section (per FDOT Standards)	LF	\$ -
155	Guardrail (per FDOT Standards)	LF	\$ -
156	Handrails (per FDOT Index 860)	LF	\$ -
157	Paver Brick Driveway - Remove & Re-Install	SY	\$ -
158	Repaint driveway	LF	\$ -
159	Sign Installation	EA	\$ -
160	Sign Relocation	EA	\$ -
161	Thermoplastic - 6" Solid White (Edge Line)	LF	\$ -
162	Thermoplastic - 12" Solid White (Crosswalks)	LF	\$ -
163	Thermoplastic - 24" Solid White (Stop Bars)	LF	
164	Thermoplastic - 6" Solid Yellow (Edge Line)	LF	
165	Thermoplastic - 6" Double Solid Yellow	LF	Unit Price
166	Thermoplastic - 6" (10' - 30') Skip Yellow	LF	\$ -
167	Raised Pavement Markers – Class B	EA	\$ -
168	Asphalt & Base Material Remove & Dispose	SY	\$ -
			\$ -
	Installation Items - General Site Work & Landscaping Items		\$ -
Item No.	Description	Units	\$ -
169	Clearing and Grubbing	AC	\$ -
170	Excavation	CY	\$ -
171	Fence Removal & Replacement - Chain Link 4' tall typical	LF	\$ -
172	Fence Removal & Replacement - Wooden 6' tall typical	LF	\$ -
173	Shrub Removal & Replacement	EA	\$ -
174	Sod - Bermuda - includes watering	SY	\$ -
175	Gravity Walls (per FDOT Standard Plans)	CY	\$ -
176	Swale Liner Installation (City Provided)	LF	\$ -

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E-BID REPLY EXCEL SPREADSHEET
Citywide Stormwater & Rights of Way Preventative Maintenance and Repair Projects
Schedule "B"

COMPANY NAME: _____

Culvert Replacement & Sidewalk Construction Improvements/Repairs - Complete Bid Item List for Items Not Used on All Projects

Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item shall be offered shall be shown, and such price shall include packing and shipping unless otherwise specified. A total shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will supersede. The total amount shall be entered on line 5.3 above and entered on the Demandstar web page. The City reserves the right to split the award, if in the City's opinion such a split is in the best interest of the City.

City Contract Administrator: Keith Stewart, CPPO
Procurement Manager - Procurement Management Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
772-344-4293 / FAX 772-871-7337
E-mail: kstewrt@cityofpsl.com

City Project Manager: Dan Gieseey, or his designee.
City of Port St. Lucie Public Works Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984
Telephone: (772) 344-4000 Fax: (772) 871-7397
Email: gieseey@cityofpsl.com

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

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20240060, Citywide Stormwater & Rights of Way Preventative Maintenance and Repair Projects including all Attachments, all Addenda, and all other restrictions and requirements are incorporated by this reference.

The Contractors shall provide all the labor, supervision, equipment, machinery, tools, materials, permits, transportation, utilities, and other incidentals required to complete the work in accordance with the Contract Documents. The secondary Contractor will be used only if the primary Contractor cannot respond within fourteen (14) calendar days after receipt of order (ARO). The Contractor shall perform miscellaneous culvert and sidewalk replacements throughout the City as determined by the City and as depicted in the specifications and construction plans. The typical culvert and sidewalk replacement projects may consist of, but are not limited to, eight (8) large culvert crossings, seven (7) side-lot pipes, five (5) small culvert crossings and miscellaneous sidewalk replacements city-wide per fiscal year. The City of Port St. Lucie is looking for an underground utility firm to make repairs to the City's existing stormwater and rights of way infrastructure, corrugated metal pipe (CMP), re-enforced concrete pipe (RCP), high density polyethylene polypropylene pipe (HDPE) in the form of box, round, and elliptical culverts. Concrete repairs utilizing either flowable fill or concrete for brick pavers, stamped concrete, re-enforced concrete, sidewalks, sheet pile installation and caps, water control structure re-enforcement, steel and vinyl sheet pile repair and replacements, and exploratory camera work. Excavation, backfill, post camera inspection as-builts and subgrade are to be included from zero (0) to twenty (20) feet.

Please note, services under this Contract may also be called upon and required after an emergency (e.g., hurricane). If the City receives funding, either state or federal, for work performed under this Contract, in whole or in part, Contractor agrees to comply with requirements of the funding entity, including, but not limited to, the requirements set forth in Section XXXVIII – Federal Requirements.

SECTION IV **TIME OF PERFORMANCE**

The Contract Period start date will be _____ and will terminate three (3) years thereafter on _____ . The Contractor will be required to commence work under this Contract within ten (10)

calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered 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.

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 is not 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 V **RENEWAL OPTION**

This Contract is for three (3) years with the option of one (1) additional two (2) year renewal period. In the event Contractor offers in writing at least three (3) months prior to the termination of this Contract, to provide the identical services required in this Contract for the following two (2) year period, then the City, without additional bidding or negotiation, may, extend this Contract one (1) time for the additional term.

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.

Acceptance and Final Payment – Upon receipt of written notice that the work is ready for final inspection and acceptance, the City will promptly make such inspection. When City finds the work acceptable under

the terms of the Contract and the Contract is fully performed, the entire balance will be due the Contractor and will be paid to the Contractor within twenty (20) business days. Such final payment of the Contractor shall be subject to the covenants in the Contractor's Standard Specifications and any liquidated damages will be assessed against the Contractor at that time.

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

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

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

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

All invoices are to be sent to the Project Manager.

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 thirty (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 Manager 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 Division 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. 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 agreement 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 and 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 and/or any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

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(s) for benefits under Federal Workers' Compensation Statute (for 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 Automobile policies. The name for the Additional Insured endorsement issued by the insurer shall read: **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be included as additional insured and shall include Contract #20240060 - Citywide Stormwater & Rights of Way Preventative Maintenance and Repair Projects."** The Policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. 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. Business Automobile Liability Insurance: The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary 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 is not obligated, to review and request a copy of the Contractor's most recent annual report or audited financial statement.

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

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

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

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 authorize 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 for a minimum of one (1) year after the work has been completed and final acceptance of the work is issued by the City.

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

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.

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 subcontractor, supplier of materials, laborer, or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION XIV **COMPLIANCE WITH LAWS**

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

RECORDS

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

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 Contract.
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**

TRADE SECRETS

Any material submitted to the City that Contractor contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including chapter 119, Florida Statutes) (“Trade Secret Materials”), must be separately submitted and conspicuously labeled: “EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET.” In addition, simultaneous with the submission of any Trade Secret Materials, the Contractor shall provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under section 688.002, Florida Statutes, and stating the factual basis to support the attestation. If a third party submits a request to the City of records designated by the Contract as Trade Secret Materials, the City shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by the Contractor. Contractor shall indemnify and defend the City, its employees, agents, assigns, successors, and subcontractors from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorney’s fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

SECTION XV **SCRUTINIZED COMPANIES**

By entering into this Contract with the City, Contractor certifies that it and those related entities of Contractor, as defined by Florida law, are not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and are not engaged in a boycott of Israel. The City may terminate this Contract if Contractor or any of those related entities of Contractor, as defined by Florida law, are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in section 287.135(4), Florida Statutes, are met.

SECTION XVI **CONTRACT ADMINISTRATION**

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

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

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

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

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

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

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

Permits, Licenses, and Certifications. The Contractor shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation. The 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.

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

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

performance or to claim a breach. Each waiver, if mutually agreed upon, shall be published as a Contract amendment.

SECTION XVII **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.

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

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

Cooperative Purchasing Agreement - This Contract may be expanded to include other governmental agencies provided a cooperative purchasing agreement exists or an inter-local agreement for joint purchasing

exists between the City of Port St. Lucie and other public agencies. Contractor 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.

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

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

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

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

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

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

Florida Produced Lumber – The Contractor agrees to comply with the provisions of section 255.20, Florida Statutes.

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's, 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 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 structure, or in any trade, with sufficient experience in such work to perform it properly and satisfactorily and to operate the equipment involved. The Contractor shall provide workmen that shall make do and proper effort to execute the work in the manner prescribed in the Contract Documents.

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

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

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

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

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

Geodetic Information Center

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

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

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

SECTION XVIII **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 materials have been delivered and required work performed in accordance with the 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, upon 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. All such costs incurred/charged by the City, in the City's option, may be invoiced to the Contractor and/or may be deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract. Such examination, inspection, or tests made by the Project Manager, at any time, shall not relieve Contractor of his responsibility to remedy any deviation, deficiency, or defect.

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

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

Defective Work – All work and/or materials not meeting the requirements of these specifications shall be deemed as defective by the City, and all such work and/or material, whether in place or not, shall be removed

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

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

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

SECTION XIX **LICENSING**

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

SECTION XX **SAFETY PRECAUTIONS**

Precaution shall be exercised at all times for the protection of persons, including employees, and property. The Contractor shall erect and maintain all necessary safeguards for the protection of the Contractor's employees and subcontractors, City personnel, and the general public; including, but not limited to, posting danger signs, and other warnings against hazards as is prudent and/or required by law to protect the public interest. All damage, injury, or loss to persons and/or property caused, directly or indirectly, in whole or in part, by the Contractor's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Contractor. The safety provisions of all applicable laws and building and construction codes shall be observed.

Safety Data Sheets – The Contractor shall provide SDS's and description literature for each chemical/compound/mixture used in the performance of the Contract to the City before the commencement of any work. All SDS's shall be of the latest version and comply with 29 CFR 1910.1200. Hazardous products shall not be used except with prior approval of the City, and must be disposed of properly by the Contractor in accordance with U.S. Environmental Protection Agency

40 CFR 260-265. The Contractor shall maintain and have readily accessible on-site a complete SDS book of all chemicals/compounds/mixtures used in the execution of the Contract.

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

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

SECTION XXI **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. If Contractor sells all or a majority of its shares, merges with, or otherwise is acquired by or unifies with a third party, it shall notify the City within ten (10) days. If after such notice, the City determines in its sole discretion, it may terminate the Contract, without penalty.

SECTION XXII **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 time specified in the City's written notice to the Contractor. If the breach or noncompliance is not remedied within the period 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. Such a charge, in the City's option, may be invoiced to the Contractor and/or may be deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract.

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

Termination for Non-Appropriation. The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under the awarded Contract, the City will have the right to terminate the Contract, without penalty, on the last day of the fiscal period for which funds were legally available.

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 total amount thereof.

SECTION XXIII **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, arising out of this Contract, or related to this Contract, shall be in St. Lucie County, Florida.

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

SECTION XXIV
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 XXV
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 XXVI
PROHIBITION AGAINST CONTINGENT FEES

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

SECTION XXVII
ATTORNEY'S FEES

Each party is responsible for its own attorney's fees for any action arising from or related to this Contract. Each party expressly waives any right to seek attorney's fees from the other party, regardless of the source of such right.

SECTION XXVIII
CODE OF ETHICS

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

SECTION XXIX
POLICY OF NON-DISCRIMINATION

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

SECTION XXX
SEVERABILITY

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

SECTION XXXI
AUDITS

The Contractor shall establish and maintain a reasonable accounting system that enables the City to readily identify the Contractor's assets, expenses, costs of goods, and use of funds throughout the term of the Contract for a period of at least seven (7) years following the date of final payment or completion of any required audit, whichever is later. Records shall include, but are not limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. The Contractor shall permit the City's authorized auditor or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and to make copies of all books, documents, papers, electronic or optically stored and created records or other records relating or pertaining to this Contract kept by or under the control of the Contractor, including, but not limited to, those kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. Such records shall be made available to the City during normal business hours at the Contractor's office or place of business. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the City reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed ninety (90) days) from presentation of the City's findings to the Contractor. Evidence of criminal conduct will be turned over to the proper authorities.

The Contractor shall ensure the City has these rights with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the City.

SECTION XXXII
FORCE MAJEURE

Any deadline provided for in this Contract may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and Acts of God. When one of the foregoing conditions interferes with Contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

SECTION XXXIII CONSTRUCTION

The title of the section and paragraph headings in this Contract are for reference only and shall not govern, suggest, or affect the interpretation of any of the terms or provisions within each section or this Contract as a whole. The use of the term "including" in this Contract shall be construed as "including, without limitation." Where specific examples are given to clarify a general statement, the specific language shall not be construed as limiting, modifying, restricting, or otherwise affecting the general statement. All singular words and terms shall also include the plural, and vice versa. Any gendered words or terms used shall include all genders. Where a rule, law, statute, or ordinance is referenced, it indicates the rule, law, statute, or ordinance in place at the time the Contract is executed, as well as may be amended from time to time, where application of the amended version is permitted by law.

The parties have participated jointly in the negotiation and drafting of this Contract and agree that both have been represented by counsel and/or had sufficient time to consult counsel, before entering into this Contract. In the event an ambiguity, conflict, omission, or question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the parties, and there shall be no presumption or burden of proof or persuasion based on which party drafted a provision of the Contract.

SECTION XXXIV E-VERIFY

In accordance with section 448.095, Florida Statutes, the Contractor agrees to comply with the following:

1. Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. Contractor must provide City with sufficient proof of compliance with this provision before beginning work under this Contract.
2. If Contractor enters into a contract with a subcontractor, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontractor with an unauthorized alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of the Contract and any renewals thereafter.
3. The City shall terminate this Contract if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
4. Contractor shall immediately terminate any contract with any subcontractor if Contractor has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subcontractor of Contractor knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City

shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

5. The City shall terminate this Contract for violation of any provision in this section. If the Contract is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates this Contract under this section, the Contractor may not be awarded a public contract for a least one (1) year after the date on which the Contract was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of the contract.
6. The City, Contractor, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Contract was terminated. The parties agree that any such a cause of action must be filed in accordance with the Venue provision otherwise provided herein.

SECTION XXXV
NON-EXCLUSIVITY

Contractor acknowledges and agrees that this Contract is non-exclusive.

SECTION XXXVI
DISCRIMINATORY, CONVICTED, AND ANTITRUST VIOLATOR VENDOR LISTS

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

SECTION XXXVII
COOPERATION WITH INSPECTOR GENERAL

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

SECTION XXXVIII
FEDERAL REQUIREMENTS

The City foresees there could be federal and/or state funding that will be used to fund services provided under this Contract, including after emergencies, in whole or in part. If there will be federal and/or state funding that will be used, then Contractor additionally agrees to comply with the following requirements, as well as any additional requirements of the entity providing funding.

**CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS**

Pursuant to 2 CFR 200.327 and Appendix II of 2 CFR 200, the following federal requirements and contract provisions are incorporated herein, where applicable.

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

All contracts in excess of \$10,000 must address termination for cause and for convenience by the City of Port St. Lucie including the manner by which it will be affected and the basis for settlement. Termination for cause and for convenience including the manner by which it will be affected and the basis for settlement is addressed elsewhere herein.

The following Items (1) through (23) are "MANDATED CONDITIONS" that will be incorporated into this Contract, where applicable.

(1) EQUAL OPPORTUNITY EMPLOYMENT

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

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

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

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

(2) The contractor will, in all solicitations or advertisements for employees placed by or on

behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

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

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

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

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

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

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency,

the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

(2) COPELAND ANTI-KICKBACK ACT

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

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

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

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

(3) CONTRACT WORK HOURS AND SAFETY STANDARDS

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

For contracts to be in compliance with the Contract Work Hours and Safety Standards Act the following are required:

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The U.S. Department of Treasury shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

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

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

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q).

The contractor agrees to report each violation to the City of Port St. Lucie and understands and agrees that the City of Port St. Lucie will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by U.S. Department of the Treasury.

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant the Federal Water Pollution Control Act as amended (33 U.S.C.1251-1387).

The contractor agrees to report each violation to the City of Port St. Lucie and understands and agrees that the City of Port St. Lucie will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by U.S. Department of the Treasury.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by U.S. Department of Treasury.

(5) SUSPENSION AND DEBARMENT

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

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

The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C

and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

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

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

(6) BYRD ANTI-LOBBYING AMENDMENT

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

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

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

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

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - 6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs 1 through 5 of this subparagraph.
- b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.
 - c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.
 - d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

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

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

The Wage Decision to use for this Contract *is* applicable to this contract. The current Wage Decision is listed below. However, if Davis-Bacon applies to Contractor's performance under this contract, Contractor is required to comply with the most up-to-date and current wage requirements.

"General Decision Number: FL20240190 01/05/2024

Superseded General Decision Number: FL20230190

State: Florida

Construction Type: Highway

County: St Lucie County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
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If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.
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The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
 0 01/05/2024

SUFL2013-051 08/19/2013

	Rates	Fringes
CARPENTER.....	\$ 16.50 **	0.00
CEMENT MASON/CONCRETE FINISHER, Includes Form Work.....	\$ 18.31	0.00
ELECTRICIAN.....	\$ 19.35	0.00
FENCE ERECTOR.....	\$ 11.70 **	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 12.92 **	0.00
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13 **	0.00
INSTALLER - GUARDRAIL.....	\$ 11.47 **	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48 **	0.00
IRONWORKER, REINFORCING.....	\$ 17.04 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.42 **	0.00
LABORER (Traffic Control Specialist).....	\$ 12.21 **	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and		

Distributor.....	\$ 12.28 **	0.00
LABORER: Common or General.....	\$ 10.12 **	0.00
LABORER: Flagger.....	\$ 12.53 **	0.00
LABORER: Grade Checker.....	\$ 12.46 **	0.00
LABORER: Landscape & Irrigation.....	\$ 9.29 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 13.52 **	0.00
LABORER: Pipelayer.....	\$ 14.85 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 17.15 **	2.43
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.88 **	0.00
OPERATOR: Broom/Sweeper.....	\$ 13.15 **	0.00
OPERATOR: Bulldozer.....	\$ 17.57	0.00
OPERATOR: Concrete Finishing Machine.....	\$ 15.44 **	0.00
OPERATOR: Crane.....	\$ 20.95	0.00
OPERATOR: Curb Machine.....	\$ 20.74	0.00
OPERATOR: Drill.....	\$ 14.78 **	0.00
OPERATOR: Forklift.....	\$ 13.58 **	0.00
OPERATOR: Gradall.....	\$ 14.83 **	0.00
OPERATOR: Grader/Blade.....	\$ 20.53	2.83
OPERATOR: Loader.....	\$ 15.94 **	2.21
OPERATOR: Mechanic.....	\$ 18.08	0.00
OPERATOR: Milling Machine.....	\$ 15.59 **	0.00

OPERATOR: Oiler.....	\$ 16.32 **	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 15.61 **	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 14.66 **	0.00
OPERATOR: Roller.....	\$ 12.91 **	0.00
OPERATOR: Scraper.....	\$ 12.01 **	0.00
OPERATOR: Screed.....	\$ 14.73 **	1.84
OPERATOR: Tractor.....	\$ 10.66 **	0.00
OPERATOR: Trencher.....	\$ 14.64 **	0.00
PAINTER: Spray.....	\$ 17.40	0.00
TRAFFIC SIGNALIZATION: Mechanic and Electrician.....	\$ 16.98 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.05 **	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 15.62 **	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 13.36 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to

which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of

the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current

negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

(9) PROCUREMENT OF RECOVERED MATERIALS

Contractor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certification to City of Port St. Lucie. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage for recovered material practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand (\$10,000) dollars or the value of the quantity acquired during the preceding fiscal year exceeds ten thousand (\$10,000) dollars; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for the procurement of recovered materials identified in the EPA guidelines.

In the performance of this Contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the Contract performance schedule; meeting Contract performance requirements; or at a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

The contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(10) PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming;

substantial or essential component; and telecommunications equipment or services have the meaning as defined in Title 2 CFR §200.216 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and as adopted by the U.S. Department of Treasury, as used in this clause—

(b) *Prohibitions.*

- (1) Section 889(F)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the ARPA to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (2) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing—

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during Contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The Contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

(11) RIGHT TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or

experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Contractor agrees to comply with the above requirements when applicable.

(12) DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(13) BUILD AMERICA, BUY AMERICA (BABA):

This agreement is for services related to a project that is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. 117-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget’s Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022, and Additional Guidance for Implementing the Build American, Buy American Act, August 23, 2023. Contractor shall comply with all BABA requirements.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act (BABA) shall file the required certification to the nonfederal entity with each bid or offer for an infrastructure project, unless the federal awarding agency waives a domestic preference requirement. Contractors and subcontractors certify that no federal financial assistance funding or nonfederal matching funds (if required) for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project were produced in the United States (BABA, Pub. L. No. 117-58, §§ 70901-52). Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with the BABA domestic preference requirement. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to the

federal awarding agency; subrecipients will forward disclosures to the recipient, who will, in turn, forward the disclosures to the federal awarding agency.

For federal financial assistance programs subject to BABA, contractors and subcontractors must sign and submit the attached certification to the next tier (e.g., subcontractors submit to the contractor; contractors submit to the subrecipient or recipient, as applicable) for each bid or offer for an infrastructure project that does not have an applicable BABA waiver. Contractor shall complete and return a fully executed certification to the City before beginning work on the project.

(14) ACCESS TO RECORDS

The contractor agrees to provide the City of Port St. Lucie, the U.S. Department of the Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers and records of the contractor which are directly pertinent to the Contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall maintain records for a period of five (5) years after all funds have been expended or returned to the City of Port St. Lucie, whichever is later.

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

The contractor agrees to permit the U.S. Department of the Treasury or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the Contract.

In compliance with the Disaster Recovery Act of 2018, the City of Port St. Lucie and the contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the U.S. Department of the Treasury or the Comptroller General of the United States.

(15) CHANGES

To be allowable under the ARPA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

(16) DHS SEAL, LOGO, AND FLAGS

The Contractor must obtain permission before using the DHS seal(s), logos, crests, reproductions of flags, or likenesses of DHS agency officials.

(17) COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

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

(18) NO OBLIGATION BY FEDERAL GOVERNMENT

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

(19) PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENT OR RELATED ACTS

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

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

(20) INCREASING SEAT BELT USE IN THE UNITED STATES

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), contractor should adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

(21) REDUCING TEXT MESSAGING WHILE DRIVING

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor should adopt and enforce policies that ban text messaging while driving and should establish workplace safety policies to decrease accidents caused by distracted drivers.

(22) PUBLICATIONS

Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient/Contractor] by the U.S. Department of the Treasury."

(23) COPYRIGHT AND DATA RIGHTS *(If applicable)*

License and Delivery of Works Subject to Copyright and Data Rights

The contractor grants to the City of Port St. Lucie, FL, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the Contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City of Port St. Lucie, FL or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or

video recordings, and architectural works. Upon or before the completion of this Contract, the contractor will deliver to the City of Port St. Lucie, FL data first produced in the performance of this Contract and data required by the Contract but not first produced in the performance of this Contract in formats acceptable by the City of Port St. Lucie, FL.

SECTION XXXIX
ENTIRE AGREEMENT

This Contract sets forth the entire agreement between Contractor and City with respect to the subject matter of this Contract. This Contract supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Contract may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

(Balance of page left intentionally blank)

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

CITY OF PORT ST. LUCIE FLORIDA

CONTRACTOR

By: _____ By: _____
Purchasing Agent Authorized Representative

NOTARIZATION AS TO AUTHORIZED REPRESENTATIVE'S EXECUTION

STATE OF FLORIDA)
) ss
COUNTY OF _____)

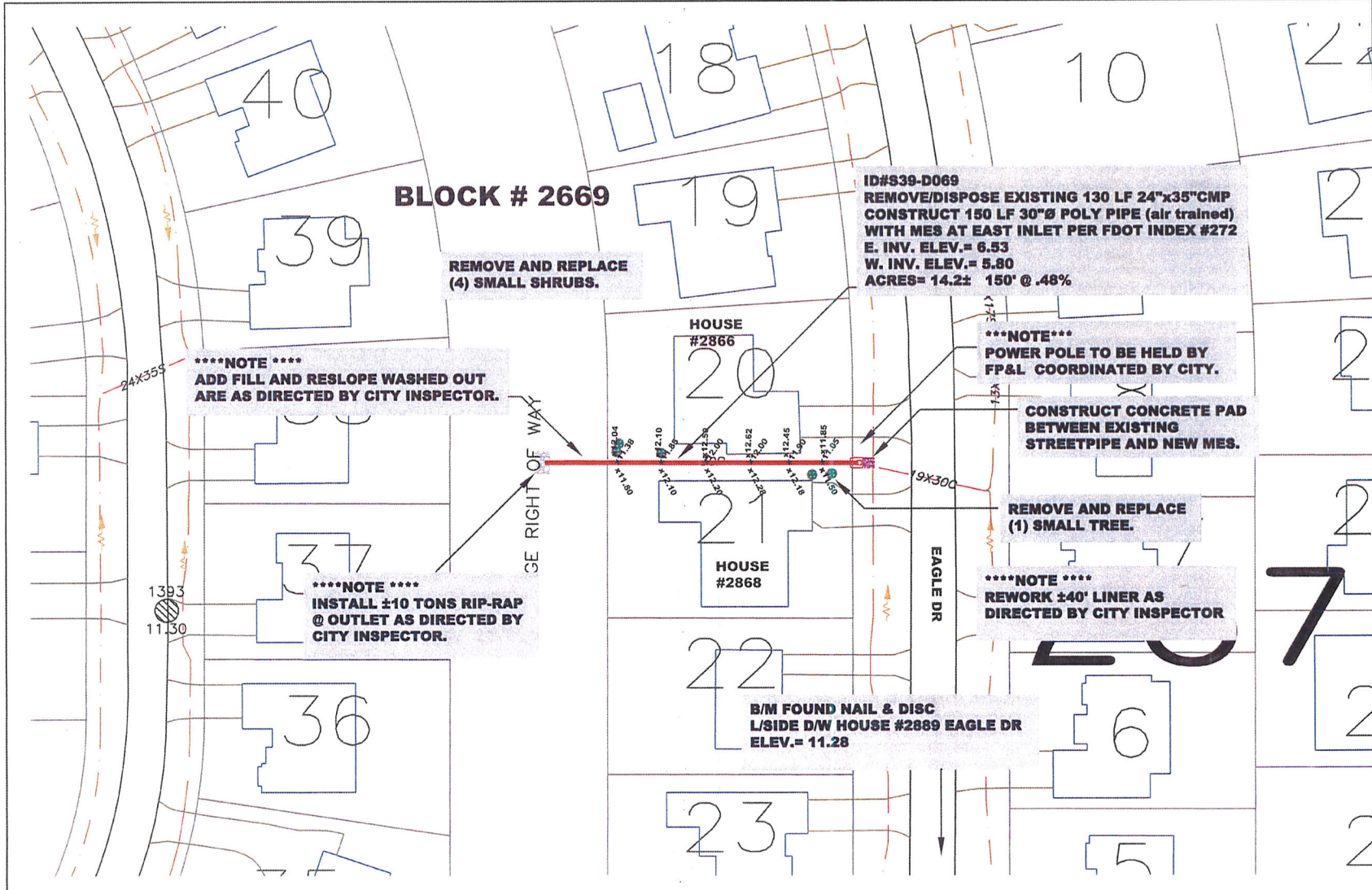
The foregoing instrument was acknowledged before me by [] physical presence or [] online notarization, this _____ day of _____, 20____, by _____ who is [] personally known to me, or who has [] produced the following identification:

_____.

Signature of Notary Public

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

NOTARY SEAL/STAMP



BLOCK # 2669

ID#S39-D069
REMOVE/DISPOSE EXISTING 130 LF 24"x35" CMP
CONSTRUCT 150 LF 30"Ø POLY PIPE (air trained)
WITH MES AT EAST INLET PER FDOT INDEX #272
E. INV. ELEV.= 6.53
W. INV. ELEV.= 5.80
ACRES= 14.2: 150' @ .48%

REMOVE AND REPLACE
(4) SMALL SHRUBS.

******NOTE ******
ADD FILL AND RESLOPE WASHED OUT
ARE AS DIRECTED BY CITY INSPECTOR.

******NOTE******
POWER POLE TO BE HELD BY
FP&L COORDINATED BY CITY.

CONSTRUCT CONCRETE PAD
BETWEEN EXISTING
STREETPIPE AND NEW MES.

REMOVE AND REPLACE
(1) SMALL TREE.

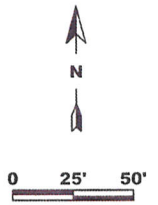
******NOTE ******
REWORK ±40' LINER AS
DIRECTED BY CITY INSPECTOR

******NOTE ******
INSTALL ±10 TONS RIP-RAP
@ OUTLET AS DIRECTED BY
CITY INSPECTOR.

B/M FOUND NAIL & DISC
L/SIDE D/W HOUSE #2869 EAGLE DR
ELEV.= 11.28

SE RIGHT OF WAY

EAGLE DR



Implement erosion and sediment controls prior to construction, to remain until completion.

Remove/replace fencing, shrubbery & irrigation as needed.

Sod all disturbed areas with like sod.

All M.O.T.lane closures must follow current F.D.O.T. Standards.

Water / Sewer Lines are for reference ONLY! Actual location and details are to be field verified.

REVISIONS	BY	DATE

PUBLIC WORKS DEPARTMENT

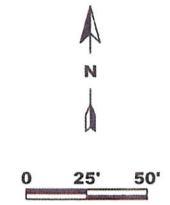
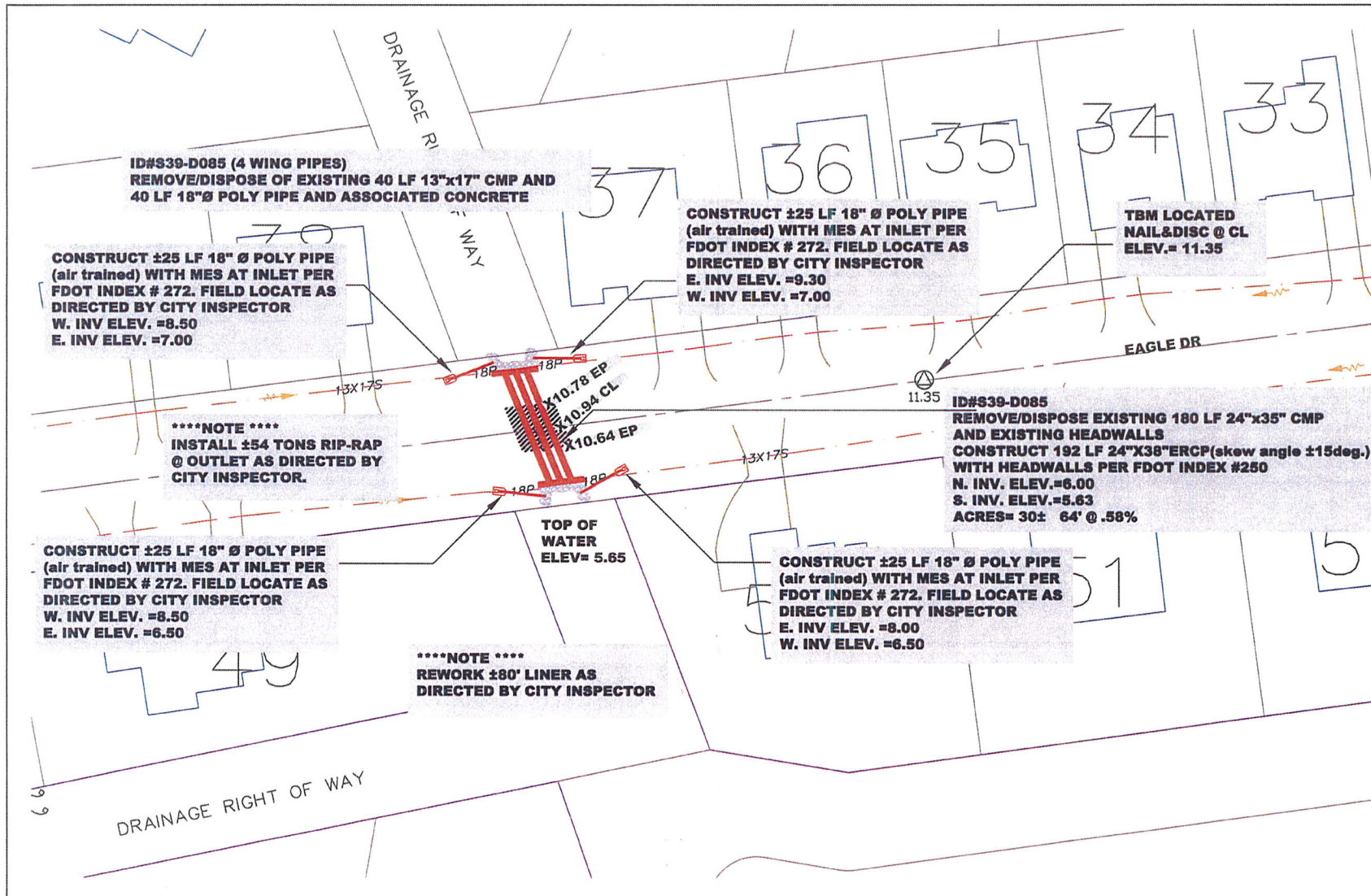


CITY OF PORT ST. LUCIE
121 S.W. PORT ST. LUCIE BLVD.
PORT ST. LUCIE, FL. 34984

ALWAYS CALL 811 TWO
 FULL BUSINESS DAYS
 BEFORE YOU DIG
 SUNSHINE11.COM

SIDE LOT PIPE
ID# S39-D069 WO#10489
EAGLE DR ±500 south OF PERU ST

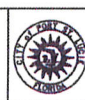
DESIGNED	BY	DATE
J.L.	J.L.	05-05-2017
DRAWN	J.L.	05-05-2017
CHECKED	D.G.	07-10-2017
APPROVED	C.S.	05-05-2018
FILE NAME: 10489S10.DWG		
SHEET		01 of 01



- Implement erosion and sediment controls prior to construction, to remain until completion.
- Remove/replace fencing, shrubbery & irrigation as needed.
- Sod all disturbed areas with like sod.
- Repair Road-Cut to match existing.
- All M.O.T.lane closures must follow current F.D.O.T. Standards.
- Water / Sewer Lines are for reference ONLY! Actual location and details are to be field verified.

REVISIONS	BY	DATE
S. INV. ELEV.=5.63 For util. clearance. Appr. by DG	JL	01-21-2017
N. INV. ELEV.=6.00	JL	01-22-2017

PUBLIC WORKS DEPARTMENT

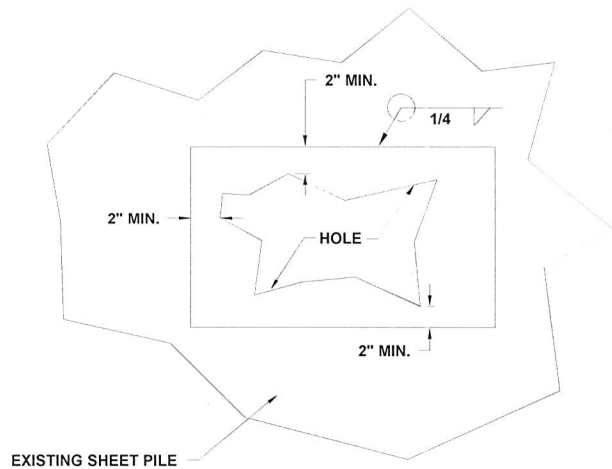


CITY OF PORT ST. LUCIE
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PORT ST. LUCIE, FL. 34984

ALWAYS CALL 811 TWO
FULL BUSINESS DAYS
BEFORE YOU DIG
SUNSHINE811.COM

CROSS STREET CULVERT
ID# S39-D085 WO#10870
EAGLE DR
±250 E. SOUTHBEND BLVD

DESIGNED	BY	DATE
DRAWN	J.L.	08-02-2016
CHECKED	C.S.	08-08-2016
APPROVED	C.S.	08-11-2016
FILE NAME: 10870S39.DWG		
SHEET	01 of 01	



1. SHEET PILING SHALL BE SCALED DOWN TO SOUND WHITE METAL PER SFWMD SP5 REQUIREMENTS AS LISTED IN SFWMD SPECIFICATION SECTION 09900, PROTECTIVE COATINGS, 1.02 C.4.
2. UPON COMPLETION OF THIS TREATMENT, ANY AREAS THAT HAVE HOLES PASSING THROUGH THE SHEETS SHALL BE PATCHED WITH 3/8" THICK A36 STEEL PLATE.
3. APPLY S-4 PROTECTIVE COATING SYSTEM PER SFWMD STANDARD SPECIFICATION SECTION 09900 PROTECTIVE COATINGS.

**TYPICAL SHEET PILE
PATCH PLATE DETAIL**

N.T.S.

SECTION 09900 PROTECTIVE COATINGS

PART 1 - GENERAL

1.01 SCOPE:

- A. Summary of Work: The CONTRACTOR shall provide coating on exterior and interior surfaces throughout the Project and which are listed in PART 2, with systems specified on "coating system" sheets at the end of this Section.
- B. Regulatory Requirements: In addition to requirements specified elsewhere for environmental protection, provide coating materials that conform to the restrictions of the local and regional jurisdiction. Notify the DISTRICT of any coating specified herein that fails to conform to the requirements for the location of the project or location of application.
 - 1. Lead Content: Use only coatings that are totally lead free.
 - 2. Chromate Content: Do not use coatings containing zinc-chromate or strontium chromate.
 - 3. Asbestos Content: Materials shall not contain asbestos.
 - 4. Mercury Content: Materials shall not contain mercury or mercury compounds.
 - 5. The specified maximum VOC content shall apply to the unthinned product.

1.02 APPLICABLE PUBLICATIONS:

- A. American National Standards Institute (ANSI):
 - 1. A 13.1 - Scheme for the Identification of Piping Systems
 - 2. Z 53.1 - Safety Color Code for Marking Physical Hazards
- B. American Society for Testing and Materials (ASTM):
 - 1. D4258 - Standard Practice for Surface Cleaning Concrete for Coating
 - 2. D4259 - Standard Practice for Abrading Concrete
 - 3. D4260 - Standard Practice for Acid Etching Concrete
 - 4. D4261 - Standard Practice for Surface Cleaning Concrete Unit Masonry for Coating
- C. Society for Protective Coatings (SSPC) Surface Preparation Specifications:
 - 1. SP1 - Solvent Cleaning: Removes oil, grease, soil, drawing and cutting compounds, and other soluble contaminants.
 - 2. SP2 - Hand Tool Cleaning: Removes loose mill scale, loose rust, loose paint and other loose foreign matter.
 - 3. SP3 - Power Tool Cleaning: Removes loose material. Not intended to remove all scale or rust.
 - 4. SP5 - White Metal Blast Cleaning: Removes all scale, rust, foreign matter. Leaves surface gray-white uniform metallic color.
 - 5. SP6 - Commercial Blast Cleaning: Two-thirds of each square inch free of all visible residues; remainder only light discoloration.
 - 6. SP7 - Brush-Off Blast Cleaning: Removes only loose material, remaining surface tight and abraded to give anchor pattern.
 - 7. SP10 - Near-White Blast Cleaning: At least 95% of each square inch shall be free of all visible residues.

8. SP11 - Power Tool Cleaning to Bare Metal

1.03 DEFINITIONS:

- A. Coating systems include surface preparation, prime coat (first coat), finish coats (second and third coats), inspection, cleaning, and touch-up of surfaces and equipment. Shop preparation, prime coat, and finish coats to be shop-applied may be specified elsewhere or referenced to this Section so that a complete system is specified and coordinated.
1. Where surface preparation and first (prime) coat are specified in other Sections to be shop-applied, such as for structural steel, hollow metal doors or equipment, only the touch-up and finish coats are a part of field painting. Surface preparation is the required degree of preparation prior to application of first (prime) coat regardless if done in shop or field.
 2. If materials are provided without shop primer such as miscellaneous steel or sheet metal, then surface preparation, first, second, and third coats are a part of field painting.
 3. Concealed surfaces are generally not required to have finish-coats unless otherwise specified, but prime coat should be applied and touched up prior to concealment.
 4. Where equipment and materials are provided with shop-applied finished coating system, only touch-up is a part of field painting.
 5. Refer to applicable Sections to determine whether surface preparation and first coat, or complete coating system, is to be shop-applied.
 6. The term "DFT" means minimum dry film thickness, with no tolerance for thinner films.

1.04 SUBMITTALS:

- A. Submit as specified in DIVISION 1.
- B. Submittals include, but are not limited to, the following:
1. Schedule of products and paint systems to be used. Schedule shall include the following information:
 - a. Surfaces for system to be applied
 - b. Surface preparation method and degree of cleanliness
 - c. Product manufacturer, name, and number
 - d. Method of application
 - e. Dry film thickness per coat of coating to be applied
 2. Color charts for selection and acceptance
 3. Product information
 - a. Manufacturer's data sheet for each product proposed
 - b. Technical and performance information that demonstrates compliance with the system performance and material requirements
 - c. Manufacturer's instructions and recommendations on surface preparation and application
 - d. Compatibility of shop and field applied coatings (where applicable)
 - e. Material Safety Data Sheet for each product used
 4. Certification by coating manufacturers that each coating is suitable for service intended as stated on each coating system sheet.

5. CONTRACTOR shall certify in writing to the DISTRICT that applicators have previously applied all the systems in this Specification and have the ability and equipment to prepare the surfaces and apply the coatings correctly.
6. Samples
 - a. Sample of each paint, finish, and other coating material on 8-1/2 inch by 11-inch sheet metal. Each sheet shall be completely coated over its entire surface with one coating material, type, or color.
 - b. Two sets of color samples that match each color selected by the DISTRICT from the manufacturer's color charts. The color designation shall be shown on the back of the color sample.
 - c. Two 2 foot by 2 foot concrete panels shall be constructed at the site in an area designated by the DISTRICT. On one panel, the CONTRACTOR shall apply the coating system required for water-retaining concrete interior surfaces and the system for concrete exterior surfaces on the other panel. The CONTRACTOR shall not begin coating the structure surfaces until the DISTRICT has accepted both panels. If the DISTRICT does not approve either panel, at its own expense the CONTRACTOR shall erect another, coat it, and request DISTRICT approval.

1.05 QUALIFICATIONS:

- A. Coating work shall be performed by an SSPC certified contractor having a minimum of Category QP 1 certification for work without hazardous paint removal, and Category QP 2 certification for work involving hazardous paint removal.

1.06 RESPONSIBILITIES: (Not Used)

1.07 CERTIFICATES AND TESTING: (Not Used)

1.08 INSPECTION COORDINATION:

- A. Prepainting Conference:
 1. Before field painting starts, representatives for the DISTRICT, CONTRACTOR, coating applicator, and coating manufacturer's technical representative shall meet with the DISTRICT'S personnel.
 2. Agenda for the meeting will include details of surface preparations and coating systems to ensure understanding and agreement by all parties for compliance.
- B. A coating report shall be completed daily by CONTRACTOR at each phase of the coating system starting with surface preparation. Reports shall be submitted on the form attached at end of this Section.
- C. In the event a problem occurs with coating system, surface preparation, or application, coating applicator and coating manufacturer's technical representative shall promptly investigate the problem and submit results to the DISTRICT.
- D. Whenever water tightness in a water-retaining structure is dependent upon work in other sections, the CONTRACTOR shall assume full responsibility for water tightness of the integrated assembly. Prior to starting work, CONTRACTOR shall meet with installers involved and with manufacturers of all materials involved to review Drawings and Specifications to insure that materials are being used properly and details are correct. A written report of this meeting shall be submitted to the DISTRICT. The report shall contain at least:

1. Meeting date and names and affiliations of those present and written statements from each installer and manufacturer of their acceptance of Drawings, Specifications and conditions, and of proposed use of their materials as proper for purposes shown.

1.09 WARRANTY:

- A. The MANUFACTURER shall warrant the EQUIPMENT, MATERIALS and PRODUCTS specified in this section against defective materials and workmanship with the MANUFACTURER'S standard warranty, but for no less than five years from the date of Substantial Completion, and as described in Article 13 of Section 00700 - General Terms and Conditions. If the MANUFACTURER'S standard warranty is less than the stipulated period, the MANUFACTURER shall provide a special MANUFACTURER'S extended warranty for the stipulated period, or a Maintenance Bond in the form attached herein, to extend the MANUFACTURER'S warranty period for the stipulated period.
- B. The CONTRACTOR shall warranty the WORK against defects for one year from the date of Substantial Completion and as described in Article 13 of Section 00700 - General Terms and Conditions.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS:

- A. Proprietary names and product numbers are specified in most systems for material identification from these manufacturers.
 1. Ameron International Performance Protective Coatings and Finishes Group
 2. Carboline Company, Inc.
 3. Chemrex
 4. ICI Devoe Coating Company
 5. Tnemec Company, Inc.
 6. Xypex Chemical, Ltd.

2.02 GENERAL:

- A. Materials furnished for each coating system must be compatible with the substrate.
- B. Single Manufacturer: All materials in each coating system shall be by the same coating manufacturer to assure compatibility of coatings.
- C. Compatibility: When shop-painted surfaces are to be field coated, the CONTRACTOR shall ascertain whether finish materials will be compatible with shop coating. Coatings of uncertain composition shall be removed completely before applying new coatings
- D. Colors:
 1. Color of finish coatings shall match accepted color samples.
 2. When second and finish coats of a system are of same type, CONTRACTOR shall tint or use an alternate color on second coat to enable visual coverage inspection of the third coat. When first and second coats only are specified and are of same or different types, tint or use an alternate color on first coat to enable visual coverage inspection of the second coat.
- E. Include on label of material containers:
 1. Manufacturer's name, product name, and number
 2. Type of paint and generic name

3. Color name and number
4. Storage and temperature limits
5. Mixing and application instructions, including requirements for precautions which must be taken
6. Drying, recoat, or curing time

2.03 COATING SYSTEMS: Specified on the "Coating System" sheets at the end of this Section.

2.04 SURFACES TO BE COATED:

<u>Generic Description</u>	<u>Specific Surfaces</u>	<u>System</u>
Steel, mild exposure, non-immersion, Interior	1. Hollow metal doors and frames 2. Miscellaneous steel	S-1
Steel, severe exposure, non-immersion, exterior or interior, where only marginal cleaning can be performed	Miscellaneous exposed steel surfaces	S-2
Steel equipment, prime coated, severe exposure, non-immersion, interior and exterior	1. Carbon steel in fabricated equipment for gate hoists and machinery	S-3
Steel and non-ferrous metal, severe exposure, buried and immersed, interior of tank, and piping and equipment immersed in tank or basin	1. Roller gates and associated steel 2. Steel Sheet Piling, Walls, Tierods and Accessories	S-4
Steel, surface temperatures between 350 and 1000 degrees F continuous	1. Exhaust piping and silencer	S-5
Steel tank exterior, severe UV exposure		S-6
Concrete and concrete masonry units,, mild exposure, non-immersion, interior and exterior	1. Precast Concrete Control Structure	C-1
Concrete water- and wastewater-retaining structures, interior and exterior	1. Channel walls 2. Wet well	C-3
Aluminum in contact with concrete or any other metal except galvanized steel	1. Railing posts	A-1

2.05 SURFACES NOT TO BE COATED:

- A. Factory finished equipment, except for touch-up or noted otherwise
- B. Metal surfaces of stainless steel, bronze, aluminum, and fiberglass
- C. Concrete, unless listed on specific surfaces above
- D. Machined surfaces
- E. Grease fittings
- F. Glass
- G. Equipment nameplates

- H. Platform gratings, stair treads, door thresholds, and other walking surfaces unless listed on specific surfaces above
- I. Concrete Floors unless listed above

PART 3 - EXECUTION

3.01 DELIVERY, STORAGE, AND HANDLING:

- A. Manufacturer Recommendations: Unless this specification requires otherwise, CONTRACTOR shall strictly follow the manufacturer's printed recommendations and instructions for storing and handling coating system materials.
- B. Delivery of Materials:
 - 1. Deliver in sealed containers with labels and information legible and intact. Containers shall also have correct labels with required information.
 - 2. CONTRACTOR shall allow sufficient time for testing if required.
- C. Storage of Materials: CONTRACTOR shall store under conditions recommended by the Material Safety Data Sheets
 - 1. All protective coating materials shall be used within the manufacturer's recommended shelf life.
 - 2. Store only acceptable materials on project site.
 - 3. Provide separate area and suitable containers for storage of coatings and related coating equipment.
 - 4. Dispose of used or leftover containers, thinners, rags, brushes, and rollers in accordance with applicable regulations.

3.02 PREPARATION FOR COATING:

- A. General: All surfaces to receive protective coatings shall be clean prior to application of coatings. The CONTRACTOR shall examine all surfaces to be coated, and shall correct all surface defects before application of any coating material. All marred or abraded spots on shop-primed and on factory-finished surfaces shall receive touch-up restoration prior to any coating application. Surfaces to be coated shall be dry and free of visible dust.
- B. Protection of surfaces not to be coated: Surfaces that are not to receive protective coatings shall be protected during surface preparation, cleaning, and coating operations.
- C. Hardware, lighting fixtures, switch plates, machined surfaces, couplings, shafts, bearings, nameplates on machinery, and other surfaces not to be painted shall be removed, masked, or otherwise protected. Drop cloths shall be provided to prevent coating materials from falling on or marring adjacent surfaces. The working parts of mechanical and electrical equipment shall be protected from damage during surface preparation and coating operations. Openings in motors shall be masked to prevent entry of coating or other materials.
- D. Care shall be exercised not to damage adjacent work during blast cleaning operations. Spray painting shall be conducted under carefully controlled conditions. The CONTRACTOR shall be fully responsible for and shall promptly repair any and all damage to adjacent work or adjoining property occurring from blast cleaning or coating operations.
- E. Protection of painted surfaces: Cleaning and coating shall be coordinated so that dust and other contaminants from the cleaning process will not fall on wet, newly coated surfaces.

3.03 SURFACE PREPARATION:

A. General

1. Prepare surfaces for each coating system conforming to SSPC or ASTM surface preparation specifications listed.
 - a. If grease or oils are present, SSPC-SP1 must precede any other method specified.
 - b. Remove surface irregularities such as weld spatter, burrs, or sharp edges, prior to specified surface preparation.
2. Depth of profile shall be as specified for each system, but in no instance shall it exceed one-third of the total dry-film thickness of complete system.
3. Prepare only those areas which will receive the first coat of the system on the same day.

B. Metals

1. The minimum abrasive blasting surface preparation shall be as indicated in the coating system sheets included at the end of this Section. Where there is a conflict between these specifications and the coating manufacturer's printed recommendations for the intended service, the higher degree of cleaning shall apply.
2. All sharp edges shall be rounded or chamfered, and all burrs, surface defects, and weld splatter shall be ground smooth prior to blast cleaning.
3. The type and size of abrasive shall be selected to produce a surface profile that meets the system sheet requirements for the particular coating and service conditions. Abrasives for submerged and severe service coating systems shall be clean, hard, sharp cutting crushed slag. Automated blasting systems shall not be used for surfaces that will be in submerged service. Metal shot or grit shall not be used for surfaces that will be in submerged service, even if subsequent abrasive blasting is planned to be one with hard, sharp cutting crushed slag.
4. Abrasive shall not be reused unless an automated blasting system is used for surfaces that will be in non-submerged service. For automated blasting systems, clean oil-free abrasives shall be maintained. The abrasive mix shall include at least 50 percent grit.
5. The CONTRACTOR shall comply with the applicable federal, state, and local air pollution control regulations for blast cleaning.
6. Compressed air for air blast cleaning shall be supplied at adequate pressure from well maintained compressors equipped with oil and moisture separators that remove at least 95 percent of the contaminants.
7. Surfaces shall be cleaned of all dust and residual particles of the cleaning operation by dry air blast cleaning, vacuuming, or another method prior to painting.
8. Enclosed areas and other areas where dust settling is a problem shall be vacuum cleaned and wiped with a tack cloth.
9. Damaged or defective coating shall be removed by the blast cleaning to meet the clean surface requirements before recoating.
10. If the required abrasive blast cleaning will damage adjacent work, the area to be cleaned is less than 100 square feet, and the coated surface will not be submerged in service, then SSPC SP2 or SSPC SP3 may be used.
11. Shop applied coatings of unknown composition shall be completely removed before the indicated coatings are applied. Valves, castings, ductile iron pipe, and fabricated pipe or equipment shall be examined for the presence of shop-applied temporary coatings. Temporary coatings shall be completely removed by solvent cleaning per SSPC SP1 before the abrasive blast cleaning work is started.
12. Shop primed equipment shall be solvent cleaned in the field before finish coats are applied.

C. Concrete and Concrete Masonry Units

1. Surface preparation shall not begin until at least 30 days after the concrete or masonry has been placed.
2. All oil, grease, and form release and curing compounds shall be removed by detergent cleaning per SSPC SP1 before abrasive blast cleaning.
3. Concrete, concrete block masonry surfaces and deteriorated concrete surfaces to be coated shall be abrasive blast cleaned to remove existing coatings, laitance, deteriorated concrete, and to roughen the surface equivalent to the surface of the No. 80 grit flint sandpaper.
4. If acid etching is required by the coating application instructions, the treatment shall be made after abrasive blasting. After etching, CONTRACTOR shall rinse surfaces with water and test the pH. The pH shall be between neutral and 8.
5. Surfaces shall be clean and as recommended by the coating manufacturer before coating is started.
6. Unless required for proper adhesion, surfaces shall be dry prior to coating. The presence of moisture shall be determined with a moisture detection device such as Delmhorst Model DB, or equal.

3.04 APPLICATION:

- A. CONTRACTOR shall apply coatings in accordance with coating manufacturer's recommendations. Materials shall be thoroughly stirred, strained, and kept at uniform consistency during application. Coatings from different manufacturers shall not be mixed together.
- B. Use properly designed brushes, rollers, and spray equipment for all applications.
- C. On unprimed surfaces apply first coat of the system the same day as surface preparation.
- D. Cleaned surfaces and all coats shall be inspected prior to each succeeding coat. The CONTRACTOR shall schedule such inspection with the DISTRICT in advance.
- E. Blast cleaned ferrous metal surfaces shall be painted before any rusting or other deterioration of the surface occurs. Blast cleaning shall be limited to only those surfaces that can be coated in the same working day.
- F. Special attention shall be given to edges, angles, weld seams, flanges, nuts and bolts, and other places where insufficient film thicknesses are likely to be present. Use stripe painting for these areas.
- G. Dry-film thickness of each system shall be at least as thick as the minimum specified. Maximum dry-film thickness shall not exceed the minimum more than 20% or coating manufacturer's requirements, whichever is less. Where a dry-film thickness range is specified, the thickness shall not be outside the range.
- H. Shop and field painting shall not be applied within 3 inches of unprepared surface of any substrate such as areas to be welded or bolted.
- I. Environmental Conditions:
 1. Atmospheric temperature must be 50 degrees Fahrenheit or higher during application, unless approved in writing by coating manufacturer. Do not apply coatings when inclement weather or freezing temperature may occur during the curing time interval.
 2. Wind velocities for exterior applications shall be at a minimum to prevent overspray or fallout and not greater than coating manufacturer's limits.
 3. Relative humidity must be less than 85% and the temperature of the surface to be painted must be at least 5 degrees above the dew point.

4. Provide adequate ventilation in all areas of application to ensure that at no time does the content of air exceed the Threshold Limit Value given on the manufacturer's Material Safety Data Sheets for the specific coatings being applied.
- J. Recoat Time: In the event a coating, such as an epoxy, has exceeded its recoat time limit, prepare the previously applied coating in accordance with manufacturer's recommendations.
- K. Protection:
1. Cover or otherwise protect surfaces not to be painted. Remove protective materials when appropriate.
 2. Mask, remove, or otherwise protect finish hardware, machined surfaces, grilles, lighting fixtures, and prefinished units as necessary.
 3. Provide cover or shields to prevent surface preparation media and coatings from entering orifices in electrical or mechanical equipment. Where ventilation systems must be kept in operation at time of surface preparation, take precautions to shield intakes and exhausts to prevent the materials from entering system or being dispersed.
 4. Provide signs to indicate fresh paint areas.
 5. Provide daily cleanup of both storage and working areas and removal of all paint refuse, trash, rags, and thinners. Dispose of leftover containers, thinners, rags, brushes, and rollers that cannot be reused in accordance with applicable regulations.
 6. Do not remove or paint over equipment data plates, code stamps on piping, or UL fire-rating labels.

3.05 INSPECTION:

- A. CONTRACTOR shall provide and use a wet-film gauge to check each application approximately every 15 minutes in order to immediately correct film thickness under or over that specified.
- B. On ferrous surfaces, measurements shall be made with one of the thickness gauges listed below. The gauge shall be calibrated on metal practically identical in composition and surface preparation to that being coated and be of substantially the same thickness, except that for measurements on metal thicker than 1/4 inch, the instrument may be calibrated on metal with a minimum thickness of 1/4 inch. When calibrating any of the gauges for making film measurements of over 3 mils, the calibrating thickness standards (shims) shall be of non-metallic composition. Where only one thickness criterion is specified, the calibrating shim thickness shall closely approximate the specified thickness, but where both thicknesses are specified, the shim's thickness shall closely approximate an average of the two. Calibrating instructions, thickness standards and, in the case of the Mikrotest gauge, a calibrating tool, should be obtained from the manufacturer or supplier of the gauge. Authorized thickness gauges are:
1. General Electric, Type B, General Electric Company
 2. Mikrotest, Elektrophysik - Koln
 3. Elcometer, Elcometer Instruments, Ltd.
 4. Inspector Gage, Elcometer Instruments, Ltd.
 5. Minitector, Elcometer Instruments, Ltd.
- C. Use holiday or pinhole detector on systems over metal substrates to detect and correct voids when indicated on system sheet.
- D. Furnish a sling psychrometer and perform periodic checks on both relative humidity and temperature limits.
- E. Check temperature of the substrate at regular intervals to be certain surface is 5 degrees Fahrenheit or more above the dew point.

3.06 CLEANING AND REPAIRS:

- A. Remove spilled, dripped, or splattered paint from surfaces.
- B. Touch up and restore damaged finishes to original condition. This includes surface preparation and application of coatings specified.

END OF SECTION

<p>South Florida Water Management District 3301 Gun Club Road West Palm Beach, FL 33406</p>	<p>PROTECTIVE COATING SYSTEM</p>	
	<p>System S-1</p>	
<p><u>SERVICE:</u></p> <p>Surface Preparation:</p> <p>First Coat:</p> <p>Second Coat:</p> <p>Third Coat (Exterior):</p> <p>System Total:</p> <p>Volatile Organic Content:</p>	<p>Steel, Mild Exposure, Non-Immersion, Interior</p> <p>Field: SSPC-SP1 and SP6. Clean and dry.</p> <p>High solids polyamine or polyamide epoxy with minimum 67% solids by volume. Spray Applications; apply at 5.0 - 8.0 mils DFT. Brush applications, apply at 4.0 mils DFT.</p> <p>Same as first coat.</p> <p>Note: Second coat required only for brush applications.</p> <p>Not required.</p> <p>Minimum 8.0 mils dry film thickness.</p> <p>Maximum 3.5 lbs/gal (425 g/l).</p>	
<p>COATING MANUFACTURER</p>	<p>PRODUCT DESIGNATION</p>	
	<p>FIRST COAT</p>	<p>SECOND COAT</p>
<p>Ameron</p>	<p>Amerlock 400</p>	<p>Same as first coat</p>
<p>Carboline</p>	<p>Carboguard 890</p>	<p>Same as first coat</p>
<p>ICI Devoe</p>	<p>Devran 224HS</p>	<p>Same as first coat</p>
<p>Themec</p>	<p>Hi-Build Epoxoline 66</p>	<p>Same as first coat</p>

<p>South Florida Water Management District 3301 Gun Club Road West Palm Beach, Florida 33406</p>	<p>PROTECTIVE COATING SYSTEM</p>		
	<p>System S-2</p>		
<p><u>SERVICE:</u> Steel, Severe Exposure, Non-Immersion, Exterior or Interior, where only marginal cleaning can be performed</p> <p>Surface Preparation: Field: SSPC-SP1 and SP3. Clean and dry.</p> <p>First (prime) Coat: Polyamidoamine epoxy with wetting and penetrating properties and with 98% solids by volume. Apply at 1.5 to 2.0 mils dry film thickness.</p> <p>Second Coat: High build polyamide epoxy with minimum 65% solids by volume. Apply at 5.0 mils dry film thickness.</p> <p>Third Coat (Exterior): High solids aliphatic or acrylic polyurethane gloss enamel with minimum 65% solids by volume. Apply at 2.0 mils dry film thickness.</p> <p>System Total: Minimum 8.5 mils dry film thickness, Exterior. Minimum 6.5 mils dry film thickness, Interior.</p> <p>Volatile Organic Content: Maximum 2.8 lbs/gal (340 g/l).</p>			
<p>COATING MANUFACTURER</p>	<p>PRODUCT DESIGNATION</p>		
	<p>FIRST COAT</p>	<p>SECOND COAT</p>	<p>THIRD COAT</p>
<p>Carboline</p> <p>ICI Devoe</p> <p>Tnemec</p>	<p>Carboguard 890</p> <p>Bar-Rust 231</p> <p>Chembuild 135</p>	<p>Same as first coat</p> <p>Devran 224HS</p> <p>Not Applicable</p>	<p>Carboline 133HB</p> <p>Devthane 379H</p> <p>Endura-Shield 1074</p>

<p>South Florida Water Management District 3301 Gun Club Road West Palm Beach, Florida 33406</p>		<p align="center">PROTECTIVE COATING SYSTEM</p>	
		<p align="center">System S-3</p>	
<p><u>SERVICE:</u></p> <p>Surface Preparation:</p> <p>First Coat: (Field)</p> <p>Second Coat Interior:</p> <p>Second Coat Exterior:</p> <p>System Total:</p> <p>Volatile Organic Content:</p>		<p>Equipment, Factory Coated, Severe Exposure, Non-Immersion, Exterior or Interior</p> <p>Field First Coat: SSPC-SP1 and SP6. Clean and dry.</p> <p>Modified vinyl-alkyd or epoxy-mastic, compatible with existing and new finish. Apply at 1.5 to 2.0 mils dry film thickness.</p> <p>High build polyamide epoxy with minimum 50% solids by volume. Apply at 5.0 mils dry film thickness.</p> <p>High solids aliphatic or acrylic polyurethane gloss enamel with minimum 52% solids by volume. Apply at 2.0 mils dry film thickness.</p> <p>Interior: 6.5 mils dry film thickness in addition to existing coating. Exterior: 3.5 mils dry film thickness in addition to existing coating. Check for voids with holiday or pinhole detector.</p> <p>Maximum 3.5 lbs/gal (425 g/l).</p>	
<p align="center">COATING MANUFACTURER</p>	<p align="center">PRODUCT DESIGNATION</p>		
	<p>FIRST COAT</p>	<p>SECOND COAT (INT)</p>	<p>SECOND COAT (EXT)</p>
<p>Ameron</p> <p>Carboline</p> <p>ICI Devoe</p> <p>Tnemec</p>	<p>Amercoat 385</p> <p>Carbomastic 15</p> <p>Bar-Rust 231</p> <p>Chem-Prime 37H (for epoxy) Poly-Ura-Prime 50 (for urethane)</p>	<p>Same as first coat</p> <p>Carboguard 890</p> <p>Devran 224 HS</p> <p>Hi-Build Epoxoline 66</p>	<p>Amerguard 450HS</p> <p>Carboline 134 HG</p> <p>Devthane 379H</p> <p>Endura-Shield 1074</p>

<p align="center">South Florida Water Management District 3301 Gun Club Road West Palm Beach, Florida 33406</p>		<p>PROTECTIVE COATING SYSTEM</p>		
		<p>System S-4</p>		
<p><u>SERVICE:</u></p> <p>Surface Preparation:</p> <p>First Coat:</p> <p>Second Coat:</p> <p>Third Coat:</p> <p>System Total:</p> <p>Volatile Organic Content:</p>		<p>Steel and Non-Ferrous Metals, Severe Exposure. Buried and Immersed, Interior of Tank, Piping or Equipment Immersed in Tank or Basin.</p> <p>Shop or Field First Coat: SSPC-SP10, and profile depth of 1.5 to 2.5 mils.</p> <p>Field Touch-Up: Same as for First Coat.</p> <p>High solids amine or polyamidoamine epoxy coating with minimum 67% solids by volume. Apply at 5.0 mils dry film thickness.</p> <p>Same as first coat.</p> <p>Same as first coat.</p> <p>Minimum 10.0 mils dry film thickness. Check for voids with holiday or pinhole detector.</p> <p>Maximum 2.8 lbs/gal (340 g/l).</p>		
<p>COATING MANUFACTURER</p>		<p>PRODUCT DESIGNATION</p>		
		<p>FIRST COAT</p>	<p>SECOND COAT</p>	<p>THIRD COAT</p>
<p>Ameron</p>		<p>Amerlock 400</p>	<p>Same as first coat</p>	<p>Same as first coat</p>
<p>Carboline</p>		<p>Carboguard 890</p>	<p>Same as first coat</p>	<p>Same as first coat</p>
<p>Devoe</p>		<p>Devchem 253</p>	<p>Same as first coat</p>	<p>Same as first coat</p>
<p>Tnemec</p>		<p>Hi-Build Epoxoline 66</p>	<p>Same as first coat</p>	<p>Same as first coat</p>

<p>South Florida Water Management District 3301 Gun Club Road West Palm Beach, Florida 33406</p>	<p>PROTECTIVE COATING SYSTEM</p>	
	<p>System S-5</p>	
<p><u>SERVICE:</u> Steel, Surface Temperatures 350 to 1000 degrees F, Continuous</p> <p>Surface Preparation: Shop or Field First Coat: SSPC-1, SP10, and profile depth 1 mil. Field Touch-Up: SSPC-6 and profile depth 1 mil.</p> <p>First Coat: Silicone aluminum. Aluminum or grey color. Apply at 1.0 to 1.5 mils dry film thickness, or greater as required by manufacturer.</p> <p>Second Coat: Same as first coat.</p> <p>Third Coat: Not required.</p> <p>System Total: Minimum 2.0 to 3.0 mils dry film thickness.</p> <p>Volatile Organic Content: Maximum 5.2 lbs/gal (623 g/l).</p>		
<p>COATING MANUFACTURER</p>	<p>PRODUCT DESIGNATION</p>	
	<p>FIRST COAT</p>	<p>SECOND COAT</p>
<p>Ameron</p>	<p>Amercoat 872</p>	<p>Amercoat 873</p>
<p>Carboline</p>	<p>Carbozinc 11</p>	<p>Thermaline 4700 Aluminum</p>
<p>Devoe</p>	<p>HT-12</p>	<p>Same as first coat</p>
<p>Tnemec</p>	<p>Silicone Aluminum 39-1261</p>	<p>Same as first coat</p>

<p>South Florida Water Management District 3301 Gun Club Road West Palm Beach, Florida 33406</p>	<p>PROTECTIVE COATING SYSTEM</p>		
	<p>System S-6</p>		
<p>SERVICE: Steel tank exterior, severe UV exposure</p> <p>Surface Preparation: SP-6, commercial blast clean</p> <p>First Coat: single component, zinc rich moisture cure urethane, 4 mils</p> <p>Second Coat: single component moisture cure urethane, 4 mils</p> <p>Third Coat: single component moisture cure urethane, gloss, 2 mils</p> <p>System Total: 10 mils</p> <p>Volatile Organic Content: 2.8 lb per gal (340 g/L)</p>			
<p>COATING MANUFACTURER</p>	<p>PRODUCT DESIGNATION</p>		
	<p>FIRST COAT</p>	<p>SECOND COAT</p>	<p>THIRD COAT</p>
<p>Wasser High Tech Coatings</p> <p>Sherwin Williams</p>	<p>MC-Zinc</p> <p>Corothane I Zinc Primer</p>	<p>MC-CR</p> <p>Corothane I Aliphatic Finish Coat</p>	<p>MC-Shieldcoat</p> <p>Corothane I HS Aliphatic Finish Coat</p>

South Florida Water Management District 3301 Gun Club Road West Palm Beach, Florida 33406	PROTECTIVE COATING SYSTEM
	System S-7

<u>SERVICE:</u>	Steel and Non-Ferrous Metals, Severe Exposure. Buried and Immersed, Interior of Tank, Piping or Equipment Immersed in Tank or Basin.
Surface Preparation:	SSPC-1 to remove all grease and oils, soluble salt removal (if necessary) SSPC-5 (white metal) to achieve a surface profile of 1.0 – 2.0 mils
First Coat:	Moisture Cured Urethane Zinc Primer with out MIO
Second Coat:	Moisture Cured Urethane Coal Tar
Third Coat:	Same as second coat.
System Total:	Minimum 15.0 mils dry film thickness. Check for voids with holiday or pinhole detector.
Volatile Organic Content:	Maximum 2.8 lbs/gal (340 g/l).

COATING MANUFACTURER	PRODUCT DESIGNATION		
	FIRST COAT	SECOND COAT	THIRD COAT
Wasser	MC-Zinc	MC-Tar	Same as second coat
Sherwin Williams	Zinc Clad 221MCU Zinc Tneme-Zinc 90-1K97	Corothane I Coal Tar Black Omnithane Hydrocarb X 546	Same as second coat Same as second coat
Tneme Xymax	Mono Zinc Ultra 2401	Mono Guard 6201	Same as second coat

South Florida Water Management District 3301 Gun Club Road West Palm Beach, Florida 33406		PROTECTIVE COATING SYSTEM		
		System C-1		
<u>SERVICE:</u>		Concrete and Concrete Masonry Units, Mild Exposure, Non-Immersion, Exterior or Interior		
Surface Preparation:		Concrete: ASTM D 4258, clean and dry, free from grease, oil, and any other contamination. Remove protrusions. Fill pits in concrete with patching compound as recommended by coating manufacturer. CMU: ASTM D 4261, clean and dry, free from grease, oil, and any other contamination. Remove protrusions.		
First Coat:		Acrylic Latex block filler with minimum 44% solids by volume. Apply at approximately 800 square feet per gallon on concrete and as required to fill pores on CMU.		
Second Coat:		Water reducible acrylic coating with minimum 34% solids by volume, gloss finish. Apply at 2.0 mils dry film thickness.		
Third Coat:		Same as second coat.		
System Total:		Minimum 4.0 mils dry film thickness in addition to filler.		
Volatile Organic Content:		Maximum 2.8 lbs/gal (340 g/l).		
COATING MANUFACTURER		PRODUCT DESIGNATION		
		FIRST COAT	SECOND COAT	THIRD COAT
Ameron		Nu-Klad 105A Nu-Klad 112A	Amercoat 220	Same as second coat
Carboline		Carbocrylic 650 Carbocrylic 120	Carbocrylic 3359	Same as second coat
ICI Devoe		Bloxfil 4000	Devflex 4208	Same as second coat
Tnemec		Envirofill 130	Tneme-Cryl 6	Same as second coat

<p>South Florida Water Management District 3301 Gun Club Road West Palm Beach, Florida 33406</p>	<p>PROTECTIVE COATING SYSTEM</p>		
	<p>System C-2</p>		
<p><u>SERVICE:</u></p> <p>Surface Preparation:</p> <p>First Coat:</p> <p>Second Coat:</p> <p>Third Coat:</p> <p>System Total:</p> <p>Volatile Organic Content:</p>	<p>Concrete and Concrete Masonry Units, Severe Exposure, Non-Immersion, Interior</p> <p>Concrete: ASTM D4258, clean and dry, free from grease, oil, and any other contamination. Remove protrusions. Fill pits in concrete with patching compound as recommended by coating manufacturer.</p> <p>CMU: ASTM D 4261, clean and dry, free from grease, oil, and any other contamination. Remove protrusions.</p> <p>Sealer and primer as recommended by manufacturer</p> <p>Concrete: High solids epoxy with minimum 75% solids by volume. Apply at 5.0 to 8.0 mils dry film thickness.</p> <p>CMU: High solids epoxy block filler with minimum 60% solids by volume. Apply at 10.0 to 20.0 mils dry film thickness and as required to fill pores.</p> <p>Concrete & CMU: High solids epoxy with minimum 75% solids by volume. Apply at 5.0 to 8.0 mils dry film thickness. Semigloss or gloss finish.</p> <p>Concrete: Minimum 10.0 mils dry film thickness. CMU: Minimum 15.0 mils dry film thickness.</p> <p>Maximum 3.5 lbs/gal (425 g/l).</p>		
<p>COATING MANUFACTURER</p>	<p>PRODUCT DESIGNATION</p>		
<p>Concrete and CMU</p> <p>Ameron</p> <p>Carboline</p> <p>ICI Devoe</p> <p>Tnemec</p>	<p>FIRST COAT</p> <p>Amerlock 400</p> <p>Carboguard 1340</p> <p>Pre-Prime 167</p> <p>H.S Epoxy 104</p>	<p>SECOND COAT</p> <p>Amercoat 385</p> <p>Carboguard 890</p> <p>Devran 224 HS</p> <p>HS Epoxy 104</p>	<p>THIRD COAT</p> <p>Amercoat 385</p> <p>Carboguard 890 or 891</p> <p>Devran 224 HS</p> <p>H.S. Epoxy 104</p>

<p>South Florida Water Management District 3301 Gun Club Road West Palm Beach, Florida 33406</p>	<p>PROTECTIVE COATING SYSTEM</p>	
	<p>System C-3</p>	
<p><u>SERVICE:</u> Concrete Water- and Wastewater-Retaining Structures, Interior</p> <p>Surface Preparation: Per manufacturer recommendations</p> <p>First Layer: (Interior) Two coats of cementitious crystalline coating containing catalytic chemicals which migrate into the concrete using moisture present in the concrete as the migrating medium, and which cause the moisture and the unhydrated cement in the concrete to react causing the growth of nonsoluble crystals, thereby rendering the concrete itself waterproof</p> <p>(Exterior) breathable high-build, waterproof cement-based coating. Bonding agent shall be mixed with the coating to improve adhesion to substrate</p> <p>Second Layer: (Exterior) Two coats of a breathable, water based, acrylic emulsion coating that will resist ultraviolet light, alkali, acid, and mildew</p> <p>Third Coat: Not required</p> <p>System Total Thickness: As manufacturer recommends</p>		
<p>COATING MANUFACTURER</p>	<p>PRODUCT DESIGNATION</p>	
	<p>FIRST COAT</p>	<p>SECOND COAT</p>
<p>Xypex Chemical, Ltd</p>	<p>(interior) Concentrate</p> <p>(exterior)</p>	<p>Modified</p>
<p>Chemrex</p>	<p>Thorseal, modified by Acryl 60, proportion per manufacturer</p>	<p>Thorosheen</p>

<p>South Florida Water Management District 3301 Gun Club Road West Palm Beach, Florida 33406</p>		<p align="center">PROTECTIVE COATING SYSTEM</p>	
		<p align="center">System W-1</p>	
<p><u>SERVICE:</u> Gypsum Board and Plaster, Mild Exposure, Interior Walls</p> <p>Surface Preparation: Clean and dry.</p> <p>First Coat: Acrylic Sealer. Apply at 1.5 to 2.0 mils dry film thickness.</p> <p>Second Coat: Water reducible acrylic coating with minimum 34% solids by volume, semi-gloss finish. Apply at 1.5 mils dry film thickness.</p> <p>Third Coat: Same as second coat</p> <p>System Total: Minimum 4.5 mils dry film thickness.</p> <p>Volatile Organic Content: Maximum 2.8 lbs/gal (340 g/l).</p>			
<p align="center">COATING MANUFACTURER</p>	<p align="center">PRODUCT DESIGNATION</p>		
	<p align="center">FIRST COAT</p>	<p align="center">SECOND COAT</p>	<p align="center">THIRD COAT</p>
<p>Ameron</p> <p>Carboline</p> <p>Devoe</p> <p>Tnemec</p>	<p>Amercoat 148</p> <p>Carbocrylic 120</p> <p>Devflex 4020PF</p> <p>PVA Sealer 51-792</p>	<p>Amercoat 220</p> <p>Carbocrylic 3359</p> <p>Devflex 4208QD</p> <p>H.B. Tneme-Tufcoat 113</p>	<p>Same as second coat</p> <p>Same as second coat</p> <p>Same as second coat</p> <p>Same as second coat</p>

<p>South Florida Water Management District 3301 Gun Club Road West Palm Beach, Florida 33406</p>	<p>PROTECTIVE COATING SYSTEM</p>	
	<p>System A-1</p>	
<p><u>SERVICE:</u></p> <p>Surface Preparation:</p> <p>First Coat:</p> <p>Second Coat:</p> <p>Third Coat:</p> <p>System Total:</p> <p>Volatile Organic Content:</p>	<p>Aluminum in contact with concrete or any other metal except galvanized steel</p> <p>Field: SSPC-SP1. Clean and dry</p> <p>High solids polyamine or polyamide epoxy with minimum 67 % solids by volume. Brush apply to surfaces to be in contact at 4.0 mils DFT</p> <p>Same as first coat</p> <p>Not required</p> <p>Minimum 8 mils DFT</p> <p>Maximum 3.5 lbs/gal (425 g/l)</p>	
<p>COATING MANUFACTURER</p>	<p>PRODUCT DESIGNATION</p>	
	<p>FIRST COAT</p>	<p>SECOND COAT</p>
<p>Ameron</p> <p>Carboline</p> <p>ICI Devoe</p> <p>Tnemec</p>	<p>Amerlock 400</p> <p>Carboguard 890</p> <p>Devran 224HS</p> <p>Hi-Build Epoxoline 66</p>	<p>Same as first coat</p> <p>Same as first coat</p> <p>Same as first coat</p> <p>Same as first coat</p>

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 Keith Stewart, Issuing Officer, for the procurement of these services.

All questions regarding this Solicitation are to be submitted in writing to Keith Stewart, Procurement Manager with the Procurement Management Department via e-mail: kstewart@cityofpsl.com, or by phone 772-344-4068 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: _____



DRUG-FREE WORKPLACE FORM
E-RFP #20240060

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

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS

Vendor Name: _____
Vendor FEIN: _____
Authorized Representative's Name: _____
Authorized Representative's Title: _____
Address: _____
City, State and Zip Code: _____
Phone Number: _____
Email Address: _____

Sections 287.135 and 215.473, Florida Statutes, prohibit Florida municipalities 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 to engage in any Business operations with Cuba or Syria. Sections 287.135 and 215.4725 also prohibit Florida municipalities from contracting with companies, for goods or services in any amount that are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of "Scrutinized Companies" can be found at the following link:
<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyReports.aspx>

As the person authorized to sign on behalf of the Respondent Vendor, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. I understand that pursuant to Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject the Respondent Vendor to civil penalties, attorney's fees, and/or costs.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Authorized Signature

Print Name

Signature



PORT ST. LUCIE
HEART OF THE TREASURE COAST

NON-COLLUSION AFFIDAVIT
EBID#20240060

State of _____ }

County of _____ }

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

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

has submitted the attached PROPOSAL;

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

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

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

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

(Signed) _____

(Title) _____

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

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

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

Commission No. _____

Notary Print: _____

Notary Signature: _____



E-Verify Form

Supplier/Consultant acknowledges and agrees to the following:

1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Supplier/Consultant during the term of the contract; and
2. Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
3. The Contractor hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. The Contractor further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095 Florida Statutes, during the term of this contract and all attributed renewals.
4. The Contractor hereby warrants that it has not had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this contract. If the Contractor has a contract terminated by a public employer for any such violation during the term of this contract, it must provide immediate notice thereof to the City.

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: _____

CONTRACTOR'S GENERAL INFORMATION WORK SHEET
eBID #20240060

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

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

Dated at _____, this _____ day of _____, 2024
(Location)

Name of Organization/Contractor: _____

By: _____
Name and Title

1. Corporation, Partnership, Joint Venture, Individual or other? _____

2. Firm's name and main office address, telephone, and fax numbers

Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

3. Contact person: _____ Email: _____

4. Firm's previous names (if any). _____

5. How many years has your organization been in business? _____

6. Total number of staff at this location: _____ Total number of staff on the Treasure Coast: _____

7. Is the Firm a minority business: YES / NO

If no, is your company planning to implement such a program? _____

8. Is the firm claiming Local Preference under City Ordinance 35.12? YES / NO

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

Addendum Number	Date Issued	Addendum Number	Date Issued

10. **BID RESPONSE:**

- 11.1 Bidder will / will not accept the Purchasing Card (Visa).
(please circle one)
- 11.2 Percentage of discount when payment is made with Visa: _____%
*Please Note: The City has implemented a **Purchasing Card Program**. The Bidder can take advantage of this project and in consideration receive payment within several days instead of the City's payment policy. Any percentage off the bid price for the acceptance of Visa will be consideration in the bid award. If no such percentage is given, the City shall assume zero (0) percent discount applies.*
- 11.3 Bid Reply Total from Cost Worksheet – Schedule “A”: \$ _____
(This figure must match the Cost Worksheet and the figure that is to be used on the DemandStar web page. Discrepancies between the Cost Worksheet spreadsheet uploaded on DemandStar, the dollar amount listed on the web page at the time of submittal and the Cost Work Sheet #20240060 uploaded on DemandStar will be resolved in favor of the Cost Worksheet – Schedule “A” that is uploaded at time of submittal.)

Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item shall be offered shall be shown, and such price shall include packing and shipping unless otherwise specified. A total shall be entered in the “Total” column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will supersede. The total amount shall be entered on line 11.3 above and entered on the DemandStar web page. The City reserves the right to split the award, if in the City’s opinion such a split is in the best interest of the City.

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

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

Project Number 1

Project Name:

Description:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Date of Completion:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 2

Project Name:

Description:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Date of Completion:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 3

Project Name:

Description:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Date of Completion:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 4

Project Name:

Description:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Date of Completion:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 5

Project Name:

Description:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Date of Completion:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

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

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

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

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

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

_____ Project Number 1

Project Name: _____

Project Location: _____

Client Name and Phone Number: _____

Engineer Name and Phone Number: _____

Date: _____

Reason: _____

Insert additional projects if needed.

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

Yes () No ()

If yes, please explain:

17. List any lawsuits pending or completed within the past five (5) years involving the corporation, partnership or individuals with more than ten percent (10 %) interest:

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

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

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

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

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

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

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

Yes _____ No _____

Signature

Title

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. #20240060
PROJECT TITLE: Citywide Stormwater Preventative Maintenance and Repair
Projects

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Location: Port St Lucie Florida

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: _____
(Company-Contractor)

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



e-BID #20240060
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.