

**FLEET VEHICLE / EQUIPMENT MAINTENANCE AND MANAGEMENT SERVICES  
CITY OF PORT SAINT LUCIE  
CONTRACT #20190087**

This CONTRACT, executed this 29th day of October, 2019, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and FIRST VEHICLE SERVICES, INC., Inc., a Delaware Corporation, hereinafter called "Contractor", party of the second part.

**SECTION I  
RECITALS**

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

**WHEREAS**, the City wishes to contract for the Fleet Vehicle / Equipment Maintenance and Management Services as well as other tasks (Statement of Work) more specifically described in this Contract; and

**WHEREAS**, Contractor is qualified, willing and able to provide the statement of work on the terms and conditions set forth herein; and

**WHEREAS**, the City desires to enter into this Contract with Contractor to perform the statement of work specified and, in an amount, agreed to below.

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

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

**SECTION II  
NOTICES**

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

City Project Manager:                      Facilities Director  
   Facilities Maintenance Department  
   City of Port St. Lucie  
   121 SW Port St Lucie Blvd.  
   Port St Lucie, FL 34984  
   Telephone: (772) 281-9252  
   Email: [roger.jacob@cityofpsl.com](mailto:roger.jacob@cityofpsl.com)

City Contract Administrator:              Division Director  
   Procurement Management Department  
   City of Port St. Lucie  
   121 SW Port St. Lucie, Blvd.  
   Port St. Lucie, FL. 34984  
   Telephone: 772-871-7390 Fax: 772-871-7337  
   Email: [rholder@cityofpsl.com](mailto:rholder@cityofpsl.com)

Contractor: Senior Vice President  
First Vehicle Services, Inc.  
1000 West McNab Road, Suite 103  
Pompano Beach, FL 33069  
Telephone: 954-946-5775 Fax: 954-946-0024  
Email: [Dale.Domish@firstgroup.com](mailto:Dale.Domish@firstgroup.com)

### **SECTION III** **STATEMENT OF WORK**

The specific work the Contractor agrees to perform all work pursuant to this Proposal #20190087, Fleet Vehicle / Equipment Maintenance and Management Services, and all addendums which is incorporated herein by this reference.

**LOCATION:** 430 SW Thornhill Drive, Port St Lucie, Florida.

### **VEHICLE AND EQUIPMENT CONDITION**

The Contractor understands and accepts the existing condition of all the fleet of vehicles and equipment as listed in the inventory.

### **SCOPE OF WORK**

The scope of this work includes all labor, supervision, equipment, machinery, tools, materials, transportation, insurance, maintenance of traffic, personal safety equipment, and all other incidentals necessary to provide and perform the Fleet Vehicle/Equipment Maintenance & Management.

The Contractor shall provide scheduled preventive maintenance (PM) for vehicles listed in the City's inventory and notify the user a minimum of two (2) weeks in advance of the scheduled time by email to the user departments. The Contractor shall schedule vehicle preventive maintenance to minimize interference with normal City work schedules. If a user fails to deliver their vehicle on schedule, the Contractor will reschedule the vehicle for service. If the vehicle is not delivered for the rescheduled service, the Contractor shall again notify the user until the vehicle is delivered for the PM. The Contractor shall also provide unscheduled and remedial repairs, abuse, and vandalism, overhaul, mobile services, towing, tire service, welding and fabrication, new vehicle preparation including outfitting, vehicle disposal processing, pool and fleet sharing vehicle management, fleet repair management, and other services as may be required to assure the continuity of effective and economical operation of the City's vehicles and equipment detailed in the following:

#### **Preventive Maintenance**

Perform the following every PM interval (every 5000 miles or six (6) months, whichever first occurs) or per manufactures recommendation:

- Tires – record tread depth of all tires. A minimum of 3/32 tread depth shall be maintained. Check air pressure.
- Lights – exterior and interior lights and gauges
- Windshield wipers
- Fluid levels
- Battery and charging system; also, clean terminals and check cables.
- Heating/AC system.

- Exhaust system and exhaust hangers and clamps
- Steering and suspension
- Frame, cross members and body joints
- Drive shaft/U-joints
- Inspect critical components (hoses, belts, etc.), replace any worn or damaged components.)
- Inspect vehicle appearance (look for body damage, rust, interior condition, etc.).
- Change engine oil and oil filter.
- Lubricate chassis, hinges, locks, etc.
- Emission controls – service
- Brake inspection – record remaining life (replace worn, damaged, or leaking components).
- Cooling System (service if needed).
- Starter/charging system (check and repair or replace deficient components).
- Inspect air cleaner element and replace, if needed.
- Rotate and balance tires.
- Siren inspection including lamp changes.
- Electrical draw testing.

Perform the following items every 4th PM interval:

- Front wheel bearings - service.
- Scope engine
- Automatic transmission, which includes adjustment, fluid change, and filter.
- Tune engine and test emissions.

### **Routinely**

Perform repairs as required; road test and correct deficiencies.

### **Yearly**

Inspect and test vehicles and power operated equipment on an annual basis in accordance with Federal and State laws. Inspections and tests shall be performed by the Contractor in the Maintenance Facility by properly authorized and trained mechanic(s).

Perform other statutory inspections and tests that may be required by Federal or State laws.

### **Hourly**

Maintain hourly equipment in compliance with the OEM specifications or as necessary.

### **Lifetime**

The Contractor shall develop a lifetime PM schedule for each vehicle and equipment that is based on PM interval every 5000 miles or six (6) months, whichever first occurs.

The Contractor shall furnish all necessary supervision, labor, tools, parts, oil, fluids, and supplies required to maintain the fleet in a state-of-repair and service consistent with generally accepted fleet practices and as defined in this Statement of Work.

In addition, the Contractor shall provide and maintain a permanent, detailed, automated record system for each vehicle to provide a basis for optimum fleet management and provide detailed maintenance and

operating information for the City.  
Reports that shall be maintained are:

**Parts:**

Parts Inventory List  
Parts Transactions

**Operations Reports:**

Operation & Maintenance/Cost by Vehicle  
Fuel Report

**Work Order Reports:**

Open Work Orders by Shop  
Road Call Report  
Sublet Report  
Maintenance Cost Report  
Mechanics Accountability

**Equipment Reports:**

Equipment List  
Equipment due for PM  
Equipment History Summary  
Historical Cost Performance  
Equipment Billing Report  
Equipment by License/Serial #  
PM Table Listing

**Exception Reports:**

Vehicle Replacement Analysis  
High/Low Mileage Exception  
High/Low Total Cost Per Mile  
High/Low Miles Per Gallon  
Historical Cost Performance

**Facilities**

Work will be performed at the City's Fleet Maintenance Facility located at 430 SW Thornhill Drive, Port St. Lucie, Florida, which shall be leased to the Contractor for use while the Contractor is working under contract to the City. Such facilities will remain the property of the City.

The City will lease to the Contractor the Fleet Maintenance section inside the Public Works building for a charge of \$1.00 per year. The City furthermore will grant the Contractor a nonexclusive license to use all maintenance and repair equipment, tools, service vehicles, furniture, and other assets that are located within the Fleet Maintenance Facility. The Contractor shall not use the facility for work on vehicles or equipment not owned or leased by the City.

The City shall also provide, under the yearly lease rate, City-owned equipment, tools and furniture located in the Fleet Maintenance Facility. All equipment added during the term of the Contract, and approved by the City prior to acquisition, will become the property of the City. The cost of special equipment shall not be included in the Fixed Contract Amount and will be billed to the City with the monthly invoice. The City may establish an amortization schedule for major equipment purchases whereby the Contractor will invoice only the scheduled amount monthly, if mutually agreed to by the Contractor.

The physical facility, office and shop equipment provided to the Contractor for the term of the Contract will become the responsibility of the Contractor and will be returned to the City upon completion of the Contract in the same condition they were provided to the Contractor, except for normal deterioration.

The Contractor shall provide security of the City's assets within its control throughout the term of the contract. Between the date of execution of the Contract and the date that the Contractor takes over the facility, a complete physical inventory of office and shop equipment will be taken by a representative of the City and the Contractor to determine what the Contractor is responsible for maintaining. This inventory shall be repeated annually.

The physical facilities will be maintained by the City, including repairs, maintenance and/or renovations with

the Contractor being responsible for informing the City of degrading conditions and assisting the City with minor and emergency repairs. The City will supply water and electricity. The Contractor shall be responsible for interior housekeeping, janitorial maintenance and supplies with such costs to be included with the following:

Daily Tasks

- Empty garbage
- Sweep shop floors
- Clean sink area
- Clean and hang up hoses
- Put all equipment and tools in its place
- Drain air compressor tank
- Remove all oil or other fluid spills
- Keep individual work areas clean
- Keep all work benches clean and uncluttered

Weekly Tasks

- Clean all shop equipment
- Check all shop equipment for correct operation
- Sweep and mop shop floors

Monthly Tasks

- Steam clean shop floor
- Vacuum walls and doors
- Clean all hanging lights
- PM all shop equipment

Yearly Tasks

- Paint and clean all lifts
- Paint yellow lines on floor
- Sample oil from all vehicles & equipment and send to laboratory for determining contamination of metal shavings.

The City does not warrant or guarantee against the possibility that safety or environmental hazards may exist at the Fleet Maintenance Facility. The Contractor shall be responsible for identifying any hazardous conditions and notifying the City in writing within thirty (30) days of the commencement of the agreement.

The provider shall not use the Fleet Maintenance Facility or equipment, or other City furnished property for work on vehicles or equipment not owned or leased by the City unless otherwise authorized by the City. The Fleet Maintenance Facility, equipment or any other City property shall not be used in any manner for personal advantage, business gain, or other personal endeavors by the Contractor or the Contractor's employees other than in the performance of the work described in the agreement.

In its use of the Fleet Maintenance Facility and with handling of hazardous substances, the Contractor shall adhere to all applicable statutes, ordinance, rules, regulations and administrative orders relating to hazardous substances including duty to notify the appropriate agency in the event of any violation. In the event of any violation of any Hazardous Substance laws occurring within the Fleet Maintenance Facility, the Contractor shall immediately notify the City of such an event.

## **Assets**

### **Opening Inventory**

Prior to commencement of operations the, Contractor and City shall jointly undertake an opening inventory of all such parts and supplies, which shall establish the value of the inventory the Contractor will manage. The City reserves the right to alter the amount or value of fleet vehicle and equipment inventory subject to service and/or maintenance to be performed by the Contractor under the terms of this Contract. At the termination of this Contract, Contractor and City shall jointly undertake a closing inventory of all such parts and supplies. Periodic audits will be conducted to monitor the Contractor's management of the City's inventory of parts, supplies, and equipment.

The Contractor may change the locks on any or all the facilities and equipment leased for the duration of the contract. A duplicate key for all re-keyed locks shall be provided to the City's Fleet Manager and to the City's janitorial cleaning service. Tags will identify such keys.

### **Confidentiality of Service Operations**

Unmarked police undercover vehicles owned by the City shall be serviced and maintained by the Contractor as part of the automotive fleet. The Contractor shall assure that the confidential nature of these vehicles, including special equipment inside the vehicles, is maintained. Security shall include:

- a. Control of idle discussion about vehicles.
- b. Prohibition on handling and tampering with special equipment.
- c. Integrity of mechanics and staff.

## **Fleet Management and Information Systems**

### **Software**

The Contractor shall use a software information system for tracking inventory and providing the City with monthly reports in Excel format. The Contractor shall enter the existing inventory data of all vehicles and equipment into the software data base and keep it up to date. The system shall include a fleet management program and database. The Contractor shall provide the City Fleet Manager with the software, software license, administrative and operational permissions to use the software. The Contractor shall provide the City all support, maintenance and upgrades to utilize the software.

### **Telematics**

The Contractor shall provide telematics reporting to the City for vehicles equipped with telematics devices for speeding, mileage, hours and fuel usage.

## **Preventive Maintenance Program**

It is the responsibility of the Contractor to develop and to implement a preventive maintenance (PM) program to service all vehicles and equipment within the City inventories for City approval. The PM program shall be designed in accordance with recognized good fleet management practices and shall meet the terms and conditions necessary to comply with the original equipment manufacturers' (OEM) specifications, warranties and recommendations. The PM work performed shall be as indicated in Scope of Work above but subject to change as recommended by manufacturers and approved by the City with no increase in the Fixed Contract Amount. Preventive maintenance activities shall be scheduled to minimize interference with normal City work

schedules.

### **Fleet Assessment**

Within six (6) months after the starting date of the Contract, the Contractor shall perform a PM on every vehicle in the fleet and correct any deficient vehicles. Deficient vehicles are those identified as not meeting the fleet standard.

### **Scheduling**

**The City reserves the right to prioritize the work as it determines is in its best interest.**

PM activities should have minimal interference with normal work schedules. Therefore, PM should be targeted at times mutually agreed upon by the Contractor and the City. The Contractor shall develop and provide a PM schedule to the City with enough lead-time that the City can give ten (10) working days' notice to the vehicle user. Contractor will publish a PM Service schedule and will adhere to the schedule. Contractor will not reschedule PM's because "Contractor" is too busy the scheduled day. The Contractor will be responsible for all contact with departments regarding vehicle PM scheduling. The time required to perform PM and repairs shall be similar as to known industry standards and the Contractor shall not delay PM or repairs.

### **Performance**

The timely performance of PM is required of the Contractor for all fleet vehicles. It is incumbent upon the Contractor to schedule, notify and perform the required maintenance without the initiation of the City.

## **Repairs**

### **Specific Repair**

The Contractor shall make specific repairs to vehicles and equipment that are identified through PM, by users, and by breakdown or malfunction. Repairs shall be made as required, limiting the nature and extent of repairs that are consistent with age, mileage, and cost to repair criteria of good fleet maintenance. A formal checklist will be established of procedures that must be performed during a PM Service. A copy of the completed checklist, signed by the technician performing the service, will be provided to the appropriate department liaison.

### **Limitations**

Repairs estimated to exceed \$1,000.00 must be analyzed by the Contractor to determine the repair's cost effectiveness and be specifically approved by the City. When equipment replacement appears to be more cost effective than repair, the Contractor shall present such recommendation in writing to the City.

### **Road Calls**

The Contractor shall provide emergency road service calls, including towing service for vehicles in the fleet. The Contractor shall have persons on call to expeditiously handle vehicle breakdowns. The Contractor shall tow any City-owned or leased vehicles requiring this service, regardless of whether or not the cause is an authorized repair or other incident.

For equipment that cannot be brought into the Fleet Maintenance Facility, the Contractor shall provide mobile

service on location to service this equipment.

### **Quick Fix**

The Contractor shall provide a Quick Fix function for minor repairs of less than a one (1) hour duration when the vehicle operator chooses to wait for the service. Vehicles repaired under Quick Fix are to be moved to top priority.

### **Warranty and Recalls**

The Contractor shall arrange for all manufacturer warranty work to be performed at authorized dealers. The Contractor shall work with the City to streamline the process for recalls and shall be responsible to ensure that the recall work is performed.

### **Re-Repair-Liquidated Damages**

The Contractor shall track and identify multiple repairs for the same deficiency on the same vehicle (re-repairs) and shall not include in the monthly statement costs for re-repairs occurring before the scheduled time after the original repair. For the purposes of this contract the term "re-repair" shall be considered a failure to correct a deficiency or repair of vehicle. In the case of a "re-repair" the Contractor will be assessed liquidated damages in accordance with the following performance standards:

<b><u>Acceptable Performance Standards</u></b>	<b><u>Liquidated Damages</u></b>
a. Out of service rate may not exceed 7% of fleet per month	2.5% of total management fee
b. Vehicle re-repairs may not exceed 2% of total work orders per month	1% of total management fee
c. Police Department vehicles (Marked & Unmarked) availability should be more than 80% per month	2.5% of total management fee
d. Total adherence to Administrative Report deadlines	.7% of total management fee

The City shall not pay any costs associated with re-repairs including, but not limited to, towing fees, cost of actual re-repair or cost for additional damages and penalties as a result of omissions or improper initial repair by the Contractor.

### **Outside Repairs**

The Contractor shall be responsible for arranging and managing the conduct of outside repairs that cannot be performed economically in-house and shall be responsible for continued review of the need for specific outside repairs as opposed to performing in-house repairs. These outside repairs may include bodywork and painting, glass replacement, transmission sealing and repair or radiator work, and such other work that can be utilized at a minimum cost to the City. The Contractor's plan for outside repairs shall be stated in the proposal. The plan shall be periodically reviewed with the City and shall ensure that the outside repair versus in-house repair decision remains justified. All responsibility (paperwork, invoicing, quality control, vehicle movement, vehicle security, etc.) shall be that of the Contractor. Transport to outside repair is the responsibility of the Contractor. Subcontractor invoices will be accepted solely by the Contractor.

### **Vehicle Preparation**



When authorized by the City, the Contractor shall prepare newly acquired vehicles for service and negotiated at a Not-To-Exceed amount for the Non-Contract Labor Rate. The City may determine it is in its best interest for this work to be performed by another vendor.

New vehicle preparation shall include inspections, cleaning, fabrication and installation of special equipment, and transfer of special equipment from old unit. This includes but is not limited to installation of push bars, light bars, screens, plastic rear seats, wiring looms and associated components, radio mounting trays, skid plates, map lights, black-out driving switch assemblies, fire extinguisher holders, interior equipment boxes, shotgun racks/lock assemblies, decals or other specialized equipment. **THE CONTRACTOR SHALL COMPLETE AND DELIVER FOUR (4) FULLY OUTFITTED VEHICLES WITHIN ANY FIVE (5) CALENDAR DAY PERIOD WHEN REQUESTED BY THE CITY. OUTFITTING LABOR HOURS SHALL BE MUTUALLY AGREED UPON BY BOTH CONTRACTOR AND CITY AND PAID AT THE NON-CONTRACT LABOR RATE.**

Vehicles to be sold shall be prepared for disposal by the Contractor. Preparation shall include removal of tags, decals, and special equipment, and other paperwork. When a vehicle is sold, policies and practices of the City shall be imposed.

Contractor should describe in their proposals, plans for assistance with vehicle and equipment preparation and disposal within the Fixed Contract Amount.

### **Accidents**

The Contractor shall be responsible for processing accident repairs including appraisals, obtaining repair bids, transportation of vehicle to/from repair site, Exception Reports, repair quality and timeliness, and shall be responsible for administration of payment including invoices and coordination with the City's Human Resources/Risk Management Department. The Contractor shall obtain at least three (3) competitive bids for each accident repair. Accident repairs shall not be included in the Contract cost and shall be billed to the City as a direct reimbursable with no mark-up.

### **Notification**

The Contractor shall notify appropriate representative of user department by telephone and email when a vehicle or equipment they have in for scheduled repairs will be out of service for more than eight (8) hours and when vehicle / equipment service is complete. This information shall also be provided to the City's Fleet Manager as part of the Weekly Report.

### **Washing and Cleaning of Fleet**

The City shall be responsible for providing this service. Care is to be taken to maintain cleanliness during service to protect vehicle from grease and/or oil spills or handprints. Any spills or handprints must be cleaned.

## **Vehicular Services**

### **Fuel**

The City will fuel all vehicles and equipment. The City will be responsible to daily monitor and report in accordance with State and local regulations, the level of fuel in each tank at the City's fuel facility, located within the Fleet Maintenance Facility, and will be responsible to take action on suspected leaks or fuel spills that may affect local water resources.

The City shall also be responsible for a PM program and repair of the fuel dispensing equipment. The City

shall contract repairs on the fuel dispensing equipment independently.

Maintenance and management of the City's Fuel Management System shall not be the responsibility of the Contractor. This shall not relieve the Contractor, however, from the responsibility of notifying the City's Vehicle and Maintenance Coordinator or other appropriate City personnel when the system is discovered to have faults.

## **Parts**

### **Parts Supply**

The Contractor shall procure, stock and furnish all parts and supplies necessary to maintain and repair vehicles and equipment. Parts installed by the Contractor shall meet OEM specifications. When a piece of equipment goes down, repair parts must be ordered within twenty-four (24) hours.

The City shall approve new product lines before introduction into the parts supply. Parts installed on vehicles and equipment shall be identified by part number and cost on the work order for the appropriate assignment.

### **Inventory**

Within thirty (30) days after commencement of contract period, the Contractor shall purchase, at cost, (to be mutually agreed upon by the City and Contractor) the City's active parts and supplies assigned to the automotive fleet. A complete physical inventory will be taken by representatives of the City and the Contractor at the beginning of the Contract. Upon completion of the inventory, the Contractor will be totally responsible for parts accountability and security.

The Contractor will assist the City with disposal of the inactive, unusable, excess and obsolete parts in the City stock. Proposers should describe obsolete and overstocked inventory disposal methodologies in their proposals.

The Contractor shall purchase and maintain an adequate parts inventory that will be charged back to the City on an as-used basis.

An electronic system shall be used to monitor and control the parts inventory. At a minimum, the electronic system shall be capable of generating a complete inventory by part number and part cost, and a usage rate history for each part normally stocked.

The City reserves the right to purchase at cost from the Contractor, any and/or all of the active parts in inventory upon completion or termination of the Contract.

## **Quality Assurance**

### **Quality Assurance Program**

The Contractor shall implement a Quality Assurance Program for the repair management and maintenance of the City's fleet. The program shall include provisions for performance standards with a system of rewards and liquidated damages to the Contractor for attainment/failure to meet these standards. Respondents are expected to include in their response to this Sealed Request for Proposal a Quality Assurance Program.

The performance standards shall include at a minimum the following categories:

- a. Fleet availability/downtime of vehicle or equipment.

- b. PM performance.
- c. Repair performance.
- d. Parts availability.
- e. Current employee education and experience requirements
- f. Employee salary range
- g. Continuing educational programs
- h. Shop cleanliness

Fleet availability/downtime shall have separate standards for categories of vehicles or equipment. As a minimum, the Contractor shall develop and propose these standards for the following general categories:

- a. Passenger type vehicles (includes light trucks to 10,000 GVW).
- b. Heavy on-road vehicles
- c. Specialized vehicles and equipment
- d. Construction equipment
- e. Priority vehicles (Police)

### **Repair Priority**

The Contractor shall provide unscheduled repairs to vehicles under an established repair priority system. The system shall be subject to approval and modification by the City. Proposers shall include in their proposal a recommended repair priority system for the City. In preparing the repair priority system, respondents should keep in mind the emphasis the City places on maintenance and the City's desire to maintain a modern, fully operational, and efficient fleet. Emphasis should also be placed on the timely repair of specialty equipment or unique equipment that are not redundant throughout the City's fleet. Proposers should also include in their proposal for operation of the Quick Fix function within the scope of the repair priority system.

### **Reporting**

The following minimum requirements for reporting and record keeping will be in effect for the term of the contract. Reports shall be provided to the City's Fleet Manager. Proposers are asked to submit, with their proposals, any additional reporting methodologies they would recommend enacting in the best interest of the City and the management of the City's fleet.

### **Records**

Upon prior reasonable notice by the City, the Contractor shall provide the City's authorized representative(s) appointed by the City Manager access to all electronic and hard data, books, records, correspondence, instructions, plans, receipts, vouchers, and memoranda of every description pertaining to the work under the Contract for auditing and verifying costs of work. Document retention periods and classification shall be in accordance with the laws of the State of Florida, including the requirements of Chapter 119, Florida Statutes.

The Contractor will develop, implement, and maintain software for an electronic record keeping and reporting system for all services being contracted. The information system shall provide records of all repairs and servicing activities performed for each vehicle or piece of equipment.

**Files**

The Contractor shall maintain a complete file of service manuals, service bulletins, lubrication charts, and other information needed to properly service and repair the fleet of the City.

The Contractor shall maintain a hard copy history folder for each vehicle or piece of equipment. This folder will contain, in chronological order, all work orders generated on each vehicle or piece of equipment. The folder shall also contain the vehicle or piece of equipment make, model, year and serial number, service manual name or number, library location, and invoice information. The City will supply vehicle and equipment history to the Contractor.

**Weekly Report**

The Contractor shall generate a weekly report for delivery to the City before noon, each Monday. The weekly report shall be in memorandum format and shall include the following from the previous week's activity:

- a. List of vehicles not delivered for a scheduled PM. The list shall include the assignee's name and department, if known.
- b. Discovery or indication of abuse by the vehicle user in excess of normal wear and tear.
- c. Repair activity
- d. A status report on vehicles out of service for more than five (5) days.
- e. Number of work orders processed.
- f. A summary of progress in all work performance areas subject to liquidated damages.

**Monthly Report**

The Contractor shall provide a consolidated monthly management report to be delivered to the City on or before the 10th calendar day of the month following the reporting period. The report shall include, but not limited to:

- a. Monthly maintenance costs compared to the Fixed Contract Amount.
- b. Failure/attainment in each performance area subject to liquidated damages for that month and cumulative damages for that contract year.
- c. Costs for all reimbursable items not included in the Fixed Contract Amount, sorted by type of expense  
(i.e. accident repairs, supplier service repairs, etc.)
- d. Number of shop work orders processed.
- e. Number of vehicles serviced during the reporting period.
- f. Number of vehicle PM's scheduled/completed.
- g. Downtime and in total.
- h. Cumulative records of subcontracted work.
- i. Total labor hours expended.
- j. Total parts cost.
- k. Problem/accident summary.

**Annual Report**

The Contractor shall provide the City with an annual performance report that summarizes the year's activity, within thirty (30) days following the end of the contract year. The annual report shall contain a summary of the year's activity in the format agreed upon by the Contractor and the City. Proposers shall include an example of an annual performance report with their proposals.

The Contractor shall provide a statement indicating the solvency of the Contractor as part of the annual report. This may take the form of a standard issue corporate report or annual audit of the Contractor's resources.

### **Invoicing and Payment**

On the last day of each month, the Contractor will issue an invoice for one-twelfth (1/12) of the Contractor's approved amount for that fiscal year. Invoices shall include all supporting documentation.

On the last day of each month, the Contractor will issue an invoice for non-contract items from the previous month. Invoices shall include all supporting documentation.

## **Other Services**

### **Emergencies**

The Contractor shall mobilize the shop and provide repair and maintenance services, for the duration of emergency situations, such as flood, hurricane, and other emergencies as declared by the City. Such service shall include adequate staffing to ensure continued emergency vehicle operations at a level, and for the duration determined to be required by the City. Such circumstances may occur during hours outside normal hours of operation and can involve any number of employees, equipment and vehicles. Costs incurred during emergency situations are not to be included in the Fixed Contract Amount and shall be billed to the City at a rate to be determined by proposal that will be a percentage rate over cost.

### **Purchases**

The Contractor shall assist the City in preparing purchase specifications for additional or replacement vehicles and service equipment as needed. In addition, the Contractor shall assist the City with inspections and assessments of used vehicles and equipment under consideration for purchase or lease. The Contractor shall identify and nominate for the City's purchase, other equipment that will reduce the cost of maintenance and/or improve the quality of vehicular services. All vehicles and equipment added to the City's inventory shall be paid the Non-Contract rate for six (6) months. If at any time during the contract period, the City increases or decreases its fleet and equipment size by 5% or more, the Contractor and the City shall negotiate the adjustments to the Fixed Contract Amount upon thirty (30) days written notice by the City.

**Hours of Service** - The Municipal Garage shall normally be open on a one (1) shift, five (5) day per week basis from 7:00 a.m. to 5:00 p.m. Vehicles shall be accepted for PM or repair from 7:00 a.m. through 4:00 p.m. daily. The shop shall be open and operating every scheduled City workday. The Contractor may work on scheduled City holidays but must not expect delivery of vehicles scheduled for PM or other maintenance services.

### **Directed Work**

The City may direct the Contractor to perform additional tasks under this contract. The Contractor shall perform such assignments in accordance with an agreed to schedule and level of effort. Cost of such assignments shall not be included in the Fixed Contract Amount and shall be invoiced to the City at *(to be determined by proposal)* percent rate over cost. Contractor shall specify the hourly rate of labor to be charged subject to annual rate adjustments.

**Investigations**

The Contractor shall support the City with technical investigations related to the automotive fleet. Such investigations may support accidents, fire, or other issues of a technical nature.

**Waste**

The Contractor shall be responsible for disposal of all trash and other wastes generated during the course of the Contract. The Contractor shall maintain records on all hazardous chemicals and other hazardous waste. The records shall contain the most recent Material Safety Data Sheets, the materials' origin, use, transportation, and ultimate distribution and disposal. All waste disposals shall be in accordance with current City, County, State and Federal laws and EPA regulations.

The Contractor shall provide training and management for employees working with and handling hazardous materials, in accordance with laws and EPA regulations. The Contractor shall hold the City free of liability for all actions of the Contractor relating to waste disposal.

**Staffing Provisions****General**

The Contractor shall have the responsibility for selecting personnel to perform the services to be provided in accordance with this Contract. No person convicted of a felony within seven (7) years prior to employment shall be employed by the Contractor for work assignments on this contract. The Contractor shall be required to perform pre-employment drug testing for all proposed Contractor employees. A copy of the results will be kept in a confidential file segregated from the personnel file.

Contractor personnel shall be in company uniform.

**Staffing Changes**

The Contractor is always responsible to keep assigned working employees fully staffed to perform the services. The Contractor's Project Manager shall have proven technical and managerial experience in the field of fleet vehicle maintenance and repair management. Nominee(s) for Project Manager shall be presented to the City for specific approval. The City reserves the right to request the dismissal of any Contractor employee whose performance or actions are detrimental to the program. The Contractor shall dismiss any employee involved in misconduct, drugs, alcohol consumption, use or possession of firearms on City premises.

**Contractor Employee Benefits**

The Contractor shall have sole responsibility for providing benefits for Contractor employees.

**Staffing Qualifications**

The Contractor shall employ highly qualified trained personnel to provide service to the City's fleet. Proposers shall include in their proposal an employee training and improvement program that recognizes the merits of ASE and vehicle or equipment manufacturers training opportunities, as they apply to the City fleet maintenance and repair.

## **Terms**

### **Definitions**

Where the following terms occur herein, the intent and meaning shall be as follows:

**City** - Shall mean the City of Port St. Lucie, a political subdivision of St. Lucie County and the State of Florida.

**Contractor** - Shall mean the individual, partnership, or corporation (or legally authorized representative if the context so requires) who or which agrees, for a stipulated sum, to perform the work or service, or to furnish materials or equipment, or both, as set forth in a contract with the City of Port St. Lucie.

**Contract** - Shall mean an agreement executed by the City of Port St. Lucie and the Contractor for the performance of the work and services, and to furnish materials or equipment, or both, as set forth in this Sealed Request for Proposal and the Contractor's proposal. In the event there is a conflict between the Contractor's proposal and the Contract, the Contract will supersede.

**Surety** - Shall mean the party who is bound with and for the Contractor to insure the payment of all lawful debts pertaining to and for the acceptable performance of the Contract.

**Performance Bond** - Shall mean the security approved by the City and furnished by the Contractor as a guarantee that the Contractor will execute the work in accordance with the terms of the Contract and will pay all lawful claims.

### **Fleet**

Shall mean all the units of rolling stock listed in this document, any units that may be added to the attachment(s) listing(s), less any units that may be deleted.

### **Downtime**

Downtime shall mean the percentage of time a piece of equipment or vehicle is unavailable for use due to a need for repair or preventive maintenance work. Downtime is calculated as follows

$$C = \frac{A}{B}$$

C = Downtime

A = Number of hours unit not available for use.

B = Number of hours unit is normally used (24 hours/day.)

Downtime begins when a unit is brought to the garage for authorized repair work, or upon receipt of notification that a unit requires towing to the garage for authorized repair work. Downtime ends when the department to which the unit is assigned is notified that the unit is available for service. Downtime does not include the time to make repairs necessary as a result of obvious vehicle abuse, accidents, warranty, vandalism, or Acts of God.

### **Unit**

Shall mean any rolling stock, heavy and light equipment, trucks and cars and those that may be acquired from time to time, which will be updated as required during the contract period.

**Normal Wear and Tear**

Shall mean normal repairs due to normal use of vehicles and equipment as determined by the City.

**Non-Contract Work**

Shall mean repairs caused by user abuse, mis-use, accident damage, act of God or vandalism as determined by the City.

The City at its discretion has the option to include any additional value-added services deemed to be in the best interest of the taxpayers based on the professional assessment

Note: Please see (Appendix A) for additional agreed upon terms as a result of contractual negotiations. These conditions are to be adopted and adhered to for the full term of the contract and all contractual extensions.

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

Contract period shall begin on December 1, 2019 and terminate on November 30, 2021, for a total of two (2) years. In the event all work required in this contract 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 this contract has been rendered.

Written requests must 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 must 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 beyond the Contractor's control.

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

In the event Contractor and the City mutually agree, the Contractor is eligible to provide the services required in this Contract for up to three (3) additional one (1) year periods. In that event, the City, without additional bidding or negotiation, may, with the mutual agreement of the Contractor, extend this Contract for the additional terms. The Contractor must advise the City of its desire to extend the contract for each one (1) year term no later than ninety (90) days prior to the conclusion of each renewal term. A provisional renewal may be requested at the end of the five (5) year term to allow for the re-solicitation process. The provisional renewal shall not exceed a ninety (90) day period.

**SECTION VI**  
**COMPENSATION****Fixed Contract Amount**

The Fixed Contract Amount indicated on the Cost Proposal for each annual term includes all labor, parts and supplies for preventive maintenance and normal wear and tear repairs as determined by the City. Labor costs shall include all wages, salaries, fringe benefits, payroll taxes for all labor classifications provided.

Parts and supplies for preventive maintenance and normal wear and tear repairs as determined by the City is included in the Fixed Contract Amount.



Fixed Contract Amount will be charged to the City at a rate of one-twelfth (1/12) of the agreed annual amount monthly for labor, parts and supplies for preventive maintenance and normal wear and tear repairs.

### **Overhead Expenses**

Overhead expenses will include indirect costs incurred such as office supplies, uniforms, copying services, bonding costs and insurance. Costs for maintenance and/or repair and/or rental of equipment used in delivering goods are defined as overhead costs. The contract will allow for such overhead expenses as they are incurred and at net cost without markup. Indirect costs not included as a cost to the City are bad debts, donations, entertainment, food or drink, fines and penalties, lobbying or defense of criminal charges.

Overhead expenses will be charged to the City at a rate of one-twelfth (1/12) of the agreed annual amount monthly for overhead expenses.

### **Administrative Expenses**

General administrative expenses will be charged to the City at a rate of one-twelfth (1/12) of the agreed annual amount monthly for general administrative costs.

### **Management Expenses**

General management expenses will be charged to the City at a rate of one-twelfth (1/12) of the agreed annual amount monthly for general management costs.

### **Non-Contract Labor Rate for Repairs**

The non-contract labor rate which will be charged to the City for non-contract work. The Non-Contract Labor Rate for Repairs including parts and supplies for Non-Contract work is defined as repairs caused by user abuse, mis-use, accident damage, act of God or vandalism as determined by the City. Authorization by the City is required prior to all Non-Contract Repairs.

### **Parts and Supplies for Non-Contract Work and Outside Services**

Parts and Supplies for Non-Contract Work will be reimbursed by the City with no markup costs. Proof of purchase and supplier invoices shall be provided by the Contractor indicating the purchase cost to the Contractor. Authorization by the City is required prior to purchasing parts and supplies for Non-Contract Work.

Payment of outside services by another vendor or company and transportation of vehicles and equipment for normal wear and tear is the responsibility of the Contractor if it is determined that the work cannot be performed by the Contractor at the City owned facility. Authorization by the City is required prior to transporting vehicles or equipment to an outside vendor or company.

The total amount to be paid by the City to the Contractor is on a per unit fixed price basis identified below in Schedule A and made a part of this contract.

#### **SCHEDULE A**

	12/1/2019-11/30/2020	12/1/2020-11/30/2021
<b>FIXED CONTRACT ANNUAL AMOUNT</b>	<b>\$1,576,961.45</b>	<b>\$1,611,259.96</b>
<b>OVERHEAD EXPENSES ANNUAL AMOUNT</b>	<b>\$99,959.19</b>	<b>\$100,930.74</b>
<b>ADMINISTRATIVE EXPENSES ANNUAL</b>	<b>\$61,174.00</b>	<b>\$62,755.00</b>

<b>AMOUNT</b>		
<b>MANAGEMENT EXPENSES ANNUAL AMOUNT</b>	<b>\$57,862.00</b>	<b>\$59,374.00</b>
<b>ANNUAL AMOUNT TOTALS</b>	<b>\$1,795,956.64</b>	<b>\$1,834,319.70</b>
<b>HOURLY NON- CONTRACT LABOR RATE FOR REPAIRS</b>	<b>\$28.00</b>	<b>\$28.00</b>
<b>GRAND TOTAL:</b>	<b>\$3,630,276.34</b>	

This contract allows for a price redetermination based on the U.S. Department of Labor, Bureau of Labor Statistics, and Consumer Price Index – All Urban Consumers - U.S. City Average-Transportation-Gasoline (All Types) at time of renewal only.

The Contractor must request such an adjustment in writing no later than ninety (90) days prior to the renewal date and must include in the written request documentation that the Contractor has incurred bona fide cost increases in providing services under this Contract during the period in which the request is made. The City will not allow Consumers Price Index contract adjustments, up or down, to exceed five (5%) percent combined total in any one period. Any increase will be effective on the contract renewal date.

Price Adjustment will be based on the annual index (Un-Adjusted) using the published figures one month prior to the renewal date. The price adjustment will be calculated on the simple percentage method.

The CPI can be found on the web at <http://www.bls.gov/cpi/home.htm>.

**\*\*This would be the increase percentage to the unit price of the contract. If City agrees that said services are required and the negotiated cost is acceptable, then the City may extend this Contract for the additional term.**

Contractor must invoice the City for the amount of the indemnification payment and said invoice must accompany the signed Contracts.

The Contractor must 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 as a consequence of the suspension or discontinuance of the work.

Invoices for services must be submitted once a month, by the 10th of the month, and payments must be made within thirty (30) days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments must be made provided the submitted invoice is accompanied by adequate supporting documentation and approved by the City as provided in Section XVII.

Progress Payments- the City may make partial payment during the progress of the work upon percentage of work completed as approved by the City.

No payment for projects involving improvements to real property must 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 asserting 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 following:

- Purchase Order number or VISA number
- Contract number
- Detail of items with prices that correspond to the Contract
- Service Area
- Date of Service
- Unique invoice number
- Partial or final release of liens.

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.

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.

## **SECTION VII**

### **WORK CHANGES**

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. All changes will be authorized by a written change order approved by the Division Director – Procurement Management Department, or her designee. Work must be changed, and the contract price and completion time must 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 must be at cost. **Note: Work changes may be modified if the changes “do not materially alter the scope of the competitive procurement”.** Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive.

## **SECTION VIII**

### **CONFORMANCE WITH BID**

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

## **SECTION IX**

### **INDEMNIFICATION/ HOLD HARMLESS**

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

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

## **SECTION X** **SOVERIEGN IMMUNITY**

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

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

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

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

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

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

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

**3. Additional Insured:** An Additional Insured endorsement must be attached to the certificate of insurance (should be ISO CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. 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 interest's provision as provided under the standard ISO form separation of insurer's clause.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer must read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and must include Contract #20190087–Fleet Vehicle / Equipment Maintenance and Management Services must be listed as additionally insured."** The Policy must be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor must be required, upon thirty (30) calendar day's 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 must be attached to the Certificate of Insurance. All independent Contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

**4. Automobile Liability Insurance:** The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary basis.

**5. Garage keepers' Liability Insurance:** Contractor shall agree to maintain Garage keepers' Insurance, at a limit of liability not less than \$2,000,000 per location. The City of Port St. Lucie must be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary basis.

**6. Garage Liability Insurance:** Contractor shall agree to maintain Garage Liability Insurance, at a limit of liability not less than \$1,000,000 per location. The City of Port St. Lucie must be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary basis.

**7. Pollution Liability Insurance:** Contractor shall agree to maintain Pollution Liability Insurance in limits not less than \$1,000,000 per occurrence, \$2,000,000 aggregate, for the scope of their business operations. The City of Port St. Lucie shall be listed as an additional insured. A waiver of subrogation shall be provided in favor of the Licensor. Coverage shall apply on a primary basis.

**8. Cyber Liability Insurance:** Contractor shall agree to maintain Cyber Liability in limits not less \$1,000,000 Per Occurrence for direct loss, legal liability and consequential loss resulting from cyber security breaches. Coverage to include coverage for Privacy & Security Liability, Security Breach Response / Customer Breach Notice Expense, Cyber Extortion and Electronic Media Liability. The City of Port St. Lucie must be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary basis.

**9. Property Insurance:** Contractor shall agree to procure and maintain commercial property insurance, at its own expense, for the contents and property in the open (PITO) included with the leased premises, as valued on the schedule. The City

assumes no responsibility for the property while under the Contractor's care, custody, and control, and as such the City will not procure nor maintain property insurance, nor be responsible for any loss or damage.

Contractor may procure and maintain property insurance, at its own expense, for the any contents or property in the open (PITO) brought on the leased premises by the Contractor. The City will not be responsible for any loss or damage to the Contractor's property.

The City shall maintain in force at its own expense, commercial property insurance for the leased Fleet Maintenance Facility located at 430 SW Thornhill Drive. In the event of damage to the leased premises, Contractor shall immediately notify the City of the damage to the leased premises upon its discovery.

**10. 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.

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

It shall be the responsibility of the Contractor to ensure that all independent Contractors and/or subcontractors utilized in performance of this contract, comply with the same insurance requirements referenced above.

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

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

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

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

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

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

## **SECTION XII**

### **FINANCIAL STABILITY**

#### Financial Disclosure;

- Financial Statements Proposer will provide annual financial statements for the last two (2) calendar years for your organization. Independently audited statements are preferred. Statements should include the company's assets, liabilities, and net worth. At a minimum, include the Balance Sheet (Statement of Financial Positions), Income Statement (Statement of Operations), Retained Earnings and Cash Flow Statement. The City acknowledges that privately held corporations and other business entities are not required by law to have audited financial statements. In the event the Proposer is a privately held corporation or other business entity whose financial statements are audited, such audited statements must be provided. If the privately held corporation or other business entity does not have audited financial statements, then un-audited statements or other financial documentation sufficient to provide the same information as is generally contained in an audited statement, and as required above, must be provided.
- Provide evidence of insurability and Bonding Capacity.

#### Disclosure of Litigation;

- List all performance related legal claims, litigation, demands, contracts terminated due to Non-performance, lawsuits filed, threatened, pending and settlements involved in over the last five (5) years
- Identify adverse actions sanctioned by any regulatory authorities over the last five (5) years

## **SECTION XIII**

### **ACTS OF GOD**

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

**Emergencies** - In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Contractor(s), or his designee, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. In the event such actions are taken, the Contractor(s) must 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 XV**

### **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 XVI**

### **COMPLIANCE WITH LAWS**

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

violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083 Fla. Stat.

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

## **RECORDS**

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

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

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

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

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

Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor must 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  
[cityclerks@cityofpsl.com](mailto:cityclerks@cityofpsl.com)

#### **SECTION XVII** **CLEANING UP**

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

#### **SECTION 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 material

has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager must approve the invoice when it is received. Thereafter the Contractor must be entitled to payment, as described in Section VI. If, on such inspection the Project Manager is not satisfied, he must as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Such examination, inspection, or tests made by the Project Manager, shall not relieve Contractor of its responsibility to remedy any deviation, deficiency, or defect.

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

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

**Defective Work** - All work and/or materials not meeting the requirements of these specifications shall be deemed as defective by the City, and all such work and/or material, whether in place or not, shall be removed immediately from the site of the work. All rejected materials that have been corrected shall not be used until the City has issued written approval to the Contractor(s).

Without unnecessary delay and without any additional cost to the City, all work that has been rejected shall be remedied or removed and replaced in a manner acceptable to the City. If the Contractor(s) fails to promptly remove and properly dispose of rejected materials and/or work then replaces same immediately after being notified to do so, the City, or his/her designee,

may employ labor to remove and replace such defective work and/or materials. All charges for replacement of defective materials and/or work shall be charged to the Contractor(s) and may be deducted from any moneys due to the Contractor(s) or his Surety.

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

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

## **SECTION XIX** **ADDITIONAL REQUIREMENTS**

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply. If there is a conflict between the Contract and specifications, the Contract will control.

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

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

**Dress Code**— All personnel in the employ of the Contractor(s) shall be appropriately attired. Employees engaged in the course of work shall wear company uniforms neat and clean in appearance, readily identifiable to all City employees and the public. All FDOT dress requirements apply. No tee shirts with obscene pictures or writings will be allowed. Swimsuits, tank tops, shorts and sandals are also prohibited. Safety toed shoes shall always be worn. Company uniform may be T-shirts with the company name on the t-shirt. Contractor's personnel must always wear reflective vest during the course of the work.

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

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

**Discrepancies**- If in the course of performing work resulting from an award under this specification, the Contractor finds any discrepancy between the area defined in these specifications and the actual area where work is being performed, the Contractor shall discontinue work on the subject area and inform the Project Manager of the discrepancy. The Contractor shall

thereafter proceed as authorized by the Project Manager who will document any modification to these specifications that he authorized in writing as soon as possible.

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

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

**Labor and Equipment** - The Contractor(s) shall utilize experienced help who are thoroughly capable of performing the work assigned to them. The Contractor(s) shall utilize proper equipment in good repair to perform assigned work. Failure on the part of the Contractor(s) to furnish such labor or equipment shall be sufficient cause for annulment of any award resulting from these specifications. Only equipment designed for performance of work described herein will be acceptable for operation. The equipment used must always be in good operating condition. Include a list of equipment proposed for use (owned and/or leased), with the bid. The City may inspect the equipment prior to awarding the bid, and at any time during the course of the contract. Safety devices shall be properly installed and maintained at all times the equipment is in use.

**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 manner that objectionable conditions will not be created in waters through or adjacent to the project areas.

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

**Access to Work** - The Contractor(s) must 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 must be permitted during said access to remove materials and make such inspections, as they deem necessary. Materials submitted for approval will be inspected and passed upon as promptly as practical as will work in progress. However, failure to reject defective work at the time it is done and/or failure to reject materials must in no way prevent rejection at any time prior to final acceptance of the work authorized by the City.

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

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

**Adjustments** - The Contractor(s) shall be responsible to arrange with utility companies for any adjustment necessary. The Contractor(s) shall also be responsible to identify and avoid damage to all utilities (publicly and privately owned) within the area where work is being performed.

**Damages** - The Contractor(s) shall be responsible for the charge and care of all work from damage by the elements or from any cause whatsoever until Contractor has been paid in full.

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

**Damage to Property** – The Contractor shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal, or destruction of which is not called for by the plans. This applies to public and private property, public and private utilities, trees, shrubs, crops, signs, monuments, fences, guardrail, pipe and underground structures, public highways, etc. Whenever such property is damaged due to the activities of the Contractor, it shall be immediately restored to a condition equal to or better than existing before such damage or injury was done by the

Contractor, and at the Contractor's expense. The Contractor's special attention is directed to protection of any geodetic monument, horizontal, vertical or property corner, located within the limits of construction.

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

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

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

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

## **SECTION XX** **LICENSING**

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

## **SECTION XXI** **SAFETY PRECAUTIONS**

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

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

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

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

**OSHA Compliance** - Contractor must agree that the products furnished, and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970.

## **SECTION XXII** **ASSIGNMENT**

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

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

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

**B. Liquidated Damages for Delays.** If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, the Contractor shall provide to the City two hundred (\$200.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

**C. Excusable Delays.** The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather

of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) days of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

**D. Termination by the Either Party.** The City or the Contractor may terminate this Contract with or without cause by giving the party ninety (90) day notice in writing. Upon delivery of said notice the Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed.

**E. Termination for Insolvency.** The City also reserves the right to terminate the remaining services to be performed in the event First Vehicle Services, Inc. is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.

#### **SECTION XXIV** **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 pursuant to this Contract shall be in a State Court of jurisdiction 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 XXV** **REIMBURSEMENT FOR INSPECTION**

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

#### **SECTION XXVI** **APPROPRIATION APPROVAL**

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

#### **SECTION XXVII** **ATTORNEY'S FEES**

If this matter is placed in the hands of an attorney for collection, or in the event suit or action is instituted by the City to enforce any of the terms or conditions of the Contract, Contractor shall pay to the City, in such suit or action in both trial court and

appellate court, the City's costs, and reasonable attorney's fees for the anticipated cost of collection and judgment enforcement.

**SECTION 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**  
**COMPLIANCE WITH LAW, RULES & REGULATIONS**

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

upon termination of this Contract for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the City.

**SECTION XXX**  
**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 XXXI**  
**SEVERABILITY**

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

*[Remainder of this page left blank intentionally.]*

**SECTION XXXII**  
**ENTIRE CONTRACT**

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

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

CITY OF PORT ST. LUCIE FLORIDA

FIRST VEHICLE SERVICES, INC.

By: \_\_\_\_\_  
City Purchasing Agent

By: Dale R. Domish  
Authorized Representative

State of: FLORIDA

County of: BROWARD.

Before me personally appeared: DALE R. DOMISH  
(Please print)

Please check one:

Personally known: ✓

Produced Identification: \_\_\_\_\_  
(Type of identification)

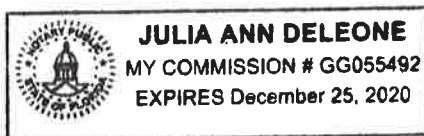
and known to me to be the person described in and who executed the foregoing instrument and acknowledged to and before me that (s/he) executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 10TH day of OCTOBER, 2019.

Julia Ann DeLeone  
Notary Signature

Notary Public State of FLORIDA at Large.

My Commission Expires 12-25-2020.  
(seal)





## **APPENDIX A**

### **ADDITIONAL TERMS AND CONDITIONS**

The below contract terms shall be incorporated in the contract and labeled as a requirement throughout the entirety of the contract term, including but not limited to any extensions that may pertain to this contract.

#### **1. Monthly Reports**

The vendor shall in addition to the current weekly reports at the end of every month Fleet management will require reports in regards to any overhauled or replaced major components with City Fleet Manager authorization. This report will be based on extensive repairs made during the month for any vehicles that have been damaged due to deferred maintenance or misuse. It will include the following categories: engines, transmissions, differentials, final drives, transfer cases, hydraulic systems and frames.

Vehicles that have exceeded their optimal operating useful life and that continue to be repaired (with City Fleet Manager authorization) due to the operational need to their perspective departments will also be summarized and reported monthly.

#### **2. Automotive/ Equipment Preventative maintenance, service and repair times.**

The vendor shall adhere to and meet the service and repair timelines listed by Mitchell 1 for all preventative maintenance, service and repairs.

#### **3. Safety inspections and checklist**

All fleet vehicles are to undergo a vehicle safety inspection with a safety checklist to meet or exceed OEM spec and/or DOT requirements. The safety checklists will be provided by the vendor and approved by the City Fleet Manager. Additionally, a road test shall be performed on all vehicles that have a safety related repair and deemed safe prior to the release of that vehicle.

#### **4. Vehicle annual inspections and testing**

The vendor shall perform and/or oversee Dielectric and structural testing and ensure that this is done on an annual basis as per OSHA standards. Vendor will need to furnish final written reports of such inspections and should include recommended actions to be taken to correct any deficiencies found/noted during testing to the City Fleet Manager for review and approval.

The Vendor shall conduct Annual inspections of the fleet's heavy duty vehicles in accordance with the Florida Commercial motor vehicle standards. Inspection documentation shall be filed and stored accordingly.

#### **5. Repairs**

Repairs in excess of \$ 1,000 dollars or any piece of equipment that has pending repairs greater than fair market value must be approved prior to any repairs are to be done. The vendor will be provided with a form by the City Fleet Manager which must be filled out and forwarded to the City Fleet Manager for analysis and approval before any repairs can occur to that specific vehicle in question. Any repairs that occur within the scope listed above and that have not been preapproved will not be paid nor will the City be held liable for the cost of any of those repairs.

#### **6. Assessment of confiscated vehicles**

Upon request of the City Fleet Manager the vendor is to assist in the inspection and prepping confiscated vehicles not selected for disposal and will be paid for as Non-contract labor for length of the contract term.

#### **7. New vehicles and equipment**

The vendor shall inspect and accept the receipt of new vehicles and equipment. The vendor shall perform an inspection to ensure that the vehicle/equipment in question is fully operational as intended. The vendor must also ensure that the vehicle/

equipment delivered is in full compliance with the specifications listed on the Purchase Order and vehicle worksheet. The vendor will report any deficiencies or corrective work found in writing to the City Fleet Manager. Vendor will also input all vehicle data into the system.

#### **8. Cannibalization**

This method will be only used in extreme/ dire cases and only when it will affect the operation of the department in question. This request will require prior authorization by the City Fleet Manager.

#### **9. Training**

When required or requested by the City Fleet Manager the vendor shall provide an overall training on the primary functions of all machines new and used.

#### **10. Oil sampling**

Vendor shall develop and implement an oil sampling program for all of the various fleet vehicles and equipment. As diagnostic aid in determining repair / service levels and intervals. If an adjustment in service intervals is required in terms of the condition of the vehicles and / or fiscal ramifications, then the vendor will make a recommendation to the City Fleet manger where it will be reviewed.

#### **11. Outsourced Work**

The shall use the City's new repair estimate form and it shall be completed and approved by the City Fleet Manager prior to any outside work being performed. At least three repair quotes shall be attained to the City's Fleet Manager for review and approval. Any and all warranties expressed for these repairs must appear on the repair estimate form.

#### **12. Bulk Issuance of fluids and minor parts**

If and when the Fleet Manager requests that minor parts and /or fluids be provided to certain departmental end users in bulk, it will be furnished at cost per the length of the contract term.

#### **13. In-house Hydraulic press and the re/or creation of hydraulic hoses**

The vendor shall ensure that staff that is capable of using a hydraulic press be made readily available and be able to create and/ or recreate hydraulic hoses that meet or exceed OEM standards using raw materials EG: couplers, fittings, hoses and ETC for the entirety of the contract term.

#### **14. Fleet Data**

The vendor shall assist in the conversion of all data (2006-current) pertain the City's fleet to any new software that the city would implement and / or at the City's discrepancy within a reasonable timeline. The timeline will be given by the City's fleet Manager with assistance of the City's IT department. Penalties will be implemented for not meeting the specified deadlines given.

#### **15. Mechanics work stations and computers**

The vendor shall work with the City's Fleet Manager to ensure that the proper amount of work stations are strategically placed for the mechanics to input any and all maintenance/ repairs, service and notes in regards to the vehicles they are currently working on.

#### **16. Contractual termination or end of contract**

All Data pertaining to any services performed under this contract of any and all of the fleet vehicles and equipment (Light - HD) are property of the City. All data will be released upon request in a commonly requested format (I.e. Excel, csv).