



## PIGGYBACK CONTRACT

The City of Fort Pierce ("City") enters this Piggyback Contract with **Econolite Systems, Inc.** (hereafter referred to as the "Vendor"), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

1. The City's Purchasing Policy allows for purchases to be made directly from any federal, state, county, city or other governmental contract providing that said contract was the result of a bona fide competitive process and is a current contract. As defined in this contract, the term "Piggyback" refers to City purchases made under the allowance in the City's Purchasing Policy.
2. The parties agree that the Vendor has entered a contract with **St. Lucie County**, said contract being identified as: **St. Lucie County Contract, Contract C25-11-1055** (said original contract being referred to as the "original government contract").
3. The original government contract is incorporated here by reference and is attached as Exhibit "A" to this contract. The terms and conditions of **Exhibit "A"** shall be fully binding upon the City and the Vendor.
4. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this contract between the Vendor and the City of Fort Pierce, as follows:
  - a) Time Period ("Term") of agreement: **The date the Agreement is entered through November 4, 2028**
  - b) Insurance Requirements: **No Change**
  - c) Any other provisions that will be modified: **No Change**  
Address change for the City of Fort Pierce: Notwithstanding the address and contract information for the government entity as set out in **Exhibit "A"**, the Vendor agrees to send notices, invoices and will conduct all business with:

City of Fort Pierce, Florida  
Attention: Finance  
100 N. U.S. Hwy 1, Fort Pierce, FL 34954  
Telephone: (772) 467-3000  
Email: [dfaniel@cityoffortpierce.com](mailto:dfaniel@cityoffortpierce.com)
  - d) The City's Project Manager and associated contact information is listed below:

Name: Mark Zrallack, P.E.  
Title: City Engineer  
Address: 100 N US Highway 1, Fort Pierce, FL 34950  
Telephone: 772-467-3773  
Email: [mzrallack@cityoffortpierce.com](mailto:mzrallack@cityoffortpierce.com)

5. Notwithstanding anything in **Exhibit "A"** to the contrary, the venue of any dispute will be in St Lucie County, Florida. Litigation between the parties arising out of this contract must be St Lucie County Florida, in the Court of appropriate jurisdiction. The Laws of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.
6. The parties understand, acknowledge and agree that City of Fort Pierce shall be substituted for any reference to St. Lucie County and as user or buyer of the VENDOR'S goods and/or services provided that such reference does not increase City of Fort Pierce's liability and/or responsibilities for goods and/or services beyond those specifically described in **Exhibit A** of this Agreement. The Parties' Agreement shall consist of these terms and conditions and **Exhibit A** (hereinafter referred to as the "Agreement"). If there is a conflict between these documents, then in order of preference the terms and conditions contained in this document control first, then **Exhibit A**.
7. Notwithstanding any other provision in **Exhibit "A"** to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this contract. Dispute Resolution shall be through voluntary and non-binding mediation, negotiation, or litigation in the court of appropriate jurisdiction in St Lucie County Florida, with the parties bearing the costs of their own legal fees with respect to any dispute resolution, including litigation.
8. At all times, Vendor shall comply with Florida's public records laws. Vendor shall abide by all public records laws, and specifically: (1) Keep and maintain public records required by the public agency to perform the service; (2) Upon request from the public agency'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; (3) 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 Vendor does not transfer the records to the public agency; (4) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Vendor or keep and maintain public records required by the public agency to perform the service. If the Vendor transfers all public records to the public agency upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable

requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency

**IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY OF FORT PIERCE'S CUSTODIAN OF PUBLIC RECORDS AT [PUBLICRECORDS@CITYOFFORTPIERCE.COM](mailto:PUBLICRECORDS@CITYOFFORTPIERCE.COM) OR 772-467-3065; LOCATED AT 100 N. US HIGHWAY 1, FORT PIERCE, FL 34950.**

10. Nothing contained in **Exhibit "A"**, **Exhibit "B"**, or this Piggyback Contract is intended to or shall be read to waive the City's Sovereign Immunity or to increase the limits thereto, pursuant to section 768.28, Florida Statutes.
11. All requirements of Section 448.095, Florida Statutes, shall be complied with by Vendor. In accordance with, Section 448.095, Florida Statutes, Vendor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract. If Vendor enters into a contract with a subcontractor performing work or providing services on its behalf, Vendor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>. Vendor shall, upon request, provide evidence of compliance with this provision to the City. An agreement terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this Agreement with Vendor, Vendor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. Vendor is liable for any additional costs incurred by the City as a result of the termination of this Agreement under Section 448.095, Florida Statutes.

12. **Exhibit "C"** to this Piggyback Contract, an affidavit stating that Vendor does not use coercion for labor or services, must be signed by an officer or representative of Vendor upon entering the Agreement, in accordance with Florida Statute Section 787.06(14).
13. Vendor shall, at all times hereafter, indemnify, defend, and hold harmless the City, its Board, members, officials, officers, directors, agents and employees from and against any and all claims, suits, actions, demands, causes of actions of any kind or nature, including all costs, expenses and attorney's fees, arising out of the negligent or wrongful act or omission of VENDOR, its officers, agents, employees, servants, independent contractors or subcontractors.
14. City shall not be liable for and Vendor agrees to indemnify City against any liability resulting from injury or illness, of any kind whatsoever, to Vendor's employees, agents, representatives, designees, or servants during the performance of the services, duties, and responsibilities contemplated herein.
15. City shall not in any respect indemnify, defend, or hold harmless the Vendor.
16. Notwithstanding any other provision in any Exhibit to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this contract. Dispute Resolution shall be through voluntary and non-binding mediation, negotiation, or litigation in the court of appropriate jurisdiction in St Lucie County Florida, with the parties bearing the costs of their own legal fees with respect to any dispute resolution, including litigation.
17. Vendor shall comply with all insurance requirements in **Exhibit "D"**.
18. Notwithstanding any other provision in **Exhibit "A"** to the contrary, the insurance, indemnification, and payment provisions as set forth in the original government contract and this Piggyback Contract shall survive the termination or expiration of this Agreement.

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Entered this 14<sup>th</sup> day of April, 2026.

**ECONOLITE SYSTEMS, INC.**

By: [Signature]  
Title: Vice President  
Date: 4/15/2026  
Attested by: [Signature]  
Name: JULIE BYE

**CITY OF FORT PIERCE:**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Attested by: \_\_\_\_\_  
Name: \_\_\_\_\_

**Approved as to Form and Correctness:**

\_\_\_\_\_  
**Sara Hedges, City Attorney**

- Exhibit A – Original Government Contract**
- Exhibit B – Scope of Work/Proposal**
- Exhibit C – Affidavit Regarding Use of Coercion for Labor or Services**
- Exhibit D – Insurance Requirements**

**EXHIBIT "A"**

**ORIGINAL GOVERNMENT CONTRACT**

**ST. LUCIE COUNTY CONTRACT NO. C25-11-1055**

**SIGNAL MAINTENANCE AND MASTER CONSTRUCTION CONTRACT**

# CONTRACT

THIS CONTRACT, made this 4<sup>th</sup> day of November, 2025, between ST. LUCIE COUNTY, a political subdivision of the State of Florida, hereinafter called the "COUNTY", and ECONOLITE SYSTEMS, INC., or his, its or their successors, executors, administrators, and assigns hereinafter called the "CONTRACTOR":

## WITNESSETH:

1. **PURPOSE**

That Contractor agrees with County, for the consideration herein mentioned, at his, its or their own proper cost and expense to do all the Work and furnish all the materials, equipment, supplies, and labor necessary to carry out this Contract in the manner and to the full extent as set forth in the Contract Documents, and to the satisfaction of the duly authorized representatives of St. Lucie County, who shall have at all times full opportunity to inspect the materials to be furnished and the Work to be done under this Contract.

2. **GENERAL DESCRIPTION OF WORK**

It is agreed that the Work to be done under this Contract is: **Signal Maintenance and Master Construction Contract** as further described in **St. Lucie County Bid No. 25-089**, made a part hereof by this reference.

3. **PROJECT MANAGER**

The Project Manager for the County is Robert Andrejczak at (772) 462-6408. The Project Manager for the Contractor is Frank Stock at (406) 220-4265.

The parties shall direct all matters arising in connection with the performance of this Contract, other than invoices and notices, to the attention of the Project Managers for attempted resolution or action. Except as otherwise provided for in this Contract, the Project Managers shall be responsible for overall resolution or action. The Project Managers shall be responsible for overall coordination and oversight relating to the performance of this Contract. The Project Manager, however, has no authority to approve or execute Change Order Work except as set forth in the County Purchasing Manual.

The Contractor shall keep during the term of this Contract a competent Project Manager, any necessary assistants, all satisfactory to the County's Project Manager. The Contractor, as soon as possible after the award of the contract, but prior to the Notice-to-Proceed, shall furnish in writing to the County's Project manager the name and qualifications of the Project Manager who will be in charge of the project, along with the Project Manager's cell phone/direct connect number. The County's Project Manager may reply within fourteen (14) days to the contractor in writing stating whether he/she has an objection to the proposed Project Manager or requires additional time for review. The failure of the County's Project Manager to make objection to the Contractor's Project Manager within the fourteen (14) days of receipt shall constitute an acceptance of such Project Manager.

The Contractor shall not use a Project Manager to whom the County has made reasonable and timely objection. The Contractor shall not change their Project Manager without the County's consent. The County's Project Manager shall be able to reach the Contractor's Project Manager at their cell number. The Contractor shall give sufficient superintendence to the work using his best skill and attention. At any time the County's Project Manager, with or without cause, may request that the Contractor replace any individual with an individual acceptable to the County.

**4. CONTRACT DOCUMENTS**

The Contract Documents which comprise the Contract between the County and the Contractor are attached hereto and made part hereof and consist of the following:

- A. This Contract, consisting of pages 01 through 12 inclusive.
- B. Contractor's Bid and Bid Bonds, consisting of 23 pages.
- C. Bid Documents, consisting of:
  - Call for Bids and Instructions to Bidders, Section 00100
  - Bidder's Checklist, Section 00110
  - Bid Forms, Section 00300
  - Scope of Work, page 12 to 13, inclusive
  - Special Provisions, page 14 to 15, inclusive
  - Schedule "A" – Example Work Document
  - Schedule "B" – Inventory/Spare Parts List to be Carried
  - Schedule "B" – St. Lucie County Traffic Signals Standards
  - Bidder's Qualification Statement, page 20 to 21, inclusive
  - Confirmation of Drug-Free Workplace, Section 00454
  - Non-Collusion Affidavit, Section 00455
  - General Conditions, Section 00700
  - Attachment A – Applicable Federal Terms
  - Attachment B – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower-Tier Covered Transactions
  - Attachment C – Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
- D. Addenda No. 01 to 02, inclusive.
- E. Insurance Certificates which shall be provided by the Contractor, along with the return of an executed copy of this Contract.
- F. Any Modifications, including change orders, duly delivered after execution of this Contract.

Except for duly authorized and executed Modifications including but not limited to change orders and contract amendments, any conflict between the terms and conditions of this Contract and the terms and conditions of any of the other contract documents shall be interpreted in favor of this Contract.

**5. PERFORMANCE GUARANTY**

That Contractor guarantees to repair, replace or otherwise make good to the satisfaction of the County any defect in workmanship or material appearing in the Work; and further guarantees the successful performance of the Work for the service intended. Neither inspection nor payment, including

final payment, by the County shall relieve the Contractor or its Surety from his or its obligations to do and complete the Work in accordance with this Contract. If the County deems it inexpedient to require the Contractor to correct deficient or defective Work, an equitable deduction from the contract price shall be made therefore or in the alternative, if the expense incurred by the County to correct deficient or defective Work exceeds the unpaid balance on this Contract, the Contractor shall pay the difference to the County. The liability of the Contractor and its surety or sureties for such payment is joint and several.

**6. TERM**

The term of this contract shall be for a period of three (3) years beginning on the date first written above. Upon mutual written agreement, this Contract may be extended for two (2) additional one-year renewal periods pursuant to the same terms and conditions.

**7. CONTRACT PAYMENT**

The County shall pay the Contractor for the performance of this Contract and completion of the project in accordance with the Contract Documents, subject to adjustment by change order, the total amount in current funds being: AS FOLLOWS:

<b>HOURLY RATES</b>		
Traffic Signal Tech, IMSA III - Daytime Weekdays (8am – 5pm)	Hourly	\$ 132.51
Traffic Signal Tech, IMSA III - Overnight Weekdays (5pm – 8am), Weekends, and Holidays	Hourly	\$ 198.76
Traffic Signal Tech, IMSA II - Daytime Weekdays (8am – 5pm)	Hourly	\$ 114.46
Traffic Signal Tech, IMSA II - Overnight Weekdays (5pm – 8am), Weekends, and Holidays	Hourly	\$ 155.14
Technician - Daytime Weekdays (8am – 5pm)	Hourly	\$ 114.46
Technician - Overnight Weekdays (5pm – 8am), Weekends, and Holidays	Hourly	\$ 155.14
Project Manager / Supervisor	Hourly	\$ 142.20
Bucket Truck	Hourly	\$ 45.94
Pickup Truck	Hourly	\$ 45.94
Actual Cost (including shipping and tax) Plus		15%

The County shall pay the Contractor through payments issued by the County Finance Department in accordance with the Florida Prompt Payment Act of the Florida Statutes, Chapter 218.70, upon receipt of the certified invoice from the County Project Manager. The parties agree, however, that any payments withheld as liquidated damages or for any other reason allowed by this Contract, shall not be governed by the Florida Prompt Payment Act.

**8. SUBCONTRACTORS**

In the event Contractor requires the services of any subcontractor or professional associate in connection with the Work to be performed under this Contract, the Contractor shall secure the written approval of the County Project Manager before engaging such subcontractor or professional associate.

9. **AUDIT**

The Contractor agrees that the County or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Contract. The Contractor agrees that payment(s) made under this Contract shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Contract. The Contractor shall refund by check payable to the County the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

10. **PUBLIC RECORDS**

The Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Contract. Specifically, the Contractor shall:

- (a) Keep and maintain public records required by the County to perform the service.
- (b) Upon request from the County's custodian of public records, provide the County 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 Section 119 Florida Statutes or as otherwise provided by law.
- (c) 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 County.
- (d) Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All record stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology system of the County.

**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 (772)462-1441, [Susan.Bellamy@stlucieco.gov](mailto:Susan.Bellamy@stlucieco.gov), COUNTY ATTORNEY'S OFFICE 2300 VIRGINIA AVENUE, FORT PIERCE, FL 34982**

11. **GUARANTEE**

The Contractor guarantees to repair, replace or otherwise make good to the satisfaction of the County any defects in workmanship or material appearing in the work within one year after the day of the certificate for final performance of the work for the service intended. Contractor further guarantees the successful performance of the work for the service intended. Neither inspection nor payment, including final payment by the County shall relieve the Contractor from his or its obligations to do and complete the work in accordance with this contract. If the County deems it inexpedient to require the Contractor to correct deficient or defective materials or labor, an equitable deduction from the contract price shall be made therefore or in the alternative, the County may sue for damages. This guarantee is in addition to any other warranty available to the County for the Work including but not limited to manufacturers warranties.

12. **CONTRACTOR RESPONSIBILITY**

The Contractor is an independent contractor and is not an employee or agent of the County. Nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor, between the County and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Contract. The Contractor shall take the whole responsibility for the means, methods, techniques, sequences, and production of the Work.

The Contractor shall bear all losses resulting to him, or its, on account of the amount or character of the Work, or because of the nature of the ground beneath, in or on which the Work is done is different from what was assumed or expected, or because of bad weather, or because of errors or omissions in his or its bid on the Contract price, or except as otherwise provided in the Contract Documents because of any other causes whatsoever. Execution of this Contract by the Contractor is a representation that the Contractor has visited the site, has conducted a sufficient investigation of the surface and sub-surface conditions in order to submit its bid, has become familiar with the local conditions under which the Work is to be performed, and correlated personal observations with the requirements of the Contract Documents.

The Contractor shall protect the entire Work, all materials under the Contract and the County's property (including machinery and equipment) in, or on, or adjacent to the site of the Work until final completion and Work, from the action of the elements, acts of other contractors, or except as otherwise provided in the Contract Documents, and from any other causes whatsoever; should any damage occur by reason of any of the foregoing, the Contractor shall repair at his, or its, own expenses to the satisfaction of the County or its Project Manager. Neither the County nor its officers, employees or agents assume any responsibility for collection of indemnities or damages from any person or persons causing injury to the Work of the Contractor.

At his, or its expense, the Contractor shall take all necessary precautions (including without limitation) the furnishing of guards, fences, warnings signs, walks, flags, cables and lights for the safety of and the prevention of injury, loss and damage to persons and property (including without limitation) in the term persons, members of the public, the County and its employees and agents, the Project Manager and his employees, Contractor's employees, his or its subcontractors and their respective employees, other contractors, their subcontractors and respective employees, on, about or adjacent to the premises where said Work is being performed, and shall comply with all applicable provisions of safety laws, rules, ordinances, regulations and orders of duly constituted public authorities and building codes.

The Contractor assumes all risk of loss, damage and destruction to all of his or its materials, tools appliances and property of every description and that of his or its subcontractors and of their respective employees or agents, and injury to or death of the Contractor, his or its employees, subcontractors or their respective employees or agents, including legal fees, court costs or other legal expenses, arising out of or in connection with the performance of this Contract.

13. **INDEMNITY**

The Contractor shall indemnify and hold harmless the County and its officers, and employees, from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers and employees may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract. The Contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

14. **INSPECTION**

The project will be inspected by the Project Manager and will be rejected if it is not in conformity with the Contract provisions. Rejected Work will be immediately corrected by the Contractor. When the Work is substantially completed, the Contractor shall notify the County in writing that the Work shall be ready for final inspection on a definite date, at least three (3) calendar days thereafter, which shall be stated in such notice.

15. **INSURANCE**

Each such general liability certificate shall include the following wording: "St. Lucie County, its officers, agents and employees are named as additional insured's with respect to the work performed under this Contract for Signal Maintenance and Master Construction Contract, St. Lucie County Bid No. 25-089".

**Commercial General Liability:**

The Contractor shall maintain and, prior to commencement of this contract, provide the County with evidence of commercial general liability insurance to include: 1) premises for limits of not less than \$1,000,000 per occurrence; and 2) a general aggregate limit of not less than \$2,000,000. The policy shall also provide the County will be given a thirty (30) day written notice of cancellation or non-renewal.

**Business Automobile Liability:**

The Contractor shall maintain and, prior to commencement of this contract, provide the County with evidence of business automobile liability insurance to include: 1) coverage for any automobile for limits of not less than \$1,000,000 combined single limit (bodily injury & property damage) per accident and 2) Personal Injury Protection (Florida no-fault) with full statutory limits. The policy shall also provide the County will be given a thirty (30) day written notice of cancellation or non-renewal.

**Workers' Compensation and Employers Liability:**

The Contractor shall maintain and, prior to commence of this contract, provide the County with evidence of workers' compensation insurance providing Florida statutory (F.S. 440) limits to cover all employees and include Employers Liability coverage with limits of not less than \$500,000 for accidents or disease. The policy shall also provide the County will be given a thirty (30) day written notice of cancellation or non-renewal.

16. **DEFAULT; TERMINATION**

A. **FOR CAUSE**

If the Contractor fails to fulfill its obligations under this Contract in a timely and proper manner, the County shall have the right, but not the obligation, to terminate this Contract by giving written notice of any deficiency and by allowing the party in default seven (7) calendar days to correct the deficiency. If the Contractor fails to correct the deficiency within the seven calendar day period, this Contract shall terminate at the expiration of that time period.

With regard to the Contractor, the following items shall be considered a default under this Contract:

- (1) If the Contractor should be adjudged bankrupt, or if he, or it, should make a general assignment for the benefit of his, or its, creditors, or if a receiver should be appointed on account of his, or its, insolvency.
- (2) If the Contractor should refuse or fail, except in cases for which an extension of time is provided, to supply enough properly skilled workmen or proper material to meet the project schedule or if the Contractor should fail to make prompt payment for materials, or labor or other services entering into the Work.
- (3) If the Contractor disregards laws, ordinances, or the instructions of the Project Manager or otherwise be guilty of a substantial violation of the provisions of the Contract.
- (4) Fails to perform any of the terms of this Contract or performs work which fails to conform to the requirements of this Contract.

In the event of termination, the County may take possession of the premises and all materials, tools, and appliances, thereon and finish the Work by whatever method it may deem expedient. In such cases, the Contractor shall only be entitled to receive payment for Work satisfactorily completed prior to

the termination date, subject to any setoffs due the County in completing the Project and for reimbursement of damages incurred. The County may take possession of and use any materials, plant, tools, equipment, and property of any kind furnished by Contractor to complete the Work. If the expense incurred by the County to finish the Work exceeds the unpaid balance on this Contract, the Contractor shall pay the difference to the County. The expense incurred by the County as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Project Manager. The Contractor shall be responsible for both liquidated damages attributable to delay and for excess completion costs. The liability of the Contractor and its surety or sureties for such damages and costs is joint and several. The obligations of the Contractor and his surety with respect to the warranty and maintenance shall remain in full force and effect for the portion of the Work completed by the Contractor and shall not expire until the expiration of the prescribed time period measured from the final acceptance of the project in its entirety. These clauses shall survive the termination of this Contract. If the County makes a determination pursuant to this Contract to hold the Contractor in default and terminate the Contract for cause and it is subsequently determined that any such determination was improper, unwarranted, or wrongful, then any such termination shall be deemed for all purposes as a termination without cause as described below. The Contractor agrees that it shall be entitled to no damages, allowances or expenses of any kind other than as provided in this Agreement in connection with such termination, and does expressly waive, in the event of termination, any and all claims for consequential damages, loss of bonding capacity, destruction of business, unabsorbed home office overhead, lost profit and the like.

B. WITHOUT CAUSE

Either party may terminate the Contract without cause at any time upon thirty (30) calendar days prior written notice to the other party. In the event of termination, the County shall compensate the Contractor for all authorized work satisfactorily and responsibly completed through the termination date. Upon such termination, the Contractor waives any claims for damages from the termination without cause, including without limitation, any and all consequential claims as set forth above, and as the sole right and remedy of the Contractor, the County shall compensate the Contractor for all authorized Work satisfactorily and responsibly completed through the termination date.

C. SCRUTINIZED COMPANIES TERMINATION

The County may immediately terminate the Contract without cause at any time upon ascertaining that pursuant to § 287.135, Florida Statutes, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, or at any time thereafter, the company: (1) is on the Scrutinized Companies that Boycott Israel List, created pursuant to § 215.4725, Florida Statutes, or is engaged in a boycott of Israel; (2) is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to § 215.473, Florida Statutes; or (3) is engaged in business operations in Cuba or Syria. Furthermore, the County may immediately terminate the Contract if it is determined that the company submitted a false certification stating that it was not (1) on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel; (2) was not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (3) or was not engaged in business operations in Cuba or Syria when in fact the company was engaged in such activities at the time of the bid or proposal, or at the time of entering into or renewing the Contract.

17. **NON-DISCRIMINATION**

Contractor covenants and agrees that Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of the Contract with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicaps (except where based on a bonafide occupational qualification); or because of marital status, race, color, religion, national origin or ancestry.

18. **E-VERIFY/ VERIFICATION OF EMPLOYMENT STATUS**

As required by Section 448.095(2)(a), the Contractor and subcontractor shall register with and use the E-Verify System to verify the work authorization status of all newly hired employees. The County, Contractor, or subcontractor may not enter into a Contract unless each party to the Contract registers with and uses the E-Verify System. The Contractor shall provide documentation of their compliance of this requirement to the County upon request.

If the Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of this Contract.

The County will not intentionally award contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions of the Immigration and Nationality Act ("INA"). The County shall consider the employment by the Contractor of unauthorized aliens a violation of 8 U.S.C. Section 1324a(e) [Section 274A(e) of the INA]. The Contractor agrees that such violation by the Contractor shall be grounds for the unilateral cancellation of this Contract by the County.

19. **PRODUCTS OR MATERIALS WITH RECYCLED CONTENT**

Contractor is required to procure products or materials with recycled content with respect to Work performed or products supplied under the contract when those products or materials are available at reasonable prices. A decision to not procure such items must be based on a determination that such procurement:

- a) Is not available within a reasonable period of time; or
- b) Fails to meet the performance standards set forth in the applicable specifications or fails to meet the reasonable performance standards of the agency.

Contractor shall provide the County with a written statement indicating what recycled products were used or supplied. If a decision was made not to use recycled products, Contractor shall provide County with a written statement indicating the basis for the decision using the above criteria.

20. **FLORIDA PRODUCED LUMBER**

Where applicable Contractor agrees to comply with the provisions of Section 255.20, Florida Statutes, as may be amended from time to time.

21. **ASBESTOS-FREE MATERIALS**

Contractor shall not use any asbestos or asbestos-based fiber materials in the Work performed under this Contract.

22. **ASSIGNMENT**

The County reserves the right to freely assign this Contract. The Contractor, however, shall not assign this Contract to any other persons or firm without first obtaining County's written approval. In addition, the Contractor shall not have the right to assign any or all of its rights and interests under this agreement to any subsidiary or parent company, or any successor to its business through merger, consolidation, voluntary sale, or transfer of substantially all of its assets without the express written consent of the County. For purposes of this paragraph, a transfer of substantially all of its assets shall be deemed to occur when the owner(s) of more than 50% of the proprietary interest in the business entity transfer, other than between themselves, their immediate families or their heirs, such proprietary interest to another person, firm, partnership, corporation or business entity. Any attempt to effect an assignment without County's prior written consent shall be deemed a default subject to the remedies provided herein.

23. **NOTICES**

All notices, requests, consents, and other communications required or permitted under this Contract shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

**As to County:**

St. Lucie County Administrator  
Administration Annex  
2300 Virginia Avenue  
Ft. Pierce, FL 34982

**With a Copy To:**

St. Lucie County Attorney  
Administration Annex  
2300 Virginia Avenue  
Ft. Pierce, FL 34982

**As To Contractor:**

Econolite Systems, Inc.  
6091 Johns Road, Suite 2  
Tampa, Florida 33634  
Phone: (703) 789-5125  
Email: [sdefazio@econolite.com](mailto:sdefazio@econolite.com)

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

24. **NON-WAIVER**

The rights of the parties under this Contract shall be cumulative and the failure of either party to exercise properly any rights given hereunder shall not operate to forfeit any of the said rights.

25. **CONFLICT OF INTEREST**

The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes and as may be amended from time to time. The Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor shall promptly notify the County in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of Work that the Contractor may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the County shall so state in the notification and the Contractor shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Contractor under the terms of this Contract.

26. **DISPUTE RESOLUTION**

Any disputes relating to interpretation of the terms of this Contract or a question of fact or arising under this Contract shall be resolved through good faith efforts upon the part of the Contractor and the County or its Project Manager. At all times, the Contractor shall carry on the work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the County or its representatives, pending a final resolution of the dispute, including, if necessary, any determination by a Court of competent jurisdiction. Any dispute which is not resolved by mutual agreement shall be decided by the County Administrator who shall reduce the decision to writing. The decision of the County shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

27. **MEDIATION**

Prior to initiating any litigation concerning this Contract, the parties agree to submit the disputed issue or issues to a mediator for non-binding mediation. The parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of Court for St. Lucie County. The fee of the mediator shall be shared equally by the parties. To the extent allowed by law, the mediation process shall be confidential and the results of the mediation or any testimony or argument introduced at the

mediation shall not be admissible as evidence in any subsequent proceeding concerning the disputed issue.

28. ANTITRUST ASSIGNMENT

The Contractor and the County and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida and local governments. Therefore, the Contractor assigns to the State of Florida and the County any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

29. INTERPRETATION; VENUE

This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Contract may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Contract shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this Contract, venue shall be exclusively in the Nineteenth Judicial Circuit for St. Lucie County, Florida, for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

ATTEST:

*Kira Smith*  
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY, FLORIDA

BY: *Tomie Lee Fowler*  
CHAIR



APPROVED AS TO FORM AND CORRECTNESS:

*[Signature]*  
INTERIM COUNTY ATTORNEY

ECONOLITE SYSTEMS, INC.

BY: *Stephanie DeFazio*

PRINT NAME: Stephanie DeFazio

TITLE: Vice President

DATE: 11/13/2025

SECTION 00110

Econolite Systems, Inc.

ST. LUCIE COUNTY BOARD OF COUNTY COMMISSIONERS

BIDDER'S CHECK LIST

THIS SHOULD BE THE FIRST PAGE OF YOUR BID

**BIDS SHALL BE REJECTED AS NON-RESPONSIVE** if the following documents and/or attachments are not completely filled out and submitted with your bid. Before sending in your bid, please make sure you have completed and included with bid submittal all of the following:

- Bid Form and Bidder's Qualification Questionnaire
- Two (2) copies of either a State License/Certification or County Competency Card (See Section 00100, Article 24.0)
- Please complete in their entirety; Sections; 00110 (Bidder's Checklist); 00300 (Bid Form and Bidder's Qualification Questionnaire), 00455 (Non-Collusion Affidavit) and Confirmation of Drug Free Workplace, Attachment A - Applicable Federal Terms, Attachment B - Certification regarding Debarment, Attachment C - Certification Regarding Contracts, Grants, Loans & Cooperative Agreements.
- Include proof of proper licensing as stated in bid documents:
  - a) Due to the nature of this contract CONTRACTOR must have a current Certificate of Qualification from the Florida Department of Transportation. A copy of the current Certificate of Qualification must be attached to the Bid documents for this Bid to be valid.
  - b) CONTRACTOR must have a current St. Lucie County Electrical Contractors license, and a copy must be attached to the Bid documents, or this Bid will be invalid.
  - c) The CONTRACTOR shall submit with the BID, an IMSA Certified Level II/III Traffic Signal Field Technician and Area Superintendent.
- Bid Form (Section 200) must be complete and have an original signature (preferably signed in blue ink).
- Every page that has anything handwritten on it must be imprinted with the company's name on the top right-hand corner of the page.
- Acknowledge in the bid any and all addendums issued and manually sign each addendum sheet and submit it with your bid.
- Erasures, as well as descriptive literature, brochures and/or data must be initialed by the person signing the bid.
- Enclose One (Original) Bid Package, and Two (2) copies of the bid package, as well as two (2) sets of any descriptive literature, brochures and/or supporting data. Bidders are advised to make and retain a separate copy of this bid package for your files.
- Return bid in an envelope with the bid number and name of bid printed on the front of the envelope. If using Fed-Ex or UPS, please keep bid in a separate sealed envelope when placing it in their packaging.
- If you desire a copy of the bid tabulation, include a self-addressed, stamped envelope for bid tabulation to be mailed back to you

PLEASE INITIAL AND RETURN WITH BID FORM

**SECTION 00300**  
**BID FORM**

**BID No. 25-089**  
**Signal Maintenance and Master Construction Contract**

Board of County Commissioners  
St. Lucie County, Florida  
2300 Virginia Avenue  
Fort Pierce, FL 34982

*(BIDDER'S COMPANY NAME)*

I, Stephanie DeFazio Representing Econolite Systems, Inc. Company and/or Corporation, agree to perform, the Signal Maintenance & Master Construction Contract as specified and described herein:

I have received the documents titled "SIGNAL MAINTENANCE & MASTER CONSTRUCTION CONTRACT." I have also received addenda numbers 2 thru 2 and have included their provisions in my Bid. I have examined both the Bid documents and the construction site(s) and submit the following Bid in which I agree:

1. To hold my Bid open until an agreement has been executed between the Owner and accepted Bidder or until ninety (90) days after Bids are opened, whichever is longer.
2. To enter into and execute a Contract on the basis of this Bid and, if necessary, to furnish a one hundred percent (100%) Public Construction Bond in accordance with the Instructions to Bidders to guarantee my workmanship and materials to be free from construction defects for a period of not less than one (1) year, if this Bid is accepted.
4. To accomplish the work included in and in accordance with the Contract Documents, if this Bid is accepted.
5. This contract will be for a period of three (3) years with an option of two (2) one (1) year renewals.
6. Regarding Compensation for proposed work. If this Bid is accepted, I will PERFORM THE WORK REQUIRED for this bid on a unit price basis as reflected in the Bid Unit Price Schedule on pages through 3 of this Bid.
7. Regarding the Award of the Contract. If I am awarded a contract for this project, I understand that the award will be for all of the Items listed under the Bid Unit Price Schedule.
8. Maintenance work performed on this contract shall be in accordance with Option A as determined by the COUNTY for the period of the contract.

**BID NO. 25-089**  
**Signal Maintenance & Master Construction Contract**

I, Stephanle DeFazio REPRESENTING Econolite Systems, Inc. Company and/or Corporation, agree to provide Signal Maintenance & Master Construction Contract, as specified and described herein for the unit prices submitted on the Bid Form.

HOURLY RATES		
Traffic Signal Tech, IMSA III - Daytime Weekdays (8am – 5pm)	Hourly	\$ 132.51
Traffic Signal Tech, IMSA III - Overnight Weekdays (5pm – 8am), Weekends, and Holidays	Hourly	\$ 198.76
Traffic Signal Tech, IMSA II - Daytime Weekdays (8am – 5pm)	Hourly	\$ 114.46
Traffic Signal Tech, IMSA II - Overnight Weekdays (5pm – 8am), Weekends, and Holidays	Hourly	\$ 155.14
Technician - Daytime Weekdays (5pm – 8am), Weekends, and Holidays	Hourly	\$ 114.46
Technician - Overnight Weekdays (5pm – 8am), Weekends, and Holidays	Hourly	\$ 155.14
Project Manager / Supervisor	Hourly	\$ 142.20
Bucket Truck	Hourly	\$ 45.94
Pickup Truck	Hourly	\$ 45.94
	<b>Total</b>	<b>\$ 1,096.63</b>

Actual Cost (including shipping and tax) Plus	15 %
---	------

Company Name Econolite Systems, Inc.

Contact Person Stephanle DeFazio

City, State, Zip Code 6091 Johns Rd, Ste 2, Tampa, FL 33634 US

Business Phone Number (703) 789-5125

E-Mail Address sdefazio@econolite.com

Fax Number N/A

Cell Phone Number (703) 789-5125

**(MUST BE SUBMITTED WITH BID FORM)**

BIDDER'S QUALIFICATIONS STATEMENT

BID No. 25-089

SIGNAL MAINTENANCE AND MASTER CONSTRUCTION CONTRACT

THE UNDERSIGNED GUARANTEES THE TRUTH AND ACCURACY OF ALL STATEMENTS AND ANSWERS HEREIN CONTAINED:

BIDDER'S GENERAL INFORMATION:

Bidder shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

1. Bidder's Name, Principal Address, Phone and Fax Number:

\_\_\_\_\_

Econolite Systems, Inc.

\_\_\_\_\_

6091 Johns Rd, Ste 2, Tampa, FL 33634 US

\_\_\_\_\_

Phone (703) 789-5125

\_\_\_\_\_

Fax N/A

\_\_\_\_\_

2. Number of years as a Contractor in this type of work: 23

3. Names and titles of all officers, partners or individuals doing business under trade name:

<u>Andy Myers - President &amp; CEO</u>	<u>Muhammad Khan - Dir. Accounting &amp; Asst. Secretary</u>
<u>Huy Huynh - VP, Finance &amp; Treasurer</u>	<u>James Madden - Senior VP, U.S. Sales</u>
<u>Alice Cook - General Counsel &amp; Secretary</u>	<u>Stephanie DeFazio - VP, Field Services</u>

Please provide proof of State Certification and/or State Registration by attaching copies of State Certifications. State Registrations shall also be accompanied by proof of St. Lucie County Certificate(s) of Competency by attaching copies of County Certificate(s). Possession of either a State License or Certification must be attained prior to bid submittal.

4. The business is a: Sole Proprietorship  Partnership  Corporation

5. Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

\_\_\_\_\_

Marsh Risk & Insurance Services, 7901 Von Karman Ave., Suite 1100, Irvine, CA 92614

\_\_\_\_\_

Kathy R. Malr, (949) 399-6880, kathy.r.malr@marsh.com,

\_\_\_\_\_

6. What is the last project of this nature that you have completed as the Prime Contractor (not as a sub-contractor)?

Hillsborough County, FL, Traffic Signal ITS Maintenance, 1/2024 – 1/2027, \$2.9M to date

7. Have you ever failed to complete work awarded to you? If so, when, where and why?

No.

8. List the pertinent experience of the key individuals of your organization (continue on Insert sheet, if necessary).

See attached SOQ.

9. State the name and licensing of the individual who will have personal supervision of the WORK.

See attached SOQ and IMSA certificates.

10. Will you sublet any part of this WORK? If so, give details.

No.

11. What equipment do you own that is available for the WORK? (Attach additional sheets as necessary)

See attached SOQ.

12. What equipment will you purchase for the proposed WORK?

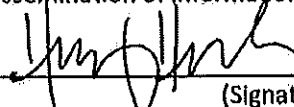
Econolite is fully equipped to meet the needs of this contract.

17. What equipment will you rent for the proposed WORK?

Econolite is fully equipped to meet the needs of this contract.

The BIDDER acknowledges and understands that the information contained in response to this Qualification's Statement shall be relied upon by COUNTY in awarding the contract and such information is warranted by BIDDER to be true. The discovery of any omission or misstatement that materially affects the BIDDER'S qualifications to perform under the contract shall cause the COUNTY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

The BIDDER also acknowledges that all information listed above may be checked by the COUNTY and authorizes all entities or persons listed above to answer any and all questions. BIDDER hereby indemnifies the COUNTY and persons or entities listed above and hold them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information requested above.

By  Huy Huynh  
(Signature)

Date 10/01/2025

**CONFIRMATION OF DRUG-FREE WORKPLACE**

**IDENTICAL TIE BIDS:** Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087 Florida Statutes). In order to have a drug-free workplace program, a business shall:

In order to have a drug-free workplace program, a business shall:

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

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

  
 Contractor's Signature Huy Huynh

**(MUST BE SUBMITTED WITH BID FORM)**

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA

COUNTY OF St. Lucie

Huy Huynh being first duly sworn, deposes and says that:

1. BIDDER is the Vice President, Finance & Treasurer of Econolite Systems, Inc.  
(Owner, Partner, Officer, Representative or Agent)

2. BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

4. Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against THE COUNTY, or any person interested in the proposed Contract;

5. The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest.

BY [Signature]

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_ who  is personally known to me or who  has presented the following type of  
identification: \_\_\_\_\_.

*(see attached)*

\_\_\_\_\_  
Signature of Notary Public, State of Florida

\_\_\_\_\_  
Notary seal (stamped in black ink)

OR

\_\_\_\_\_  
Printed, typed or stamped name of Notary and  
Commission Number

(MUST BE SUBMITTED WITH BID FORM)



**ATTACHMENT A - APPLICABLE FEDERAL TERMS**

The County requires that work funded in whole or in part by federal financial assistance be subject to the following terms and conditions. Submitting a bid in response to this ITB constitutes acknowledgement that the below provisions will be incorporated into the resulting Agreement.

**MAINTENANCE OF RECORDS**

- A. Contractor shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Records shall be retained for a period of seven years from the termination of this agreement or for a period of five years from the County's submission of the final expenditure report to the federal awarding agency, whichever is greater.
- B. Each party to this Agreement or its authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement.
- C. If an auditor employed by the COUNTY or Clerk determines that monies paid to Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement, or were wrongfully retained by the Contractor, the Contractor shall repay the monies together with interest calculated pursuant to Sec. 55.03, of the Florida Statutes, running from the date the monies were paid by the COUNTY.

**CHANGE IN SCOPE OF SERVICES/WORK**

- A. The COUNTY may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the Agreement. No claims made by Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the Agreement, unless such changes or adjustments have been made by written amendment or change order to the Agreement signed by the COUNTY's manager and Contractor's representative.
- B. If Contractor believes that any particular work is not within the scope of services of the Agreement, is a material change, or will otherwise require more compensation to Contractor, then Contractor must immediately notify the COUNTY in writing of this belief. If the COUNTY believes that the particular work is within the scope of the Agreement as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated in the original Agreement. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.

**MODIFICATIONS DUE TO PUBLIC WELFARE OR CHANGE IN LAW**

The COUNTY shall have the power to make changes in the Agreement as the result of changes in law and/or Ordinances of the COUNTY to impose new rules and regulations on the Contractor under the Agreement relative to the scope and methods of providing services as shall from time to time be necessary and desirable for the public welfare. The COUNTY shall give the Contractor notice of any proposed change and an opportunity to be heard concerning these matters. In the

event or any change in federal, state, or local law or ordinance, the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, then the Contractor or the COUNTY shall be entitled to an adjustment in the rates and charges established in the Agreement commensurate with the change required.

Nothing contained in this agreement shall require any party to perform any act or function contrary to law. The COUNTY and Contractor agree to enter into good faith negotiations regarding modifications to the Agreement which may be required in order to implement changes in the interest of the public welfare or due to changes in law.

#### **NON-DISCRIMINATION**

Contractor and COUNTY agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. Contractor and COUNTY agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, §§ 523 and 527 (42 U.S.C. §§ 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601, et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

#### **EQUAL EMPLOYMENT OPPORTUNITY**

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

- A. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
- B. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places,

available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- C. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- D. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- E. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- F. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- G. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- H. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- I. Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or Contractor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

#### **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708)**

All contracts entered into related to this Contract shall contain the following language:

- A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory),

for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

- C. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.
- D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED**

- A. Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 et seq.).
- B. Contractor shall report all violations to the County, and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Department of Treasury, and the appropriate Environmental Protection Agency Regional Office.
- C. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

**DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)**

Federal regulations restrict the County from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. Contractor can verify its status and the status of its principals, affiliates, and subcontractors at [www.SAM.gov](http://www.SAM.gov).

- A. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that it, its principals (defined at 2 C.F.R. §

180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are not excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- B. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the County. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Texas and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Contract. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contractor will execute a Suspension and Debarment Certification that will be incorporated into the Agreement before work commences.

#### **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)**

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the federal awarding agency.

Contractor will execute an Anti-Lobbying Certification that will be incorporated into the Agreement before work commences.

#### **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.323)**

- A. In the performance of this Contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
  - Competitively within a timeframe providing for compliance with the Contract performance schedule;
  - Meeting Contract performance requirements; or
  - At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

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

#### **TELECOMMUNICATION COSTS AND VIDEO SURVEILLANCE COSTS (2 C.F.R. § 200.216)**

Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216 prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, the COUNTY, as well as their contractors and subcontractors, may not obligate or expend any federal award funds to:

- A. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- B. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- C. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

#### **DOMESTIC PREFERENCES FOR PROCUREMENTS (2 C.F.R. § 200.322)**

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

For purposes of this clause:

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

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

#### **CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)**

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

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

#### DISCLAIMER

- A. The United States expressly disclaims any and all responsibility or liability to Recipient and Contractor or third persons for the actions of Recipient, Contractor, or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- B. The acceptance of this award by Recipient and Contractor does not in any way establish an agency relationship between the United States and Recipient or Contractor.

#### PUBLICATIONS

- A. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to St. Lucie County by the U.S. Department of the Treasury."
- B. Any publications produced with funds from this award or pertaining to projects or programs administered with funds from this award must be approved by the COUNTY prior to publication.

#### PROTECTIONS FOR WHISTLEBLOWERS

- A. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- B. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;

- iv. A Treasury employee responsible for contract or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

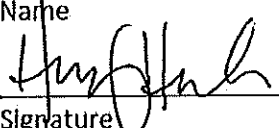
C. Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

**INCREASING SEAT BELT USE IN THE UNITED STATES**

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

**REDUCING TEXT MESSAGING WHILE DRIVING**

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.

<u>Econolite Systems, Inc.</u>	<u>25-089</u>
Contractor Name	Bid Number
<u>Huy Huynh</u>	<u>Vice President, Finance &amp; Treasurer</u>
Name	Title
	<u>10/01/2025</u>
Signature	Date

(MUST BE SUBMITTED WITH BID FORM)

**ATTACHMENT B – CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION— LOWER-TIER COVERED TRANSACTIONS**

“Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.” (2 CFR 200.212)

This certification is required by regulations implementing Executive Order 12549, Debarment and Suspension, for all lower-tier transactions meeting the threshold and tier requirements. (2 CFR 180.300)

**Terms Defined**

- *Nonprocurement Transaction:* A transaction under federal non-procurement programs, which can be either a primary covered transaction or a lower-tier covered transaction. (2 CFR 180.970)
- *Lower-Tier Covered Transaction:* (1) Any transaction between a participant and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; (2) any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed \$25,000; (3) any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount
- *Participant:* Any person who submits a proposal for or who enters into a covered transaction, including an agent or representative of a participant. (2 CFR 180.980)
- *Principal:* An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or a consultant or other person, whether or not employed by the participant or paid with federal funds, who (1) is in a position to handle federal funds; (2) is in a position to influence or control the use of those funds; or (3) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction. (2 CFR 180.995)
- *System for Award Management (SAM) Exclusions:* The list maintained and disseminated by the General Services Administration (GSA) containing names and other information about persons who are ineligible. (2 CFR 180.945).
- *Debarment:* Action taken by a debarring official to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1). A person so excluded is debarred. (2 CFR 180.925)
- *Suspension:* Action taken by a suspending official that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 CFR 180.1015)
- *Ineligible or Ineligibility:* A person or commodity is prohibited from covered transactions because of an exclusion or disqualification. (2 CFR 180.960)
- *Person:* Any individual, corporation, partnership, association, unit of government, or legal entity, however organized. (2 CFR 180.985)

- *Proposal*: A solicited or unsolicited bid, application, request, invitation to consider, or similar communication by or on behalf of a person seeking to participate or to receive a benefit, directly or indirectly, in or under a covered transaction.
- *Voluntary Exclusion*: A person's agreement to be excluded under the terms of a settlement between the person and one or more agencies. Voluntary exclusion must have governmentwide effect. (2 CFR 180.1020)
- *Voluntarily Excluded*: The status of a person who has agreed to a voluntary exclusion. (2 CFR 180.1020)

#### Instructions for Certification


1. By signing and submitting this proposal or agreement, the prospective lower-tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower-tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by signing or certifying and submitting this proposal or agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by signing or certifying and submitting this proposal or agreement that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Covered Transactions, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the non-procurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The

knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—  
Lower-Tier Covered Transactions**

- 1. The prospective lower-tier participant certifies, by signing or certifying and submitting this proposal or agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

Econolite Systems, Inc.	25-089
Contractor Name	Bid Number
Huy Huynh	Vice President, Finance & Treasurer
Name	Title
	10/01/2025
Signature	Date

**(MUST BE SUBMITTED WITH BID FORM)**

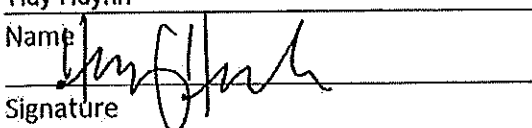
**ATTACHMENT C – CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS,  
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

<u>Econolite Systems, Inc.</u>	<u>25-089</u>
Contractor Name	Bid Number
<u>Huy Huynh</u>	<u>Vice President, Finance &amp; Treasurer</u>
Name	Title
	<u>10/01/2025</u>
Signature	Date

(MUST BE SUBMITTED WITH BID FORM)

BOARD OF COUNTY  
COMMISSIONERS



PURCHASING  
DEPARTMENT

**ADDENDUM No. 1**

**Bid No. 25-089**

**Signal Maintenance and Master Construction Contract**

September 26, 2025

To: All Prospective Bidders:

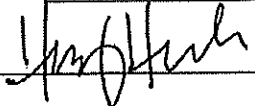
The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project and shall become an Integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

**ATTACHMENT:**

Revised Section 110 – Removing the requirement for electrical contractor license

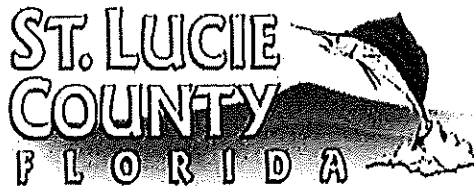
Please sign and include in submittal.

Name of Firm: Econolite Systems, Inc.

Signature:  Huy Huynh

Date: 10/01/2025

BOARD OF COUNTY  
COMMISSIONERS



PURCHASING  
DEPARTMENT

**ADDENDUM No. 2**

**Bid No. 25-089**

**Signal Maintenance and Master Construction Contract**

September 30, 2025

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

**Questions/Answers:**

Q1: In the Bidders Qualification Statement, Item 3 mentions "St. Lucie County Certificate of Competency." As an FDOT qualified contractor, would the County please consider waiving the requirement for a St. Lucie County Certificate of Competency?

Answer: YES

Q2: We have identified an error on the pricing sheet of the bid forms. Rows 1 through 4 are fine, but rows 5 and 6 are only for after hours. Would the County please change row 5 to "Technician – Daytime Weekdays" and row 6 to "Technician – Overnight Weekdays"?

Answer: Bid Form has been revised to correct errors.

**ATTACHMENT:**

Revised Bid Form

Please sign and include in submittal.

Name of Firm: Econolite Systems, Inc.

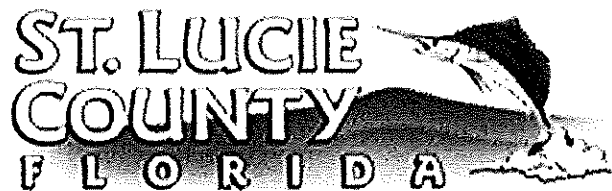
Signature:  Huy Huynh

Date: 09/30/2025

# INVITATION TO BID

**Bid No.: 25-089**  
**Signal Maintenance and Master Construction Contract**

**Due Date: Wednesday, October 15, 2025**  
**Due Time: 3:00 P.M.**



A **VOLUNTARY PRE-BID CONFERENCE** will be held at the Road and Bridge Conference Room located 3158 Will Fee Road, Ft. Pierce, Florida, on **September 23, 2025, at 9:00 A.M.**

**ST. LUCIE COUNTY BOARD OF COUNTY COMMISSIONERS**

**Purchasing Department**  
**2300 Virginia Avenue**  
**Fort Pierce, FL. 34982-5652**  
**Ph (772) 462-1700**  
**Fax (772) 462-1704**

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**Signal Maintenance and Master Construction Contract**

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**ATTACHMENTS:**

**Attachment A** – Applicable Federal Terms

**Attachment B** - Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion

**Attachment C** - Certification Regarding Contracts, Grants, Loans & Cooperative Agreements

When completed and executed, these documents, along with the Plans and Specifications, collectively with applicable Security and Certificates of Insurance for the Contractor, form the Contract for this Project.

**BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY, FLORIDA**

**INVITATION TO BID**

Sealed bids will be received at the Purchasing Department, 2300 Virginia Avenue, Fort Pierce, FL 34982, until **3:00 P.M.** local time on **Wednesday, October 15, 2025**, for the following:

**BID No. 25-089  
SIGNAL MAINTENANCE AND MASTER CONSTRUCTION CONTRACT**

A **VOLUNTARY PRE-BID CONFERENCE** will be held at the **Road and Bridge Conference Room** located 3158 Will Fee, Ft. Pierce, Florida, on **September 23, 2025, at 9:00 A.M.**

Bid documents may be obtained via download from [www.DemandStar.com](http://www.DemandStar.com) or by contacting the Office of the Purchasing Division at 2300 Virginia Avenue, Fort Pierce, Florida, 34982, (772) 462-1700.

Bids may be mailed or hand delivered to the **St Lucie County Purchasing Department, 2300 Virginia Avenue, 2<sup>nd</sup> Floor Rm. 228, Fort Pierce, FL 34982.** Any bids received after the above stated time shall be returned to the bidder unopened.

Bidders shall submit **ONE (1) MARKED ORIGINAL AND TWO (2) PHOTOCOPIES OF THE COMPLETED BID PACKAGE** in a sealed envelope. The Project Name, Bid Number, and time and date of the Bid opening shall be clearly marked on the outside of the sealed envelope. Facsimile responses shall not be accepted.

***CAUTION: It is the bidder's/proposer's responsibility to ensure that bids/proposals are received in the Purchasing Department prior to the date and time specified above. Receipt of a bid/proposal in any other County office does not satisfy this requirement.***

Bidders may not withdraw their Bid for a period of ninety (90) calendar days after the bid opening date.

The Board of County Commissioners reserves the right to waive any informallties or minor irregularities; reject any and all bids/proposals which are incomplete, conditional, obscure, or which contain additions not allowed for; accept or reject any proposal in whole or in part with or without cause; and accept the proposal which best serves the County.

For Bids, RFP's, Bid Results and other Information visit the St. Lucie County Purchasing Web Site at <http://www.stlucleco.gov> St. Lucie County is an Equal Opportunity/Affirmative Action Employer.

Publish: Sunday, September 14, 2025

**SECTION 00100  
INSTRUCTIONS TO BIDDERS**

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## INSTRUCTIONS TO BIDDERS

In order to be considered responsive, all Bids must be made in accordance with these Instructions to Bidders.

### 1.0 Documents.

Bona fide bidders may obtain sets of Drawings and Specifications via download from [www.DemandStar.com](http://www.DemandStar.com) or by contacting the Office of the Purchasing Division at 2300 Virginia Avenue, Fort Pierce, Florida, 34982, (772) 462-1700 (non-refundable). No partial sets will be issued.

### 2.0 Examination of Contract Documents and Site.

It is the responsibility of each Bidder before submitting a Bid, to:

- 2.1 Examine the Contract Documents thoroughly,
- 2.2 Visit the site to become familiar with local conditions that may affect cost, progress, or performance, of the Work,
- 2.3 Consider federal, state and local Laws and Regulations that may affect cost, progress, or performance of the Work,
- 2.4 Study and carefully correlate the Bidder's observations with the Contract Documents, and
- 2.5 Notify the County of all conflicts, errors, or discrepancies in the Contract Documents.

Information and data reflected in the Contract Documents with respect to Underground Utilities at or contiguous to the site is based upon information and data furnished to the COUNTY and the Design Consultant by Counties of such Underground Utilities or others, and the County does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise.

Before submitting a Bid, each Bidder shall, at Bidder's own expense, make or obtain any additional examination, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and Underground Utilities) at or contiguous to the site or otherwise which may affect cost, progress, or performance of the Work and which the Bidder deems necessary to determine its Bid for performing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

The Contractor shall verify and familiarize himself with the lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by the Contractor in performing the Work and identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained by the County unless otherwise provided in the Contract Documents.

A submission of a Bid shall constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of Article 2, "Examination of Contract Documents and Site", herein, and that without exception the Bid is premised upon performing the Work required by the Contract Documents with such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

### 3.0 Questions.

Submit all questions about the Drawings and Specifications to the Purchasing Department in

writing via email. Replies will be issued to all bidders of record as Addenda to the Drawings and Specifications and will become part of the Contract. The County will not be responsible for oral clarification. Questions received ten (10) days prior to the bid opening will not be answered. All questions shall be e-mailed to [desiree.cimino@stlucieco.gov](mailto:desiree.cimino@stlucieco.gov) to the attention of Desiree Cimino.

**4.0 Additional Terms & Conditions:**

The County of St. Lucie reserves the right to reject bids containing any additional terms and conditions not specifically requested in the original conditions and specifications. Any exceptions that the bidder has to the terms and conditions of the bid documents and/or the terms and conditions of the draft contract shall submit the exceptions in writing to the Purchasing Division ten (10) days prior to the bid opening. These exceptions shall be either approved or disapproved in the form of an addendum and will be made available to all bidders prior to bid opening. Any exceptions not received ten (10) days prior to the bid opening will not be considered.

**5.0 Substitutions.**

To obtain approval to use unspecified products, bidders shall submit written requests at least ten (10) days prior to the bid opening. Requests received after this time will not be considered. Requests shall clearly describe the product for which approval is asked, including all data necessary to demonstrate acceptability. If the product is acceptable, the County will approve it in an Addendum Issued to all prime bidders to whom Drawings and Specifications have been issued.

**6.0 Protest of Specifications or Requirements:**

Any protest concerning bid or request for proposal specifications or requirements must be made within seventy-two (72) hours from the time the aggrieved person knew or should have known of the facts giving rise to the protest, in any case, at least twenty-four (24) hours prior to the bid opening. Failure to timely protest bid specifications or requirements constitutes a waiver of the ability to protest specifications or requirements.

**7.0 Addenda.**

Any Addenda prepared and issued by the County prior to opening of bids for the purpose of changing the intent of the plans and specifications or clarifying the meaning of same shall be binding in the same way as if written in the specifications. Any Addenda issued prior to the execution of the Contract, shall be binding upon the Contractor after the execution of the agreement.

**8.0 Basis of Bid.**

No segregated bids or assignment will be considered. The bid shall be submitted on unit price and/or lump sum basis as indicated on the bid form. Where items of work are to be paid for on a unit price basis, estimated quantities are shown for the purpose of estimating total cost.

**9.0 Preparation of Bids.**

Bids shall be made on unaltered Bid forms included herewith under Section 00200-Bid Form. Fill in all blank spaces and submit one (1) original and two (2) copies. Bids shall be signed with name and typed signature below. Where bidder is a corporation, bids must be signed with the legal name of the corporation followed by the name of the state of incorporation and the legal signatures of the officers authorized to bind the corporation to a Contract. Bids submitted after the time and date specified shall not be considered and shall be returned unopened.

**10.0 Bid Security: N/A**

**11.0 PUBLIC CONSTRUCTION BOND: Bidder must have the ability to obtain bonding for jobs \$100,000.00 or greater. The Surety must be licensed to conduct business in the State of Florida. The Surety shall have an A- or better rating under "Best's Rating Guide".**

**12.0 Submittal.**

Submit your bid in an opaque, sealed envelope. Identify the envelope with: (1) Project Name, (2) Name of Bidder, (3) Bid Number. Submit bid in accordance with the Invitation to Bid. All forms required for responsive bid shall be included, i.e. Bid, Bond, Drug Free Work Place Statement, Questionnaire, Addendums, all required forms, etc.

It is the responsibility of the Bidder to ensure that the Bid is received in proper time.

All Bids shall remain subject to acceptance for ninety (90) calendar days after the day of the Bid opening, but the COUNTY may, at the sole discretion of the COUNTY, release any Bid and return the Bid Security prior to that date.

**13.0 Withdrawal of Bid.**

The Bid may be withdrawn by the Bidder by means of a written request, signed by the Bidder or its duly authorized representative. Such written request must be delivered to the place stipulated in the Invitation to Bid for receipt of Bids prior to the Scheduled closing time for receipt of Bids.

**14.0 Bidder's Qualifications Questionnaire.**

All bidders shall fill out the enclosed Bidder's Qualifications Questionnaire and enclose it with the Bid.

**15.0 Disqualification.**

More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If the COUNTY believes that any Bidder is interested in more than one Bid for the work contemplated, all Bids in which such Bidder is interested shall be rejected. If the COUNTY believes that collusion exists among Bidders, all Bids shall be rejected.

**16.0 Governing Laws and Regulations.**

The Bidder shall be familiar with all Federal, State, and Local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Bidder will in no way relieve him from responsibility from compliance with such laws and regulations.

**17.0 Safety Provisions.**

The Contractor shall comply with the provisions of Chapter 90-96 of Laws of Florida (Trench Safety Act) and execute the included Trench Safety Act Compliance Statement.

**18.0 Patent Fees and Royalties.**

If the Contractor requires or desires to use any design, trademark, device, material or process covered by letter of patent or copyright, the Contractor and his surety shall indemnify and save harmless the County from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed under the contract and shall indemnify the County from any cost, expense, or damage which he may be obligated to pay reason of any infringement at any time during the prosecution of or after completion of the work.

**19.0 Licenses and Permits.**

The Contractor shall secure and pay for all construction related licenses, permits, and inspection fees required to perform the work. Dump fees will not be waived for County projects. These costs are to be included in the unit prices for other pay items listed.

**20.0 Award.**

The award of the Contract, if it is awarded, shall be to the overall lowest responsive and responsible bidder whose qualifications indicate the award will be in the best interest of the County and whose bid complies with all prescribed requirements. The Contract shall not be

awarded until the County has concluded such investigations as it deems

Necessary to establish the responsibility, qualifications, and financial ability of the Bidder to do the work in accordance with the Contract Documents to the satisfaction of the County within the time prescribed. The County reserves the right to reject the Bid of any Bidder who does not pass such investigation to the County's satisfaction. If the Contract is awarded, the County will give the accepted Bidder a Notice of Anticipated Award within the time Bids are to be held open as stated in the Bid form.

**21.0 Opening.**

Bids will be opened as announced in the Invitation to Bid.

**22.0 Execution of Contract.**

The Contract between Contractor and County shall utilize the form furnished herewith. No changes will be made to the terms and conditions of the form contract after award. Any exceptions that the bidder has to the terms and conditions of the form contract shall submit the exceptions in writing to the Purchasing Division ten (10) days prior to the bid opening. These exceptions shall be either approved or disapproved in the form of an addendum and will be made available to all bidders prior to the bid opening.

The accepted Bidder shall assist and cooperate with the County in preparing the Contract, and within 14 calendar days following the notice of bid award shall execute same and return it to the County along with the Public Construction Bond, Insurance Certificates and any other documentation that may be required by the Contract Documents to be submitted at that time.

**23.0 Definitions.**

Whenever in these Specifications, the terms defined in Article I of the General Conditions are used (or pronouns used in place of them), their intent and meaning shall be interpreted as indicated in the General Conditions.

**24.0 Certification of Competency.**

All Bidders shall provide proof that they are State Certified or State Registered, and a State Registered License shall be based on the possession of a St. Lucie County Certificate of Competency. Specialty contractors shall be required to provide proof of having obtained a St. Lucie County Certificate of Competency. **Possession of either a State Certification or County Competency card must be attained prior to bid submittal.** It is the responsibility of the bidder to confirm that they have all the proper licenses to perform the work. If the bidder has any uncertainty, they should submit the license to the Contractor Licensing Division of St. Lucie County, telephone 772-462-1672. Failure to comply with this condition shall result in rejection of the Bid.

**25.0 Insurance.**

- A. Yes      **Worker's Compensation**  
                 \$500,000 by accident - each accident  
                 \$500,000 by disease - each employee  
                 \$500,000 by disease - policy limit
  
- B. Yes      **Commercial General Liability**  
                 \$1,000,000 per occurrence  
                 \$2,000,000 per job aggregate
  
- C. Yes      **Commercial Auto Liability**  
                 Combined Single Limit, Bodily Injury/Property Damage  
                 \$1,000,000

SECTION 00110

ST. LUCIE COUNTY BOARD OF COUNTY COMMISSIONERS

BIDDER'S CHECK LIST

THIS SHOULD BE THE FIRST PAGE OF YOUR BID

**BIDS SHALL BE REJECTED AS NON-RESPONSIVE** if the following documents and/or attachments are not completely filled out and submitted with your bid. Before sending in your bid, please make sure you have completed and included with bid submittal all of the following:

- Bid Form and Bidder's Qualification Questionnaire
- Two (2) copies of either a State License/Certification or County Competency Card (See Section 00100, Article 24.0)
- Please complete in their entirety: Sections; 00110 (Bidder's Checklist); 00300 (Bid Form and Bidder's Qualification Questionnaire), 00455 (Non-Collusion Affidavit) and Confirmation of Drug Free Workplace, Attachment A - Applicable Federal Terms, Attachment B - Certification regarding Debarment, Attachment C - Certification Regarding Contracts, Grants, Loans & Cooperative Agreements.
- Include proof of proper licensing as stated in bid documents:
  - a) Due to the nature of this contract CONTRACTOR must have a current Certificate of Qualification from the Florida Department of Transportation. A copy of the current Certificate of Qualification must be attached to the Bid documents for this Bid to be valid.
  - b) CONTRACTOR must have a current St. Lucie County Electrical Contractors license, and a copy must be attached to the Bid documents, or this Bid will be invalid.
  - c) The CONTRACTOR shall submit with the BID, an IMSA Certified Level II/III Traffic Signal Field Technician and Area Superintendent.
- Bid Form (Section 200) must be complete and have an original signature (preferably signed in blue ink).
- Every page that has anything handwritten on it must be imprinted with the company's name on the top right-hand corner of the page.
- Acknowledge in the bid any and all addendums issued and manually sign each addendum sheet and submit it with your bid.
- Erasures, as well as descriptive literature, brochures and/or data must be initialed by the person signing the bid.
- Enclose One (Original) Bid Package, and Two (2) copies of the bid package, as well as two (2) sets of any descriptive literature, brochures and/or supporting data. Bidders are advised to make and retain a separate copy of this bid package for your files.
- Return bid in an envelope with the bid number and name of bid printed on the front of the envelope. If using Fed-Ex or UPS, please keep bid in a separate sealed envelope when placing it in their packaging.
- If you desire a copy of the bid tabulation, include a self-addressed, stamped envelope for bid tabulation to be mailed back to you

\_\_\_\_ PLEASE INITIAL AND RETURN WITH BID FORM

**SECTION 00300**  
**BID FORM**

**BID No. 25-089**  
**Signal Maintenance and Master Construction Contract**

Board of County Commissioners  
St. Lucie County, Florida  
2300 Virginia Avenue  
Fort Pierce, FL 34982

(BIDDER'S COMPANY NAME)

I, \_\_\_\_\_ Representing \_\_\_\_\_ Company and/or Corporation, agree to perform, the **Signal Maintenance & Master Construction Contract** as specified and described herein:

I have received the documents titled "SIGNAL MAINTENANCE & MASTER CONSTRUCTION CONTRACT." I have also received addenda numbers \_\_\_\_\_ thru \_\_\_\_\_ and have included their provisions in my Bid. I have examined both the Bid documents and the construction site(s) and submit the following Bid in which I agree:

1. To hold my Bid open until an agreement has been executed between the Owner and accepted Bidder or until ninety (90) days after Bids are opened, whichever is longer.
2. To enter into and execute a Contract on the basis of this Bid and, if necessary, to furnish a one hundred percent (100%) Public Construction Bond in accordance with the Instructions to Bidders to guarantee my workmanship and materials to be free from construction defects for a period of not less than one (1) year, if this Bid is accepted.
4. To accomplish the work included in and in accordance with the Contract Documents, if this Bid is accepted.
5. This contract will be for a period of three (3) years with an option of two (2) one (1) year renewals.
6. Regarding Compensation for proposed work. If this Bid is accepted, I will PERFORM THE WORK REQUIRED for this bid on a unit price basis as reflected in the Bid Unit Price Schedule on pages through \_\_\_\_ of this Bid.
7. Regarding the Award of the Contract. If I am awarded a contract for this project, I understand that the award will be for all of the items listed under the Bid Unit Price Schedule.
8. Maintenance work performed on this contract shall be in accordance with Option A as determined by the COUNTY for the period of the contract.

**BID NO. 25-089  
Signal Maintenance & Master Construction Contract**

I, \_\_\_\_\_ REPRESENTING \_\_\_\_\_ Company and/or Corporation, agree to provide **Signal Maintenance & Master Construction Contract**, as specified and described herein for the unit prices submitted on the Bid Form.

HOURLY RATES		
Traffic Signal Tech, IMSA III - Daytime Weekdays (8am – 5pm)	Hourly	\$
Traffic Signal Tech, IMSA III - Overnight Weekdays (5pm – 8am), Weekends, and Holidays	Hourly	\$
Traffic Signal Tech, IMSA II - Daytime Weekdays (8am – 5pm)	Hourly	\$
Traffic Signal Tech, IMSA II - Overnight Weekdays (5pm – 8am), Weekends, and Holidays	Hourly	\$
Technician - Overnight Weekdays (5pm – 8am), Weekends, and Holidays	Hourly	\$
Master Electrician - Overnight Weekdays (5pm – 8am), Weekends, and Holidays	Hourly	\$
Project Manager / Supervisor	Hourly	\$
Bucket Truck	Hourly	\$
Pickup Truck	Hourly	\$
	<b>Total</b>	\$

Actual Cost (including shipping and tax) Plus	%
---	---

Company Name \_\_\_\_\_

Contact Person \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Business Phone Number \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Fax Number \_\_\_\_\_

Cell Phone Number \_\_\_\_\_

**(MUST BE SUBMITTED WITH BID FORM)**

### SCOPE OF WORK

- i) The CONTRACTOR shall provide a Level II or Level III Signal Technician with the ability to answer after-hours calls if necessary
  
- ii) Emergency work:
  - (1) The CONTRACTOR shall be paid two hours token pay per 24-hour period and three-hour token pay for County holidays. This is paid whether the CONTRACTOR is or is not called out. This token pay will be based upon the Signal Technician assigned being a level II or level III regular hourly rate of pay. Except as provided below if the CONTRACTOR is called out, they will be paid a minimum of 2 hours per 24-hour period provided the time worked. This 2-hour minimum payment will apply only to the first call-out, and the actual time worked will be paid for subsequent call outs in the same 24-hour period.
  - (2) The Contractor is authorized to perform up to \$1500.00 or as amended by the Project Manager in writing of work without prior authorization by a Work Document.
  
- iii) Non Emergency Work
  - (1) Contractor shall perform non-emergency calls within 1 business day or according to the agreed Work Document.
  
- iv) Emergency standby  
From time to time the COUNTY will require the CONTRACTOR to have a higher state of readiness. Typically, this will be both preparation and afterwards for a hurricane but could be any other type of disaster. The County shall pay the CONTRACTOR to have staff on Emergency Standby. The personnel and equipment shall be documented in a Work Document prior to the event.  
  
Personnel placed on Emergency standby with a Work Document shall be compensated at 2 hours token pay per 24-hour period until stood down or activated.

### **Work & Payments**

- 1. Work Document
  - a. All work shall be defined/negotiated by a **Work Document** (see Appendix A). A fully executed Work Document shall serve as your notice to proceed. The work documents with a mutually agreed start date and duration shall control all work. Contract work that exceeds \$100,000 shall have a performance bond. The COUNTY Shall pay the actual cost for the surety bond with no markup or personnel time. Failure to complete the PROJECT on time shall result in liquidated damages in accordance with the current FDOT Standards.

- b. The CONTRACTOR shall make every effort to stay on schedule. A rain day, upon request, shall be granted for each day rain exceeds 1" and an additional day for each additional 1" of rain. Rainfall will be determined by the nearest South Florida Water Management District gauges at [www.sfwmd.gov/weather-radar/rainfall-historical/daily](http://www.sfwmd.gov/weather-radar/rainfall-historical/daily). Time extensions may be granted for extenuating circumstances, at the sole discretion of the County.
  - c. The quantities in this contract may be increased or decreased at the sole discretion of the COUNTY; there is no minimum quantity.
2. Invoice
- a. CONTRACTOR shall Invoice COUNTY monthly for services performed. Services performed shall be designated as either "Routine" or "Accident" and shall be invoiced accordingly.
    - i. Routine (Break/Fix), emergency and non-emergency services will be invoiced monthly. All Routine service will be invoiced together.
    - ii. Accidents, emergency and non-emergency services will be invoiced separately for each accident upon completion of the work.
  - b. All materials that are not supplied by the COUNTY, used in the Execution of CONTRACTOR'S rendering of services will be invoiced to the COUNTY at CONTRACTOR'S full cost-plus Markup/Discount. Sufficient documentation of materials used will accompany CONTRACTOR'S invoice each month.
  - c. Provisions
    - i. No TRAVEL Time will be paid except for transit between County Traffic Control Devices.
    - ii. All subcontracted work shall be paid at cost with no markup. The PROJECT MANAGER shall approve/disapprove, at his/her sole discretion and for any reason, all SUBCONTRACTORS and their scopes of work.
    - iii. Equipment will be billed hourly with a four (4) hour minimum with the exception of a Pickup/Van/Service Truck which will be paid hourly with no minimum.
    - iv. Technical support provided to the CONTRACTOR by the COUNTY shall be reduced from the monthly invoice at the rate of \$45.00 per hour and will be reduced from the next monthly invoice.
3. The term of this agreement will be three (3) years with an option for two (2) one (1) year renewals, the agreement may be extended upon agreement by both parties. Contract Unit Prices shall remain in effect for three (3) years.

**SPECIAL PROVISIONS**

- 1) Contract shall allow for providing all equipment and services necessary to provide County-wide signalization services including emergency on-call response, new construction, rehabilitations, selected maintenance of traffic signals, school flashers, flashing signs, traffic monitoring sites and streetlight facilities on all County-wide roads.
- 2) When necessary, the CONTRACTOR shall acquire the service of appropriate professionals when needed for implementation, design, and/or construction of assigned work. Should the services of, for example, an engineer or surveyor be needed, the COUNTY and the CONTRACTOR shall jointly determine the appropriate services and then reimburse the contractor with a 10% markup for the time associated with managing the work.
- 3) The Contractor shall permit COUNTY staff to ride-in or utilize aerial bucket trucks for matters related to this contract.
- 4) It shall be the responsibility of CONTRACTOR to call to the attention of the COUNTY those instances where extensive repairs are necessary and where it is economically advantageous to the COUNTY to replace equipment rather than repair it.
- 5) When necessary the contractor shall assist the county with speed Que, school flashers, pedestrian crossings and flasher repairs with use of a bucket truck.
- 6) The contractor shall perform the camera lens cleaning duties once per quarter, all intersections
- 7) Contractor shall be responsible to manage locates when needed
- 8) Contractor shall perform full inspections (both ground & aerial) on completed projects
- 9) Qualifications:
  - a) Due to the nature of this contract CONTRACTOR must have a current Certificate of Qualification from the Florida Department of Transportation. A copy of the current Certificate of Qualification must be attached to the Bid documents for this Bid to be valid.
  - b) The CONTRACTOR shall submit with the BID, an IMSA Certified Level II/III Traffic Signal Field Technician and Area Superintendent.
  - c) CONTRACTOR is to provide 1 IMSA Level II/III technicians. The technician shall have 1 years of documented experience of an installed and operated Econolite Controller system. The Area Superintendent (Project Manager) shall supervisor the technicians at any given time.
  - d) CONTRACTOR shall provide a compatible computer/tablet w/cellular connectivity to their Technician(s) capable of running County specific signal/traffic/other software necessary to fulfill this contract.
- 6) The County reserves the right to provide any and all material required for the maintenance of traffic system.

- 7) The COUNTY requires in-kind replacement/upgrade to current standards, unless approved in writing.
- 8) All work shall conform to current edition of FDOT standard Specifications for Road and Bridge Construction, FDOT Design Standards and St. Lucie County Road & Bridge Traffic Standards. County standards shall override FDOT standards. .
- 9) A record system is essential to this contract and CONTRACTOR will be required to maintain records for the COUNTY as a part of his duties. Records will include trip reports, work orders, parts replaced, inventory, and timing changes as directed by the PROJECT MANAGER. The CONTRACTOR shall log in the Cabinet Logbook any work performed. Copies of all records shall remain the property of the COUNTY and shall be available for public inspection during regular business hours, and one copy for the COUNTY use shall be furnished to the TRAFFIC OPERATIONS SUPERVISOR.
- 10) CONTRACTOR shall establish and maintain effective and rapid lines of supply for required items. Upon the COUNTY'S notice of need, all parts orders shall be placed by CONTRACTOR, at CONTRACTOR'S expense. CONTRACTOR shall maintain drawings and catalogs of various items serviced to expedite parts supply requirement. All work, materials, methods, etc., shall correspond to requirements of FDOT, ITE, IMSA, and the MUTCD as applicable.
- 11) A "NOTIFICATION OF FAILURE" system is essential to the operation of the contract. COUNTY and CONTRACTOR shall devise a basic system of communications so that the COUNTY'S employees shall have the responsibility of notification to CONTRACTOR whenever emergency or routine service is needed. CONTRACTOR'S responses under this contract shall be predicated on receiving appropriate notice as to the exact location the nature of the malfunction and required service. "EMERGENCIES" are to be determined by the reporting agency; 911, COUNTY, all law enforcement agencies and the fire district.
- 12) CONTRACTOR shall notify the COUNTY of recording devices; phone numbers and locations of individuals assigned to maintenance of this contract and shall assure their availability within its terms. Cellphone with camera/video conference and email capabilities shall be used by the maintenance technicians receiving messages in the field.
- 13) It is the responsibility of the CONTRACTOR to notify the County upon arrival at the call out. Response time of the CONTRACTOR shall be determined from the time of notification by the method of notification either phone, text or email until the signal cabinet is opened or a photo with date and time is taken of the response location and emailed to the COUNTY Project Manager. Failure of the CONTRACTOR to provide response notification shall be grounds for termination.
- 14) An inventory is essential to insure a "Constant State of Readiness" and for emergency signal repair the COUNTY shall provide the CONTRACTOR an inventory storage area at 3158 Will Fee Road in the traffic building a 24hr/7day area for necessary parts; this area is under surveillance. The CONTRACTOR is responsible for picking up any necessary parts and delivering any replacement parts to that location. The CONTRACTOR shall assume there will only be a pallet jack available for loading. The CONTRACTOR shall carry inventory on the on-call vehicle (see Appendix B) or at the sole discretion of the PROJECT MANAGER. The CONTRACTOR may not be compensated for the time/equipment associated with acquiring parts required to be carried in the on call vehicle, at the sole discretion of the COUNTY.



ST. LUCIE COUNTY ROAD & BRIDGE DIVISION

WORK DOCUMENT

Date:	Contract Name & Number	Contractor
6/7/24	Guardrail Maintenance & Installation	South East
Work Order #	Location	Purchase Order #
86217	Johnston rd (canal bridge)	P2400637

Contractor to Provide:

Estimate  Yes  No      Schedule  Yes  No

SCOPE

Work to perform at Johnston Rd approx. (canal bridge):

1. Replace approx. 3 posts
2. Replace approx. 50 foot of W-Beam rail

Items and Material:

Item #	Description	Qty	Unit	Extended
101- 1A	SE-MOBILIZATION - WORK ORDER TOTAL \$ 0.00 - \$ 50,000	1	LS	\$0.01
102- 1A	STANDARD FDOT 600 SERIES MOT FOR LANE CLOSURE	1	DA	\$300.00
536-1-001	GUARDRAILASSEMBLY, W-BEAM, GENERAL, TL-3 (NEW)	25	LF	\$875.00
536- 12 - 605	GUARDRAIL REPAIRS( REPLACE) ( STEEL POST IN ASPH.)	3	EA	\$240.00
Total of this work document:				\$1,415.01

EXAMPLE

Project Specific Notes:

1. Contractor shall provide an estimate of all items required for the complete removal of the damaged guardrail and installation of new guardrail in accordance with the most current edition of the FDOT Standard Specifications for Road & Bridge Construction.
2. Before and after photos, identifying the time, date and location (road name) must be submitted with invoice.
3. Replace approx. 8 blocks / spacers

Start Date:

General Notes:

1. This document will serve as notice to proceed when signed by SLC Project Manager.
2. Work hours are 7:00 AM to 5:00 PM, Monday through Friday. No work is to be done after hours, on weekends, or County observed holidays without written approval of SLC Project Manager. In weeks containing County observed holidays, the work hours revert to 7:00 AM to 3:30 PM.
3. It is the Contractors responsibility to verify scope of work and/or provide a revised cost estimate prior to acceptance.
4. All field changes must be approved by a SLC Project Manager. Failure to obtain approval will result in nonpayment of any additional charges or changes in scope.
5. Contractor shall provide an estimate of all items required for the complete removal of the damaged guardrail and installation of new guardrail in accordance with the most current edition of the FDOT Standard Specifications for Road & Bridge Construction.
6. Appropriate MOT is required for all County projects, is subject to inspection and is paid in accordance with the County contract.
7. A SLC Road & Bridge Project Manager must be notified before work commences. A detailed schedule must be included with the signed work document.
8. Before and after photos of MOT and work performed, identifying the time, date and location (road name) must be submitted with invoice.

CONTRACTOR'S PROJECT MANAGER SIGNATURE:	DATE:

SLC PROJECT MANAGER'S SIGNATURE:	DATE:

Schedule "B"

INVENTORY / SPARE PARTS LIST TO BE CARRIED

QUANTITY	DESCRIPTION
1	SPAN WIRE CLAMPS
1	ADJUSTABLE HANGERS
1	EXTENSION PIECES FOR ADJUSTABLE HANGERS 18
1	CIRCUIT DISCONNECT HANGER
1	TRI-STUD FLANGE HANGERS FOR DISCONNECTS
2	1 WAY 1 SECTION PEDESTRIAN SIGNALS LED COUNTDOWN NEMA
5	LOAD SWITCHES
2	MMU'S 16 CHANNEL
4	FLASH TRANSFER RELAYS FLASHERS
2	RED LED
2	YELLOW LED
2	GREEN LED
2	RED ARROW LED
2	YELLOW ARROW LED
2	GREEN ARROW LED
2	PHOTOCELLS FOR ILLUMINATED SIGNS
2	ECONOLITE CONTROLLERS/COLBALT HONDA
1	EU3000IE GENERATOR
50'	20 CONDUCTOR CABLE
50'	7 CONDUCTOR CABLE

**SCHEDULE "C"**

**ST LUCIE COUNTY TRAFFIC SIGNAL STANDARDS**

1. Controller Assembly
  - a. Econolite V-TS2-T1 "Plug-n-Go" Traffic Cabinet Assembly, Size 7 Cabinet (72"Hx44"Wx24"D) with (3) three Shelves 16 phase (4 ped and 4 O/L)
  - b. Integrated Drawer/Computer Shelf
  - c. Econolite Cobalt TS-2, Type 2 (With ABC Connectors) Controller and Data key
  - d. SDLC Communication Panel
  - e. Malfunction Management Unit\_ Econolite (or) EDI MMU2-16LEIP
  - f. Configuration #4, 16 Load Bay main panel (SOP10) (Phase 1-8, overlaps A, B,C,D and Ped 2,4,6,8)
  - g. Configuration #2, 16 Detector Rack
  - h. Temple Glance TSP/EVP 500-086 Cabinet Equipment APL Number 663-001-011g TIMM 50 Preemption/Priority FMU2 4G Video with 4 port switch Conn/Svc/Supp Plan CAT 4 Video
  - i. Vision Comm Manager, ACP Primary Model AVCM A/Scope Vision Package to include the following items: 4 Vision Cameras, 4 Short Mast+Arm Brackets and 1000ft continuous video cable, no splices k All Relays in cabinet shall be socket mounted
  - j. Generator Transfer Switch built into cabinet
  - k. ZX Super Capacitor, Graphene-based battery backup system (BBS)
2. Pan, Tilt & Zoom (PTZ) Camera:
  - a. Econolite WTI-Viper H.264 HD30L - required at intersections
  - b. Power Supply with serger
  - c. Programed/Fully Operational
3. Vehicle Detection System:
  - a. Econolite Autoscope Vision
4. Generator:
  - a. Shall provide Honda EU30001S Generator
5. School Zone Flashers / Speed Ques:
  - a. TCS Signal cabinets w/ cellular connectivity
  - b. Speed queues are equipped with solar panels and battery's
  - c. PED crossings are equipped with solar panels and battery's
6. Mast Arms
  - a. All Mast Arms shall be Galvanized. The cost of all subsurface analysis and structural engineering to ensure the proper design and sizing of the mast arms and mast arm foundation shall be the responsibility of the CONTRACTOR and shall be included in the unit price for each mast arm assembly. All certified reports and design criteria shall be submitted for the Owner's records.

- b. The CONTRACTOR will be issued a purchase order for mast arms prior to the beginning of a project due to the excessive lead-time associated with this product. The CONTRACTOR will not be reimbursed for the storage of these mast arms prior to their installation. The costs for storage will be included in the bid items for mast arms.
- c. The CONTRACTOR is required to order mast arms within ten (10) days of receipt of purchase order unless otherwise directed by the COUNTY.

BIDDER'S QUALIFICATIONS STATEMENT

BID No. 25-089  
SIGNAL MAINTENANCE AND MASTER CONSTRUCTION CONTRACT

THE UNDERSIGNED GUARANTEES THE TRUTH AND ACCURACY OF ALL STATEMENTS AND ANSWERS HEREIN CONTAINED:

BIDDER'S GENERAL INFORMATION:

Bidder shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

1. Bidder's Name, Principal Address, Phone and Fax Number:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Number of years as a Contractor in this type of work: \_\_\_\_\_

3. Names and titles of all officers, partners or individuals doing business under trade name:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please provide proof of State Certification and/or State Registration by attaching copies of State Certifications. State Registrations shall also be accompanied by proof of St. Lucie County Certificate(s) of Competency by attaching copies of County Certificate(s) **Possession of either a State License or Certification must be attained prior to bid submittal.**

4. The business is a: Sole Proprietorship  Partnership  Corporation

5. Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. What is the last project of this nature that you have completed as the **Prime Contractor** (not as a sub-contractor)?

\_\_\_\_\_

7. Have you ever failed to complete work awarded to you? If so, when, where and why?

\_\_\_\_\_  
\_\_\_\_\_

8. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

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9. State the name and licensing of the individual who will have personal supervision of the WORK.

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10. Will you sublet any part of this WORK? If so, give details.

---

---

11. What equipment do you own that is available for the WORK? (Attach additional sheets as necessary)

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12. What equipment will you purchase for the proposed WORK?

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17. What equipment will you rent for the proposed WORK?

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The BIDDER acknowledges and understands that the information contained in response to this Qualification's Statement shall be relied upon by COUNTY in awarding the contract and such information is warranted by BIDDER to be true. The discovery of any omission or misstatement that materially affects the BIDDER'S qualifications to perform under the contract shall cause the COUNTY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

The BIDDER also acknowledges that all information listed above may be checked by the COUNTY and authorizes all entities or persons listed above to answer any and all questions. BIDDER hereby indemnifies the COUNTY and persons or entities listed above and hold them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information requested above.

By \_\_\_\_\_  
(Signature)

Date \_\_\_\_\_

**SECTION 454**

**CONFIRMATION OF DRUG-FREE WORKPLACE**

**IDENTICAL TIE BIDS:** Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087 Florida Statutes). In order to have a drug-free workplace program, a business shall:

In order to have a drug-free workplace program, a business shall:

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

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

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

***(MUST BE SUBMITTED WITH BID FORM)***

**SECTION 455**

**NON-COLLUSION AFFIDAVIT**

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says that:

1. BIDDER is the \_\_\_\_\_  
(Owner, Partner, Officer, Representative or Agent)
2. BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against THE COUNTY, or any person interested in the proposed Contract;
5. The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest.

By \_\_\_\_\_

Sworn to and subscribed before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_ who  is personally known to me or who  has presented the following type of  
identification: \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public, State of Florida

\_\_\_\_\_  
Notary seal (stamped in black ink)  
OR  
Printed, typed or stamped name of Notary and  
Commission Number

**(MUST BE SUBMITTED WITH BID FORM)**

**SECTION 00700 – GENERAL CONDITIONS**

<u>Article</u>	<u>Title</u>
1.0	Definitions
2.0	Preliminary Matters
3.0	Correlation, Interpretation, and Intent of Contract Documents
4.0	Availability of Lands: Subsurface Conditions; Reference Points
5.0	Public Records
6.0	Bonds and Insurance
7.0	Contractor Responsibility
8.0	Subcontractors
9.0	County’s Responsibilities
10.0	Consultant’s Status During Construction
11.0	Changes in the Work
12.0	Change of Contract Price
13.0	Delays and Extensions of Time
14.0	Guarantee; Tests and Inspections
15.0	Payments and Completions
16.0	Suspension of Work and Termination
17.0	Miscellaneous
18.0	Public Entity Crimes
19.0	Punchlist Procedures
20.0	Audit
21.0	Indemnity
22.0	Indemnity of Florida East Coast Railroad Company and Insurance Requirements- If Applicable
23.0	Inspection
24.0	Public Construction Bond
25.0	Insurance
26.0	Non-Discrimination
27.0	E-Verity / Verification of Employment Status
28.0	Products or Materials with Recycled Content
29.0	Florida Produced Lumber
30.0	Asbestos-Free Materials
31.0	Dispute Resolution
32.0	Mediation
33.0	Antitrust Assignment

## GENERAL CONDITIONS

### 1 Definitions.

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

- 1.1 **Acceptance:** By the COUNTY'S PROJECT MANAGER of the Work as being fully complete in accordance with the Contract Documents.
- 1.2 **Contract:** The written agreement between the OWNER and the CONTRACTOR covering the Work to be performed; the Contract Documents are attached to and made a part of the Contract. Also designated as the Agreement.
- 1.3 **Addenda:** Written or graphic instruments issued prior to the opening of bids, which modify or interpret the Contract Documents, Drawings and Specifications, by additions, deletions, clarifications or corrections.
- 1.4 **Application for Payment:** The form furnished by the COUNTY or the form accepted by the Consultant which is to be used by the CONTRACTOR in requesting progress payments and an affidavit of the CONTRACTOR that progress payments theretofore received from the COUNTY on account of the Work have been applied by the CONTRACTOR to discharge in full all of the CONTRACTOR'S obligations stated in prior Applications for Payment.
- 1.5 **Approval:** Accept as satisfactory.
- 1.6 **Bid:** The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- 1.7 **Bid Documents -** Includes the Invitation to Bid, Instructions to Bidders, Bid Form, and proposed Contract Documents (including all Addenda issued prior to receipt of Bids).
- 1.8 **Bidder:** Any person, firm or corporation submitting a Bid for the Work directly to the County.
- 1.9 **Bonds:** Bid, performance and payment bonds and other Instruments of security, furnished by the CONTRACTOR and his surety in accordance with the Contract Documents and in accordance with the law of the place of the project and approved by the County Attorney.
- 1.10 **Change Order:** A written order to the CONTRACTOR executed on behalf of the COUNTY authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Contract.
- 1.11 **County:** St. Lucie County, its Board of County Commissioners, or Owner".
- 1.12 **County's Representative:** The person or persons designated by the COUNTY'S PROJECT MANAGER. The COUNTY'S PROJECT MANAGER. This may include the CONSULTANT.
- 1.13 **Consultant:** The person, firm or corporation named as such in the Contract Documents that acts as the County's authorized agent within the scope of work entrusted to them by the County.
- 1.14 **Consultant's Representative:** An authorized representative of the Consultant assigned to observe the work performed and materials furnished by the CONTRACTOR.
- 1.15 **Contract:** The written agreement between the COUNTY and the CONTRACTOR covering the Work to be performed; the Contract Documents are attached to and made a part of the Contract. Also designated as the Agreement.

- 1.16 Contract Documents: The Contract, Addenda, Instructions to Bidders, CONTRACTOR'S Bid, the Bonds, the Notice of Award, these General Conditions, the Supplementary Conditions, Special Conditions, the Specifications, Drawings, Modifications, and the Notice to Proceed.
- 1.17 Contract Price: The total moneys payable to the CONTRACTOR under the Contract Documents.
- 1.18 Contract Time: The number of calendar days stated in the Contract for the completion of the Work.
- 1.19 Contractor: The Individual, partnership, corporation, joint-venture, or other legal entity with whom the COUNTY has entered into the Contract.
- 1.20 Day: A calendar day of twenty-four hours measured from midnight to the next midnight.
- 1.21 Defective Work: Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; or WORK that has been damaged prior to the CONSULTANT'S recommendation of final payment.
- 1.22 Drawings: The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the CONSULTANT and are referred to in the Contract Documents. Shop Drawing are not Drawings as so defined.
- 1.23 Effective Date of the Contract: The date indicated in the Contract, but if no such date is indicated it means the date on which the Contract is signed by the last of the two parties to sign the Contract.
- 1.24 Field Order: A written order issued by the COUNTY'S PROJECT MANAGER or by the CONSULTANT which clarifies or interprets the Contract Documents in accordance with paragraph 9.3 or orders minor changes in the Work in accordance with paragraph 10.2.
- 1.25 Laws and Regulations: Laws, rules, codes, regulations, ordinances and/or orders promulgated by a lawfully constituted body authorized to issue such Laws and Regulations.
- 1.26 Modification: (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation issued by the CONSULTANT in accordance with paragraph 9.3 or (d) a written order for a minor change or alteration in the Work issued by the COUNTY'S PROJECT MANAGER or by the CONSULTANT pursuant to paragraph 10.2. A Modification may only be issued after execution of the Contract.
- 1.27 Notice of Award: The written notice by COUNTY to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, COUNTY will execute and deliver the Contract to him.
- 1.28 Notice to Proceed: A written notice given by the COUNTY'S PROJECT MANAGER to the CONTRACTOR (with a copy to CONSULTANT) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligations under the Contract Documents.
- 1.29 Partial Utilization: Placing a portion of the WORK in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the WORK.
- 1.30 Project: The entire construction to be performed as provided in the Contract Documents.
- 1.31 Project Manager: The individual who is authorized to act on behalf of the COUNTY or CONTRACTOR.

- 1.32 **Project Representative:** (also Construction Observer, Resident Inspector, or Construction Inspector) One or more authorized representatives of the COUNTY assigned to observe the Work performed and materials furnished by the CONTRACTOR, or such other persons as may from time to time be appointed by the COUNTY'S PROJECT MANAGER as his representative(s). Nothing contained in these General Conditions shall be construed to grant to the Project Representatives the right or authority to modify, alter, revoke, enlarge, or relax the provisions of the Contract Documents in any manner, nor to approve or accept any portion of the completed work, or issue instructions contrary to the Plans and Specifications or the requirements of regulatory agencies having jurisdiction.
- 1.33 **Samples:** Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
- 1.34 **Shop Drawings:** All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work and as required by the Contract Documents. Shop Drawings are not part of the Contract Documents and failure of the CONSULTANT or the COUNTY or any of his representatives to take exception to any product, material, system or installation depicted on Shop Drawings that are not in conformance with the requirements of the Contract Documents shall not constitute a Field Order or Change Order or any other Modification of the Contract Documents, and shall not relieve the CONTRACTOR from complying with any portion of the Contract Documents.
- 1.35 **Special Conditions:** When Included as a part of the Contract Documents, Special Conditions refer only to the Work under this Contract. Special Conditions take precedent over the General Conditions.
- 1.36 **Specifications:** Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.
- 1.37 **Sub-Bidder:** One who submits a Bid to a BIDDER.
- 1.38 **Subcontractor:** An individual, firm or corporation having a direct contract with CONTRACTOR or with any other subcontractor for the performance of a part of the Work at the site.
- 1.39 **Substantial Completion:** For purposes of this Contract, and for compliance of those procedures, duties and obligations as set forth in Florida Statutes §218.70 and §218.735, the term Substantial Completion shall be as follows, in lieu of any other definition:
- 1.40 "Substantial Completion" is defined as that point where St. Lucie County is able to enjoy beneficial occupancy of the Work and where the Work has achieved that level of completion such that St. Lucie County is able to utilize the entire Project for its intended purposes, including but not limited to the completion of all specified systems and items relating to life safety and regulatory use, with the exception of incidental or incomplete items except where a lack of completion of such incidental or incomplete items of Work will adversely affect the complete operation of other areas of the Work. Additional conditions (if any) needed to achieve Substantial Completion of the Work and which are project specific are as set forth in attached Technical Specifications.
- 1.41 **Successful Bidder:** The lowest, qualified, responsible and responsive BIDDER to whom COUNTY (on basis of COUNTY'S evaluation as hereinafter provided) makes an award.
- 1.42 **Supplier:** Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

- 1.43 **Supplementary General Conditions:** The part of the Contract Documents which amends or supplements these General Conditions
  - 1.44 **Surety:** The corporate body which is bound with the CONTRACTOR and which engages to be responsible for the CONTRACTOR and his acceptable performance of the Work.
  - 1.45 **Underground Facilities:** All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials; electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.
  - 1.46 **Unit Price Work:** Work to be paid for on the basis of unit prices.
  - 1.47 **Utilities:** All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground or above ground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water supply or distribution, sewage and drainage removal, traffic or other control systems.
  - 1.48 **Work:** Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnished thereof.
  - 1.49 **Work Change Directive:** A written directive to CONTRACTOR, issued on or after the Effective Date of the Contract and signed by the COUNTY and recommended by the CONSULTANT, ordering an addition, deletion or revision in the WORK, or which references an emergency or unforeseen physical conditions under which the WORK is to be performed. A Work Change Directive may not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time.
  - 1.50 **Written Amendment:** A written amendment of the Contract Documents, signed by the COUNTY and CONTRACTOR on or after the Effective Date of the Contract and normally dealing with the non-engineering or non-technical rather than strictly work-related aspects of the Contract Documents.
  - 1.51 **Written Notice:** The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with Contract requirements.
- 2 Preliminary Matters.**
- 2.1 **Award:** The award of the Contract, if it is awarded, will be to the lowest qualified, responsible Bidder. No Notice of Award will be given until the COUNTY'S PROJECT MANAGER has concluded such investigations as he deems necessary to establish the responsibility, qualification and financial ability of the Bidders to do the Work in accordance with the Contract Documents to the satisfaction of the COUNTY'S PROJECT MANAGER within the time prescribed. The COUNTY reserves the right to reject the Bid of any Bidder who does not pass such investigation to the COUNTY'S satisfaction. In analyzing Bids, the COUNTY'S PROJECT MANAGER may take into consideration alternates and unit prices, if requested by the Bid forms.

- 2.2 Execution of Contract: At least three counterparts of the Contract and such other Contract Documents, including bonds, will be executed and delivered by CONTRACTOR to the Purchasing Department within 30 calendar days of receipt.
- 2.3 Forfeiture of Bid Security: Failure of the successful Bidder to execute and deliver the Contract and deliver the required Bonds and Insurance Certificates or other documentation as stipulated in paragraph 2.2 or in the Instructions to Bidders – Section 00100, shall be just cause for the COUNTY to annul the Notice of Award and declare the Bid and any security therefore forfeited.
- 2.4 Contractor's Pre-Start Representation: CONTRACTOR represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.
- 2.5 Commencement of Contract Time: The Contract Time will commence to run on the date identified in the written notification by the COUNTY'S PROJECT MANAGER in the form of the Notice to Proceed.
- 2.6 Starting the Project: CONTRACTOR shall start to perform his obligations under the Contract Documents on the date when the Contract Time commences to run. No Work shall be done at the site prior to the date on which the Contract Time commences to run, except with the written consent of the COUNTY'S PROJECT MANAGER.
- 2.7 Before Starting Construction: Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to the CONSULTANT any conflict, error or discrepancy which he may discover; however, he shall not be liable to the COUNTY or the CONSULTANT for his failure to discover any conflict, error or discrepancy in the Drawings or Specifications, unless Contractor had actual knowledge thereof or should reasonably have known thereof. Work which is considered to be normal to the construction industry and should have been anticipated by the CONTRACTOR will not be eligible for reimbursement by change order.
- 2.8 Schedule of Completion: CONTRACTOR shall submit to the COUNTY'S PROJECT MANAGER, together with the executed Contract and other required documents, an estimated progress schedule with earnings indicating the starting and completion dates of the various stages of the Work, and a preliminary schedule of Shop Drawing Submissions. No payments shall be made by COUNTY to CONTRACTOR until the estimated progress schedule has been reviewed and approved by the COUNTY'S PROJECT MANAGER. See paragraphs 6.27 through 6.32. The CONSULTANT shall review and return this schedule or require revisions thereto within 14 days of its submittal. Said progress schedule shall be updated by CONTRACTOR on a monthly basis.
- 2.9 2.9 Pre-Construction Conference: A pre-construction conference will be held, prior to any work being performed and prior to the commencement of the Contract Time, to review the above schedules, to establish procedures for handling Shop Drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the Project. Present at the conference will be the COUNTY'S PROJECT MANAGER or his representative, CONSULTANT, Resident Project Representatives,

CONTRACTOR and his Superintendent, and appropriate parties such as private utilities as deemed necessary.

- 2.10 2.10 Qualification of Subcontractors, Materialmen and Suppliers: Within ten (10) working days after bid opening, the CONTRACTOR will (if required) submit to the COUNTY'S PROJECT MANAGER and the CONSULTANT for acceptance a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of materials or equipment) proposed for those portions of the Work as to which the identity of the Subcontractors and other persons and organizations must be submitted as specified in the Contract Documents. Within thirty working days after receiving the list, the CONSULTANT will notify the CONTRACTOR in writing if either the COUNTY'S PROJECT MANAGER or the CONSULTANT, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the COUNTY'S PROJECT MANAGER or the CONSULTANT to make objection to any Subcontractor, person or organization on the list within thirty days of receipt shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the COUNTY'S PROJECT MANAGER or the CONSULTANT to reject defective Work, material or equipment, or Work, material or equipment not in conformance with the requirements of the Contract Documents.

### **3 Correlation, Interpretation, and Intent of Contract Documents.**

- 3.1 Contract Documents Modifications: It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Contract between the COUNTY and the CONTRACTOR. They may be altered only by a Modification.
- 3.2 Conflicts, Errors or Discrepancies: The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall call it to the CONSULTANT'S attention in writing at once and before proceeding with the Work affected thereby; however, he shall not be liable to the COUNTY or CONSULTANT for his failure to discover any conflict, error or discrepancy in the Specifications or Drawings, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.
- 3.3 Furnish and Install: The words "furnish", "furnish and install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service".
- 3.4 Miscellaneous Items: Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or usable structure or plant, providing the indicated function, shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards, including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the CONSULTANT before installation. The above requirements are not intended to include major components not covered by or inferable from the Drawings and Specifications.
- 3.5 Trades Work: The Work of all trades under this Contract shall be coordinated by the CONTRACTOR in such a manner as to obtain the best workmanship possible for the entire Project, and all components of the Work shall be installed or erected in accordance with the best practices of the particular trade.
- 3.6 Manufacturer's Literature: Manufacturer's literature, when referenced, shall be dated and numbered and is intended to establish the minimum requirements acceptable. Whenever

reference is given to codes, or standard specifications or other data published by regulating agencies or accepted organizations, including but not limited to National Electrical Code, applicable State Building Code, Federal Specifications, ASTM Specifications, various Institute specifications, and the like, it shall be understood that such reference is to the latest edition, including addenda in effect on the date of Bid. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the contract documents) shall be effective to change the duties and responsibilities of the COUNTY, CONTRACTOR, or CONSULTANT, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to the CONSULTANT, or any of the CONSULTANT'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the work or any duty or authority to undertake responsibility contrary to the provisions of these General Conditions.

- 3.7 Brand Names: Brand names where used in the technical specifications, are intended to denote the standard of quality required for the particular material or product. The term "equal" or "equivalent", when used in connection with brand names, shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color and other applicable characteristics to the material or product specified by trade name, and that is suitable for the same use and capable of performing the same function, in the opinion of the CONSULTANT, as the material or product so specified. Determination of whether an item is "equal" or "equivalent" shall be solely at the discretion of the CONSULTANT with the concurrence of the COUNTY'S PROJECT MANAGER. Proposed equivalent items must be approved by CONSULTANT before they are purchased or incorporated in the Work. Failure of the CONSULTANT or the COUNTY'S PROJECT MANAGER to find an item "equal" or "equivalent" shall not entitle the CONTRACTOR to a change in contract price. Approval of an item as "equal" or "equivalent" shall entitle the COUNTY to a credit if use of the approved item results in a savings in material and/or labor cost to the CONTRACTOR. (When a brand name, catalog number, model number, or other identification, is used without the phrase "or equal", the CONTRACTOR shall use the brand specified.)

#### **4 Availability of Lands: Subsurface Conditions; Reference Points.**

- 4.1 Availability of Lands: The COUNTY will furnish, as indicated in Contract Documents, the lands upon which the Work is to be done, rights-of-way and easements for access thereto, and such other lands, which are designated for the use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the COUNTY, unless otherwise specified in the Contract Documents. Other access to such lands or rights-of-way for the CONTRACTOR'S convenience shall be the responsibility of the CONTRACTOR. The CONTRACTOR will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.
- 4.2 Not used - Reserved.
- 4.3 Subsurface Conditions: The CONTRACTOR acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The CONTRACTOR further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done on behalf of the COUNTY on the site or any contiguous site, as well as from information presented by the Drawings and Specifications made a part of this Contract, or any other information made available to him prior to receipt of Bids. Any failure by the CONTRACTOR to acquaint himself with the available information will not relieve him

from responsibility for estimating properly the difficulty or cost of successfully performing the Work. The COUNTY and CONSULTANT assume no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the COUNTY or CONSULTANT.

4.4 Differing Site Conditions:

4.4.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the COUNTY'S PROJECT MANAGER in writing of:

4.4.1.1 subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or

4.4.1.2 unknown physical conditions at the site; of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. The COUNTY'S PROJECT MANAGER shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

4.4.2 No claim of the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the notice required in 4.4.1 above; provided, however, the time prescribed therefore may be extended by the COUNTY.

4.4.3 No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

4.5 Physical Conditions - Underground Facilities: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to COUNTY or CONSULTANT by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Special Conditions:

4.5.1 COUNTY and CONSULTANT shall not be responsible for the accuracy or completeness of any such information or data; and,

4.5.2 CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof as provided in paragraph 7.43 and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price. No additional compensation will be allowed the Contractor because of the existence of utility lines, which are not shown on drawings.

4.5.3 If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted by paragraph 7.26) identify the owner of such Underground Facility and give written notice thereof to that owner and to the COUNTY'S PROJECT MANAGER and CONSULTANT.

4.6 Existing Structures: The plans show the locations of all known surface and subsurface structures. However, the COUNTY and CONSULTANT assume no responsibility for failure to

show any or all of these structures on the Plans, or to show them in their exact location. It is mutually agreed that such failure shall not be considered sufficient basis for claims for additional compensation for extra work or for increasing the pay quantities in any manner whatsoever, unless the obstruction encountered is such as to necessitate changes in the lines or grades, or requires the building of special work, provisions for which are not made in the Plans and Proposal in which case the provisions in these Specifications for extra work shall apply.

## **5 Public Records.**

The Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Contract.

## **6 Bonds and Insurance.**

6.1 **Public Construction Bond:** CONTRACTOR shall furnish a public construction bond as security for the faithful performance and payment of all his obligations under the Contract Documents. This Bond shall be in an amount at least equal to the Contract Price and in such form and with such sureties as are acceptable to OWNER. Bond forms for the aforementioned securities are a part of the Contract Documents and CONTRACTOR shall insure that each executed copy of the bond form is complete and sealed. The Bond shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and be executed by such sureties licensed to do business in Florida, satisfactory to St. Lucie County and with an "A" rating or better as published by Best Insurance Reports. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

6.2 **Contractor's Insurance:** The CONTRACTOR shall provide the OWNER with insurance certificates, as set forth in the Contract, certifying that all required insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER'S PROJECT MANAGER advance notice by registered mail.

6.2.1 The Contractor shall maintain all insurance during the life of this Contract as set forth in the Contract.

6.3 **Cancellation and Re-Insurance:** If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this Contract, the CONTRACTOR shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain continuous coverage during the life of this Contract.

## **7 Contractor Responsibility.**

7.1 The Contractor is an independent contractor and is not an employee or agent of the County. Nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor, between the County and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Contract. The Contractor shall take the whole responsibility for the means, methods, techniques, sequences, and production of the Work.

7.2 The Contractor shall bear all losses resulting to him, or its, on account of the amount or character of the Work, or because of the nature of the ground beneath, in or on which the Work is done is different from what was assumed or expected, or because of bad weather, or because of errors or omissions in his or its bid on the Contract price, or except as otherwise provided in the Contract Documents because of any other causes whatsoever. Execution of this Contract

by the Contractor is a representation that the Contractor has visited the site, has conducted a sufficient investigation of the surface and sub-surface conditions in order to submit its bid, has become familiar with the local conditions under which the Work is to be performed, and correlated personal observations with the requirements of the Contract Documents.

- 7.3 The Contractor shall protect the entire Work, all materials under the Contract and the County's property (including machinery and equipment) in, on, or adjacent to the site of the Work until final completion and Work, from the action of the elements, acts of other contractors, or except as otherwise provided in the Contract Documents, and from any other causes whatsoever; should any damage occur by reason of any of the foregoing, the Contractor shall repair at his, or its, own expenses to the satisfaction of the County or its Project Manager. Neither the County nor its officers, employees or agents assume any responsibility for collection of indemnities or damages from any person or persons causing injury to the Work of the Contractor.
- 7.4 At his or its expense, the Contractor shall take all necessary precautions (including without limitation) the furnishing of guards, fences, warnings signs, walks, flags, cables and lights for the safety of and the prevention of injury, loss and damage to persons and property (including without limitation) in the term persons, members of the public, the County and its employees and agents, the Project Manager and his employees, Contractor's employees, his or its subcontractors and their respective employees, other contractors, their sub-contractors and respective employees, on, about or adjacent to the premises where said Work is being performed, and shall comply with all applicable provisions of safety laws, rules, ordinances, regulations and orders of duly constituted public authorities and building codes.
- 7.5 The Contractor assumes all risk of loss, damage and destruction to all of his or its materials, tools appliances and property of every description and that of his or its subcontractors and of their respective employees or agents, and injury to or death of the Contractor, his or its employees, subcontractors or their respective employees or agents, including legal fees, court costs or other legal expenses, arising out of or in connection with the performance of this Contract.
- 7.6 Supervision and Superintendence: The CONTRACTOR will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work. (Copies of written communications given to the Superintendent shall be mailed to the Contractor's home office.)
- 7.7 Labor, Materials and Equipment: The CONTRACTOR will provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday, observed by St. Lucie County, without the COUNTY'S PROJECT MANAGER'S written consent.
- 7.8 Materials and Equipment: The CONTRACTOR will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work. All material stored on

the job site shall remain the responsibility of the CONTRACTOR until incorporated into the work. The COUNTY will not reimburse the CONTRACTOR for materials lost, stolen, or damaged while stored on the job site.

- 7.9 Condition of Materials: All materials and equipment will be new. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.
- 7.10 Installation / Assembly: All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract Documents.
- 7.11 Materials, Equipment, Products, and Substitutions: Materials, equipment and products incorporated in the Work must be approved for use before being purchased by the CONTRACTOR. The CONTRACTOR shall submit to the CONSULTANT and the COUNTY'S PROJECT MANAGER a list of proposed materials, equipment or products, together with such samples as may be necessary for him to determine their acceptability and obtain his approval, within ninety calendar days after award of Contract unless otherwise stipulated in the Special Conditions. No request for payment for "or equal" equipment will be approved until this list has been received and approved by the CONSULTANT.
- 7.11.1 Whenever a material, article or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements, and that other products of equal capacities, quality and function may be considered. The CONTRACTOR may request the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalogue number, and if, in the opinion of the CONSULTANT and COUNTY, such material, article, or piece of equipment is of equal substance and function to that specified, the CONSULTANT with concurrence of the COUNTY'S PROJECT MANAGER may approve its substitution and use by the CONTRACTOR. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without an increase in the Contract Price or Contract Time. The CONTRACTOR shall reimburse the COUNTY for charges of the CONSULTANT and CONSULTANT'S consultants for evaluating each proposed substitution. These costs shall include transportation to operating installation at factories, etc.
- 7.11.2 No substitute shall be ordered or installed without the written approval of the CONSULTANT with the COUNTY'S PROJECT MANAGER'S concurrence.
- 7.11.3 Delay caused by obtaining approvals for substitute materials will not be considered justifiable grounds for an extension of construction time.
- 7.11.4 Should any work or materials, equipment or products not conform with requirements of the Drawings and Specifications or become damaged during the progress of the Work, such Work or materials shall be removed and replaced, together with any work disarranged by such alterations, at any time before completion and acceptance of the Project. All such work shall be done at the expense of the CONTRACTOR.
- 7.11.5 No materials or supplies for the Work shall be purchased by the CONTRACTOR or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that he has good title to all materials and supplies used by him in the Work.

- 7.12 Concerning Subcontractors: The CONTRACTOR will not employ any Subcontractor, other person or organization of the types referred to in paragraph 2.10 (whether initially or as a substitute) against whom the COUNTY or the CONSULTANT may have reasonable objection, nor will the CONTRACTOR be required to employ any Subcontractor against whom he has reasonable objection. The CONTRACTOR will not make any substitution for any Subcontractor who has been accepted by the COUNTY'S PROJECT MANAGER and the CONSULTANT, unless the CONSULTANT determines that there is good cause for doing so.
- 7.13 Responsibility: The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between COUNTY or CONSULTANT and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of COUNTY or CONSULTANT to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. COUNTY or CONSULTANT may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done in accordance with the schedule of values.
- 7.14 Division of Work: The divisions and sections of the Specifications and the identifications of any Drawings shall not control the CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.
- 7.15 Terms and Conditions: The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the COUNTY.
- 7.16 Agreement: All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to any appropriate agreement between the CONTRACTOR and the Subcontractor.
- 7.17 Responsibility: The CONTRACTOR shall be responsible for the coordination of the trades, Subcontractors and materialmen engaged upon His Work.
- 7.17.1 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating any subcontract that the COUNTY may exercise over the CONTRACTOR under any provisions of the Contract Documents.
- 7.17.2 The COUNTY or CONSULTANT will not undertake to settle any differences between the CONTRACTOR and his Subcontractors or between Subcontractors.
- 7.17.3 If in the opinion of the COUNTY'S PROJECT MANAGER or CONSULTANT, any Subcontractor on the Project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed in writing.
- 7.18 Patent, Fees and Royalties: The CONTRACTOR will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. He will indemnify and hold harmless the COUNTY and CONSULTANT and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorney's fees) arising out of any infringement of such rights during or after completion of the Work, and shall defend all such claims in connection with any alleged infringement of such rights.

- 7.19 Patent Rights: The CONTRACTOR shall be responsible for determining the application of patent rights and royalties on materials, appliances, articles or systems prior to bidding. However, he shall not be responsible for such determination on systems, which do not involve purchase by him of materials, appliances and articles.
- 7.20 Permits: The CONTRACTOR will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his Bid. The COUNTY shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The CONTRACTOR will also pay all public utility charges. The Contractor shall be responsible for obtaining dewatering permits as required. CONTRACTOR shall be responsible for complying with the South Florida Water Management District, Florida Department of Environmental Protection, United States Environmental Protection Agency and any other regulatory agency requirements including financial responsibility (fines, etc.).
- 7.21 The following is a list of permits that have been submitted by and/or received by the Owner and a copy is provided in APPENDIX A in these Specifications:
- 7.22 Florida Department of Environmental Protection (FDEP) Water Construction Permit (obtained & included)
- 7.23 Laws and Regulations: The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he will give the CONSULTANT prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the CONSULTANT, he will bear all costs arising therefrom; however, it shall not be his primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.
- 7.24 Taxes: Cost of all sales and other taxes for which the CONTRACTOR is liable under the Contract shall be included in the Contract Price stated by the CONTRACTOR.
- 7.25 Record Drawings: The CONTRACTOR will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the CONSULTANT and shall be delivered to him for the COUNTY upon completion of the project. It shall be used for this purpose only. Final acceptance of the project will be withheld until approval of the documents is made by the COUNTY'S PROJECT MANAGER.
- 7.26 Safety and Protection: The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:
- 7.26.1 All employees on the Work and other persons who may be affected thereby,
- 7.26.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and
- 7.26.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

- 7.27 Superintendent: The CONTRACTOR will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S superintendent unless otherwise designated in writing by the CONTRACTOR to the COUNTY'S PROJECT MANAGER.
- 7.28 Emergencies: In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the CONSULTANT or the COUNTY'S PROJECT MANAGER, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. If the CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 and 12.
- 7.29 Shop Drawings and Samples: After checking and verifying all field measurements, the CONTRACTOR will submit to the CONSULTANT and the COUNTY'S PROJECT MANAGER for review, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.8) copies (or at the CONSULTANT'S option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the CONSULTANT to review the information as required.
- 7.30 Samples: The CONTRACTOR will also submit to the CONSULTANT for review, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.
- 7.31 Deviations: At the time of each submission, the CONTRACTOR will in writing call the CONSULTANT'S attention to any deviations that the Shop Drawings or sample may have from the requirements of the Contract Documents.
- 7.32 Conformance Review: The CONSULTANT will review with reasonable promptness Shop Drawings and samples, but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such will not indicate review of the assembly in which the item functions. The CONTRACTOR will make any corrections required by the CONSULTANT and will return the required number of corrected copies of Shop Drawings and resubmit new samples until the review is satisfactory to the CONSULTANT. The CONTRACTOR shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the CONSULTANT on previous submissions. The CONTRACTOR'S stamp of approval on any Shop Drawings or sample shall constitute a representation to the COUNTY and the CONSULTANT that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Documents. Shop Drawings submitted without the CONTRACTOR'S stamp or specific written indication will be returned without action. Shop Drawings and submittal data will be reviewed two times, thereafter all further review time will be charged to the CONTRACTOR.
- 7.33 Approval: No work requiring a Shop Drawing or sample submission shall be commenced until the submission has been reviewed and approved by the CONSULTANT. A copy of each Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the CONSULTANT.

- 7.34 **Specific Deviations:** The CONSULTANT'S review of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the CONSULTANT'S attention to such deviation at the time of submission and the CONSULTANT has given written approval to the specific deviation, nor shall any review by the CONSULTANT relieve the CONTRACTOR from responsibility for errors or omissions in the Shop Drawings.
- 7.35 **Site Clean Up:** The CONTRACTOR shall clean up behind the Work as much as is reasonably possible as the Work progresses. Upon completion of the Work, and before acceptance of and final payment for the Project by the COUNTY, the CONTRACTOR shall remove all his surplus and discarded materials, excavated material and rubbish from the roadways, sidewalks, parking areas, lawns and all adjacent property; shall clean his portion of Work involved in any building under this Contract, so that no further cleaning by the COUNTY is necessary prior to his occupancy; shall restore all property, both public and private, which has been disturbed or damaged during the prosecution of the Work; and shall leave the whole in a neat and presentable condition.
- 7.36 **Building Clean-up:** Clean-up operations shall consistently be carried on by the CONTRACTOR at all times to keep the premises free from accumulation of waste materials and rubbish. Upon completion of the Work he shall remove all rubbish, tools, scaffolding, surplus materials, etc., from the building and shall leave his work "broom clean", or its equivalent, unless more exactly specified elsewhere in the Contract. The CONTRACTOR shall do the following special cleaning for all trades upon completion of the Work:
- 7.36.1 Remove putty stains and paint from and wash and polish all glass. Do not scratch or otherwise damage glass.
  - 7.36.2 Remove all marks, stains, fingerprints and other soil and dirt from painted, stained and decorated work.
  - 7.36.3 Remove all temporary protections and clean and polish floors.
  - 7.36.4 Clean and polish all hardware for all trades; this shall include removal of all stains, dust, dirt, paint, etc.
- 7.37 **General:** In case of dispute, the COUNTY may remove the rubbish and charge the cost to the CONTRACTOR.
- 7.38 **Public Convenience and Safety:** The CONTRACTOR shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. "Street Closed" signs shall be placed immediately adjacent to the Work, in a conspicuous position, at such locations as traffic demands. At any time that streets are required to be closed, Contractor shall obtain approval to close the street from the appropriate regulatory agencies having jurisdiction. The CONTRACTOR shall notify law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Approval from the Board of County Commissioners shall be coordinated through the office of the Director of the Public Works Department including notification of the news media and affected property owners. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times. Traffic paths shall be maintained for local traffic.
- 7.39 **Sanitary Provisions:** The CONTRACTOR shall furnish necessary toilet conveniences, secluded from public observation, for use of all personnel on the Work, whether or not in his employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and

regulations of the Public Authorities having jurisdiction. He shall commit no public nuisance. Temporary sanitary facilities shall be removed upon completion of the Work and the premises shall be left clean.

- 7.40 **Indemnification:** To the extent of the insurance requirements set forth in the Contract, the CONTRACTOR will indemnify and hold harmless the COUNTY and the CONSULTANT and their agents and employees and interested third parties from and against all claims, damages, losses and expenses direct, indirect or consequential, including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court costs arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 7.41 **Claims:** In any and all claims against the COUNTY or the CONSULTANT or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 7.38 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.
- 7.42 **Obligation:** The obligations of the CONTRACTOR under paragraph 7.38 shall not extend to the liability of the CONSULTANT'S negligent acts, errors or omissions or those of his employees or agents.
- 7.43 **Responsibility for Connecting to Existing Work:** It shall be the express responsibility of the CONTRACTOR to connect his Work to each part of the existing work or work previously installed as required by the Drawings and Specifications to provide a complete installation.
- 7.44 **Work in Street, Highway and Other Rights-of-Way:** Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights-of-way of streets, highways, public carrier lines, utility lines (either aerial, surface or subsurface), etc., shall be done in accordance with requirements of these Specifications and authorities having jurisdiction. The CONTRACTOR will be responsible for obtaining all permits necessary for the work. Upon completion of the Work, CONTRACTOR shall present to CONSULTANT certificates, in triplicate, from the proper authorities stating that the Work has been done in accordance with their requirements.
- 7.44.1 The COUNTY will cooperate with the CONTRACTOR in obtaining action from any utilities or public authorities involved in the above requirements.
- 7.45 **Cooperation with Governmental Departments, Public Utilities, Etc.:** The CONTRACTOR shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, cable television, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structures connected therewith, that are encountered in the Work in order that such items may be properly shored, supported and protected, or the CONTRACTOR may relocate them with Utility Owner's approval, if he so desires. The CONTRACTOR shall give all proper notices, shall comply with requirements of such parties in the performance of his Work, shall permit entrance of such parties on the Project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.

- 7.45.1 The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.
- 7.45.2 The CONTRACTOR shall have made himself familiar with all codes, laws, ordinances and regulations which in any manner affect those engaged in the Work, or materials and equipment used in or upon the Work, or in any way affect the conduct of the Work, and no plea of misunderstanding will be considered on account of his ignorance thereof.
- 7.46 Use of Premises: CONTRACTOR shall confine his apparatus, storage of materials, and operations of his workmen to limits indicated by law, ordinances, permits, and directions of the COUNTY'S REPRESENTATIVE, and shall not unnecessarily encumber any part of the site.
- 7.46.1 CONTRACTOR shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall he subject any part of the Work to stresses or pressures that will endanger it.
- 7.46.2 CONTRACTOR shall enforce the COUNTY'S PROJECT MANAGER'S instructions in connection with signs, advertisements, fires and smoking.
- 7.46.3 CONTRACTOR shall arrange and cooperate with COUNTY in routing and parking of automobiles of his employees, Subcontractors and other personnel, and in routing material delivery trucks and other vehicles to the Project site.
- 7.47 Protection of Existing Property Improvements: Any existing surface or subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings, or structures (including portions thereof), trees and shrubbery, not indicated on the Drawings or noted in the Specifications as being removed or altered shall be protected from damage during construction of the Project. Any such improvements damaged during construction of the Project, whether or not such improvements appear on the drawings, shall be restored to a condition equal, or better, to that existing at time of award of Contract. Such restoration or repair shall be at the sole expense of the Contractor, and no claim for an increase in the Contract Price shall be allowed.
- 7.48 Temporary Heat: The CONTRACTOR shall provide heat, fuel and services as necessary to protect all work and materials, within all habitable areas of permanent building construction, for all contracts against injury from dampness and cold until final acceptance of all work and materials for the Project, unless building is fully occupied by the COUNTY prior to such acceptance, in which case the COUNTY shall assume all expenses of heating from date of full occupancy. Unless otherwise specifically permitted by Special Conditions, the permanent heating system shall not be used to provide temporary heat. CONTRACTOR'S proposed methods of heating shall be submitted for approval.
- 8 Subcontractors.**
- 8.1 The COUNTY may perform additional work related to the Project by itself, or it may let other direct contracts therefore which shall contain General Conditions similar to these. The CONTRACTOR will afford the other contractors who are parties to such direct contracts (or the COUNTY, if it is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.
- 8.2 In the event Contractor requires the services of any contractor or professional associate in connection with the Work to be performed under this Contract, the Contractor shall secure the

written approval of the County Project Manager before engaging such contractor or professional associate.

- 8.3 If any part of the CONTRACTOR'S work depends for proper execution or results upon the work of any such other CONTRACTOR (or the COUNTY), the CONTRACTOR will promptly report to the COUNTY'S REPRESENTATIVE in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.
  - 8.4 The CONTRACTOR will do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The CONTRACTOR will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the CONSULTANT and of the other contractors whose work will be affected.
  - 8.5 If the performance of additional work by other contractors or the COUNTY is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional work. If the CONTRACTOR believes that the performance of such additional work by the COUNTY or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 and 12.
  - 8.6 Where practicable, the CONTRACTOR shall build around the work of other separate Contractors.
  - 8.7 Cooperation is required in the use of site facilities and in the detailed execution of the Work. The CONTRACTOR shall coordinate his operations with those of any other CONTRACTORS for the best interest of the Work in order to prevent delay in the execution thereof.
  - 8.8 The CONTRACTOR shall keep himself informed of the progress of the work of other Contractors. Should lack of progress or defective workmanship on the part of other Contractors interfere with his operations, the CONTRACTOR shall notify the COUNTY'S REPRESENTATIVE immediately. Lack of such notice to the COUNTY'S REPRESENTATIVE will be construed as acceptance by the CONTRACTOR of the status of the work of other Contractors as being satisfactory for proper coordination of his own Work.
  - 8.9 CONTRACTOR shall give notices of the progress of his work so as to allow other contractors adequate opportunity to properly direct and coordinate their work. All such notices shall be submitted to the COUNTY'S REPRESENTATIVE with copies to other Contractors on the Project Site sufficiently ahead of job progress to permit adequate time for the other Contractors to coordinate their work.
- 9 County's Responsibilities.**
- 9.1 The COUNTY will issue all communications to the CONTRACTOR through the CONSULTANT, COUNTY'S PROJECT MANAGER or COUNTY'S REPRESENTATIVE (Project Manager).
  - 9.2 In case of termination of the employment of the CONSULTANT, the COUNTY'S PROJECT MANAGER will appoint an engineer against whom the CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former CONSULTANT. Any dispute in connection with such appointment shall be subject to arbitration, if mutually agreeable.
  - 9.3 The COUNTY will furnish the data required of it under the Contract Documents promptly and shall make payments to the CONTRACTOR promptly after they are due as provided in Article 14.

- 9.4 COUNTY'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Section 4.0 and the Special Conditions.
- 9.5 In connection with the COUNTY'S right to stop Work or suspend Work, see paragraph 16.1. Paragraph 16.4 deals with the COUNTY'S right to terminate services of the CONTRACTOR under certain circumstances.
- 9.6 The COUNTY shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or any portion thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the Work, the CONTRACTOR shall be entitled to such extra compensation or extension of time or both, except by prior agreement, as the CONSULTANT may determine. See paragraph 15.7.
- 9.7 COUNTY'S responsibility in respect of certain inspections, tests and approvals is set forth in paragraphs 10.5, 10.6, and 14.3 through 14.8.

#### **10 Consultant's Status During Construction.**

- 10.1 County's Representative: The CONSULTANT (if specifically designated), or a specifically designated employee of the COUNTY, shall act as the COUNTY'S REPRESENTATIVE during the construction period. The duties and responsibilities and the limitations of authority of the CONSULTANT as one of the COUNTY'S REPRESENTATIVES during construction are set forth in Articles 1 through 17 of these General Conditions and shall not be extended without written consent of the COUNTY'S PROJECT MANAGER and the CONSULTANT.
  - 10.1.1 The CONSULTANT'S decision with the consent of the COUNTY'S PROJECT MANAGER in matters relating to aesthetics, shall be final, if within the terms of the Contract Documents.
  - 10.1.2 Except as may be otherwise provided in the Contract or elsewhere in the Contract Documents, all claims, counter-claims, disputes and other matters in question between the COUNTY and the Contractor arising out of or relating to the Contract or the breach thereof will be decided in a court of competent jurisdiction with the State in which the COUNTY is located.
- 10.2 Visits to Site: The CONSULTANT will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He will not be required to make continuous on-site observations to check the quality or quantity of the Work. His efforts will be directed toward ascertaining on behalf of the COUNTY that the completed Project will conform to the requirements of the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep the COUNTY informed of the progress of the Work and will endeavor to guard the COUNTY against defects and deficiencies in the Work.
- 10.3 Clarifications and Interpretations: The CONSULTANT will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the CONTRACTOR believes that a written clarification and interpretation entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

- 10.4 Measurement of Quantities: All Work completed under the Contract will be measured by the CONSULTANT'S or COUNTY'S REPRESENTATIVE or PROJECT REPRESENTATIVE according to the United States Standard Measures. All linear surface measurements will be made horizontally or vertically as required by the Item measured.
- 10.5 Rejecting Defective Work: The CONSULTANT, COUNTY'S REPRESENTATIVE or PROJECT REPRESENTATIVE will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to final acceptance). They will also have authority to require special inspection or testing of the Work as they may individually or severally deem necessary, whether or not the Work is fabricated, installed or completed.
- 10.6 Correction of Defective Work: Upon presentation of a Defective Work Notice to the Contractor's Representative from the COUNTY'S REPRESENTATIVE, the contractor shall have fourteen (14) days to begin corrective action and repairs. If the Contractor believes that the necessary corrective action should not begin at the end of that fourteen (14) day period, he shall submit to the COUNTY'S PROJECT MANAGER, with a copy to the COUNTY'S CONSULTANT, a schedule for review with an explanation for not wanting to comply with the fourteen (14) day requirement. The COUNTY'S PROJECT MANAGER shall determine if the Contractor's request is valid, and shall reply to the Contractor. If the Contractor refuses to comply with the fourteen (14) day requirement (or an agreed upon schedule), the COUNTY has the right to do either (or more) of the following:
- The COUNTY has the right to correct any work so performed by the CONTRACTOR and deduct the expenses for doing so from the final payment due the CONTRACTOR, or
- The COUNTY will hold back final payment due CONTRACTOR until such time as the work is completed to the satisfaction of the COUNTY'S PROJECT MANAGER and in compliance with the County's specifications. The COUNTY'S PROJECT MANAGER shall have the sole discretion to determine if the work is satisfactory and in compliance with specifications.
- The remedies contained herein are not exclusive and the OWNER reserves the right to pursue any and all other remedies it deems applicable.
- 10.7 Shop Drawings: In connection with the CONSULTANT'S responsibility as to Shop Drawings and samples, see paragraphs 7.27 through 7.32, inclusive.
- 10.8 Change Orders: In connection with the CONSULTANT'S responsibility for Change Orders, see Articles 10, 11 and 12.
- 10.9 Payments: In connection with the CONSULTANT'S responsibilities in respect to Application for Payment, etc., see Article 14.
- 11 Changes in the Work.**
- 11.1 Without invalidating the Contract, the COUNTY'S PROJECT MANAGER may, at any time or from time to time, order additions, deletions or revisions in the Work. Upon request of the COUNTY'S PROJECT MANAGER, or at the request of the CONSULTANT with the concurrence of the COUNTY'S PROJECT MANAGER, the CONSULTANT shall issue a Request for Proposal to the CONTRACTOR detailing the proposed additions, deletions or revisions to the Work. The CONTRACTOR shall provide a binding proposal to the CONSULTANT for the items requested. This proposal shall include any increases or decreases in Contract Time or Contract Price and shall include any additional modifications required by virtue of the requested change, whether or not such additional modifications were specifically identified in the Request for Proposal. The CONSULTANT shall review the Proposal and submit it together with his comments to the COUNTY'S PROJECT MANAGER. The COUNTY'S PROJECT MANAGER shall then instruct the

CONSULTANT to 1) modify the Request for Proposal, or 2) instruct the CONSULTANT to withdraw the Request for Proposal, or 3) arrange for a Change Order to be issued, in accordance with the provisions of Articles 10 and 11 of these General Conditions, covering the additions, deletions or revisions covered by the Proposal.

- 11.2 The CONSULTANT with the COUNTY'S PROJECT MANAGER'S approval may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alterations authorized by the CONSULTANT entitles him to an increase in the Contract Price or extension of Contract Time, he shall treat the Field Order as a Request for Proposal and issue a Proposal for the changes in Contract Price and Contract Time prior to proceeding with the Work covered in the Field Order. The procedures outlined in paragraph 11.1 shall then be followed. Acceptance of the Final Payment by the CONTRACTOR shall constitute acknowledgment by the CONTRACTOR that all payments due for modifications required under Field Orders have been incorporated into the Final Payment.
- 11.3 Additional Work performed by the CONTRACTOR without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 7.26.
- 11.4 The COUNTY will execute appropriate Change Orders prepared by the CONSULTANT covering changes in the Work to be performed as provided in paragraphs 11.1 and 11.2, and Work performed in an emergency as provided in paragraph 7.26.
- 11.5 It is the CONTRACTOR'S responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The CONTRACTOR will furnish proof of such adjustment to the COUNTY.

## **12 Change of Contract Price**

- 12.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without changing the Contract Price.
- 12.2 The COUNTY'S PROJECT MANAGER may, at any time, without notice to the sureties, by Field Order pursuant to a Proposal from the Contractor or by properly executed Change Order, make any change in the Work within the general scope of the contract, including but not limited to changes:
  - 12.2.1 In the specifications (including drawings and designs);
  - 12.2.2 In the method or manner of performance of the work;
  - 12.2.3 In the COUNTY-furnished facilities, equipment, materials, services or site; or
  - 12.2.4 Directing acceleration in the performance of the work.
  - 12.2.5 Any other written order or an oral order (which terms as used in this paragraph shall include direction, instruction, interpretation or determination) from the COUNTY'S PROJECT MANAGER, which causes any such change shall be treated as a Field Order under this clause, provided that the CONTRACTOR shall follow the procedures outlined in paragraph 11.2.

Except as herein provided, no order, statement, or conduct of the COUNTY shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

If any change under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly: Provided, however, that except for the claims based on defective specifications, no claim for any Change Order under paragraph 11.2 above shall be allowed for any costs incurred more than 20 days before the CONTRACTOR gives written notice as therein required: And provided further, that in the case of defective specifications for which the COUNTY is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the CONTRACTOR in attempting to comply with such defective specifications.

No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

Change Orders involving a decrease in Contract Price or an increase in Contract Price of less than \$50,000.00 or less may be executed by the County Administrator, provided that the total Contract Price including all increases and decreases does not exceed the project budget previously approved by the Board of County Commissioners of St. Lucie County.

Change Orders involving a change in Contract Price, of more than \$50,000.00 shall be executed by the Board of County Commissioners of St. Lucie County.

- 12.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
- 12.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved. Should the quantity of Work be significantly increased or decreased from that stipulated in the Contract Documents, the COUNTY'S PROJECT MANAGER or the CONTRACTOR may request adjustment of the unit price(s) by negotiation.
  - 12.3.2 By negotiated lump sum.
  - 12.3.3 The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work plus a fixed amount to be agreed upon, but not to exceed 15% of the other costs, to cover administrative costs and profit.
- 12.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by the COUNTY'S PROJECT MANAGER such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 12.5:
- 12.5 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours on Sunday or legal holidays shall be included in the above to the extent authorized by the COUNTY'S PROJECT MANAGER.

- 12.6 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith.
- 12.7 All cash discounts shall accrue to CONTRACTOR unless the COUNTY deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to the COUNTY.
- 12.8 All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to the COUNTY, and CONTRACTOR shall make provisions so that they may be obtained.
- 12.9 Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by the COUNTY'S PROJECT MANAGER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such Bids to the COUNTY'S PROJECT MANAGER who will then determine with the advice of Consultant, which Bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work Plus a Fee, the Cost of the Work shall be determined in accordance with paragraphs 12.4 and 12.5. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.
- 12.10 Costs of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work.
- 12.11 Supplemental costs including the following:
  - 12.11.1 The proportion of necessary transportation, traveling and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.
  - 12.11.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.
  - 12.11.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by the COUNTY'S PROJECT MANAGER with the advice of CONSULTANT, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - All in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.
  - 12.11.4 Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by any governmental authority.
  - 12.11.5 Deposits lost for causes other than CONTRACTOR'S negligence, royalty payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.
  - 12.11.6 Losses, damages and expenses, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of the COUNTY'S PROJECT MANAGER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining

CONTRACTOR'S Fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated in paragraph 12.6.2.

12.11.7 Minor expenses such as long distance telephone calls, telephone service at the site, expressage, and similar petty cash items in connection with the Work.

12.11.8 Cost of premiums for additional Bonds and Insurance be required because of changes in the Work.

12.12 The term Cost of the Work shall not include any of the following:

12.12.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general managers, engineer, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, Clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 12.4.1 - all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.

12.12.2 Expenses of CONTRACTOR'S principal and branch offices other than his office at the site.

12.12.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.

12.12.4 Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provided in subparagraph 12.4.5.8).

12.12.5 Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

12.12.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 12.4.

12.13 The CONTRACTOR'S Fee which shall be allowed to CONTRACTOR for his administrative expenses, general overhead and profit shall be determined as follows:

12.13.1 A mutually acceptable firm fixed price; or if none can be agreed upon,

12.13.2 A mutually acceptable fixed fee based on the estimate of the various portions of the Cost of the Work.

12.13.3 In no case shall the CONTRACTOR'S Fee exceed 15% of the cost of the additional work being performed.

12.14 The amount of credit to be allowed by CONTRACTOR to the COUNTY for any such change, which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the net shall be computed to include overhead and profit, identified separately, for both additions and credits.

12.15 Whenever the cost of any Work is to be determined pursuant to paragraphs 12.4 and 12.5, CONTRACTOR will submit in form prescribed by CONSULTANT an itemized cost breakdown together with supporting data.

12.16 Allowances: It is understood that the CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such materialmen, suppliers or Subcontractors and for such sums within the limit of the allowances as the CONSULTANT may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order Issued. The CONTRACTOR agrees that the original Contract Price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

12.16.1 These allowances shall cover the cost to the CONTRACTOR, less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.

12.16.2 The CONTRACTOR'S costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Price and not in the allowance.

12.16.3 Whenever the cost, as described in 12.9.1 above, is more than or less than the allowance, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses, except that whenever unit price allowances are stipulated for brick, the Change Order will not include any cost as described in 12.5 above.

### 13 Delays and Extensions of Time.

13.1 All time limits stated in the Contract Documents are of the essence of the Contract.

13.2 As the CONTRACTOR'S only remedy for delay, the COUNTY may grant an extension of the contract time, when a controlling item of work is delayed by any factors contemplated or not contemplated at the time of the bid. Such extension of time may be allowed for delays occurring during the contract time period or authorized extension of the contract time.

13.3 All claims for extension of time shall be made in writing to the CONSULTANT. Claims for delay due to inclement weather shall be made by the 10th day of the month following the month of the delay. All other claims shall be made no more than twenty (20) days after the commencement of the delay. Claims made beyond these time limits shall be null and void. Requests for extension of time shall be fully documented and shall include copies of daily logs, letters, shipping orders, delivery tickets, and other supporting information. In case of a continuing cause of delay only one (1) claim is necessary. Normal working weeks are based on a five (5) day week.

13.4 The right is reserved by the COUNTY to have other work performed by other contractors and to permit public utility companies and others to do work during the construction, and within the limits of, or adjacent to the project. The CONTRACTOR shall conduct his operations and cooperate with such other parties so that interference with such other work will be reduced to a minimum. Should a difference of opinion arise as to the rights of the CONTRACTOR and others working within the limits of, or adjacent to the project, the CONSULTANT will decide as to the relative priority of all concerned.

13.5 All authorized extensions of time shall be done by Change Order.

### 14 Guarantee; Tests and Inspections.

14.1 Guarantee: The CONTRACTOR shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date when final payment becomes due. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date when final

payment becomes due that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The COUNTY'S PROJECT MANAGER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or the Work that may be made necessary by such defects, the COUNTY may do so and charge the CONTRACTOR the cost thereby incurred. The Public Construction BOND shall remain in full force and effect through the guarantee period. Express warranties are set forth in the Special Conditions, or in the Technical Specifications.

- 14.2 Access to Work: CONSULTANT and CONSULTANT'S representatives, other representatives of the COUNTY, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.
- 14.3 Tests and Inspections: Other than as provided for in paragraph 14.5, COUNTY shall pay for all tests, except that any test not meeting specification requirements shall be charged to the CONTRACTOR and deducted from any monies due him.
- 14.3.1 An independent Testing Laboratory shall be selected by the COUNTY to provide testing services as directed by the CONSULTANT. All inspections, tests or approvals required by Laws or Regulations of any authority having jurisdiction shall be performed by organizations acceptable to those authorities having jurisdiction.
- 14.3.2 The Testing Laboratory shall mail copies of all test reports independently to the COUNTY, CONSULTANT, and the CONTRACTOR.
- 14.4 CONTRACTOR shall give CONSULTANT and the COUNTY'S PROJECT MANAGER timely notice of readiness of the Work for all required inspections, tests or approvals.
- 14.5 If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved independently of the requirements of the COUNTY, CONSULTANT, and the Contract Documents, CONTRACTOR shall assume full responsibility therefore, pay all costs in connection therewith and furnish CONSULTANT and the COUNTY'S PROJECT MANAGER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the COUNTY'S PROJECT MANAGER'S or CONSULTANT'S acceptance of a Supplier or materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR'S purchase thereof, for incorporation in the Work.
- 14.6 If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of the Project Representative, it must, if requested by the COUNTY'S PROJECT MANAGER, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense.
- 14.7 Neither observations by CONSULTANT nor inspections, tests or approvals by others, including the Project Representative, COUNTY'S REPRESENTATIVE or COUNTY'S PROJECT MANAGER, shall relieve CONTRACTOR from CONTRACTOR'S obligations to perform the Work in accordance with the Contract Documents.
- 14.8 County's Project Representative (Inspector): A County Project Representative will be assigned to all projects.
- 14.8.1 The Project Representative shall inspect all construction and materials, and shall inspect preparation, fabrication or manufacture of components, and materials and supplies.

14.8.2 The Project Representative is not authorized to revoke, alter or waive any requirements of the specifications, but is authorized and expected to call to the attention of CONSULTANT and/or Contractor any failure of work or materials to conform to the Drawings and Specifications. Inspectors shall have no authority to permit deviation from or to modify any of the provisions of the Drawings or Specifications without the written permission or instruction of the COUNTY with the concurrence of the CONSULTANT, or to delay the Contractor by failure to observe the materials and work with reasonable promptness.

14.8.3 The Project Representative shall have the authority to reject materials or suspend the work until questions of issue can be resolved to the County's satisfaction.

14.8.4 The Project Representative shall in no case neither act as foreman, give advice or perform other duties for the Contractor nor interfere with the management of the work.

## 15 Payments and Completions.

15.1 The County shall make payments on account of the Contract as follows:

Once each month progress payments shall be made during the process of construction in amounts not to exceed ninety percent (95%) of the amount due on the Contract on the basis of Work completed as certified by the Contractor and approved by the County's designated employee or Agent, as set forth above, Pursuant to Sections 218.72 (7) and (8), Florida Statutes, payment application or payment requests must be made in the form provided for in the Bid Documents and shall be fully executed and notarized. Contractor shall submit a proper payment application to the County's Project Manager by the 25<sup>th</sup> day of each month. The application shall be for the dollar amount of the Work complete on the last day preceding the submission of the application. If an Agent must approve the payment request or invoice prior to submission to the County, then Payment to the Contractor shall be due within twenty-five (25) business days after the date on which the payment request or invoice is stamped as received as provided in Section 218.74(1), Florida Statutes. The Contractor may send the County an overdue notice and if the payment request or invoice is not rejected within four (4) business days after delivery of the overdue notice, the payment or invoice is deemed accepted, except for any portion deemed fraudulent or misleading. If no Agent is required to approve the payment request or invoice prior to submission to the County, then payment is due within twenty (20) business days after the date on which payment request or invoice is stamped as received in accordance with Section 218.74(1), Florida Statutes.

The County may reject the payment request or invoice in writing within twenty (20) business days after the date on which the payment request or invoice is stamped as received as provided in Section 218.74(1), Florida Statutes, which shall specify the deficiency and the action necessary to correct the deficiency and to make the payment request or invoice proper. Payment of a corrected payment request or invoice, or rejection thereof, shall be made ten (10) business days after the date the corrected payment request or invoice is stamped as received as provided in Section 218.74(1), Florida Statutes. All applications for payment submitted by the Contractor shall reference the County's Contract number. The parties agree that any payments withheld as liquidated damages or for any other reason allowed by this Contract, shall not be governed by the Florida Prompt Payment Act, Sections 217.70-80, Florida Statutes.

If a dispute between the County and the Contractor cannot be resolved by the procedure in this subsection, then the dispute must be resolved in accordance with the dispute resolution procedure set forth in Subsection 31 of this Contract. If the County disputes a portion of the payment request or invoice, then the undisputed portion shall be paid timely in accordance with this subsection.

As a part of this Contract, if the Contractor receives payment then the Contractor must remit

undisputed payment due to subcontractors and suppliers within ten (10) days after contractor's receipt of payment. A subcontractor who receives payment must remit undisputed payment due to those subcontractors and suppliers within seven (7) days after subcontractor's receipt of payment.

Prior to final payment, a consultant evaluation form must be completed by the County's Project Manager. Additionally, all Releases of Liens must be submitted and, if applicable, a written certification of the project engineer that the project has been completed per plans and specs must be presented to the Board of County Commissioners for final acceptance. Prior to final payment or any progress payment, the County may require that a Consent of Surety be provided.

- 15.2 Contractor's Warranty of Title: The CONTRACTOR warrants and guarantees that title to all Work and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the COUNTY prior to the making of the Application for Payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens"); and that no work or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the site or furnishing equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.
- 15.3 Approval of Payments: The CONSULTANT'S approval of any payment requested in an Application for Payment shall constitute a representation by him to the COUNTY, based on the CONSULTANT'S on-site observations of the Work in progress as an experienced and qualified design professional and on his review of the Application for Payment and the supporting data, that the Work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval); and that the CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment the CONSULTANT shall not thereby be deemed to have represented that he made exhaustive or continuous on-site observations to check the quality or the quantity of the Work, or that he has reviewed the means, methods, techniques, sequences, and procedures of construction or that he has made any examination to ascertain how or for what purpose the CONTRACTOR has used the money paid or to be paid to him on account of the Contract Price, or that title to any Work or equipment has passed to the COUNTY free and clear of any Liens.
- 15.4 The CONTRACTOR shall make the following certification on each request for payment:
- "I hereby certify that the labor and materials listed on this request for payment have been used in the construction of this work or that all equipment included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location; and payment received from the last request for payment has been used to make payments to all first tier subcontractors and suppliers except as listed below."
- 15.5 The CONSULTANT'S approval of final payment shall constitute an additional representation by him to the COUNTY that the conditions precedent to the CONTRACTOR'S being entitled to final payment as set forth in paragraph 15.11 have been fulfilled.
- 15.6 The CONSULTANT may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the COUNTY. He may also refuse to approve any such payment, or, because of subsequently discovered evidence or the results of subsequent inspection or tests, nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the COUNTY from loss because:

- 15.6.1 The Work is defective, or complete Work has been damaged requiring correction or replacement,
- 15.6.2 The Work for which payment is requested cannot be verified,
- 15.6.3 Claims or Liens have been filed or there is reasonable evidence indicating the probable filing thereof,
- 15.6.4 The Contract Price has been reduced because of Modifications,
- 15.6.5 The COUNTY has been required to correct defective Work or complete the Work in accordance with paragraph 10.6,
- 15.6.6 Of unsatisfactory prosecution of the Work, including failure to clean up as required by paragraphs 7.38, 7.39 and 7.40,
- 15.6.7 Of persistent failure to cooperate with other Contractors on the Project and persistent failure to carry out the Work in accordance with the Contract Documents,
- 15.6.8 Of liquidated damages payable by the CONTRACTOR, or
- 15.6.9 Of any other violation of, or failure to comply with, the provisions of the Contract Documents.
- 15.7 Prior to Substantial Completion, the COUNTY, with the approval of the CONSULTANT and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portion of the Work. Such use shall not constitute an acceptance of such portions of the Work.
- 15.8 The COUNTY shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may be caused by agent or employees of the COUNTY.
- 15.9 Upon completion and acceptance of the Work the CONSULTANT shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the COUNTY, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the Work.
- 15.10 The CONTRACTOR will indemnify and save the COUNTY or the COUNTY'S agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machines and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The CONTRACTOR shall, at the COUNTY'S PROJECT MANAGER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the COUNTY may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S pay from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the COUNTY to either the CONTRACTOR, his Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the COUNTY shall be considered as a

payment made under the Contract Documents by the COUNTY to the CONTRACTOR and the COUNTY shall not be liable to the CONTRACTOR for any such payments made in good faith.

15.11 Acceptance of Final Payment as Release: The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the COUNTY of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this Work and for every act and neglect of the COUNTY and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the Contract Documents or the Public Construction Bond and Payment and Performance Bonds.

**16 Suspension of Work and Termination.**

16.1 County May Suspend Work: The COUNTY'S PROJECT MANAGER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to the CONTRACTOR and the CONSULTANT which shall fix the date on which Work shall be resumed. The CONTRACTOR will resume the Work on the date so fixed. The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefore as provided in Articles 11 and 12.

16.2 County May Stop Work: The COUNTY or his REPRESENTATIVE may stop the Work or any portion thereof when it has been determined that the Contractor is not complying with the Drawings or Specifications or the Intent thereof. The Stop Work order may be verbal and the CONTRACTOR shall cease work immediately except for leaving the Work area in a safe and acceptable condition. A verbal Stop Work order will be confirmed in writing. The CONTRACTOR will not be allowed an increase in the contract price or an extension of the Contract time during the Stop Work period. A Start Work order may be verbal and will be confirmed in writing.

16.3 Work During Inclement Weather: No work shall be done under these Specifications except by permission of the COUNTY'S PROJECT MANAGER when the weather is unfit for good and careful work to be performed. Should the severity of the weather continue, the CONTRACTOR, upon the direction of the COUNTY'S PROJECT MANAGER, shall suspend all work until instructed to resume operations by the COUNTY'S PROJECT MANAGER and the CONTRACT Time shall be extended to cover the duration of the order. Work damaged during periods of suspension due to inclement weather shall be repaired and/or replaced by the CONTRACTOR. Any compensation for repairs or replacements shall be subject to approval of the COUNTY'S PROJECT MANAGER.

16.4 County May Terminate: If the CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he fails to supply sufficient skilled workmen or suitable materials or equipment, or if he fails to make prompt payments to Subcontractors or for labor, materials or equipment or he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of the CONSULTANT, or if he otherwise violates any provision of the CONTRACT Documents, then the COUNTY may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety seven days' written notice, terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the

CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR or the Surety will pay the difference to the COUNTY. Such costs incurred by the COUNTY will be determined by the CONSULTANT and incorporated in a Change Order.

- 16.5 Where the CONTRACTOR'S services have been so terminated by the COUNTY, said terminations shall not affect any rights of the COUNTY against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the COUNTY due the CONTRACTOR will not release the CONTRACTOR from liability.
- 16.6 Upon seven (7) days written notice to the CONTRACTOR and the CONSULTANT, the COUNTY may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case, the CONTRACTOR shall be paid for all Work executed and any expense sustained plus a reasonable profit.
- 16.7 **Removal of Equipment:** In the case of termination of this Contract before completion, for any cause whatever, the CONTRACTOR, if notified to do so by the COUNTY'S PROJECT MANAGER, shall promptly remove any part or all of this equipment and supplies from the property of the COUNTY. Should the CONTRACTOR not remove such equipment and supplies, the COUNTY shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.
- 16.8 **Contractor May Stop Work or Terminate:** If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety days by the COUNTY, or under an order of court or other public authority as a result of actions by others not under the control of the CONTRACTOR, or the CONSULTANT fails to act on any Application for Payment within thirty days after it is submitted, or the COUNTY fails to pay the CONTRACTOR any sum approved by the CONSULTANT or awarded by arbitrators within thirty days of its approval and presentation, then the CONTRACTOR may, upon seven days written notice to the COUNTY'S PROJECT MANAGER and the CONSULTANT, terminate the Contract and recover from the COUNTY payment for all Work executed and any expense sustained plus a reasonable profit. In addition and in lieu of terminating the Contract, if the CONSULTANT has failed to act on an Application for Payment or the COUNTY has failed to make any payment as aforesaid, the CONTRACTOR may upon twenty-one (21) days' notice to the COUNTY'S PROJECT MANAGER and the CONSULTANT stop the Work until he has been paid all amounts then due.
- 16.9 **County Furnished Equipment:** In case the COUNTY furnishes equipment to the CONTRACTOR to install, but fails to deliver it to the CONTRACTOR as required by SPECIAL CONDITIONS, and in case such failure causes the CONTRACTOR additional expense or need for extension of time, the CONTRACTOR may make such claims upon the COUNTY and obtain adjustments as provided herein.
- 16.10 **Liquidated Damages:** It is mutually agreed between the parties hereto that time is of the essence in the performance of this Contract. In the event the construction of the Work is not completed within the time herein specified the County will suffer damages, the amount of which is difficult if not impossible to ascertain. It is agreed, therefore, that from the compensation otherwise to be paid to the Contractor, the County may retain the sum of \$500.00 per calendar day for each day thereafter, Sundays and holidays included, that the Work remains uncompleted. This sum shall represent liquidated damages which the County will have sustained per calendar day from the inconvenience and expense caused to the County by the delay in the completion of the Work. This sum is not a penalty, being the liquidated damages, the County will have sustained in event of such default by the Contractor. The County reserves the right to additionally recover direct job site expenses incurred during the period of any delay. The Contractor shall be liable for liquidated damages even if the Contract is terminated by the

County for cause or if the Contractor abandons the Work. The liability of the Contractor and its surety or sureties for damages provided by this Article is joint and several.

**17 Miscellaneous.**

- 17.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.
- 17.2 All Specifications, Drawings and copies thereof furnished by the CONSULTANT shall remain his property. They shall not be used on another Project, and, with the exception of those sets which have been signed in connection with the execution of the Contract, shall be returned to him on request upon completion of the Project.
- 17.3 The duties and obligations imposed by these General Conditions, Special Conditions and Supplemental Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR and those in the Special Conditions and the rights and remedies available to them which are otherwise imposed or available by law, by special guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Contract.
- 17.4 Should the COUNTY or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission or act of the other or of any of his employees or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.
- 17.5 The Contract Documents shall be governed by the law of the State of Florida.
- 17.6 Before the Contractor disposes of any existing Improvements or equipment which is to be removed as a portion of the work, and for which disposition is not specifically provided for elsewhere in these Specifications, he will contact the COUNTY and determine if the removal items are to be salvaged. Items to be salvaged by the COUNTY will be neatly stockpiled or stored in a neat and acceptable manner at the construction site easily accessible to the COUNTY. Equipment and materials which will not be salvaged by the COUNTY shall become the property of the Contractor to be removed from the site and disposed of in an acceptable manner.

**18 Public Entity Crimes.**

- 18.1 Any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the County, may not submit a bid on a contract to the County for the construction or repair of a building or public work, may not submit bids on leases of real property to the County, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under contract with the County, and may not transact business with the County in excess of \$10,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted list.
- 18.2 The County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in U.S.C. Section 1324a(e) [Section 274A9e) of the Immigration and Nationality Act (AINA@)]. The County shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such a violation by the Recipient

of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the County.

**19 Punchlist Procedures.**

Per Section 218.735(7), Florida Statutes

**20 Audit.**

The Contractor agrees that the County or any of its duly authorized representatives shall, until the expiration of three (3) years after expenditure of funds under this Contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Contract. The Contractor agrees that payment(s) made under this Contract shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Contract. The Contractor shall refund by check payable to the County the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three (3) years after completion of the project and issuance of the final certificate, whichever is sooner.

**21 Indemnity.**

- 21.1 Contractor agrees to pay on behalf of, protect, defend, reimburse, indemnify and hold the County, its agents, employees, elected officers and representatives and each of them, (hereinafter collectively and for the purposes of this paragraph, referred to as "County"), free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages, including attorney's fees, and causes of action of every kind and character against County by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any party hereto, or of any party acquiring any interest hereunder, any agent or employee of any party hereto or of any party acquiring an interest hereunder, and any third or other party whomsoever, or any governmental agency, arising out of or in incident to or in connection with Contractor's performance under this Contract, the condition of the premises, Contractor's acts, or omissions or operations hereunder, or the performance, non-performance or purported performance of the Contractor of any breach of the terms of this Contract to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor.
- 21.2 Contractor further agrees to pay on behalf of and hold harmless and indemnify County for any fines, citations, court judgments, insurance claims, restoration costs or other liability resulting from its activities on the project, whether or not Contractor was negligent or even knowledgeable of any events precipitating a claim or arising as a result of any situation involving Contractor's activities to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor.
- 21.3 Said indemnification by Contractor shall be extended to include all deliverers, suppliers, furnishers of material or anyone acting for, on behalf of, or at the request of Contractor. Contractor recognizes the broad nature of this indemnification and hold harmless clause and voluntarily makes this covenant. This indemnification and hold harmless survives acceptance of the Work. This clause of the Contract will extend beyond the term of the Agreement for a period of ten (10) years after the date of the acceptance of the Work by the County.

**22 Indemnity of Florida East Coast Railroad Company and Insurance Requirements-If Applicable.**

- 22.1 If the Work performed under this Contract requires a permit from Florida East Coast Railway Company ("FEC"), the Contractor by execution and delivery hereof, agrees that it shall and will at all times hereafter, defend and save harmless FEC from and against all judgments, and all loss, claims, damages, costs, charges, and expenses ("Costs") which it may suffer, sustain, or in any wise be subjected to on account of or occasioned by the operations of the Contractor, or

any of the subcontractors, or both, whether directly or indirectly under, or pursuant to, this construction contract, including any such Costs arising from the death, bodily injury of, as follows:

22.1.1 Of any person, including without limitation upon the generality of the foregoing description, employees and officers of Florida East Coast Railway Company, employees and officers of material men, employees and officers of the Contractor, employees and officers of all subcontractors, and from loss, damage, injury and loss of use of any real or personal property (a) in which Florida East Coast Railway Company has any ownership interest, and (b) personal property in the custody of Florida East Coast Railway Company under any transportation contracts; including without limitation upon the generality of the two (2) foregoing enumerations, all railroad equipment commonly described as rolling stock and the contents of the same.

22.1.2 In furtherance of its obligation to indemnify, defend and save harmless, Contractor shall procure and keep in effect comprehensive general liability insurance in the limits of \$2,000,000.00 each occurrence for bodily injury or death and \$2,000,000.00 property damage each occurrence, covering all obligations of Contractor to indemnify the Railway by Contractual Assumed Liability Endorsement. Alternatively, Contractor may procure and keep in effect during the life of this construction contract, as aforesaid Railroad Protective Liability Policies ensuring the Railway directly as insured against losses and damages with the limits specified in this paragraph.

In addition to the above, Contractor shall, at its cost and expenses, maintain a Workman's Compensation Insurance Policy as required in the State of Florida.

22.2 All such insurance, directly or indirectly for the benefit of the Railway, shall be in a form satisfactory to Railway's Manager of Insurance and issued by a casualty company/insurance company authorized to do business in the State of Florida that has a "Best's" rating of A or A+ and a financial category size of Class XII or higher.

### **23 Inspection.**

The project will be inspected by the Project Manager and will be rejected if it is not in conformity with the Contract provisions. Rejected Work will be immediately corrected by the Contractor. When the Work is substantially completed, the Contractor shall notify the County in writing that the Work shall be ready for final inspection on a definite date, at least three (3) calendar days thereafter, which shall be stated in such notice.

### **24 Public Construction Bond.**

24.1 The Contractor shall, upon execution and return of this Contract to the County, furnish to the County a public construction bond using the attached form or incorporating all of the terms and conditions set forth in the form and covering the faithful performance of this Contract and the payment of all obligations arising hereunder in the amount of one hundred percent (100%) of the Contract amount. The liability of the Contractor and its surety or sureties for the faithful performance of this Contract and the payment of all obligations arising hereunder is joint and several. The Contractor shall record the public construction in the Official Records for St. Lucie County and provide the County with a copy of the recorded bond.

24.2 The public construction bond required hereunder shall meet the following minimum standards:

24.2.1 The surety issuing the bond must be licensed to do business in the State of Florida, hold a certificate of authorization to write sureties in the State, hold a currently valid certificate of authority issued by the United States Department of the Treasury, and otherwise be in compliance with the provisions of the Florida Insurance Code.

- 24.2.2 The attorney-in-fact must provide a certified copy of his or her power of attorney to sign the bond.
- 24.2.3 The name, address and telephone number of the surety and its agent must be listed on the bond.
- 24.2.4 For contracts up to \$499,999.99 the surety shall have twice the minimum surplus and capital required by the Florida Insurance Code at the time the bid is issued for the Work, otherwise the surety shall have the following minimum ratings:

<u>Contract Amount</u>	<u>Best Key Rating</u>
\$500,000 to \$2,499,999.99	Class XII A or better
Over \$2,500,000.00	Class XIV or better

- 24.2.5 The Bond shall specifically incorporate and acknowledge the Surety's responsibility for liquidated damages.

**25 Insurance.**

Insurance requirements will be as noted in Section 6.0 – Bonding & Insurance Requirements

**26 Non-Discrimination.**

Contractor covenants and agrees that Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of the Contract with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex, or physical handicaps (except where based on a bona fide occupational qualification); or because of marital status, race, color, religion, national origin or ancestry.

**27 E-Verify / Verification of Employment Status.**

- 27.1 Effective January 1, 2021, As required by Section 448.095(2)(a), the Contractor and subcontractor shall register with and use the E-Verify System to verify the work authorization status of all newly hired employees. The County, Contractor, or subcontractor may not enter into a Contract unless each party to the Contract registers with and uses the E-Verify System. The Contractor shall provide documentation of their compliance of this requirement to the County upon request.
- 27.2 If the Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of this Contract.
- 27.3 The County will not intentionally award contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions of the Immigration and Nationality Act ("INA"). The County shall consider the employment by the Contractor of unauthorized aliens a violation of 8 U.S.C. Section 1324a(e) [Section 274A(e) of the INA]. The Contractor agrees that such violation by the Contractor shall be grounds for the unilateral cancellation of this Contract by the County.

**28 Products or Material with Recycled Content.**

- 28.1 Contractor is required to procure products or materials with recycled content with respect to Work performed or products supplied under the contract when those products or materials are available at reasonable prices. A decision to not procure such items must be based on a determination that such procurement
  - 28.1.1 Is not available within a reasonable period of time;

28.1.2 Fails to meet the performance standards set forth in the applicable specifications or fails to meet the reasonable performance standards of the agency.

28.2 Contractor shall provide the County with a written Statement indicating what recycled products were used or supplied. If a decision was made not to use recycled products, Contractor shall provide County with a written statement indicating the basis for the decision using the above criteria.

**29 Florida Produced Lumber.**

Where applicable Contractor agrees to comply with the provisions of Section 255.20, Florida Statutes, and as may be amended from time to time.

**30 Asbestos-Free Materials.**

Contractor shall not use any asbestos or asbestos-based fiber materials in the Work performed under this Contract.

**31 Dispute Resolution.**

Any disputes relating to interpretation of the terms of this Contract or a question of fact or arising under this Contract shall be resolved through good faith efforts upon the part of the Contractor and the County or its Project Manager. At all times, the Contractor shall carry on the work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the County or its representatives, pending a final resolution of the dispute, including, if necessary, any determination by a Court of competent jurisdiction. Any dispute which is not resolved by mutual agreement shall be decided by the County Administrator. For purposes of the Florida Prompt Payment Act, the dispute resolution proceeding is to be commenced within forty-five (45) days after the date the payment request or proper invoice was received by the County. The dispute resolution procedure shall be considered commenced when the County sends the Contractor notification that the process has begun, not the date of the hearing. The County Administrator shall reduce the final decision to writing within sixty (60) days after the date the payment request was received by the County. The decision of the County shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence. If the County does not commence the dispute resolution procedure within the time required, a Contractor may give written notice to the County and if the County does not commence the dispute resolution within four (4) business days after such notice, any amounts resolved in favor of the contractor shall bear mandatory interest from the date the payment request or invoice was submitted to the County and any objection to the payment request or invoice shall be deemed waived. Any waiver of an objection does not relieve the Contractor of its contractual obligations. Section 218.76(2)(b), Florida Statutes.

**32 Mediation.**

Prior to initiating any litigation concerning this Contract, the parties agree to submit the disputed issue or issues to a mediator for non-binding mediation. The parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of Court for St. Lucie County. The fee of the mediator shall be shared equally by the parties. To the extent allowed by law, the mediation process shall be confidential and the results of the mediation or any testimony or argument introduced at the mediation shall not be admissible as evidence in any subsequent proceeding concerning the disputed issue.

**33 Antitrust Assignment.**

The Contractor and the County and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida and local governments. Therefore, the Contractor assigns to the State of Florida and the County any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

**\*END OF SECTION\***

**ATTACHMENT A – APPLICABLE FEDERAL TERMS**

The County requires that work funded in whole or in part by federal financial assistance be subject to the following terms and conditions. Submitting a bid in response to this ITB constitutes acknowledgement that the below provisions will be incorporated into the resulting Agreement.

**MAINTENANCE OF RECORDS**

- A. Contractor shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Records shall be retained for a period of seven years from the termination of this agreement or for a period of five years from the County's submission of the final expenditure report to the federal awarding agency, whichever is greater.
- B. Each party to this Agreement or its authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement.
- C. If an auditor employed by the COUNTY or Clerk determines that monies paid to Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement, or were wrongfully retained by the Contractor, the Contractor shall repay the monies together with interest calculated pursuant to Sec. 55.03, of the Florida Statutes, running from the date the monies were paid by the COUNTY.

**CHANGE IN SCOPE OF SERVICES/WORK**

- A. The COUNTY may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the Agreement. No claims made by Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the Agreement, unless such changes or adjustments have been made by written amendment or change order to the Agreement signed by the COUNTY's manager and Contractor 's representative.
- B. If Contractor believes that any particular work is not within the scope of services of the Agreement, is a material change, or will otherwise require more compensation to Contractor, then Contractor must immediately notify the COUNTY in writing of this belief. If the COUNTY believes that the particular work is within the scope of the Agreement as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated in the original Agreement. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.

**MODIFICATIONS DUE TO PUBLIC WELFARE OR CHANGE IN LAW**

The COUNTY shall have the power to make changes in the Agreement as the result of changes in law and/or Ordinances of the COUNTY to impose new rules and regulations on the Contractor under the Agreement relative to the scope and methods of providing services as shall from time to-time be necessary and desirable for the public welfare. The COUNTY shall give the Contractor notice of any proposed change and an opportunity to be heard concerning these matters. In the

event of any change in federal, state, or local law or ordinance, the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, then the Contractor or the COUNTY shall be entitled to an adjustment in the rates and charges established in the Agreement commensurate with the change required.

Nothing contained in this agreement shall require any party to perform any act or function contrary to law. The COUNTY and Contractor agree to enter into good faith negotiations regarding modifications to the Agreement which may be required in order to implement changes in the interest of the public welfare or due to changes in law.

#### **NON-DISCRIMINATION**

Contractor and COUNTY agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. Contractor and COUNTY agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, §§ 523 and 527 (42 U.S.C. §§ 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601, et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

#### **EQUAL EMPLOYMENT OPPORTUNITY**

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

- A. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
- B. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places,

available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- C. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- D. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- E. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- F. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- G. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- H. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- I. Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or Contractor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

#### **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708)**

All contracts entered into related to this Contract shall contain the following language:

- A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory),

for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

- C. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.
- D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

**CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED**

- A. Contractor shall comply with all applicable standards, ordered, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 et seq.).
- B. Contractor shall report all violations to the County, and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Department of Treasury, and the appropriate Environmental Protection Agency Regional Office.
- C. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

**DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)**

Federal regulations restrict the County from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. Contractor can verify its status and the status of its principals, affiliates, and subcontractors at [www.SAM.gov](http://www.SAM.gov).

- A. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that it, its principals (defined at 2 C.F.R. §

180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are not excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- B. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the County. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Texas and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Contract. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contractor will execute a Suspension and Debarment Certification that will be incorporated into the Agreement before work commences.

#### **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)**

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the federal awarding agency.

Contractor will execute an Anti-Lobbying Certification that will be incorporated into the Agreement before work commences.

#### **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.323)**

- A. In the performance of this Contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
  - Competitively within a timeframe providing for compliance with the Contract performance schedule;
  - Meeting Contract performance requirements; or
  - At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

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

**TELECOMMUNICATION COSTS AND VIDEO SURVEILLANCE COSTS (2 C.F.R. § 200.216)**

Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216 prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, the COUNTY, as well as their contractors and subcontractors, may not obligate or expend any federal award funds to:

- A. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- B. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- C. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

**DOMESTIC PREFERENCES FOR PROCUREMENTS (2 C.F.R. § 200.322)**

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

For purposes of this clause:

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

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

**CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)**

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

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

#### **DISCLAIMER**

- A. The United States expressly disclaims any and all responsibility or liability to Recipient and Contractor or third persons for the actions of Recipient, Contractor, or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- B. The acceptance of this award by Recipient and Contractor does not in any way establish an agency relationship between the United States and Recipient or Contractor.

#### **PUBLICATIONS**

- A. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to St. Lucie County by the U.S. Department of the Treasury."
- B. Any publications produced with funds from this award or pertaining to projects or programs administered with funds from this award must be approved by the COUNTY prior to publication.

#### **PROTECTIONS FOR WHISTLEBLOWERS**

- A. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- B. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;

- iv. A Treasury employee responsible for contract or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

C. Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

**INCREASING SEAT BELT USE IN THE UNITED STATES**

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

**REDUCING TEXT MESSAGING WHILE DRIVING**

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.

_____	_____
Contractor Name	Bid Number
_____	_____
Name	Title
_____	_____
Signature	Date

**(MUST BE SUBMITTED WITH BID FORM)**

**ATTACHMENT B – CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION— LOWER-TIER COVERED TRANSACTIONS**

“Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.” (2 CFR 200.212)

This certification is required by regulations implementing Executive Order 12549, Debarment and Suspension, for all lower-tier transactions meeting the threshold and tier requirements. (2 CFR 180.300)

**Terms Defined**

- *Nonprocurement Transaction*: A transaction under federal non-procurement programs, which can be either a primary covered transaction or a lower-tier covered transaction. (2 CFR 180.970)
- *Lower-Tier Covered Transaction*: (1) Any transaction between a participant and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; (2) any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed \$25,000; (3) any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount
- *Participant*: Any person who submits a proposal for or who enters into a covered transaction, including an agent or representative of a participant. (2 CFR 180.980)
- *Principal*: An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or a consultant or other person, whether or not employed by the participant or paid with federal funds, who (1) is in a position to handle federal funds; (2) is in a position to influence or control the use of those funds; or (3) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction. (2 CFR 180.995)
- *System for Award Management (SAM) Exclusions*: The list maintained and disseminated by the General Services Administration (GSA) containing names and other information about persons who are ineligible. (2 CFR 180.945).
- *Debarment*: Action taken by a debarring official to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1). A person so excluded is debarred. (2 CFR 180.925)
- *Suspension*: Action taken by a suspending official that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 CFR 180.1015)
- *Ineligible or Ineligibility*: A person or commodity is prohibited from covered transactions because of an exclusion or disqualification. (2 CFR 180.960)
- *Person*: Any individual, corporation, partnership, association, unit of government, or legal entity, however organized. (2 CFR 180.985)

- *Proposal*: A solicited or unsolicited bid, application, request, invitation to consider, or similar communication by or on behalf of a person seeking to participate or to receive a benefit, directly or indirectly, in or under a covered transaction.
- *Voluntary Exclusion*: A person's agreement to be excluded under the terms of a settlement between the person and one or more agencies. Voluntary exclusion must have governmentwide effect. (2 CFR 180.1020)
- *Voluntarily Excluded*: The status of a person who has agreed to a voluntary exclusion. (2 CFR 180.1020)

#### Instructions for Certification

1. By signing and submitting this proposal or agreement, the prospective lower-tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower-tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by signing or certifying and submitting this proposal or agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by signing or certifying and submitting this proposal or agreement that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Covered Transactions, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the non-procurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The

knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—  
Lower-Tier Covered Transactions**

1. The prospective lower-tier participant certifies, by signing or certifying and submitting this proposal or agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Bid Number

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**(MUST BE SUBMITTED WITH BID FORM)**

**ATTACHMENT C – CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS,  
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____	_____
Contractor Name	Bid Number
_____	_____
Name	Title
_____	_____
Signature	Date

**(MUST BE SUBMITTED WITH BID FORM)**

**BOARD OF COUNTY  
COMMISSIONERS**



**PURCHASING  
DEPARTMENT**

**ADDENDUM No. 1**

**Bid No. 25-089**

**Signal Maintenance and Master Construction Contract**

September 26, 2025

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

**ATTACHMENT:**

Revised Section 110 – Removing the requirement for electrical contractor license

Please sign and include in submittal.

Name of Firm: \_\_\_\_\_

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

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

REVISED SECTION 00110

ST. LUCIE COUNTY BOARD OF COUNTY COMMISSIONERS

BIDDER'S CHECK LIST

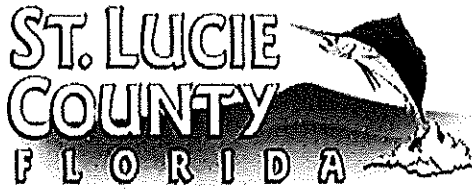
THIS SHOULD BE THE FIRST PAGE OF YOUR BID

**BIDS SHALL BE REJECTED AS NON-RESPONSIVE** if the following documents and/or attachments are not completely filled out and submitted with your bid. Before sending in your bid, please make sure you have completed and included with bid submittal all of the following:

- **Bid Form and Bidder's Qualification Questionnaire**
- Two (2) copies of either a State License/Certification or County Competency Card (See Section 00100, Article 24.0)
- Please complete in their entirety: Sections; 00110 (Bidder's Checklist); 00300 (Bid Form and Bidder's Qualification Questionnaire), 00455 (Non-Collusion Affidavit) and Confirmation of Drug Free Workplace, Attachment A - Applicable Federal Terms, Attachment B - Certification regarding Debarment, Attachment C - Certification Regarding Contracts, Grants, Loans & Cooperative Agreements.
- Include proof of proper licensing as stated in bid documents:
  - a) Due to the nature of this contract CONTRACTOR must have a current Certificate of Qualification from the Florida Department of Transportation. A copy of the current Certificate of Qualification must be attached to the Bid documents for this Bid to be valid.
  - b) ~~CONTRACTOR must have a current St. Lucie County Electrical Contractors license, and a copy must be attached to the Bid documents, or this Bid will be invalid.~~
  - c) The CONTRACTOR shall submit with the BID, an IMSA Certified Level II/III Traffic Signal Field Technician and Area Superintendent.
- Bid Form (Section 200) must be complete and have an original signature (preferably signed in blue ink).
- Every page that has anything handwritten on it must be imprinted with the company's name on the top right-hand corner of the page.
- Acknowledge in the bid any and all addendums issued and manually sign each addendum sheet and submit it with your bid.
- Erasures, as well as descriptive literature, brochures and/or data must be Initialed by the person signing the bid.
- Enclose **One (Original) Bid Package**, and **Two (2) copies** of the bid package, as well as two (2) sets of any descriptive literature, brochures and/or supporting data. Bidders are advised to make and retain a separate copy of this bid package for your files.
- Return bid in an envelope with the bid number and name of bid printed on the front of the envelope. If using Fed-Ex or UPS, please keep bid in a separate sealed envelope when placing it in their packaging.
- If you desire a copy of the bid tabulation, include a **self-addressed, stamped envelope** for bid tabulation to be mailed back to you

\_\_\_\_ PLEASE INITIAL AND RETURN WITH BID FORM

**BOARD OF COUNTY  
COMMISSIONERS**



**PURCHASING  
DEPARTMENT**

**ADDENDUM No. 2**

**Bid No. 25-089**

**Signal Maintenance and Master Construction Contract**

September 30, 2025

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

**Questions/Answers:**

Q1: In the Bidders Qualification Statement, Item 3 mentions "St. Lucie County Certificate of Competency." As an FDOT qualified contractor, would the County please consider waiving the requirement for a St. Lucie County Certificate of Competency?

**Answer: YES**

Q2: We have identified an error on the pricing sheet of the bid forms. Rows 1 through 4 are fine, but rows 5 and 6 are only for after hours. Would the County please change row 5 to "Technician – Daytime Weekdays" and row 6 to "Technician – Overnight Weekdays"?

**Answer: Bid Form has been revised to correct errors.**

**ATTACHMENT:**

Revised Bid Form

Please sign and include in submittal.

Name of Firm: \_\_\_\_\_

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

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

**BID NO. 25-089**  
**Signal Maintenance & Master Construction Contract**

I, \_\_\_\_\_ REPRESENTING \_\_\_\_\_ Company and/or Corporation, agree to provide **Signal Maintenance & Master Construction Contract**, as specified and described herein for the unit prices submitted on the Bid Form.

HOURLY RATES		
Traffic Signal Tech, IMSA III - Daytime Weekdays (8am – 5pm)	Hourly	\$
Traffic Signal Tech, IMSA III - Overnight Weekdays (5pm – 8am), Weekends, and Holidays	Hourly	\$
Traffic Signal Tech, IMSA II - Daytime Weekdays (8am – 5pm)	Hourly	\$
Traffic Signal Tech, IMSA II - Overnight Weekdays (5pm – 8am), Weekends, and Holidays	Hourly	\$
Technician – Daytime Weekdays (8am – 5pm), Weekends, and Holidays	Hourly	\$
Technician - Overnight Weekdays (5pm – 8am), Weekends, and Holidays	Hourly	\$
Project Manager / Supervisor	Hourly	\$
Bucket Truck	Hourly	\$
Pickup Truck	Hourly	\$
	<b>Total</b>	\$

Actual Cost (including shipping and tax) Plus	%
---	---

Company Name \_\_\_\_\_

Contact Person \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Business Phone Number \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Fax Number \_\_\_\_\_

Cell Phone Number \_\_\_\_\_

**(MUST BE SUBMITTED WITH BID FORM)**

## **EXHIBIT "B"**

### **SCOPE OF WORK**

The VENDOR shall provide a Level II or Level III Signal Technician with the ability to answer after-hours calls if necessary

#### **Emergency Work**

1. The VENDOR shall be paid two hours token pay per 24-hour period and three-hour token pay for City holidays. This is paid whether the VENDOR is or is not called out. This token pay will be based upon the Signal Technician assigned being a level II or level III regular hourly rate of pay. Except as provided below if the VENDOR is called out, they will be paid a minimum of 2 hours per 24-hour period provided the time worked. This 2-hour minimum payment will apply only to the first call-out, and the actual time worked will be paid for subsequent call outs in the same 24-hour period.
2. The VENDOR is authorized to perform up to \$1500.00 or as amended by the Project Manager in writing of work without prior authorization.

#### **Non-Emergency Work**

1. VENDOR shall perform non-emergency calls within 1 business day.

#### **Emergency Standby**

From time to time the CITY will require the VENDOR to have a higher state of readiness. Typically, this will be both preparation and afterwards for a hurricane but could be any other type of disaster. The CITY shall pay the VENDOR to have staff on Emergency Standby. The personnel and equipment shall be documented prior to the event. Personnel placed on Emergency standby shall be compensated at 2 hours token pay per 24-hour period until stood down or activated.

#### **Work & Payments**

1. Specific Authorizations
  - a. All work shall be defined/negotiated by a **Specific Authorization**. A Specific Authorization shall serve as your notice to proceed. A Specific Authorization with a mutually agreed start date and duration shall control all work. Contract work that exceeds \$100,000 shall have a performance bond. The CITY shall pay the actual cost for the surety bond with no markup or personnel time. Failure to complete the PROJECT on time shall result in liquidated damages in accordance with the current FDOT Standards.
  - b. The VENDOR shall make every effort to stay on schedule. A rain day, upon request, shall be granted for each day rain exceeds 1" and an additional day for each additional 1" of rain. Rainfall will be determined by the nearest South Florida Water Management District gauges at [www.sfwmd.gov/weatherradar/rainfall-historical/daily](http://www.sfwmd.gov/weatherradar/rainfall-historical/daily). Time extensions may be granted for extenuating circumstances, at the sole discretion of the CITY.

- c. The quantities in this contract may be increased or decreased at the sole discretion of the CITY; there is no minimum quantity

2. Invoice

a. VENDOR shall invoice CITY monthly for services performed. Services performed shall be designated as either "Routine" or "Accident" and shall be invoiced accordingly.

- i. Routine (Break/Fix), emergency and non-emergency services will be invoiced monthly. All Routine service will be invoiced together.

- ii. Accidents, emergency and non-emergency services will be invoiced separately for each accident upon completion of the work.

b. All materials that are not supplied by the CITY, used in the Execution of VENDOR'S rendering of services will be invoiced to the CITY at VENDOR'S full cost-plus

**Markup/Discount.** Sufficient documentation of materials used will accompany VENDOR'S invoice each month.

c. Provisions

- i. No TRAVEL Time will be paid except for transit between City Traffic Control Devices.

- ii. All subcontracted work shall be paid at cost with no markup. The PROJECT MANAGER shall approve/disapprove, at his/her sole discretion and for any reason, all SUBCONTRACTORS and their scopes of work.

- iii. Equipment will be billed hourly with a four (4) hour minimum with the exception of a Pickup/Van/Service Truck which will be paid hourly with no minimum.

- iv. Technical support provided to the VENDOR by the CITY shall be reduced from the monthly invoice at the rate of \$45.00 per hour and will be reduced from the next monthly invoice.

3. The term of this agreement will be three (3) years (from the date of this agreement to November 4, 2028) with an option for two (2) one (1) year renewals, the agreement may be extended upon agreement by both parties. Contract Unit Prices shall remain in effect for three (3) years at the sole discretion of the CITY.



**EXHIBIT "C"**  
**CITY OF FORT PIERCE**  
**AFFIDAVIT REGARDING THE USE OF COERCION**  
**FOR LABOR OR SERVICES**

Vendor name: Econolite Systems Inc.

Authorized Representative's Name and Title: Frank Stock, Vice President

Address: 1250 N Tustin Avenue


City: Anaheim State: CA Zip Code: 92807

Phone Number: (406) 220 4265 Email Address: fstock@econolite.com

Section 787.06(14), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By:  Frank Stock 4/15/2026  
Authorized Signature Printed Name and Title Date

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn (or affirmed) and subscribed before me by means of  physical presence or  online notarization

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, who is

- personally known or
- produced identification (ID produced: \_\_\_\_\_).

Notary Public Signature: \_\_\_\_\_ (Seal)

Print Name: \_\_\_\_\_

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

## **EXHIBIT "D"**

### **INSURANCE REQUIREMENTS**

#### **Commercial General Liability:**

The Vendor shall maintain and, prior to commencement of this contract, provide the City with evidence of commercial general liability insurance to include: 1) premises for limits of not less than \$1,000,000 per occurrence; and 2) a general aggregate limit of not less than \$2,000,000. The policy shall also provide the City will be given a thirty (30) day written notice of cancellation or non-renewal.

#### **Business Automobile Liability:**

The Vendor shall maintain and, prior to commencement of this contract, provide the City with evidence of business automobile liability insurance to include: 1) coverage for any automobile for limits of not less than \$1,000,000 combined single limit (bodily injury & property damage) per accident and 2) Personal Injury Protection (Florida no-fault) with full statutory limits. The policy shall also provide the City will be given a thirty (30) day written notice of cancellation or non-renewal.

#### **Workers' Compensation and Employers Liability:**

The Vendor shall maintain and, prior to commence of this contract, provide the City with evidence of workers' compensation insurance providing Florida statutory (F.S. 440) limits to cover all employees and include Employers Liability coverage with limits of not less than \$500,000 for accidents or disease. The policy shall also provide the City will be given a thirty (30) day written notice of cancellation or non-renewal.

#### **General Conditions**

The insurance provided by the Vendor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the City shall be excess of and shall not contribute with the insurance provided by the Vendor. Except where prior written approval has been obtained hereunder, the insurance maintained by the Vendor shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, the City may permit the application of a deductible or permit the Vendor to self-insure, in whole or in part, one or more of the insurance coverages required by this Contract. The Vendor shall pay on behalf of the City or City's officials, officers and employees any deductible or self-insured retention applicable to a claim against the City or the City's officials, officers and employees.

All Insurance policies provided by the Vendor shall be endorsed to provide the City with thirty (30) days' notice of cancellation.

Compliance with these insurance requirements shall not limit the liability of the Vendor. Any remedy provided to the City by the insurance provided by the Vendor shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Vendor) available to the City under this Contract or otherwise.

Neither approval nor failure to disapprove insurance furnished by the Vendor shall relieve the Vendor

from responsibility to provide insurance as required by this Contract. All Insurance policies provided by the Vendor shall be endorsed to provide the City with thirty (30) days written notice of cancellation.

**Certificates of Insurance must be completed as follows:**

**Certificate Holder**

**City of Fort Pierce**

**Attn: Purchasing Department**

**P.O. Box 1480**

**Fort Pierce, FL 34954-1480**

**Additional Insured for Commercial General Liability**

**City of Fort Pierce and its members, officials, officers and employees.**