MEMORANDUM

DATE: June 29, 2018

TO: Lenora Sevillian, Division Director
Procurement Management

FROM: Shelby Dolan
Procurement Management Department

SUBJECT: Authorization to Release Contract

CONTRACT:	#20180128
CONTRACT TITLE:	Diesel, Gasoline, Heating and Emergency Generator Fuel
VENDOR NAME:	Palmdale Oil Company
VENDOR ADDRESS:	911 N. 2nd Street
CITY & STATE:	Ft. Pierce, FL 34950

APPROVED BY COUNCIL: June 25, 2018
7c)- GLOVER OIL COMPANY & **PALMDALE OIL COMPANY**, DIESEL, GASOLINE, HEATING AND EMERGENCY GENERATOR FUEL, #20180128, FUNDING APPROPRIATED FOR UNIT PRICES PLUS A ONE-TIME $10 INDEMNIFICATION FEE, CONTRACT PERIOD IS 5 YEARS WITH AN OPTION TO RENEW FOR AN ADDITIONAL 5 YEAR PERIOD, FINANCE DEPARTMENT, PROCUREMENT MANAGEMENT

Please see the attached for (1) original contract for your records.

CITY OF PORT SAINT LUCIE
CONTRACT #20180128

This is a Unit Price CONTRACT, executed this 29 day of June 2018, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipality, duly organized under the laws of the State of Florida, hereinafter called "City", and Palmdale Oil Company, a State of Florida Corporation, Telephone No (772) 461-2300, Fax No (772) 595-0843, hereinafter called "Contractor".

SECTION I
RECITALS

WHEREAS, Contractor is a licensed Florida (designated filing status) Company doing business in Florida; and

WHEREAS, the City wishes to contract for Diesel, Gasoline, Heating and Emergency Generator Fuel for the City of Port St. Lucie as well as other tasks (Work) more specifically described in this Contract; and

WHEREAS, Contractor is qualified, willing and able to provide the Work on the terms and conditions set forth herein; and

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

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

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

SECTION II
NOTICES

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

City Contract Supervisor:
Carlos Varela
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
Telephone (772) 871-5194
Email: cvarela@cityofpsl.com

City Contract Administrator: Procurement Management Department

Attn: Hailey Fallon, Buyer
City of Port St. Lucie
121 SW Port St. Lucie, Blvd.
Port St. Lucie, FL. 34984
Telephone (772) 344-4068, Fax (772) 871-7337
Email: hfallon@cityofpsl.com

Contractor:

Lachlan Cheathem
Palmdale Oil Company
911 N. 2nd St.
Ft. Pierce, FL. 34950
Telephone (772) 461-2300, Fax (772) 595-0843
Email: lach@palmdaleoil.com

SECTION III
DESCRIPTION OF SERVICES

The Contractor shall provide services for Diesel, Gasoline, Heating and Emergency Generator Fuel pursuant to E-BID- #20180128 and all addenda per the following scope of work:

SCOPE OF WORK

3.1 All gasoline fuels shall conform to the latest edition of ASTM specifications D-439.

All diesel fuels shall conform to the latest edition of ASTM specifications D-975 for both low and high sulfur:

- Diesel fuel shall be number two (#2), ultra-low sulfur - clear - on road use.
- Diesel fuel shall be number two (#2), ultra-low sulfur - red - off road use.

The products supplied must conform to the specifications of the State of Florida and comply with all federal, state, and local laws and regulations as applicable on date of delivery.

3.2 **Fuel Specifications** –

A. Gasoline, Unleaded, 87 Octane

405-220-920-7000 Gasoline, unleaded, antiknock (octane) index minimum 87 (RON + MON)/2, maximum allowable lead 0.05 gram per gallon, per A.S.T.M. specification D4814, complying with state of Florida gasoline inspection laws, (price will exclude state inspection fee and all tax). State inspection fee and all applicable tax to be added to invoice. To be delivered as ordered via tank wagon, minimum delivery 500 gallons.

405-220-920-7500 Gasoline, unleaded, antiknock (octane) index minimum 87 (RON + MON)/2, maximum allowable lead 0.05 gram per gallon, per A.S.T.M. specification D4814, complying with state of Florida gasoline inspection laws, (price will exclude state inspection fee and all tax). State inspection fee and all applicable tax to be added to invoice. To be delivered as ordered via tank wagon. NO minimum delivery.

405-220-920-7800 Gasoline, unleaded, antiknock (octane) index minimum 87 (RON + MON)/2, maximum allowable lead 0.05 gram per gallon, per A.S.T.M. specification D4814, complying with state of Florida gasoline inspection laws, (price will exclude state inspection fee and all tax). State inspection fee and all applicable tax to be added to invoice. To be delivered as ordered via transport truck in full loads, minimum delivery 7,800 gallons. Billing to be adjusted to 60 degrees F. temperature on transport delivery.

B. Gasoline, Unleaded, 89 Octane

405-220-920-7100 Gasoline, unleaded, antiknock (octane) index minimum 89 (RON + MON)/2, maximum allowable lead 0.05 gram per gallon, and volatility class suitable for Florida at time of scheduled use, per A.S.T.M. specification D4814, complying with state of Florida gasoline inspection laws, (price will exclude state inspection fee and all tax). State inspection fee and all applicable tax to be added to invoice. To be delivered as ordered via tank wagon, minimum delivery 500 gallons.

405-220-920-7600 Gasoline, unleaded, antiknock (octane) index minimum 89 (RON + MON)/2, maximum allowable lead 0.05 gram per gallon, and volatility class suitable for Florida at time of scheduled use, per A.S.T.M. specification D4814, complying with state of Florida gasoline inspection laws, (price will exclude state inspection fee and all tax). State inspection fee and all applicable tax to be added to invoice. To be delivered as ordered via tank wagon. NO minimum delivery.

405-220-920-7900 Gasoline, unleaded, antiknock (octane) index minimum 89 (RON + MON)/2, maximum allowable lead 0.05 gram per gallon, and volatility class suitable for Florida at time of scheduled use, per A.S.T.M. specification D4814, complying with state of Florida gasoline inspection laws, (price will exclude state inspection fee and all tax). State inspection fee and all applicable tax to be added to invoice. To be delivered as ordered via transport truck in full loads, minimum delivery 7,800 gallons. Billing to be adjusted to 60 degrees F. temperature on transport delivery.

C. Gasoline, Unleaded, Premium, 92 Octane

405-220-920-9000 Gasoline, unleaded, premium, antiknock (octane) index minimum 92 (RON + MON)/2, maximum allowable lead 0.05 gram per gallon, per A.S.T.M. specification D4814, complying with state of Florida gasoline inspection laws, (price will exclude state inspection fee and all tax). State inspection fee and all applicable tax to be

added to invoice. To be delivered as ordered via tank wagon, minimum delivery 500 gallons.

405-220-920-9100 Gasoline, unleaded, premium, antiknock (octane) index minimum 92 (RON + MON)/2, maximum allowable lead 0.05 gram per gallon, per A.S.T.M. specification D4814, complying with state of Florida gasoline inspection laws, (price will exclude state inspection fee and all tax). State inspection fee and all applicable tax to be added to invoice. To be delivered as ordered via tank wagon. NO minimum delivery.

405-220-920-9200 Gasoline, unleaded, premium, antiknock (octane) index minimum 92 (RON + MON)/2, maximum allowable lead 0.05 gram per gallon, per A.S.T.M. specification D4814, complying with state of Florida gasoline inspection laws, (price will exclude state inspection fee and all tax). State inspection fee and all applicable tax to be added to invoice. To be delivered as ordered via transport truck in full loads, minimum delivery 7,800 gallons. Billing to be adjusted to 60 degrees F. temperature on transport delivery.

D. Diesel Fuel, Grade No. 2-D High Sulfur Fuel

405-120-260-0800 Oil, diesel fuel, grade no. 2-D high sulfur fuel (.5 mass % sulfur, 40 centane min.), for use in off the road diesel engine, per A.S.T.M. specification D975, complying with Florida City of Agriculture and Consumer Services standards 5F-2.001, (price will exclude all tax). All applicable tax to be added to invoice. To be delivered as ordered via tank wagon, minimum delivery 500 gallons.

405-120-260-0810 Oil, diesel fuel, grade no. 2-D high sulfur fuel (.5 mass % sulfur, 40 centane min.), for use in off the road diesel engine, per A.S.T.M. specification D975, complying with Florida City of Agriculture and Consumer Services standards 5F-2.001, (price will exclude all tax). All applicable tax to be added to invoice. To be delivered as ordered via tank wagon. NO minimum delivery.

405-120-260-0820 Oil, diesel fuel, grade no. 2-D high sulfur fuel (.5 mass % sulfur, 40 centane min.), for use in off the road diesel engine, per A.S.T.M. specification D975, complying with Florida City of Agriculture and Consumer Services standards 5F-2.001, (price will exclude all tax). All applicable tax to be added to invoice. To be delivered as ordered via transport truck in full loads, minimum delivery 6,800 gallons. Billing to be adjusted to 60 degrees F. temperature on transport delivery.

E. Diesel Fuel, Red Dye, Grade No. 2-D Ultra-low Sulfur Fuel

405-120-270-0010 Oil, diesel fuel, red dye, grade no. 2-D ultra-low sulfur fuel (.05 mass % sulfur, 40 centane min.), for use in off the road diesel engine, per A.S.T.M. specification D975, complying with Florida City of Agriculture and Consumer Services standards 5F-2.001, (price will exclude all tax). All applicable tax to be added to invoice. To be delivered as ordered via tank wagon, minimum delivery 500 gallons.

405-120-270-0020 Oil, diesel fuel, red dye, grade no. 2-D ultra-low sulfur fuel (.05 mass % sulfur, 40 centane min.), for use in off the road diesel engine, per A.S.T.M. specification D975, complying with Florida City of Agriculture and Consumer Services standards 5F-2.001, (price will exclude all tax). All applicable tax to be added to invoice. To be delivered as ordered via tank wagon. NO minimum delivery.

405-120-270-0030 Oil, diesel fuel, red dye, grade no. 2-D ultra-low sulfur fuel (.05 mass % sulfur, 40 centane min.), for use in off the road diesel engine, per A.S.T.M. specification D975, complying with Florida City of Agriculture and Consumer Services standards 5F-2.001, (price will exclude all tax). All applicable tax to be added to invoice. To be delivered as ordered via transport truck in full loads, minimum delivery 6,800 gallons. Billing to be adjusted to 60 degrees F. temperature on transport delivery.

F. Diesel Fuel, Grade No. 2-D Ultra-low Sulfur Fuel

405-120-260-1000 Oil, diesel fuel, grade no. 2-D ultra-low sulfur fuel (.0015 mass % sulfur, 40 centane min.), for use in over the road diesel engine, per A.S.T.M. specification D975, complying with Florida Department of Agriculture and Consumer Services standards 5F-2.001. To be delivered as ordered via tank wagon, minimum delivery 500 gallons.

405-120-260-1020 Oil, diesel fuel, grade no. 2-D ultra-low sulfur fuel (.05 mass % sulfur, 40 centane min.), for use in over the road diesel engine, per A.S.T.M. specification D975, complying with Florida City of Agriculture and Consumer Services standards 5F-2.001, (price will exclude all tax). All applicable tax to be added to invoice. To be delivered as ordered via tank wagon. NO minimum delivery.

405-120-260-1030 Oil, diesel fuel, grade no. 2-D ultra-low sulfur fuel (.0015 mass % sulfur, 40 centane min.), for use in over the road diesel engine, per A.S.T.M. specification D975, complying with Florida Department of Agriculture and Consumer Services standards 5F-2.001. To be delivered as ordered via transport truck in full loads, minimum delivery 7,200 gallons. Billing to be adjusted to 60 degrees F. temperature on transport delivery.

G. Oil, Fuel, Heating, Grade No. 1

405-120-350-1000 Oil, fuel, heating, grade no. 1, per A.S.T.M. specification D396, complying with Florida City of Agriculture and Consumer Services standards 5F-2.001. To be delivered as ordered via tank wagon, minimum delivery 500 gallons.

405-120-350-1100 Oil, fuel, heating, grade no. 1, per A.S.T.M. specification D396, complying with Florida City of Agriculture and Consumer Services standards 5F-2.001. To be delivered as ordered via transport truck in full loads, minimum delivery 7,200 gallons. Billing to be adjusted to 60 degrees F temperature on transport delivery.

H. Oil, Fuel, Heating, Grade No. 2

405-120-350-2000 Oil, fuel, heating, grade no. 2, per A.S.T.M. specification D396, complying with Florida City of Agriculture and Consumer Services standards 5F-2.001. To be delivered as ordered via tank wagon, minimum delivery 500 gallons.

405-120-350-2200 Oil, fuel, heating, grade no. 2, per A.S.T.M. specification D396, complying with Florida City of Agriculture and Consumer Services standards 5F-2.001. To be delivered as ordered via transport truck in full loads, minimum delivery 7,200 gallons. Billing to be adjusted to 60 degrees F. temperature on transport delivery.

I. Oil, Fuel, Heating, Grade No. 2 Low Sulfur Fuel

405-120-350-2300 Oil, fuel, heating, grade no. 2 low sulfur fuel (.05 mass % sulfur, 40 centane min.), per A.S.T.M. specification D396, complying with Florida City of Agriculture and Consumer Services standards 5F-2.001. To be delivered as ordered via tank wagon, minimum delivery 500 gallons.

405-120-350-2400 Oil, fuel, heating, grade no. 2 low sulfur fuel (.05 mass % sulfur, 40 centane min.), per A.S.T.M. specification D396, complying with Florida City of Agriculture and Consumer Services standards 5F-2.001. To be delivered as ordered via transport truck in full loads, minimum delivery 7,200 gallons. Billing to be adjusted to 60 degrees F. temperature on transport delivery.

J. Biodiesel

405-120-250-0400 Biodiesel Blend Fuel, B20 blend (20 percent biodiesel and 80 percent petroleum diesel), for use in over the road diesel engine, meeting the A.S.T.M specification D6751-08 for pure biodiesel shall consist of mono-alkyl esters of long chain fatty acids derived from new and used vegetable oils and animal fats, designated B100, before blending with grade no. 2-D low petroleum diesel per A.S.T.M. specification D975, final product shall comply with Florida Department of Agriculture and Consumer Services inspection laws and be Certified under the BA-9000 quality program To be delivered as ordered via tank wagon, minimum delivery 1,000 gallons.

405-120-250-0600 Biodiesel Blend Fuel, B20 blend (20 percent biodiesel and 80 percent petroleum diesel), for use in over the road diesel engine, meeting the A.S.T.M specification D6751-08 for pure biodiesel shall consist of mono-alkyl esters of long chain fatty acids derived from new and used vegetable oils and animal fats, designated B100, before blending with grade no. 2-D low petroleum diesel per A.S.T.M. specification D975, final product shall comply with Florida Department of Agriculture and Consumer Services inspection laws and be Certified under the BA-9000 quality program. To be delivered as ordered via transport truck in full loads, minimum delivery 7,200 gallons. Billing to be adjusted to 60 degrees F. temperature on transport delivery.

Biodiesel Fuel, B-20 Blend Blend of biodiesel and a percentage percent ultra-low sulfur petroleum diesel, for use in over the road diesel engines, meeting the A.S.T.M.

specification D6751-08 for pure biodiesel, shall consist of mono-alkyl esters of long chain fatty acids derived from new and used vegetable oils and animal fats, designated B100, before blending with grade no. 2-D low petroleum diesel per A.S.T.M. specification D975, final product shall comply with Florida Department of Agriculture and Consumer Services inspection laws and be Certified under the BA-9000 quality program.

3.3 Contractor(s) shall be adequately equipped, staffed and supplied to promptly and efficiently furnish, deliver and dispense all products to any and all City locations.

3.4 This Contract is to provide Fuel for the Customers in Attachment B as part of the Treasure Coast Fuel Cooperative. The Cooperative seeks to improve quality and efficiency of services delivered, improve Customer services and reduce cost. The Contractor must efficiently provide Fuel to meet the requirements of the Customer(s). Fuel will be available to all eligible Customers in the Cooperative. Additional agencies may be added.

3.5 **Hours of Service** - Work shall be performed by the Contractor between (seven) 7:00 a.m. and dusk, Monday through Friday. Work shall not be performed on Saturday or Sundays unless specifically authorized in writing by the Contract Supervisor or their designee. The Contractor will not be allowed to work during any City recognized holiday without prior written notice.

3.6 **Delivery of Fuel** -

3.6.1 The Contractor shall ensure that fuels are delivered to all sites in compliance with all applicable federal, state and local environmental regulations including OSHA and NFPA standards.

3.6.2 Before unloading of fuel begins, Customer personnel and Contractor personnel shall measure the Customer's tank(s) to receive fuel and shall again measure the tank(s) after delivery. Scheduled delivery service is for delivery of Fuel by the Contractor to the Customer's tank(s) under the time frame as agreed upon by the Contractor and Customer. Contractor will be responsible for managing Fuel product levels in Customer's tank(s) to ensure proper levels of Fuel are maintained.

3.6.3 Unless otherwise requested at the time of order, deliveries will be within 24 hours after telephone or email notification is received unless specified otherwise by the Customer. Deliveries should be made during normal working hours, 8:30 A.M. to 3:00 P.M. Monday through Friday, unless otherwise specifically requested by the agency placing the order. See Attachment A for contact information to obtain details on agency delivery hours.

This time will be agreed upon by the Customer and the Contractor. Contractor vehicles must be equipped with sealed State of Florida approved and inspected meters capable of providing metered delivery tickets with each delivery made to the City. The City reserves the right to accept non-metered deliveries. In addition,

vehicles must meet all federal, state, county and local mechanical and safety requirements and must be able to pass inspection at all times. All required safety equipment shall be carried on vehicles during deliveries to City.

3.6.4 Deliveries shall be made on the basis of quantities adjusted to 60°F in accordance with latest edition of American Society for Testing and Materials (ASTM) Table 6B, Volume II, Petroleum Measurement Tables. Delivery ticket shall reflect the net gallons delivered after temperature Compensation.

3.6.5 Customer may be subject to a service charge if request is for same day delivery.

3.6.6 Tankwagon deliveries will be metered at the time of drop. Contractors are required to provide an imprinted meter ticket at the time of delivery.

3.6.7 Agencies will accept fuel from trucks with sealed State approved and inspected meters. Trucks that have State of Florida Agriculture and Consumer Services sealed calibrated, and certified compartment tank volume markers for the petroleum product being delivered, are also acceptable. A Delivery ticket must be signed by the agent of the Agency and must identify the product and quantity.

3.6.8 It shall be the responsibility of Contractor to maintain an adequate supply of fuel at all sites at all times. It is, of course, expected that the vendor will use a delivery schedule that results in the most economical situation for all involved.

3.7 **Fault and Responsibility** - The party at fault will be responsible for all direct costs incurred to correct a problem. Problems may include but not limited to, fuel contamination, fuel spills, delivering wrong fuel to Customer by Contractor, cross-fueling by Contractor at Customer's facility, etc.

3.8 **Measurements** - Customary measurements appearing in these specifications are not intended to preclude bids for commodities with metric measurements.

3.9 **Fuel Terminals** - Availability of Product: If there are fuel restrictions, shortages and/or allocations placed on suppliers of fuel product by either terminals, suppliers and/or the government (local and/or federal) for any reason, then at the City's discretion, price may be adjusted as determined by the City. Contractors will have to provide adequate proof of the situation to have the price adjusted. The time period for these adjustments will be determined by the City based on the situation. If governmental allocations are declared, then Contractors are to deliver fuel to customers at the same percentage as allocated.

3.10 **Ordering Instructions** - Separate purchase orders will be issued based on specific items at firm, fixed prices listed in the bid by each participating agency. No item may be shipped or service performed that is not listed on the purchase order. Unless otherwise specified, entire shipment must be completed within 60 days.

3.11 **Damages During Performance of Work** - Damage to trees, plants, any components of the irrigation system, buildings, structures, parked vehicles or other property of the City or the public which occurs during the performance of contracted services, shall be reported immediately by the Contractor's staff to the Contract Supervisor, or their designee. A written report shall be completed by the Contractor for submittal within twenty-four (24) hours. The Contract Supervisor or their designee will supply report forms for the Contractors use in reporting any damages. Damages during closed hours/days shall be reported to the Police Department Duty Officer with a request to call the Contract Supervisor or their designee, as necessary.

If applicable, the Contract Supervisor or their designee, shall determine the cost of necessary repairs or replacement and advise the Contractor in writing. Where costs are involved the Contract Supervisor and Contractor shall mutually agree on an acceptable cost. The Contractor shall be afforded the opportunity to have repairs made or provide replacement as approved by the City or shall punctually issue reimbursement within a time frame as approved by the City. All such matters shall be put forth in writing and signed by both parties.

3.12 **Areas Involved**- Designated areas are identified in Attachment B. The City Contract Supervisor shall exercise discretion as to the type, quantity, and frequency of deliveries for all locations. Unless noted, all of the specifications for diesel, gasoline, heating and emergency generator fuel apply to all locations.

SECTION IV
TIME OF PERFORMANCE

The Contract Period will start on July 1, 2018 and will extend for five (5) years ending on July 1, 2023. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract.

SECTION V
RENEWAL OPTION

In the event the Contractor offers in writing three (3) months, prior to the termination of this contract, to provide the identical services required in this contract in the subsequent calendar period and the City agrees that said services are required and that the cost is acceptable, then the City, without additional bidding or negotiation, may, extend this contract at the agreed upon price for one (1) additional five (5) year term. If needed, the contract will be extended 90 days beyond the contract expiration date.

SECTION VI
COMPENSATION

All prices shall be firm for the term of this contract. Fuel costs to be paid by the City to the Contractor will be determined based on the daily DTN FastRacks rack averages for Orlando Padd 1 Report, plus or minus a firm fixed price increment for the contract period as indicated in the

Pricing Sheet below, plus a one-time ten-dollar ($10.00) payment for the Indemnification Fee as provided in Section IX herein. Averages are posted in the DTN FastRacks report distributed each morning. Biodiesel costs will use the above plus the published Monday price for soybean oil in the Tuesday edition of the Wall Street Journal and diesel fuel FastRack Averages based on the biodiesel blend. Price will be in effect on the published date through the next published date.

Customer facilities, located in each county will use the same Markups. Markup for Fuel shall be based on a price per gallon basis. Prices and the fixed price increment must be shown on all invoices.

Fuel costs shall exclude any taxes and/or fees that the Customer is exempt from paying. All Fuel costs will include the DTN FastRacks rack averages, the Contractor's Markup and all applicable taxes and/or petroleum associated fees allowed. The Contractor shall delete applicable taxes prior to issuing any invoices.

2	405-220-920-7800 Premium Unleaded 87.0 Transport Delivery	(+) 0.0079
4	405-120-260-1030 Diesel #2, Ultra Low Sulfer Transport Delivery	(-) 0.0117
6	405-120-270-0030 Diesel #2, Ultra Low Sulfur - Red Dye Transport Delivery	(-) 0.0117

Invoices for services shall be submitted once a month, after all work is completed, by the tenth (10th) day of each month, and payments shall be made in forty-five (45) calendar days after invoice unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made net forty-five (45) calendar days of receipt of Contractor's valid invoice, provided that the invoice is accompanied by adequate supporting documentation, including any necessary partial release of liens, and is approved by the Contract Supervisor, or their designee, as required under Section XVI of the Contract.

All invoices and correspondence relative to this Contract must contain the City's contract number and Purchase Order number and/or Visa Authorization number, detail of items with prices that correspond to the Contract, a unique invoice number and partial or final release of liens. All payments not made within the time specified by this section shall bear interest from thirty (30) calendar days after the due date at the rate of one (1) percent per month on the unpaid balance.

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

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

SECTION VII
WORK CHANGES

N/A

SECTION VIII
CONFORMANCE WITH E-BID

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

SECTION IX
INDEMNIFICATION/HOLD HARMLESS

Contractor agrees to indemnify, defend and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney's fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of Contractor, agents, laborers, subcontractors or other personnel entity acting under Contractor's control in connection with the Contractor's performance of services under this Contract and to that extent Contractor shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses including appeals. That the aforesaid hold-harmless Contract by Contractor shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Contractor or any agent laborers, subcontractors or employee of Contractor regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Contractor on the work. As consideration for this indemnity provision the Contractor shall be paid the one time only sum of ten dollars ($10.00), which will be added to the contract price, and paid prior to commencement of work. This indemnification shall survive the termination of this Contract.

SECTION X
SOVEREIGN IMMUNITY

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

SECTION XI
INSURANCE

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

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

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

2. Commercial General Liability Insurance: The Contractor shall agree to maintain Commercial General Liability insurance, with applicable Herbicide, Pesticide, and Pollution endorsements for chemicals used in the scope of their business operations, issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	$1,000,000
Personal/advertising injury	$1,000,000
Products/completed operations aggregate	$2,000,000

General aggregate	$2,000,000
Fire damage	$100,000 any 1 fire
Medical expense	$10,000 any 1 person

3. Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

   Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract #20180128 – Diesel, Gasoline, Heating and Emergency Generator Fuel shall be listed as additionally insured."**. The Policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

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

5. Professional Liability Insurance: Consultant shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than $1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds $10,000 the City reserves the right, but not the obligation, to review and request a copy of Consultant's most recent annual report or audited financial statement. For policies written on a "Claims-

Made" basis, the Consultant warrants the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Consultant shall agree to purchase a SERP with a minimum reporting period not less than three (3) years.

6. Waiver of Subrogation: The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.

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

It shall be the responsibility of the Contractor to ensure that all independent contractors and/or subcontractors comply with the same insurance requirements referenced above.

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

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

A failure on the part of the contractor to execute the contract and/or punctually deliver the required.

SECTION XII
ACTS OF GOD

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

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

SECTION XIII
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

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

SECTION XIV
COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by it, on the work, and upon termination of this Contract for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the City. Contractor will comply with all requirements of 28 C.F.R. § 35.151. Contractors and subcontractors shall comply with § 119.0701, Fla. Stat. The Contractor and subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. (2013). Pursuant to § 119.10(2)(a), Fla. Stat., any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083 Fla. Stat.

If required by any participating agency, the Contractor, his subcontractors, vendors and suppliers who are to be permitted access to agency site(s) shall obtain Level 2 background screening in accordance with Florida Statute FS1012.32 and FS1012.465 – Jessica Lunsford Act.

RECORDS

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

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

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

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (*See http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/).*

2. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City.

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

4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this contract.

5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

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

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

Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining

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

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

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

SECTION XV
CLEANING UP

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

SECTION XVI
INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Contract Supervisor shall continually make inspections as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Contract Supervisor shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section VI. If, on such inspection the Contract Supervisor is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific deficiencies. The Contractor shall be responsible to remedy all deficiencies within twenty four (24) hours after being notified at no additional charge to the City, and otherwise on terms and conditions specified by the Contract Supervisor. Such examination, inspection, or tests made by the Contract Supervisor, shall not relieve Contractor of its responsibility to remedy any deviation, deficiency, or defect.

Authority - The Contractor is hereby informed that City inspectors are not authorized to alter, revoke, enlarge, or relax the provisions of these specifications. They are not authorized to approve or accept any portion of the completed work, or instructions contrary to the specifications. An inspector is placed on the project (or sent to the location of materials) to inspect materials being used in the work and to observe the manner in which the work is being performed and to report

the progress of the work to the City. The inspector shall have the authority to reject defective materials or suspend any work that is being improperly done subject to the final decision of the Contract Supervisor, or his designee. The Contract Supervisor, or his designee, shall have the authority to require that work be stopped to allow inspections as he deems appropriate.

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

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

SECTION XVII
ADDITIONAL REQUIREMENTS

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

Implied Warranty of Merchantability – N/A

Warranty and Guarantee - N/A

Miscellaneous Testing – N/A

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

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

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

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

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

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

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

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

Storage of Equipment - Contractor shall be responsible to ensure that all equipment and supplies of the Contractor and their Subcontractor(s) shall not be stored on City property without prior written approval of the Contract Supervisor. The Contractor shall also be responsible to ensure that all equipment and supplies of the Contractor and their Subcontractor(s) shall not be stored on private property.

Storage and Stockpiling – N/A

Standard Production Items - N/A

Florida Produced Lumber - N/A

Erosion and Sediment Control – N/A

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

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

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

Foreman or Superintendent and Workmen - The Contractor(s) shall at all times during progress of the work, have on site a competent foreman or superintendent with authority to act for Contractor and to cooperate with the Contract Supervisor or their designee. The Contractor(s) shall provide competent, careful and reliable workmen, with sufficient experience in such work to perform it properly and satisfactorily and to operate the equipment involved. Provide workmen that shall make due and proper effort to execute the work in the manner prescribed in the Contract Documents.

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

Adjustments – N/A

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

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

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

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

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

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

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

SECTION XVIII
LICENSING

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

SECTION XIX
SAFETY PRECAUTIONS

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

The safety and consideration of convenience to the public is of paramount importance in executing the requirements of this contract. The Contractor will not compromise public safety or allow any conditions that will inconvenience the public in the execution of work specified herein.

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

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

Equipment Safety – Equipment used for the work contained in this contract shall be periodically inspected and maintained to ensure proper function and safety. Equipment used to transport litter, trimmings, leaves, garbage, etc. shall be constructed in a manner to prevent such items being misplaced along the roadway.

Vehicle Lighting and Special Equipment - The Contractor shall use amber flashing lights on vehicles and specialized equipment according to the State of Florida Department of Transportation (FDOT) regulations. These lights shall be used only when required in the course of the work and shall not be used when traveling to and from the job site.

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

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

SECTION XX
ASSIGNMENT

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

SECTION XXI
TERMINATION, DELAYS AND LIQUIDATED DAMAGES

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

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

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

Termination by the City - The City may terminate this Contract with or without cause by giving the Contractor thirty (30) day notice in writing. Upon delivery of said notice and upon expiration of thirty (30) day period, the Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed.

Suspension of Work - The City may at any time suspend work on the entire job or any part thereof for such periods as deemed necessary and for whatever cause by giving three (3) calendar days written notice, signed by the City, to the Contractor(s). The Contractor(s) shall resume the work within three (3) calendar days after a written notice to resume work is issued to the Contractor(s) and is signed by the City.

Neither additional compensation nor a time extension will be paid or granted to the Contractor(s) when the operations are suspended for the following reasons:

A. The Contractor(s) fails to comply with the Contract Documents.
B. The Contractor(s) fails to carry out orders given by the Contract Supervisor at the direction of the City.
C. The Contractor(s) causes conditions considered unfavorable for continuing the work

Suspension of operations on City observed Holidays - Unless the Contractor(s) submits in writing ten (10) calendar days on advance of the request and receives written notice by the City, the Contractor(s) shall not work on the following days:

Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Labor Day, the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive.

Contract time will be charged during these holiday periods regardless of whether or not the Contractor's operations have been suspended. The Contractor is not entitled to any additional compensation for suspension of operations during such holiday periods.

During such suspensions Contractor shall remove all equipment and materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet this requirement.

Authorized Work Suspension - Any adverse weather conditions, obstructions, or other conditions which delay the Contractor in the performance of a contract resulting from these specifications, to such extent that completion of required activities cannot be accomplished within the specified time, shall be punctually reported by the Contractor to the Contract Supervisor or their designee in writing. Failure by the Contractor to render punctual written notice of said problems constitutes default, as time is of the essence.

Work Stoppage - The Contract Supervisor or their designee, shall have the authority to require that work be stopped to allow inspections, as he/she deems appropriate.

SECTION XXII
LAW, VENUE AND WAIVER OF JURY TRIAL

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

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

SECTION XXIII
REIMBURSEMENT FOR INSPECTION

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

SECTION XXIV
APPROPRIATION APPROVAL

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

SECTION XXV
ATTORNEY'S FEES

If this matter is placed in the hands of an attorney for collection, or in the event suit or action is instituted by the City to enforce any of the terms or conditions of the Contract, Contractor shall pay to the City, in such suit or action in both trial court and appellate court, the City's costs, and reasonable attorney's fees for the anticipated cost of collection and judgment enforcement.

SECTION XXVI
CODE OF ETHICS

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

SECTION XXVII
POLICY OF NON-DISCRIMINATION

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

SECTION XXVIII
SEVERABILITY

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

SECTION XXIX
ENTIRE CONTRACT

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

(Balance of page intentionally blank)

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

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Purchasing Agent

AWARDED VENDOR

By: _____

State of: Florida

County of: Palm Beach

Before me personally appeared: Zach Cheatman
(Please print)

Please check one:

Personally known N

Produced Identification: _____
(Type of identification)

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

WITNESS my hand and official seal, this 20th day of June, 2018.

_____
Notary Signature

DENISE LYNN COVERT
MY COMMISSION # FF201581
EXPIRES February 19, 2019
(407) 398-0153 FloridaNotaryService.com

Notary Public State of Florida at Large.

My Commission Expires 2-19-19.

(seal)

Client#: 67371 PALOI

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/29/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Karla Castro	
Gulfshore Insurance, Inc - SFL 4100 Goodlette Rd N Naples, FL 34103 239 261-3646	PHONE (A/C, No, Ext): 239 263-4527	FAX (A/C, No): 239 213-2803
	E-MAIL ADDRESS: kcastro@gulfshoreinsurance.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Palmdale Oil Company, Inc. 911 N 2nd St Fort Pierce, FL 34950	INSURER A : HDI Global Insurance Company	41343
	INSURER B : Landmark American Insurance Com	33138
	INSURER C : Amerisure Mutual Insurance Comp	23396
	INSURER D : Certain Underwriters at Lloyds	
	INSURER E : Endurance American Specialty In	41718
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	X	EGGCD000015817	06/30/2017	09/30/2018	EACH OCCURRENCE	$2,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC							$
A	AUTOMOBILE LIABILITY	X	X	EAGCD000015817	06/30/2017	09/30/2018	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	[X] Drive Oth Car							$
B	[ ] UMBRELLA LIAB [X] OCCUR			LHA079916	06/30/2017	09/30/2018	EACH OCCURRENCE	$3,000,000
	[X] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$3,000,000
	[ ] DED [X] RETENTION $0							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A	X	WC207405308	06/30/2018	06/30/2019	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Excess			17RENMA16000557052	06/30/2017	09/30/2018	$5,000,000 Occ & Aggreg	
E	Excess			ELD30000390400	06/30/2017	09/30/2018	$10,000,000 Occ & Aggre	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Contract #20180128 for Diesel, Gasoline, Heating and Emergency Generator Fuel
Certificate Holder is included as Additional Insured on a primary and noncontributory basis with respects to General Liability per form ENAIPNC 0411; completed operations per form CG2037 0413 and ongoing operations per form CG2010 0413 only as required by written contract, Waiver of Subrogation per form CG2404 0509. Additional Insured in regards to the Auto Liability on a primary and noncontributory basis per form (See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
City of Port St. Lucie 121 SW Port St. Lucie Blvd, Bldg. A, Suite 390 Port St Lucie, FL 34984	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

ENCAAIPNC 0911 and Waiver of Subrogation per FLCA0444 0312 only as required by written contract. Waiver of subrogation in regards to the Workers Compensation only as required by written contract per form WC000313 0484.