

CONTRACT

THIS CONTRACT entered into this 15 day of September, 2005, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida,** hereinafter referred to as "County", and CXT Precast Products, Inc., a division of L. B. Foster Company, 901 N. Highway 77, Hillsboro, TX 76645, hereinafter referred to as "CONTRACTOR".

WHEREAS, the City of Port St. Lucie entered into a Contract with CXT Precast Products, Inc., Contract No. 20030084-BM for a contract period October 1, 2003 through September 30, 2004, which was subsequently renewed for a contract period of October 1, 2004 through September 30, 2005, by the Contract Extension Form between the City of Port St. Lucie and Contractor, dated August 16, 2004; and

WHEREAS, the Contractor has agreed to honor the same price, terms and conditions for pre-cast restroom units; and

WHEREAS, the Board of County Commissioners of Nassau County, Florida, has approved piggybacking on this same contract for the purchase of a Cortez Flushing Toilet Building for the county's North End Nature Center and Marine Park.

RECITALS

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other mutually agreed upon considerations contained herein, the parties agree as follows:

As used herein the contract supervisor shall mean Daniel Salmon, Building Maintenance Director, for Nassau County, or his designee.

SECTION 1. DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work which the Contractor has agreed to perform pursuant to the Bid Specifications, Bid #20030084-BM (City of Port St. Lucie), made a part of this Contract, is to provide and deliver a standard Cortez precast concrete double flush toilet building for the North End Nature Center and Marine Park located in Fernandina Beach, Florida, at a total cost of \$34,593.10. This will include freight F.O.B. destination, crane service to offload the building onto an accessible, prepared site at the North End Nature Center and Marine Park and calculations and engineer's stamped drawings. The building will be stubbed out with water, sewer and electrical hookups. The connection of the building to the utility services will be done by Nassau County personnel. Delivery of the unit will be within ninety (90) days from receipt of Purchase Order by Contractor. This Contract stipulates, according to the bid specifications in Bid #20030084-BM (City of Port St. Lucie), that possible future pre-cast restrooms, as requested by the County's Building Maintenance Department, may be needed. The Cortez Model, will be available from CXT Precast Products, Inc., to Nassau County at the price of \$34,593.10 as per their bid response.

SECTION 2. TIME OF PERFORMANCE

Contract period shall be October 1, 2004 through September 30, 2005, as extended by the Contract Extension Form between the City of Port St. Lucie and Contractor, dated August 16, 2004. The City of Port St. Lucie Contract No. 20030084-BM, provides for three (3) yearly renewals thereafter if all parties are in agreement. In the event that Port St. Lucie extends the Contract for a second yearly renewal period, the Contractor agrees to also extend the terms of the contract to Nassau County for the same period of time. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Contract Supervisor until all work specified in the bid specifications has been rendered.

SECTION 3. COMPENSATION

The total amount to be paid by Nassau County to the Contractor is \$34,593.10 for the Cortez Model when specific units are ordered from the Contractor. These amounts include restroom unit, delivery cost, placement of unit on prepared site, and the marine package. Payments will be disbursed in the following manner: Payments shall be made within ~~thirty (30) days~~ forty five (45) days of receipt of Contractor's invoice, and shall be paid pursuant to Florida Statutes 218.78, the Florida Prompt Payment Act. ~~unless Contractor has chosen to take advantage of the purchasing Card Program which guarantees payment within several days.~~ Payments shall be made provided the submitted invoice is

accompanied by adequate supporting documentation and approved by the Contract Supervisor (Building Maintenance Supervisor) as provided in Section 12. The Contractor's invoice shall include a \$10.00 payment for indemnification as provided in Section 5 herein. All invoices and correspondence relative to this Contract must contain the contract number appearing herein.

The Contractor shall not be paid additional compensation for any and/or all 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 prosecution of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

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

SECTION 4. CONFORMANCE WITH BID

It is understood that the materials and/or work required herein are in accordance with the bid made by the Contractor pursuant to the Invitation to Bid and Specifications on file in the Office of Management and Budget of the City of Port St. Lucie. All documents submitted by Contractor in relation to said bid, and all documents promulgated by the City of Port St. Lucie

for inviting bids are, by reference, made a part hereof as if set forth herein in full.

SECTION 5. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify, defend, and hold harmless Nassau County, its representatives, employees and elected and appointed officials, from and against all claims, cause, demands, legal fees, cost of action, losses, damages or other expenses occasioned by any negligent act, conduct, error or omission by the County of Nassau, or its agents, employees or subcontractors, in the performance of this contract, or occasioned wholly or in part by any negligent act, conduct, error or omission by the Contractor, or its agents, employees or subcontractors, in the performance of this Contract. As consideration for this indemnity provision the Contractor shall be paid the sum of Ten Dollars (\$10.00) which will be added to the contract price and paid prior to commencement of work.

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 coverages, limits, including endorsements, as described herein. The requirements contained herein, as well as Nassau County'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.

Workers' Compensation: The Contractor shall agree to maintain Workers Compensation Insurance and Employers Liability in

accordance with Florida Statute Chapter 440. Coverage must include Employers Liability with a minimum limit of \$100,000 each.

Business Auto Policy: The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all 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 and 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.

Commercial General Liability: Commercial General Liability for public liability during the lifetime of this Contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made

basis; the County shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

Additional Insured Requirements: Except as to Workers' Compensation and Employers' Liability, said Certificate(s) shall clearly state that coverage required by the Contract has been endorsed to include Nassau County ~~the City of Port St. Lucie~~, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its Commercial General Liability. The name for the Additional Insured endorsement issued by the insurer shall read "Nassau County, a political subdivision of the State of Florida, its officers, employees and agents, Contract No. 20030084-BM". The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the County prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the County as to form and types of coverage. In the event that the statutory liability of the County is amended during the term of this agreement to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the County, to provide coverage at least equal to the amended statutory limit of liability of the County.

Waiver of Subrogation: 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 agreement 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, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

Subcontractors: It shall be the responsibility of the Contractor to insure that all subcontractors comply with the same insurance requirements referenced above.

Deductible Amounts: All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract.

Umbrella or Excess Liability: The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, or Employer's 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 Employer's Liability. When required by the insurer, or when Umbrella or Excess Liability is written on "Non-Follow Form", the County shall be endorsed as an Additional Insured.

Right to Review: The County, through its Risk Management Coordinator, reserves the right, but not the obligation, to review and reject any insurer providing coverage.

SECTION 6. PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

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

SECTION 7. WORK CHANGES

The County reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. All changes will be authorized by a written change order signed by the ~~Director of OMB or his designee~~ Chairman of the Board of County Commissioners as representing the County. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the County shall be determined by mutual agreement of the parties, or by arbitration before starting the work involved in the change.

SECTION 8. 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 work done are to comply with all local state and federal laws and regulations.

SECTION 9. CLEANING UP

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

SECTION 10. NOTICE OF PERFORMANCE

When required materials have been delivered and required work performed, Contractor shall submit a request for inspection in writing to the Contract Supervisor (Building Maintenance Director).

SECTION 11. DELIVERY DOCUMENTATION

Where Contract provides, in whole or in part, for the sale and purchase of materials/product, the Contractor shall prepare a delivery ticket in triplicate for each shipment of material/product delivered to the County. The delivery ticket shall be signed by the Contract Supervisor (Building Maintenance Director) or his designee receiving the material product. One

copy shall be given to the Contract Supervisor (Building Maintenance Director) or his designee with the material/product, the Contractor shall retain one copy, and one copy shall accompany the Contractor's invoice.

SECTION 12. 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 (Building Maintenance Director) shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the contract documents and that the material and work is entirely satisfactory, the Contract Supervisor (Building Maintenance Director) shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section 3. If, on such inspection the Contract Supervisor (Building Maintenance Director) is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity if desired by him to correct the deficiencies so pointed out at no additional charge to the County, and otherwise on terms and conditions specified by the Contract Supervisor (Building Maintenance Director). Such examination, inspection, or tests made by the

Contract Supervisor (Building Maintenance Director), at any time, shall not relieve Contractor of his responsibility to remedy any deviation, deficiency, or defect.

SECTION 13. 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.

SECTION 14. LICENSING

Contractor warrants that he possesses all licenses and certificates necessary to perform the 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 15. 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.

SECTION 16. ASSIGNMENT

Contractor shall not delegate, sublet 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 County.

SECTION 17. TERMINATION, DELAYS AND LIQUIDATED DAMAGES

- A. Termination 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, or as modified as provided in this Contract, the County, by written notice to the Contractor, may terminate Contractor's rights to proceed. On such termination, the County 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 County for any additional cost incurred by it in its completion of the work. The County may also in event of termination obtain undelivered materials, by contract or otherwise, and the Contractor and his sureties shall be liable to the County for any additional cost incurred for such material. Contractor and his sureties shall also be liable to the County 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 County may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.
- B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time

stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the County one hundred dollars (\$100.00) as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be liable to the County for the amount thereof.

- C. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to:
- (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency,
 - (2) any acts by the County,
 - (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 County, 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 County in writing within two (2) days of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the County shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

The County may terminate this agreement with or without cause by giving the vendor/contractor thirty (30) days notice in writing. Upon delivery of said notice and upon expiration of the thirty (30) day period, the vendor/contractor shall discontinue all services in connection with the performance of this agreement and shall proceed to cancel promptly all existing contracts in so far as such contracts are chargeable to this agreement.

SECTION 18. LAW AND VENUE

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

SECTION 19. REIMBURSEMENT FOR INSPECTION

The Contractor agrees to reimburse the County for any expenditures incurred by the County in the process of testing materials supplied by the Contractor against the specifications under which said materials were procured, if said materials prove

to be defective, improperly applied, and/or in other manners not in compliance with specifications. Expenditures as defined herein shall include, but not be limited to, the replacement value of materials destroyed in testing, the cost paid by the County to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the County 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 20. APPROPRIATION APPROVAL

The Contractor acknowledges that this contract is subject to approval by the Board of County Commissioners of Nassau County, Florida, of budget appropriation for the contract period beyond September 30 of fiscal year. The Contractor agrees that, in the event such appropriation is not forthcoming, this contract may be terminated by the County and no charges, penalties or other costs shall be assessed.

SECTION 21. RENEWAL OPTION

The County reserves the right to use this bid award for future needs upon mutual approval for one year with four (4) individual subsequent yearly renewals. In the event Contractor offers in writing, prior to the expiration of this Contract, to provide the identical services required in this Contract for the identical period of time in the subsequent calendar period, the County agrees that said services/products are required and that the cost is acceptable, then the County without additional

bidding or negotiation, may, with the mutual agreement of the Contractor, extend this contract for the additional term.

SECTION 22. DISPUTES

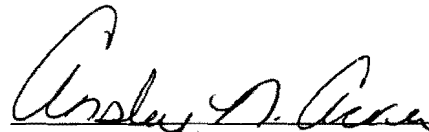
Any dispute arising under this Contract shall be addressed by the representatives of the County and the Contractor as set forth herein. Disputes shall be set forth in writing to the County Administrator with a copy to the Building Maintenance Director and provided by overnight mail, UPS, FedEx, or certified mail, with a response provided in the same manner prior to any meetings of representatives. The initial meeting shall be with the County Administrator and the Building Maintenance Director or their designee and a representative of the Contractor. If the dispute is not settled at that level, the County Attorney shall be notified in writing by the Building Maintenance Director or his/her designee, and the County Attorney and the County Administrator and the Building Maintenance Director or their designee(s) shall meet with the Contractor's representative(s). Said meeting shall occur within sixty (60) days of the notification by the County Administrator. If there is no satisfactory resolution, the claims disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, if not disposed of by agreement as set forth herein, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Contractor. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Contractor. Contractor shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

SECTION 23. ENTIRE AGREEMENT


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

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

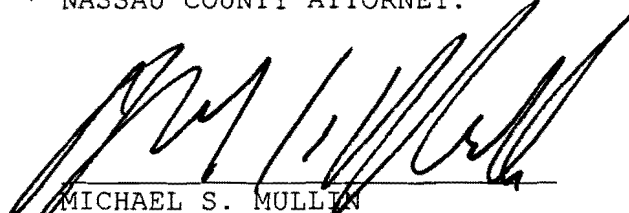
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


ANSLEY N. ACREE
CHAIRMAN

ATTEST:


JOHN A. CRAWFORD
EX-OFFICIO CLERK

APPROVED AS TO FORM BY THE
NASSAU COUNTY ATTORNEY:


MICHAEL S. MULLIN

(Signatures continue on the next page)

CXT PRECAST PRODUCTS, INC.
A division of L. B. Foster Co.

Gary T. Burger
By: GARY T. BURGER
Its: NATIONAL SALES MANAGER

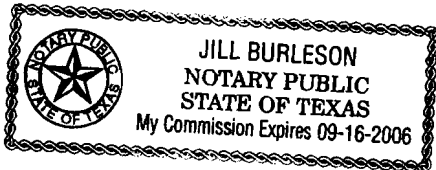
STATE OF Texas
COUNTY OF Hill

Before me personally appeared, Gary T. Burger, who is personally known to me or produced _____ as identification, known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 15th day of September, 2005.

Jill Burleson
Notary Signature

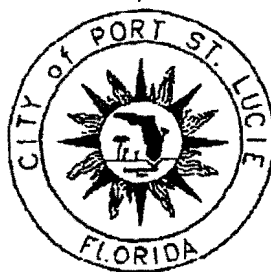
Notary-Public-State of Texas at large
My Commission expires: 9-16-06



CITY OF PORT ST. LUCIE

Sealed Bid #S-20030084-BM

**Pre-cast Concrete Restroom Building
for Turtle Run Park**



**Prepared By: Barb Moquin
Office of Management & Budget
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
772-871-5224**

INVITATION TO BID

Sealed Bid #S-20030084-BM for a two-unit pre-cast concrete flush toilet restroom building will be received by the City of Port St. Lucie no later than 3:00:00 p.m. on July 3, 2003. Vendor will supply, deliver, and place on prepared park site at Turtle Run Park, 1945 SW Camco Boulevard, Port St. Lucie, Florida. The building will be stubbed out for electrical, sewer and water utility hookups. The City will do connections to site utility services. This bid award may be used for future restroom buildings in other City Parks. Specifications are attached.

Bids must be mailed or delivered to the Office of Management & Budget, 3rd Floor, Suite 390, Building "A" of the Municipal Complex located at 121 SW Port St. Lucie Boulevard, Port St. Lucie, FL 34984-5099.

All bids must be received by the date and time specified above, when they will be opened and publicly read aloud. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered. It is the sole responsibility of the bidder to ensure that his or her bid reaches the Office of Management and Budget on or before the closing date and time. The City shall in no way be responsible for delays caused by any occurrence.

The City reserves the rights to waive irregularities, reject and/or accept any and all bids, in whole or in part, or take other such action as serves the best interests of the City.

Barb Moquin, Buyer
Office of Management and Budget

CAUTION

Bidders should take caution if United States mail or mail delivery services are utilized for the submission of bids. Internal mail distribution in City Hall frequently does not occur prior to 2:00 pm. It is suggested that you mail your response in adequate time to assure that it will arrive on the day prior to the closing date.

SPECIFICATIONS
SEALED BID #S-20030084-BM
Pre-Cast Concrete Restroom Building at Turtle Run Park

OVERVIEW

The City of Port St. Lucie desires to obtain quotations from qualified individuals, firms, and legal entities relative to the purchase, delivery, and placement, of a ADA compliant, pre-cast concrete flush toilet restroom building. The quote will be for a two-unit building with center service chase area and also for a single unit building. Building will be pre-plumbed and pre-wired and will include a utility closet on all models. The exterior walls will be split face block texture and the roof will be simulated delta rib texture. All bids should be based on the standard "Cortez" style for the double unit and the "Little Bear" style for the single unit, flushing toilet building with marine package, manufactured by CXT, Inc., or an approved equal. All models should be designed to meet the criteria herein. Calculations and Engineer's stamped drawings shall be available, for standard buildings, upon request by the City of Port St. Lucie and shall be for their sole and specific use only. The design specifications are to ensure that the selected model not only will withstand the forces of nature listed below but to provide protection from vandalism and other unforeseen hazards and meet all requirements for permitting by the City of Port St. Lucie Building department.

INTENT

It is the intent of the City to procure, at this time, a two-unit pre-cast concrete flushing restroom building with marine package for Turtle Run Park, Port St. Lucie. This will include purchase of pre-cast building, delivery, and placement on the prepared park site base. The City will do connection of building to local utility services. A quote for a single-unit is also requested for possible future purchase and installation in other City Parks.

I. GENERAL REQUIREMENTS

1.1 Invitation to Bid - All requirements contained in the Invitation to Bid are hereby incorporated in this specification.

1.2 Cost of Preparation of Bid - The City will not be responsible for any cost incurred by any Bidder in the preparation of his/her bid.

1.3 Examination of Drawings and Contract Documents - Bidders shall thoroughly examine this specification and all other drawings, documents or other materials referred to herein and conduct such investigations and visits as may be necessary to thoroughly inform themselves regarding existing plant, facility, personnel and other conditions relative to compliance with this specification. No plea of ignorance by the Bidder of conditions that exist or that may hereafter exist, as a result of failure or omission on the part of the Bidder to make said investigations and visits, and/or failure to fulfill in every detail the requirements of this specification and documents promulgated therein, will be accepted as a basis for varying the requirements of the City or the compensation of the Selected Bidder(s).

1.4 Bid Price - Bidders must agree to furnish all item(s) that are awarded to them as a result of their response to this specification at the price(s) indicated on their respective Bid Reply Sheet. Bidders shall

guarantee that said price(s) will be firm, not subject to escalation, for the 90 days after bid opening period. Submittal of a bid shall be prima facie evidence of the Bidder's intent to comply with this requirement. Any bid submitted with escalation clauses shall be rejected.

1.5 Qualifications - Bidders shall have the necessary organization, experience, capital, and equipment to carry out the provisions of the contract to the satisfaction of the City. References from existing accounts, financial statements, list of projects recently completed and in process, major equipment available for this project, and experience of the principal members of the Bidder's organization must be available upon request.

1.6 Award of Contract - The City shall take measures as deemed necessary to determine the ability of the Bidder to perform the obligations of the Contract. The City may reject any bid where an investigation of the available information indicates a Bidder is not the most qualified to perform the obligation of the Contract. The City may require a Bidder to furnish additional statements of qualifications. The following criteria may be used to select the bid that will provide the best value to the City:

- ◆ Bidder has sufficient financial resources to complete the order.
- ◆ Can meet quoted delivery considering all other business commitments.
- ◆ Has a satisfactory record of performance.
- ◆ Has adequate staffing to fulfill requirements.
- ◆ Has the necessary production, technical equipment and facilities (or ability to readily obtain them).
- ◆ Has necessary organization experience, operational controls, and technical skills (or ability to readily obtain them).
- ◆ Bidder is a manufacturer, supplier, authorized distributor or vendor for the requirement.
- ◆ The Bidder is qualified and eligible to receive an award under applicable laws and regulations.
- ◆ Has bid within a competitive price range in relation to the needed goods, services or construction.
- ◆ The skill and experience demonstrated by the bidder in performing contracts of a similar nature.
- ◆ The bidder's past performance with City.
- ◆ Has met all requirements of the solicitation (delivery, quality and price).
- ◆ Has met bounds of commonality. Absolute conformity is not required, just substantial or material compliance.
- ◆ Has met bid security requirements. Lack of security, where required, is a material nonconformity.
- ◆ Price: The element of price is but one of the criteria elements. When considering a proposal:
 - Evaluate the pricing offered by the bidder, consider lifecycle costing, depreciation, and service contracts.
 - Determine what proposal provides the best value to the City.

The award date is the date that City Council executed the motion to award the bid regardless of the date bidder received the notification of award. Notification of the award may be given by e-mail, facsimile, U.S. mail system, courier or on the web site.

1.7 Variances to Specifications - Bidders must indicate any variances to the Specifications. Additionally, if bids are based on alternate products, Bidder must indicate the manufacturer's name and number of the alternate item(s) being offered and attach appropriate specifications. If variations and/or

alternates are not stated in Bidder's reply, it shall be construed that the bid fully conforms to the specifications.

1.8 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 and/or the Florida Division of Safety, whichever is applicable.

1.9 Submittal of Bid - Unless otherwise provided herein, all bids shall be submitted by completing and returning the Bid Reply Sheet and any other documentation which is required by this bid. The Bid Reply Sheet must be typed or printed and signed in black ink. The individual signing the bid must initial all changes. Bidders shall submit one (1) original and two (2) copies of the required bid documents. The documents must be returned in an envelope marked with the bid number, title of bid, date and time of opening, and the vendor's name on the outside of the envelope. Responses by telephone, telegram or facsimile shall not be accepted.

1.9.1 Right to Reject - The City reserves the right to waive irregularities, reject and/or accept any and all bids, in whole or in part, to solicit and re-advertise for new bids, abandon the project in its entirety, or take other such action as serves the best interests of the City.

1.9.2 Timeliness of Submittal - All bids must be received by the date and time specified above, when they will be opened and publicly read aloud. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered. It is the sole responsibility of the Bidder to ensure that his or her bid reaches the Office of Management and Budget (located on the 3rd Floor, Suite 390, of Building "A") on or before the closing date and time. The City shall in no way be responsible for delays caused by any occurrence.

1.9.3 Bid Opening Extension - The City reserves the right to extend the bid opening date when no responses or only one (1) response is received. The City will return the received response unopened.

1.9.4 Checklist - Bidders are requested to return the attached Checklist that is contained in the bid package with the Bid Reply Sheet.

1.10 Shipping Terms - Bidders shall quote F.O.B. Destination.

1.11 Payment Terms - Cash terms shall be Net 30 Days or Purchasing Card. The payment period shall be calculated from the date acceptable invoices are received and approved as required by the contract or the date goods and/or services are received and accepted, whichever last occurs. Cash discounts for using the Purchasing Card will be considered when evaluating bids.

PLEASE NOTE

The City has implemented a Purchasing Card Program. The Selected Bidder can take advantage of this program and in consideration receive their payment within several days instead of the City's policy of Net 30 Days After Receipt of Invoice. Any percentage off the bid price for the

acceptance of Visa will be considered in the bid award. If no such percentage is given, the City shall assume 0% discount applies.

Bidders are requested to state on the Bid Reply Sheet if they will honor the VISA Purchasing Card. In the event of failure on the part of the Bidder to make this statement the City shall assume the purchase or contract price shall be governed by the Net 30 ARI.

1.12 Execution of Contract or Purchase Order - Selected Bidder will be required to execute a Standard City Contract within ten (10) days after notification by the City that contract is available and thereafter comply with the terms and conditions contained therein. No contract shall be considered binding upon the City until it has been properly executed.

1.13 Failure to Execute Contract - Failure on the part of the Selected Bidder to execute the Contract as required will be just cause for the annulment of the award.

1.14 Subletting or Assigning of the Contract - The Selected Bidder shall not sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein, to any person, firm or corporation without the written consent of the City. Each Bidder shall list all subcontractors and the work provided by the suppliers in the area provided on the Bid Reply Sheet.

1.15 Time of Award - The City reserves the right to hold proposals and bid guarantees for a period not to exceed 90 days after the date of the bid opening stated in the Invitation to Bid before awarding the Contract. Contract award constitutes the date that City Council votes to approve the bid award.

1.16 Public Entity Statement - A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.16.1 Discrimination - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.18 City's Public Relations Image - Selected Bidder's personnel shall at all times handle complaints and any public contact with due regard to the Municipality's relationship with the public. Any personnel in the employ of the Selected Bidder involved in the execution of work that is deemed to be conducting

themselves in an unacceptable manner shall be removed from the project at the request of the City Manager, or his/her designee.

1.19 Patent Fees, Royalties, and Licenses - If the Selected Bidder requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Selected Bidder 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. Selected Bidder 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.

1.20 Tie Bid Statement - Identical tie bids, in accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the City 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. Please submit the form that is enclosed with your bid response.

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

1.22 Material Safety Data Sheets - The Selected Bidder is required to provide a copy of the Material Safety Data Sheets (MSDS) for all chemicals used in the execution of their work in compliance with Chapter 442, Florida Statutes. The MSDS must be maintained by the user agency.

1.23 Florida Produced Lumber - Selected Bidder agrees to comply with the provisions of Section 255.20, Florida Statutes, and as may be amended from time to time.

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

1.24.1 The Selected Bidder will be required to file a **W9 Taxpayer Identification Form** with the City. This form must be submitted and received by the City's Finance Department before payment can be authorized.

1.25 Familiarity with Laws - The Selected Bidder is assumed to be familiar with all Federal, State and local laws, ordinances, rules and regulations that may affect the work. Ignorance on the part of the Bidder will in no way relieve him from responsibility.

1.26 Damage to Property - The Selected Bidder 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 Selected Bidder, it shall be immediately restored to a condition equal to or better than existing before such damage or injury was done by Selected Bidder, and at Selected Bidder's expense. The Selected Bidder'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: Mark Maintenance Center
(301) 443-8319

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

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

2. SPECIAL REQUIREMENTS

2.1 Implied Warranty of Merchantability - Despite statements to the contrary, it is understood that the implied warranty of merchantability and fitness for the specified purpose are not disclaimed.

2.2 Warranty and Guarantee - All products furnished by the Selected Bidder(s) shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the Selected Bidder(s) to be free of defects in workmanship and material for a period of not less than 365 days; said period to commence upon the date products are installed, or accepted by the City, whichever last occurs.

2.2.1 Repair or Replacement - Should any defect appear during this period, the Selected Bidder shall, at their expense, have repaired or replaced such item upon receipt of written notice from the City of said defect. Said repair or replacement must be accomplished within 14 days after receipt of notification from the City of the defect.

2.3 Samples - Samples of items, when required, must be furnished free of expense and, if not destroyed, will upon request, be returned at the Bidder's expense. Request for the return of samples must be made within 30 days following opening of bids. Each individual sample must be labeled with Bidder's name, bid number, and item number. Failure of Bidder to either deliver required samples or to

clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Office of Management and Budget.

2.4 Delivery - Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in the space provided on the Bid Reply Sheet. Delivery time may become a basis for making an award. A pre-delivery meeting with Parks and Recreation Department personnel and Awarded Bidder will be scheduled as soon as possible after award is made.

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

2.6 Discrepancies - If, in the course of performing work resulting from an award under this specification, the Selected Bidder finds any discrepancy between the area defined in these specifications and the actual area where work is being performed, the Selected Bidder shall discontinue work on the subject area and inform the Contract Supervisor of the discrepancy. The Selected Bidder shall thereafter proceed as authorized by the Contract Supervisor who will document any modification to these specifications that he authorized in writing within twenty-four (24) hours.

2.7 Suspension of Work - The City may at any time suspend work on the entire job or any part thereof by giving three (3) days written notice, signed by the Contract Supervisor, to the Selected Bidder. The Selected Bidder shall resume the work within three (3) days after a written notice to resume work, signed by the Contract Supervisor, is issued to the Selected Bidder.

2.8 Emergencies - In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Selected Bidder, or his designee, without special instruction or authorization from the City, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. In the event such actions are taken, Selected Bidder shall promptly give to the Contract Supervisor written notice of any significant changes in work or deviations from the contract documents caused thereby, and if such action is deemed appropriate by the Contract Supervisor a written authorization signed by the Contract Supervisor 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 Selected Bidder.

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

2.10 Changes in the Work - If conditions require a change in the scope of work or additional work, varying from the original Plans or Specifications, such change shall be effected by the Contractor when a written Change Order is issued by the Owner. The Change Order shall set forth in complete detail the nature of the change, the change in the compensation to be paid the Contractor and whether it is an addition or a reduction of the original total contract cost.

Compensation to be paid to the Contractor for accomplishing the work of a Change Order shall be established in one of the following ways:

- By lump sum proposed by the Contractor and accepted by the Owner.
- By unit prices established and agreed to.
- By unit prices established for additional kinds of work.
- By other methods as may be mutually agreed upon.

Compensation for Home Office overhead and other related costs shall not be allowed in extra charges. No extra work shall be completed until the Owner and Contractor have agreed, in writing, on the method and compensation for the extra work.

3. SPECIFIC REQUIREMENTS

3.1 Pre-Bid Conference - There will not be a pre-bid conference in regard to this bid request. Any questions or clarifications will be handled through the Bid Addendum process.

3.2 Location of site - The site is Turtle Run Park, 1945 SW Cameo Boulevard, City of Port St. Lucie, State of Florida.

3.3 Scope - To supply, deliver, and place a two-unit pre-cast concrete flushing toilet building at the prepared designated site at Turtle Run Park. The building will be stubbed out with water, sewer and electrical hookups. The connection of the building to the utility services will be done by the City of Port St. Lucie.

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

3.5 Specifications

ASTM C33	Concrete Aggregates
ASTM C39	Method of Test for Compressive Strength of Cylindrical Concrete Specimens
ASTM C143	Method of Test for Slump of Concrete
ASTM C150	Standard Specification for Portland Cement

ASTM C192	Method of Making and Curing Test Specimens in the Laboratory
ACI 1211.1	Recommended Practice for Selecting Proportions for Normal and Heavyweight Concrete
PCI MNL 116	Quality Control for Plants and Production of Pre-cast Pre-stressed Concrete Products

3.6 Manufacturer Criteria

The manufacturer supplying the requested pre-cast concrete flush facility must meet the following:

- 3.6.1 Manufacturer must be ISO 9001 certified at the time of bid.
- 3.6.2 Manufacturing plant must be PCI certified at the time of bid.
- 3.6.3 Manufacturer must not have defaulted on any contract within the last five years.
- 3.6.4 Manufacturer must provide stamped, engineered drawings with this Bid reply.
- 3.6.5 Manufacturer must show four examples of pre-cast concrete flush facilities produced, installed and in use as an example of their ability to perform this contract.

3.7 Design Criteria

The Port St. Lucie Parks & Recreation Department is seeking sealed bids for the purchase, delivery, installation, and connection to local utility services, of a two-unit, ADA compliant, precast concrete flush toilet restroom building with center service chase area. Unit will be pre-plumbed and pre-wired and will include a utility closet on all models. The exterior walls will be split face block texture and the roof will be simulated delta rib texture. All bids should be based on the standard "Cortez" and "Little Bear" style flushing toilet buildings manufactured by CXT, Incorporated, or an approved equal. All models should be designed to meet the following criteria. Calculations and Engineer's stamped drawings shall be included in sealed bid reply. The City of Port St. Lucie shall be the sole owner of said drawings. The design specifications are to ensure that the selected model not only will withstand the forces of nature listed below but to provide protection from vandalism and other unforeseen hazards.

- 3.7.1 Snow Load - Not applicable under this bid.
- 3.7.2 Wind Load - The selected model will withstand the effects of 130 mile per hour wind load.
- 3.7.3 Earthquake - The selected model will withstand the effects of a zone four earthquake.
- 3.7.4 Additional Design Standards - The requested model shall be designed to meet the requirements of the sixty-inch turning radius inside toilet room specified by the American with Disabilities Act Requirements and Uniform Federal Accessibility Standards as of the date of

these specifications and shall be designed to comply with the Florida Building Code and the City of Port St. Lucie Building Codes.

4. MATERIALS SPECIFICATIONS

4.1 Concrete - General

- 4.1.1 The concrete mix design will be designed to ACI 211.1 to produce concrete of good workability.
- 4.1.2 Concrete will contain a minimum of 610 pounds of cement per cubic yard. Cement will be a low alkali type I or III conforming to ASTM C 150.
- 4.1.3 Coarse aggregates used in the concrete mix design will conform to ASTM C33 with the designated size of coarse aggregate #67.
- 4.1.4 Minimum water/cement ratio will not exceed .45. Slump will not exceed 4".
- 4.1.5 Air-entraining admixtures will conform to ASTM C260. Water reducing admixtures will conform to ASTM C494, Type A. Other admixtures will not be used without the city's approval.

4.2 Colored Concrete

- 4.2.1 Color additives will conform to ASTM C979. A 12"x12"x1" color sample will be available for the city's approval.
- 4.2.2 The following will contain colored concrete:
 - 1. Toilet building roof panels
 - 2. Building walls
 - 3. Screen panels
- 4.2.3 The same brand and type of color additive will be used throughout the manufacturing process.
- 4.2.4 All ingredients will be weighed and the mixing operation will be adequate to ensure uniform dispersion of the color.

4.3 Cold Weather Concrete

- 4.3.1 Cold weather concrete placement will be in accordance with ACI 306.
- 4.3.2 Concrete will not be placed if ambient temperature is expected to be below 35 degrees F. during the curing period unless heat is readily available to maintain the surface temperature of the concrete at least 45 degrees F.
- 4.3.3 Materials containing frost or lumps of frozen materials will not be used.

4.4 Hot Weather Concrete

4.4.1 The temperature of the concrete will not exceed 80 degrees F. at the time of placement and when the ambient reaches 90 degrees F. the concrete will be protected with moist covering.

4.5 Concrete Reinforcement

4.5.1 All reinforcing steel will conform to ASTM A615. All welded wire fabric will conform to ASTM A185.

4.5.2 All reinforcement will be new, free of dirt, oil, paint, grease, loose mill scale and loose or thick rust when placed.

4.5.3 Details not shown on drawings or specified will be to ACI318.

4.5.4 Steel reinforcement will be centered in the cross-sectional area of the walls and will have at least 1" of cover on the under surface of the floor and roof.

4.5.5 The maximum allowable variation for center-center spacing of reinforcing steel will be 1/2".

4.5.6 Full lengths of reinforcing steel will be used when possible. When splices are necessary on long runs; splices will be alternated from opposite sides of the components for adjacent steel bars. Lap bars #4 or smaller a minimum of 12". Lap bars larger than #4 a minimum of 24 bar diameters.

4.5.7 Reinforcing bars will be bent cold. No bars partially embedded in concrete will be field bent unless approved by the City of Port St. Lucie.

4.6 Sealers and Curing Compounds

4.6.1 Curing compounds, if used, will be colorless, complying with ASTM C309, type I or I-D.

4.6.2 Weatherproofing sealer for exterior of building will be a clear water repellent penetrating sealer.

4.7 Caulking, Grout, Adhesive and Sealer

4.7.1 All caulking will remain flexible and non-sag at temperatures from -40 to +140 degrees Fahrenheit.

4.7.2 Interior joints will be caulked with a paint able polyurethane sealant.

4.7.3 Exterior joints will be caulked with a tripolymer sealant caulk which compliments the exterior color.

4.7.4 Grout will be a non-shrink type and will be painted to match the color of surrounding concrete as nearly as possible.

4.7.5 Epoxy concrete adhesive will be two component, rigid, non-sag gel adhesive for bonding to dry or damp surfaces, moisture insensitive.

4.7.6 Cement base coating will be formulated with a very fine aggregate system and a built in bonding agent.

4.8 Paint

4.8.1 All paints and materials will conform to all Federal specifications or be similar "top-of-the-line-components". Paints will not contain more than .06 percent by weight of lead.

4.8.2 Type of paints for pre-cast concrete restroom building:

Inside concrete surfaces:

-Interior floors will be a 1-part water based epoxy with a silica sand suspension to provide uniform texture. The color will be decided when ordering unit.

-Interior walls and ceilings will be a modified acrylic, water repellent penetrating stain. The color will be decided when ordering unit.

Metal surfaces both inside and out: -DTM ALKYD

Exterior concrete surfaces:

-Exterior slab will be clear sealer

-Exterior walls and roof will be a water-repellent penetrating stain in the same color as the walls or roof followed by a clear acrylic anti-graffiti sealer.

4.9 Grab bars

Grab bars will be 18 gauge, type 304 stainless steel with 1-1/2" clearance. Grab bars will each be able to withstand 300 pound top loading. Number of bars and location will be dictated by what is standard for a single or double unit respectively. One grab bar, 48 " or 42" is to be mounted in compliance with Title 24, in each restroom next to the toilet.

4.10 Toilet Paper Dispenser

The City will decide, provide and install the necessary amount and type of toilet paper dispenser.

4.11 Doors - Fiberglass

4.11.1 Doors will be flush panel type 1-3/4" thick, with fiberglass reinforced plastic face sheets. Color to be decided when ordering unit.

4.11.2 Door frames will be fiberglass reinforced plastic, single rabbet, the width to suit wall thickness. Three (3) rubber door silencers will be provided on latch side of frame.

4.11.3 Number of doors and location will be dictated by what is standard for a single or double unit respectively.

4.12 Door Hinges

4.12.1 Door hinges will be 3 per door with dull chrome plating 4-1/2"x4-1/2", adjustable tension, automatic-closing for each door.

4.13 Door Lockset

4.13.1 Lockset will be Schlage brand or approved equal and be keyed to match the City's master key system. Lockset will meet ANSI A156.2 Series 4000, Grade 1 cylindrical lockset for exterior door. Lockset will be U.S. 26D finish.

4.13.2 Lever handle both inside and out.

4.13.3 Either handle operates latch unless outside handle is locked by inside push-button.

4.13.4 Push-button will automatically release when inside lever handle is turned or door is closed.

4.13.5 Emergency slot on exterior so door can be unlocked from the outside with a coin, screwdriver and etc.

4.13.6 Inside lever always active.

4.14 Dead Bolt Lock

Deadbolt will be Schlage brand or approved equal, standard model with a double cylinder, 2 1/4" backset, and US26D finish. The cylinder will be a standard 1 1/8" Schlage Mortise (or approved equal) cylinder with compression ring and 626 finish.

4.15 Door Stop

Doorstop will have a cast metal base, U.S. 26D finish with gray rubber 2-7/16" diameter bumper with a 1" projection.

4.16 Double Coat Hook

Coat hook will be 304 stainless steel 16 gauge (1.5mm), formed construction with a satin finish and have 3/16"x 7/8" nail in anchor. Upper hook will extend at least 2-1/2" inches from the wall. Lower hook will extend at least 1-1/4" from the wall. There will be one in each room by the door, 48" above the floor.

4.17 Mirror

One mirror in each room, 16" x 24" stainless steel and be located behind lavatory.

4.18 Door Sweep

Door sweep will be provided at the bottom of door and will be an adjustable brush type anodized aluminum (Pemko 18062CP).

4.19 Wall Vent

Wall vent will be cast into the concrete wall. The units' frame will be C3 x 4.1 channel steel. The louver will be inverted Y. All steel will be primed and painted as defined in metal painting specification. There will be an insect screen on or attached to the louver. There will be one vent per stall on lower sidewall.

4.20 Windows

4.20.1 Windows and cleanout cover frames will be constructed from steel.

4.20.2 Lexan windows, with glazing that will be 1/2" thick translucent pebble finished polycarbonate. Window size is 2'4" high and 10" wide. Model will be Hyzod 9180. There will be 2 windows installed in each room on sidewall.

4.21 Plumbing

4.21.1 Waste and vent material will be ABS or PVC, Schedule 40 plastic pipe and will be plumbed to meet City of Port St. Lucie's Uniform Building, Plumbing and Mechanical Codes.

4.21.2 Water material will be copper tubing Type L, hard drawn. A gate valve will be provided at the inlet end of the water line. All water lines will be of a size to provide proper flushing action based on a nominal water pressure of 40 psi.

4.21.3 All plumbing will be concealed in the service area.

4.21.4 Toilet will be constructed of vitreous china, wall hung, with siphon jet action. Toilet will have a back spud for a concealed flush valve connection and will be mounted with the top of the seat 17 inches above the finished floor. Seat will be heavy duty solid plastic with an open front.

4.21.5 Flush valve will be concealed closet flush-o-meter constructed of rough brass. furnish valve with integral vacuum breaker and wall mounted push button. Valve will be of a water cover type with a flow of 1.6 gallons per flush.

4.21.6 Lavatory will be enameled cast iron with back splashguard, front overflow opening, equipped with brass trap and drainpipe without stopper. Sink will be 20 inches wide x 18 inches front to back x 6 inches deep and will be wall hung.

4.21.7 Water valve will be self-closing water set with indexed push button.

4.21.8 Hose bib will be available in the chase area.

4.21.9 A floor drain, plastic body with stainless steel grate, will be centered in each restroom, with restroom floors properly sloped to facilitate drainage.

4.21.10 A main shut-off valve and drain will be provided with plumbing.

4.22 Electrical

4.22.1 All electrical wiring will be in conduit, surface mounted in the service area and concealed in the user compartments. All wire will be copper.

4.22.2 A 100-amp breaker panel will be provided in the chase area.

4.22.3 The chase area will have, cast in both common walls, lexan windows to allow light into each toilet room with 2-each twin 4-foot ceiling mounted HO fluorescent light fixtures with lexan covers. Photocell and occupancy sensors will be used to turn lights on and off with a override switch in the chase.

4.22.4 Outdoor lights above compartment doors will be a 35 watt High Pressure Sodium, cast aluminum case with lexan covers, rated for outdoor use. Photocell controlled.

4.22.5 The hand dryer is an air compression type with remote motor unit. Push button switch located in cast aluminum nozzle housing with flexible hose connecting blower motor, housing and nozzle. Power input 120VAC, 7A (non-heated air). This is to be located in the chase area.

4.22.6 Lighting on the exterior of building will be photocell activated; interior and chase/utility room will be switch activated.

5. MANUFACTURING SPECIFICATIONS

5.1 Mixing and Delivery of Concrete

Mixing and delivery of concrete will be in accordance with ASTM C94, section 10.6 through 10.9 with the following additions:

5.1.1 Aggregate and water will be adjusted to compensate for differences in the saturated surface-dry condition.

5.1.2 Concrete will be discharged as soon as possible after mixing is complete. This time will not exceed 30 minutes.

5.2 Placing and Consolidating Concrete

Concrete will be consolidated by the use of mechanical vibrators. Vibration will be sufficient to accomplish compaction but not to the point that segregation occurs.

5.3 Finishing Concrete

5.3.1 Interior floor and exterior slabs will be floated and troweled. A light broom finish will be applied to the exterior and interior slabs.

5.3.2 All exterior building walls and exterior screen walls will be a split face block texture.

5.3.3 All exterior surfaces of the roof panels will be cast to simulate a ribbed metal roof. The underside of the overhang will have a smooth finish.

5.4 Cracks and Patching

5.4.1 Cracks in concrete components which are judged to affect the structural integrity of the building will be rejected.

5.4.2 Small holes, depressions and air voids will be patched with a suitable material. The patch will match the finish and texture of the surrounding surface.

5.4.3 Patching will not be allowed on defective areas if the structural integrity of the building is affected.

5.5 Curing and Hardening Concrete

Concrete surfaces will not be allowed to dry out from exposure to hot, dry weather during initial curing period.

6. FINISHING SPECIFICATIONS

6.1 Structural Joints

6.1.1 Wall components will be joined together with two-welded plate pairs at each joint. Each weld plate will be 6" long and located one pair in the top quarter and one pair in the bottom quarter of the seam. Weld plates will be anchored into the concrete panel and welded together with a continuous weld. The inside seams will be a paintable caulk. The outside seams will use a caulk in a coordinating building color or clear.

6.1.2 Walls and roof will be joined with weld plates, 3"x 6", at each building corner.

6.1.3 The joint between the floor slab and walls will be joined with a grout mixture on the inside, a matched colored caulk on the outside and two weld plates 6" long per wall.

6.2 Painting/Staining

6.2.1 An appropriate curing time will be allowed before paint is applied to concrete.

6.2.2 Some applications may require acid etching. A 30% solution of hydrochloric acid will be used, flushed with water and allowed to thoroughly air dry.

6.2.3 Painting will not be done outside in cold, frosty or damp weather.

6.2.4 Painting will not be done outside in winter unless the temperature is 50 degrees F. or higher.

6.2.5 Painting will not be done in dusty areas.

6.2.6 Schedule of finishes:

6.2.6.1 Inside concrete surfaces:

Inside floors will be 1 coat of 1-part water based epoxy with a silica sand suspension to provide uniform texture.

Interior walls and ceilings will be 2 coats of a modified acrylic, water repellent penetrating stain, followed by 1 coat of clear sealer.

6.2.6.2 Metal surfaces both inside and out:

2 coats of DTM ALKYD

6.2.6.3 Exterior concrete surfaces:

Exterior walls will be 2 coats of water repellent penetrating stain in the same color as the walls or roof followed by 1 coat of clear acrylic anti-graffiti sealer.

7. TESTING SPECIFICATIONS

The following tests will be performed on concrete used in the manufacture of pre-cast concrete restroom buildings. All testing will be performed in a PCI certified laboratory. Testing will only be performed by qualified individuals who have been certified ACI Technician Grade 1. Sampling will be in accordance with ASTM C172.

7.1 The slump of the concrete will be performed on the first batch of concrete in accordance with ASTM C143. This slump will be in the 3"- 4" range.

7.2 The air content of the concrete will be checked per ASTM C231 on the first batch of concrete. The air content will be in the range of 5.5% +/- 1%.

7.3 The compressive strength of the cylinders will be tested to ASTM C39. The manufacturer will make one (1) cylinder for release, one (1) for 7 days and one (1) for 28 days. The release must be a minimum strength of 2500 psi, the 7-day must be a minimum of 4500 psi and the 28-day must be a minimum of 5000 psi.

7.4 A copy of all test reports will be available to the City of Port St. Lucie as soon as 28-day test results are available.

8. INSTALLATION SPECIFICATIONS

8.1 Scope of Work

Successful bidder will transport restroom unit to specified site, place on City prepared base, complete processes to install restroom building on prepared gravel foundation/base. The building will have stubbed out utility hookups. The utility connections will be done by the City.

8.2 Location - It will be the responsibility of the City of Port St. Lucie to:

8.2.1 Provide exact location by stakes or other approved method.

8.2.2 Provide clear and level site free of overhead and/or underground obstructions.

8.2.3 Provide access to the site for truck delivery and sufficient area for the crane to install and the equipment to perform the contract requirements.

8.2.4 Water, electrical, and sewage site connections to be placed per manufacturer's drawings and will be placed to easily connect to the building. The City will provide for the connection of building to site utility services.

8.2.5 City will work with successful bidder to deal with any roadway obstacles that may exist regarding to transporting unit, i.e. low bridges, roadway conditions, within the City limits.

8.3 Compacting

The bottom of the area will be compacted after it has been dug out. After the base has been placed, it will be compacted as well. The bearing of the soil and base will be a minimum of 1,500 pounds per square foot.

8.4 Race

After compacting the bottom of the area, a minimum of 6" of a compacted, 1/2" minus material base of gravel (i.e. road base) will be placed for support, leveling and drainage purposes. The base will be confined so as to prevent washout, erosion or any other undermining.

8.5 Access to Site

Delivery to site made on normal highway trucks and trailers. If at the time of delivery conditions of access are hazardous or unsuitable for truck and equipment due to weather, physical constraints, roadway width or grade, the City of Port St. Lucie will provide, if possible, an alternate route with better access provided to ensure a safe and quality installation. In any such case, additional costs for cranes, trucking, and etc. will be charged to the city's account, with prior approval of the city.

9 ADDITIONAL SPECIFICATIONS

9.1 Transporting and Placement of Restroom Building

Transportation of the restroom building to the actual park site will be provided FOB Destination and title will not pass until the building is successfully installed on the site and accepted by the City in writing. Cost of said transportation will be included in bid price.

A suitable crane properly rigged and of sufficient size and strength to safely lift the restroom building and set onto the City provided crushed stone base will be used and included in bid price as well as any other equipment or tools needed for this process.

9.2 Material Package Inclusions

- Stainless steel weld plates instead of plain steel.
- Stainless steel wall vents instead of plain steel.
- Stainless steel window frames instead of plain steel.
- Fiberglass doors and composite frames instead of plain steel.

9.3 Brochures of Buildings – Brochures for the specified buildings should be included with bid reply

10. BID, PERFORMANCE AND PAYMENT BOND REQUIREMENTS

10.1 Proposal Guaranty - A Bid Bond, certified check, cashiers check, or cash, in a sum of not less than 5% of the amount of the bid, made payable to the "City of Port St. Lucie", shall accompany each proposal as a guarantee that the Selected Bidder will execute the required contract and promptly deliver the required Insurance Certificates, and other documentation required by these Specifications. Bid Bonds must be executed by a fully authorized Surety licensed by the State of Florida. The failure on the part of the Bidder to comply with this requirement will be cause for the rejection of the bid. The Payment and Performance Bonds will be subject to the provisions and limitations of Section 255.05 of the Florida Statutes.

10.2 Return of Proposal Guaranty - After the bid prices have been compared, the Purchasing Agent may, at his/her discretion, return the guaranty deposit accompanying such proposals as in his/her judgment would not likely be considered in making the award. All other proposal guaranties will be held until the contract has been executed, and all required Performance and Payment Bonds provided, after which they will be returned to the respective Bidder's whose proposals they accompanied.

10.3 Execution of Contract - After the recipient of an award has been determined and necessary approvals obtained, the City will prepare a formal Contract to be executed by the parties. The Contract will be in substance the same as the Contract given to the Bidder with these Specifications. The Selected Bidder shall execute the Contract, deliver the required Insurance Certificates, and other documentation, and furnish an acceptable Performance and Payment Bond complying with the statutory requirements set forth in Chapter 255.05, Law of Florida, in the amount of 100% of the contract price. The Municipality will execute the Contract, it being agreed and understood that the Municipality will not be bound unless and until the Contract has been executed by its duly authorized and elected officers. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in effect until one (1) year after work required has been completed and accepted by the Municipality.

10.4 Failure to Execute - The failure on the part of the Selected Bidder to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation will be cause for the annulment of the award. In the event of the annulment of the award, the amount of guaranty deposited with the proposal will be retained or be paid upon demand to the Municipality, not as a forfeiture, but rather as liquidated damages for the breach of the Contract, it being agreed to by each Bidder in advance that the Municipality will sustain certain damages by reason of the failure of the Bidder to sign the Contract and/or deliver the required Insurance Certificates and other documentation and that such damages equal the amount of the bid security, or exceed the same, and in no event shall the bidder thereafter be permitted to contest to the contrary and does waive such right upon submitting a bid.

11. INSURANCE REQUIREMENTS - Bidders are required to submit a copy of their current insurance certificates with the Bid Reply Sheet.

11.1 Indemnification - The Selected Bidder shall indemnify, defend and hold harmless the City, its representatives, employees and elected and appointed officials, from and against all claims, costs, demands, legal fees, costs of action, losses, damages or other expenses arising as a result of any negligent act, conduct, error or omission by the City, its agents, or employees in the performance of this contract or occasioned wholly or in part by any negligent act, conduct, error or omission by the Selected Bidder, or its agents, employees or subcontractors, in the performance of this Contract. As consideration for this indemnity provision the Selected Bidder shall be paid the sum of ten dollars (\$10.00) which will be invoiced and paid prior to commencement of work. The Selected Bidder shall be responsible to provide a separate invoice that shall be submitted with the signed Contracts, or, if a Purchase Order is issued, the Selected Bidder shall remit this invoice with their Insurance Certificates

11.2 Worker's Compensation - The Selected Bidder shall agree to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440.

11.3 Business Auto Policy - Selected Bidder shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles. In the event, the Bidder does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Bidder to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be fulfilled by way of endorsement on the Commercial General Liability, or separate Business auto Coverage form.

11.4 Commercial General Liability - Commercial General Liability for public liability during the lifetime of this contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the City shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

11.5 Additional Insured Requirements - Except as to Workers' Compensation and Employers' Liability, said Certificate(s) shall clearly state that coverage required by the contract has been endorsed to include the City of Port St. Lucia, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026 Designated Person or Organization endorsement, or similar endorsement, to its Commercial General Liability. The name for the Additional Insured endorsement issued by the insurer shall read "City of Port St. Lucia, political subdivision of the State of Florida, its officers, employees and agents. Contract and Bid number. The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this agreement to exceed the above limits, the Selected Bidder 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.

11.6 Waiver of Subrogation - Selected bidder 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 agreement to waive subrogation without an endorsement then bidder 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 bidder enter into such an agreement on a pre-loss basis.

11.7 Subcontractors - It shall be the responsibility of the Selected Bidder to insure that all subcontractors comply with the same insurance requirements referenced above.

11.8 Deductible Amounts - All deductible amounts shall be paid for and be the responsibility of the Selected Bidder for any and all claims under this contract.

11.9 Certificate(s) of Insurance - Immediately following notification of the award of this Agreement, bidder shall agree to deliver to the City a Certificate(s) of insurance evidencing that all types and amounts of insurance coverage is required by this Bid have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty-(30) day endeavor to notify due to cancellation or non-renewal of coverage. In the "Description of Operations" Certificate shall list Contract # 20030004 B.M. for Pre cast Concrete Restroom Building at Turtle Run Park.

11.10 Umbrella or Excess Liability - Selected bidder may satisfy the minimum limits required above for other Commercial General Liability, Business Auto Liability, and Employer's 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 Employer's 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."

11.11 Right to Review - The City by and through its Risk Management Department reserves the right, but not the obligation, to review and reject any insurer providing coverage.

12. ADDITIONAL INFORMATION

12.1 Brand Names - The use of any manufacturer's name, trade name, brand name, or catalog number in this specification is for the sole purpose of describing and establishing the minimum requirements for levels of quality, standards of performance and design required, and is in no way intended to prohibit the bidding of any other manufacturer's items of equal quality. The Project Supervisor or his/her designee shall be the sole judge of the equality of alternate products proposed and his/her decision shall be final.

12.2 Collusion - The City reserves the right to disqualify bids, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder. More than one (1) bid from an individual, partnership, corporation, association, firm, or other legal entity under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is interested in more than one (1) proposal for the same work will be cause for rejection of all proposals in which such Bidders are believed to be interested. Any or all proposals will be rejected if there is any reason to believe that collusion exists among the Bidders.

12.3 Withdrawal of Bids - A Bidder may withdraw his bid without prejudice to himself no later than the day and hour set in the "Invitation to Bid" by communicating his purpose in writing to the City at the address given in the "Invitation for Bid". When received, it will be returned to him unopened.

12.4 Bid Information - For information concerning procedures for responding to this bid, contact Barb Moquin at (772) 871-5224. All questions are to be submitted in writing no later than 10 days prior to Bid opening date. Such contact is to be for clarification purposes only. To ensure fair consideration for all bidders, it must be clearly understood that Barb Moquin is the only individual who is authorized to represent the City. Questions submitted to any other person in any other department will not be addressed. Additionally, the City prohibits communications initiated by a bidder to any City Official or employee evaluating or considering the bids (up to and including the Mayor and City Council), prior to the time an award decision has been made.

It is the responsibility of the Bidder to receive any and all bid information and documents. Material changes, if any, to the scope of services, or bidding procedures will be transmitted only by addendum by DemandStar.com. The Bidder, in turn, shall acknowledge receipt of the addendum by marking the Bid Reply Sheet with the Addendum number and the date of issuance. The City will not be responsible for any interpretation, other than those transmitted by Addendum to the bid, made or given prior to the bid award. The Bidder is responsible for verifying they have received all Bid Addenda.

The City of Port St. Lucie shall not be responsible for providing said addenda to potential bidders who receive a bid package from other sources.

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Bid Reply Sheet
Sealed Bid #20030684-BM
Pre-Cast Concrete Restroom Building at 10000 10th St. N.

1. **COMPANY NAME:** _____
DIVISION OF: _____
PHYSICAL ADDRESS: _____
MAILING ADDRESS: _____
CITY, STATE, ZIP CODE: _____
TELEPHONE NUMBER: () _____ FAX NO. () _____
CONTACT PERSON: _____ E-MAIL: _____

2. **ORGANIZATIONAL PROFILE:** (complete all appropriate information)

Is the firm incorporated? Yes--No If yes, in what state? _____

 President

 Secretary

 Treasurer

How long in present business: _____ How long at present location: _____

Is firm a minority business: Yes--No; Does firm have a drug-free workplace program: Yes--No
 If no, is your company planning to implement such a program? _____

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

Addendum Number	Date Issued

4. **VENDOR'S LIST** - If your company offers commodities other than the one specified for this bid, and you wish to be put on the vendor's list, please contact DemandStar.com at (800) 711-1712. Bid Tabulation Reports are advertised on the City's Web Site at www.Cityofpsd.com.

5. BID RESPONSE:

5.1 Bidder will / will not accept the Procurement Card (Visa).
(please circle one)

5.2 Percentage of discount when payment is made with Visa: _____ %

Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item offered shall be shown, and such price shall include packing and shipping unless otherwise specified. A total shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will be presumed correct.

Item #	Description	Amount Single Unit Restroom Bldg.	Amount Two-Unit Restroom Bldg.
1	Pre-Cast Restroom	\$	\$
2	Delivery of Restroom Unit	\$	\$
3	Placement of Unit on Provided Base	\$	\$
4	Marine Package	\$	\$
	TOTAL COST⇒	\$	\$
5	Number of Days for Delivery from receipt of Purchase Order⇒		

6. INSURANCE CERTIFICATES - Bidders are required, in accordance with Section 5, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain.

7. COMPLETION OF FORM - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals and bid guarantees for a period not to exceed 90 days after the date of the bid opening stated in the Invitation to Bid before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the bid.

8. AGREEMENT - Bidder agrees to comply with all requirements stated in the specifications for this bid.

9. CERTIFICATION

This bid is submitted by: Name (print) _____ who is an officer of the above firm duly authorized to sign bids and enter into contracts. I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid.

Signature

Date

If a corporation renders this Bid, the corporate seal attested by the secretary shall be affixed below. Any agent signing this Bid shall attach to this form evidence of legal authority.

(THIS IS A SAMPLE ONLY - DO NOT EXECUTE)

**CITY OF PORT SAINT LUCIE
CONTRACT FORM**

This CONTRACT, executed this _____ day of _____, 2003, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and name of contractor, address, Telephone No. () _____ Fax No. () _____, hereinafter called "Contractor", party of the second part.

RECITALS

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

CONTRACT SUPERVISOR

As used herein the contract supervisor shall mean Brad Keen, at (772) _____, or his designee.

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

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications made a part of this Contract is "Pre-Cast Concrete Flush Toilet Restroom Building at Turtle Run Park in Bid #20030084-BM, and drawings (if any), sheets number _____ thru _____ as referred to therein.

**SECTION II
TIME OF PERFORMANCE**

Contract period shall commence _____ and terminate _____. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Contract Supervisor until all work specified in the bid specifications has been rendered.

**SECTION III
COMPENSATION**

The total amount to be paid by the City to the Vendor is _____, which amount includes the ten dollar (\$10.00) payment for indemnification as provided in Section V herein. Payments will be disbursed in the following manner: Visa or in full upon completion of service provided Contract Supervisor approves invoice as provided in Section XII. Contractor shall invoice the City for the amount of the indemnification payment and said invoice shall accompany the signed Contracts.

The Contractor shall not be paid additional compensation for any and/or 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.

Payments shall be made within thirty (30) days of receipt of Contractor's invoice, unless contractor has chosen to take advantage of the Purchasing Card Program which guarantees payment within 30 days. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and approved by Contract Supervisor as provided in Section XII.

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

All invoices and correspondence relative to this contract must contain the Purchase Order number and contract number.

SECTION IV CONFORMANCE WITH BID

It is understood that the materials and/or work required herein are in accordance with the bid made by the Contractor pursuant to the Invitation to Bid and Specifications on file in the Office of Management and Budget 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 V INDEMNIFICATION/INSURANCE

The Contractor shall indemnify, defend, and hold harmless the City, its representatives, employees and elected and appointed officials, from and against all claims, cause, demands, legal fees, cost of action, interest, damages or other expenses occasioned by any negligent act, conduct, error or omission by the City, or its agents, employees or subcontractors, in the performance of this contract, or occasioned wholly or in part by any negligent act, conduct, error or omission by the Contractor, or its agents, employees or subcontractors, in the performance of this contract. As consideration for this indemnity provision the Contractor shall be paid the sum of ten dollars (\$10.00) which will be added to the contract price, and paid prior to commencement of work.

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's, 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 Contractor shall agree to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statutes Chapter 440. Coverage must include Employers' Liability with a minimum limit of \$100,000 each.

Selected Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all 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

Contractor shall comply with Florida Statute 310.04, et seq. (Florida Statute 310.04, et seq.) This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto or Umbrella policy.

Commercial General Liability for public liability during the term of this contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Society Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Completed Operations, Contractual Liability, and Broad Form Property Damage Endorsements. Coverage shall not include or exclude or modification endorsement for Contractual Liability or Other Liability. Coverage for the hazards of explosion, collapse and underground property damage (ACU) shall also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the City shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

Except as to Workers Compensation and Employers Liability, said Certificate(s) shall clearly state that coverage required by the contract has been endorsed to include the City of Fort St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2020-Designated Person or Organization endorsement, or similar endorsement, to its Commercial General Liability. The name for the Additional Insured endorsement issued by the insurer shall read "City of Fort St. Lucie, political subdivision of the State of Florida, its officers, employees and agents, and Contract #20030034. The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this agreement 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.

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 agreement 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 an agreement on a pre-loss basis.

It shall be the responsibility of the Contractor to insure that all subcontractors comply with the same insurance requirements referenced above.

All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this contract.

Selected Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's 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 Employer's 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 the obligation, to review and reject any insurer providing coverage.

**SECTION VI
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS**

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

**SECTION VII
WORK CHANGES**

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

**SECTION VIII
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 work done are to comply with all local, state and federal laws and regulations.

**SECTION IX
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. On completion of the work, Contractor shall remove all Contractors' equipment and all excess materials, and put the work area in a neat, clean and sanitary condition.

**SECTION X
NOTICE OF PERFORMANCE**

When required materials have been delivered and required work performed Contractor shall submit a request for inspection in writing to the Contract Supervisor.

SECTION XI
DELIVERY DOCUMENTATION

Where contract provides in whole or in part for the sale and purchase of materials Contractor shall prepare delivery tickets in duplicate for each shipment of material delivered to the City. The delivery ticket shall be signed by the Contract Supervisor or his/her designee receiving the material. One copy shall be given to the Contract Supervisor or his/her designee with the material. The contractor shall retain one copy, and one copy shall accompany the Contractor's invoice.

SECTION XII
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 make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the contract documents and that the material and work is entirely satisfactory, the Contract Supervisor shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section III. If, on such inspection the Contract Supervisor is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Contract Supervisor. Such examination, inspection, or tests made by the Contract Supervisor, at any time, shall not relieve Contractor of his responsibility to remedy any deviation, deficiency, or defect.

SECTION XIII
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.

SECTION XIV
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 XV
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.

SECTION XVI
ASSIGNMENT

Contractor shall not delegate, subcontract 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 XVII
TERMINATION, DELAYS AND LIQUIDATED DAMAGES

A. **Termination 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, or as modified or provided in this contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. On 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 therefor.

B. **Liquidated Damages for Delays.** If material is not provided or work is not completed within the time stipulated in this contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City one hundred dollars (\$100.00) as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be liable to the City for the amount thereof.

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

**SECTION XVIII
LAW AND VENUE**

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

**SECTION XIX
REIMBURSEMENT FOR INSPECTION**

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

**SECTION XX
APPROPRIATION APPROVAL**

The Contractor acknowledges that this contract is subject to approval by City Council of budget appropriation for the contract period beyond September 30th of this year. The Contractor agrees that, in the event such appropriation is not forthcoming, this contract may be terminated by the City and that no charges, penalties or other costs shall be assessed.

**SECTION XXI
RENEWAL OPTION**

The City reserves the right to use this bid for future needs upon mutual approval for the next five (5) years.

**SECTION XXII
ENTIRE AGREEMENT**

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

IN WITNESS WHEREOF, the parties have executed this contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

ATTEST:

By: _____
City Clerk

By: _____
Authorized Representative of (company name)

State of: _____

County of: _____

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

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

WITNESSED my hand and official seal, this _____ day of _____, 2000.

Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(2000)

DRUG-FREE WORKPLACE FORM

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

(Name of Business)

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

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

Bidder's Signature

Date

ADVERTISEMENT
Scaled Bid #20030094-BM
Pre-Cast Concrete Kennel Building at Fort Marion Park

Name of Bidder: _____

This checklist is provided to assist bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid response fully compliant. This checklist is only a guideline. It is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

_____ Bid Reply Sheet with proper signature and notarized.

_____ Mailing envelope has been addressed to: City of Port St. Lucie
Office of Management & Budget
121 SW Fort St. Lucie Boulevard
Port St. Lucie, FL 34984

_____ Mailing envelope must be sealed and identified with:

- Bidder Name and Address
- Bid Number
- Bid Title
- Bid Opening Date & Time

_____ Drug-Free Workplace Form

_____ All pricing has been mathematically reviewed and all corrections have been submitted

_____ All price extensions and items have been thoroughly checked.

_____ Each Bid Attachment (when issued) is acknowledged.

_____ Copy of Insurance Certificates in accordance with contract.

_____ BIDS in accordance with specifications

_____ One (1) original and two (2) copies of requests for information

_____ List of Projects

_____ List of Subcontractors and their profiles per contract

_____ Requested plans and designs.

_____ Structures of Buildings

THIS FORM MUST BE RETURNED WITH YOUR BID REPLY SHEET

CONTRACT EXTENSION FORM

DATE: September 15, 2005
CONTRACT #: 20030084-BM
CONTRACTOR'S NAME: CXT PRECAST PRODUCTS, INC.
CURRENT EXPIRATION: SEPTEMBER 30, 2005
REVISED EXPIRATION: SEPTEMBER 30, 2006

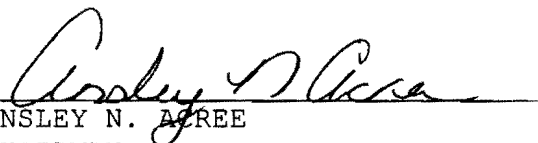
The above contract is hereby extended pursuant to Section XXI until the date indicated above. All other terms and conditions of the original contract and/or Addenda are unchanged, with the exception that the County's performance and obligation to pay is contingent upon an annual appropriation by the Board of County Commissioners for the period of this contract beyond September 30 of this year.

As a result of the Contractor's offer to provide the "Renewal Option" as specified in the original contract, the following modifications to the original contract will become effective October 1, 2005.

1. The Contract is extended to include the period October 1, 2005 through September 30, 2006.
2. Prices applicable to the above period will be as stated in original contract.
3. All other terms and conditions of the original contract and or Addenda apply.

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

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



ANSLEY N. AGREE
CHAIRMAN

ATTEST:

[Signature]
JOHN A. CRAWFORD
EX-OFFICIO CLERK

APPROVED AS TO FORM BY THE
NASSAU COUNTY ATTORNEY:

[Signature]
MICHAEL S. MULLIN

CXT PRECAST PRODUCTS, INC.
A division of L. B. Foster Co.

[Signature]
BY: GARY T. BURGER
Its: NATIONAL SALES MANAGER

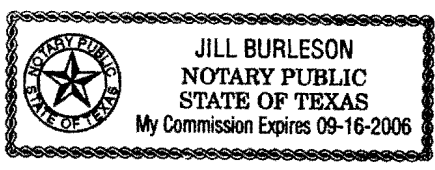
STATE OF Texas
COUNTY OF Hill

Before me personally appeared, Gary T. Burger, who is personally known to me or produced _____ as identification, known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 16th day of September, 2005.

[Signature]
Notary Signature

Notary-Public-State of Texas at large
My Commission expires: 9-16-06



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IMPORTANT!

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Tracking number 846399542096
Signed for by F.REDULKE
Ship date Sep 22, 2005
Delivery date Sep 23, 2005 9:35 AM

Reference
Delivered to
Service type
Weight

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 DOCUMENTS
 Receptionist/Front Desk
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Sep 23, 2005	9:35 AM	Delivered	
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	7:34 AM	At local FedEx facility	WACO, TX
	5:06 AM	At dest sort facility	AUSTIN, TX
Sep 22, 2005	4:26 AM	Departed FedEx location	MEMPHIS, TN
	11:45 PM	Departed FedEx location	MEMPHIS, TN
	10:51 PM	Arrived at FedEx location	MEMPHIS, TN
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	6:12 PM	Picked up	JACKSONVILLE, FL

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<input type="text"/>	English	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>	English	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>	English	<input type="checkbox"/>	<input type="checkbox"/>

Select format: HTML Text Wireless

Add personal message:

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8:21 It was moved by Commissioner Marshall, seconded by Commissioner Vanzant and unanimously carried to approve to authorize the purchase of the Cortez Flushing Toilet Building in the amount of \$34,593.10, and authorize Chairman to sign the Condition of Sale on the restroom facility for the North End Nature Center and Marine Park, subject to the County Attorney providing a written opinion to the Board and the Clerk that it meets the piggyback provisions. Funding Source: Land and Water Conservation Fund Grant 60728572.



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. Box 1010
Fernandina Beach, Florida 32035-1010

Jim B. Higginbotham
Ansley Acree
Tom Branam
Floyd L. Vanzant
Marianne Marshall

Dist. No. 1 Fernandina Beach
Dist. No. 2 Fernandina Beach
Dist. No. 3 Yulee
Dist. No. 4 Hilliard
Dist. No. 5 Callahan

JOHN A. CRAWFORD
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

MIKE MAHANEY
County Administrator

revised
MEMORANDUM

To: Daniel Salmon, Building Maintenance Director
Cc: John Crawford, Clerk of Courts
Commissioner, Ansley Acree
Mike Mullin, County Attorney
Mike Mahaney, County Administrator
From: Sue Gottesmann-Jarzyna, Esq. *Sue Gottesmann-Jarzyna*
Date: September 13, 2005
Subject: Purchase of CXT Precast Products, Inc. – Cortez Precast
Concrete Double Flush Toilet Building, Marine Package,
for the North End Boat Ramp

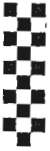
I have reviewed the package you submitted to me on the above subject. This package included:

- 1) The Original Invitation to Bid;
- 2) The Bid Tabulation Report on Vendor Responses;
- 3) The Bid Evaluation;
- 4) The Resultant Contract between the City of Port St. Lucie and CXT Precast Products, Inc.; and
- 5) Letter from the Vendor offering to honor for Nassau County the same price, under the same terms and conditions, as indicated in the contract with the City of Port St. Lucie

Since this meets all the criteria spelled out in my memo to Sam Young dated August 23, 2005 and an Amendment to same on August 26, 2005, you now have authority to enter into a Contract with CXT Precast Products, Inc. for the purchase of a Cortex Precast Concrete Double flush toilet building, Marine Package, for the North End Boat Ramp with the same price, terms and conditions as agreed to with the City of Port St. Lucie.

(904) 491-7380 or (800) 789-6673

An Affirmative Action / Equal Opportunity Employer



file



September 13, 2005

Dan Salmon
Director
Nassau County Building Maintenance Dept.
45195 Musselwhite Road
Callahan, FL 32011

Dear Dan:

CXT will honor the Port of St. Lucie contract at the current price, with the current terms and conditions for Nassau County.

All specifications, design, and scope of work of the Port of St. Lucie contract will apply.

If you have any questions or concerns please let me know,

Sincerely,

CXT Incorporated

Gary Burger
National Sales Manager

A Subsidiary of L.B. Foster Company

Precast Concrete Products

901 North Hwy 77
Hillsboro, TX 76645
Fax 254-580-9200
Phone 254-580-9100
www.cxtinc.com

Agenda Request For: August 22, 2005

Department: Parks and Recreation Department

Background: North End Nature Center and Marine Park- LWCF Project No. 12-000428.

Restroom Facility quotation for \$ 34,593.10 on the Cortez Flushing Toilet Building is as follows:

- Cortez pre-cast concrete flush toilet building, in an integral earth tone color, split face texture exterior walls and simulated delta ribbed textured roof, with interior and exterior lights, electric exhaust fans and hand dryers, Marine Package, Insta-hot hot water heaters, stainless steel mirror, and with vitreous china fixtures, pre plumbed and pre wired. F.O.B. Hillsboro, Texas; building quote includes freight of the building to the accessible site in Nassau County Florida and crane to offload the building.

CXT Precast Products, Inc. for the Cortez Flushing Toilet Building is a piggyback purchase provided from the City of Port St. Lucie- Contract No. 20030084-BM, contract revised expiration date: 9/30/05.

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens:
Increase to Parks and Recreation Repairs and Maintenance budget to maintain facility.

Action requested and recommendation: Request the Board to authorize the purchase of the Cortez Flushing Toilet Building in the amount of \$34,593.10, and the chair to sign the Condition of Sale on the Restroom Facility for North End Nature Center and Marine Park.

Is this action consistent with the Nassau County Comprehensive Land Use Plan?

Funding Source:

Land & Water Conservation Fund Grant	\$ 200,000.00
60728572 North End Marine Park (360 Grant Fund)	\$ 219,259.65

Reviewed by:

Department Head

Daniel Salmon

Legal

Finance

Administrator

[Signature]

Grants

[Signature]

05 AUG -9 AM 10: 01

RECEIVED
COUNTY COORDINATOR'S
OFFICE

APPROVED

DATE 8/22/05 *[Signature]*

Subject to the County Attorney providing a ~~letter~~ written opinion to the Board & Clerk that it meets the piggyback provisions.

Agenda Request For: August 22, 2005

Department: Parks and Recreation Department

Background: North End Nature Center and Marine Park- LWCF Project No. 12-000428.

Restroom Facility quotation for \$ 34,593.10 on the Cortez Flushing Toilet Building is as follows:

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CXT Precast Products, Inc. for the Cortez Flushing Toilet Building is a piggyback purchase provided from the City of Port St. Lucie- Contract No. 20030084-BM, contract revised expiration date: 9/30/05.

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Increase to Parks and Recreation Repairs and Maintenance budget to maintain facility.

Action requested and recommendation: Request the Board to authorize the purchase of the Cortez Flushing Toilet Building in the amount of \$34,593.10, and the chair to sign the Condition of Sale on the Restroom Facility for North End Nature Center and Marine Park.

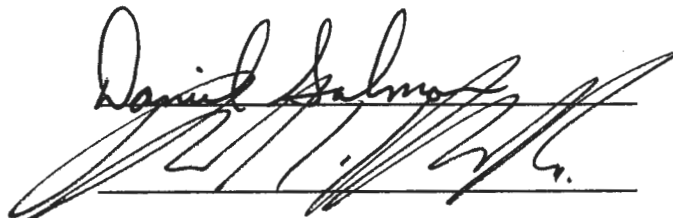
Is this action consistent with the Nassau County Comprehensive Land Use Plan? _____

Funding Source:

Land & Water Conservation Fund Grant	\$ 200,000.00
60728572 North End Marine Park (360 Grant Fund)	\$ 219,259.65

Reviewed by:

Department Head



Legal

Finance

Administrator

Grants

Agenda Request For: August 22, 2005

Department: Parks and Recreation Department

Background: North End Nature Center and Marine Park- LWCF Project No. 12-000428.

Restroom Facility quotation for \$ 34,593.10 on the Cortez Flushing Toilet Building is as follows:

- Cortez pre-cast concrete flush toilet building, in an integral earth tone color, split face texture exterior walls and simulated delta ribbed textured roof, with interior and exterior lights, electric exhaust fans and hand dryers, Marine Package, Insta-hot hot water heaters, stainless steel mirror, and with vitreous china fixtures, pre plumbed and pre wired. F.O.B. Hillsboro, Texas; building quote includes freight of the building to the accessible site in Nassau County Florida and crane to offload the building.

CXT Precast Products, Inc. for the Cortez Flushing Toilet Building is a piggyback purchase provided from the City of Port St. Lucie- Contract No. 20030084-BM, contract revised expiration date: 9/30/05.

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens:
Increase to Parks and Recreation Repairs and Maintenance budget to maintain facility.

Action requested and recommendation: Request the Board to authorize the purchase of the Cortez Flushing Toilet Building in the amount of \$34,593.10, and the chair to sign the Condition of Sale on the Restroom Facility for North End Nature Center and Marine Park.

Is this action consistent with the Nassau County Comprehensive Land Use Plan?

Funding Source:

	LWCF# 12-00428	
Land & Water Conservation Fund Grant	→	\$ 200,000.00
60728572 North End Marine Park (360 Grant Fund)	→	\$ 219,259.65

Funding available as stated. Category 8/11/05 Reimbursable grant.

Reviewed by:

Department Head

Daniel Salmon

Legal

Finance

Administrator

Grants

CONTRACT EXTENSION FORM

Date: August 16, 2004
Contract #: 20030084-BM
Contract Title: Pre-cast Restrooms
Contractor's Name: CXT Precast Products, Inc..
Current Expiration: 9/30/04
Revised Expiration: 9/30/05

The above contract is hereby extended pursuant to Section XXI until the date indicated above. All other terms and conditions of the original contract and/or Addenda are unchanged, with the exception that the City's performance and obligation to pay is contingent upon an annual appropriation by City Council for the period of this contract beyond September 30th of this year.

As a result of the Contractor's offer to provide the "Renewal Option" as specified in the original contract, the following modifications to the original contract will become effective October 1, 2004.

1. The contract is extended to include the period October 1, 2004 through September 30, 2005.
2. Prices applicable to the above period will be as stated in original contract with price adjustment after October 15, 2004. This price adjustment will be negotiated based on the City's needs and product options as well as current market conditions.
3. All other terms and conditions of the original contract and/or Addenda apply.

IN WITNESS WHEREOF, the parties have executed this contract at Port St. Lucie Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By: Donald B Hooper
City Manager

ATTEST:

By: Laura A. Phillips
City Clerk

By: Gary Burger GARY BURGER MARKETING MANAGER
Authorized Representative of CXT Precast Products, Inc..

State of: Texas

County of: Hill

Before me personally appeared: Gary Burger
(Please Print)

Please check one:

Personally known

Produced Identification: Driver's License
(Type of Identification)

Identification No. 20398404

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.
(he/she)

WITNESS my hand and official seal, this 23rd day of August, A.D. 2004.

Jill Burleson
Notary Signature

Notary Public-State of Texas at Large

My Commission Expires 9-16-06.



(seal)



CITY OF PORT ST. LUCIE

A CITY FOR ALL AGES

CONTRACT LETTER OF TRANSMITTAL

DATE: October 1, 2003

TO: CXT PRECAST PRODUCTS, INC
901 N. HIGHWAY 77
HILLSBORO, TX 76645

RE: CONTRACT: #20030084

FROM: CITY CLERK'S OFFICE
CITY OF PORT ST. LUCIE
121 SW PORT ST. LUCIE BLVD.
PORT ST. LUCIE, FL 34984

PLEASE FIND ENCLOSED:

- FULLY EXECUTED ORIGINAL CONTRACT FOR YOUR FILES
- FULLY EXECUTED COPY OF THE CONTRACT FOR YOUR FILES
- OTHER:

Mary
MARY HORNBECK
DEPUTY CITY CLERK
CITY CLERK'S OFFICE

88481
145286
22.82
CR137

**CITY OF PORT SAINT LUCIE
CONTRACT FORM**

Contract #20030084-BM, Pre-Cast Restroom Units

This CONTRACT, executed this 15th day of OCTOBER, 2003, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and CXT Precast Products, Inc., a division of L.B. Foster Co., 901 N. Highway 77, Hillsboro, TX 76645, telephone No. (254) 580-9100, fax No. (254) 580-9200, hereinafter called "Contractor", party of the second part.

CONTRACT SUPERVISOR

As used herein the contract supervisor shall mean Bradley Keen, Parks & Recreation Department for the City of Port St. Lucie, at (772) 871-4005 or his/her designee.

RECITALS

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

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

The specific work which the Contractor has agreed to perform pursuant to the Bid Specifications, Bid #20030084-BM, made a part of this Contract, is to provide and deliver a standard Cortez precast concrete double flush toilet building for Turtle Run Park located in Port St. Lucie, Florida, at a total cost of \$34,593.10. This will include freight F.O.B. destination, crane service to offload the building onto accessible prepared site at Turtle Run Park and calculations and engineer's stamped drawings. The building will be stubbed out with water, sewer and electrical hookups. The connection of the building to the utility services will be done by the City of Port St. Lucie. Delivery of unit will be within 90 days from receipt of Purchase Order by Contractor. This contract stipulates, according to Bid Specifications in Bid #20030084-BM, that possible future pre-cast restrooms, as requested by the City's Parks & Recreation Department, may be needed. The single unit, Little Bear Model, would be available from CXT Precast Products, Inc. at the price of \$33,562.00 as per bid response.

**SECTION II
TIME OF PERFORMANCE**

Contract period shall commence October 1, 2003 and terminate September 30, 2004 with four (4) yearly renewals thereafter if all parties are in agreement. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Contract Supervisor until all work specified in the bid specifications has been rendered.

SECTION III COMPENSATION

The total amount to be paid by the City to the Contractor is \$34,593.10 for the Cortez Model and \$33,562.00 for the Little Bear Model when specific units are ordered from Contractor. These amounts include restroom unit, delivery cost, placement of unit on prepared site, and the marine package. Payments will be disbursed in the following manner: Payments shall be made within thirty (30) days of receipt of Contractor's invoice, unless contractor has chosen to take advantage of the Purchasing Card Program which guarantees payment within several days. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and approved by Contract Supervisor as provided in Section XII. The contractor's invoice shall include a \$10.00 payment for indemnification as provided in Section V herein. All invoices and correspondence relative to this contract must contain the contract number appearing herein.

The Contractor shall not be paid additional compensation for any and/or 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 prosecution of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

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

SECTION IV CONFORMANCE WITH BID

It is understood that the materials and/or work required herein are in accordance with the bid made by the Contractor pursuant to the Invitation to Bid and Specifications on file in the Office of Management and Budget 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 V INDEMNIFICATION/INSURANCE

The Contractor shall indemnify, defend, and hold harmless the City, its representatives, employees and elected and appointed officials, from and against all claims, cause, demands, legal fees, cost of action, losses, damages or other expenses occasioned by any negligent act, conduct, error or omission by the City, or its agents, employees or subcontractors, in the performance of this contract, or occasioned wholly or in part by any negligent act, conduct, error or omission by the Contractor, or its agents, employees or subcontractors, in the performance of this contract. As consideration for this indemnity provision the Contractor shall be paid the sum of ten dollars (\$10.00) which will be added to the contract price, and paid prior to commencement of work.

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's, 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.

Worker's Compensation - The Contractor shall agree to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. Coverage must include Employers' Liability with a minimum limit of \$100,000 each.

Business Auto Policy - Selected Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all 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.

Commercial General Liability - Commercial General Liability for public liability during the lifetime of this contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the City shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

Additional Insured Requirements - Except as to Workers' Compensation and Employers' Liability, said Certificate(s) shall clearly state that coverage required by the contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its' Commercial General Liability. The name for the Additional Insured endorsement issued by the insurer shall read "City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents. Contract #20030084-BM". The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this agreement 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.

Waiver of Subrogation 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 an pre-loss agreement 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, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

Subcontractors - It shall be the responsibility of the Contractor to insure that all subcontractors comply with the same insurance requirements referenced above.

Deductible Amounts - All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this contract.

Umbrella or Excess Liability - Selected Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, or Employer's 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 Employer's 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**.

Right to Review - City, by and through its Risk Management Department reserves the right, but not the obligation, to review and reject any insurer providing coverage.

SECTION VI PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

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

SECTION VII WORK CHANGES

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

SECTION VIII 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 work done are to comply with all local state and federal laws and regulations.

SECTION IX 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. On completion of the work, Contractor shall remove all Contractors' equipment and all excess materials, and put the work area in a neat, clean and sanitary condition.

SECTION X NOTICE OF PERFORMANCE

When required materials have been delivered and required work performed Contractor shall submit a request for inspection in writing to the Contract Supervisor.

SECTION XI DELIVERY DOCUMENTATION

Where contract provides in whole or in part, for the sale and purchase of materials/product, the Contractor shall prepare a delivery ticket in triplicate for each shipment of material/product delivered to the City. The delivery ticket shall be signed by the Contract Supervisor (or his designee) receiving the material/product. One copy shall be given to the Contract Supervisor (or his designee) with the material/product, the Contractor shall retain one copy, and one copy shall accompany the Contractor's invoice.

SECTION XII 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 make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the contract documents and that the material and work is entirely satisfactory, the Contract Supervisor shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section III. If, on such inspection the Contract Supervisor is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise

on terms and conditions specified by the Contract Supervisor. Such examination, inspection, or tests made by the Contract Supervisor, at any time, shall not relieve Contractor of his responsibility to remedy any deviation, deficiency, or defect.

SECTION XIII 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.

SECTION XIV 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 XV 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.

SECTION XVI ASSIGNMENT

Contractor shall not delegate, sublet 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 XVII TERMINATION, DELAYS AND LIQUIDATED DAMAGES

A. Termination 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, or as modified as provided in this contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. On such termination, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work. The City may also in event of termination obtain undelivered materials, by contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred for such material. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and

utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City one hundred dollars (\$100.00) as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be liable to the City for the amount thereof.

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

The City may terminate this agreement with or without cause by giving the vendor/contractor thirty (30) days notice in writing. Upon delivery of said notice and upon expiration of the thirty (30) day period, the vendor/contractor shall discontinue all services in connection with the performance of this agreement and shall proceed to cancel promptly all existing contracts in so far as such contracts are chargeable to this agreement.

SECTION XVIII LAW AND VENUE

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

SECTION XIX REIMBURSEMENT FOR INSPECTION

The Contractor agrees to reimburse the City for any expenditures incurred by the City in the process of testing materials supplied by the Contractor against the specifications under which said materials were procured, if said materials prove to be defective, improperly applied, and/or in other manners not in compliance with specifications. Expenditures as defined herein shall include, but not be limited to, the

replacement value of materials destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies provided in the contract.

SECTION XX APPROPRIATION APPROVAL

The Contractor acknowledges that this contract is subject to approval by City Council of budget appropriation for the contract period beyond September 30th of fiscal year. The Contractor agrees that, in the event such appropriation is not forthcoming, this contract may be terminated by the City and that no charges, penalties or other costs shall be assessed.

SECTION XXI RENEWAL OPTION

The City reserves the right to use this bid award for future needs upon mutual approval for one year with four (4) individual subsequent yearly renewals. In the event Contractor offers in writing, prior to the expiration of this contract, to provide the identical services required in this contract for the identical period of time in the subsequent calendar period, the City agrees that said services/products are required and that the cost is acceptable, then the City, without additional bidding or negotiation, may, with the mutual agreement of the Contractor, extend this contract for the additional term.

NOTE: Response to this option should be submitted three (3) months prior to the termination of the contract period.

SECTION XXII ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the parties have executed this contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By: Ronald B Cooper
City Manager

ATTEST:

By: Karen A Phillips
City Clerk

By: Al Lby
Authorized Representative of CXT Precast Products, Inc., a division of L.B. Foster Co.

State of: Texas

County of: Hill

Before me personally appeared: David Rogers (Please Print)

Please check one:

Personally known

Produced Identification/Type of Identification _____

Identification No. _____

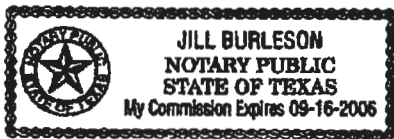
and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____, A.D. 2002.

Jill Burleson
Notary Signature

Notary Public-State of Texas at Large.

My Commission Expires 9-16-06.



(seal)



CITY OF PORT ST. LUCIE

CITY CLERK'S OFFICE

.....

A CITY FOR ALL AGES

LETTER OF TRANSMITTAL

DATE: AUGUST 27, 2004

TO: CXT PRECAST PRODUCTS, INC
901 N. HWY. 77
HILLSBORO, TX 76645

RE: CONTRACT: #20030084
PRE-CAST RESTROOM UNIT

CITY CLERK'S OFFICE
CITY OF PORT ST. LUCIE
121 SW PORT ST. LUCIE BLVD.
PORT ST. LUCIE, FL 34984

PLEASE FIND ENCLOSED:

- FULLY EXECUTED ORIGINAL FOR YOUR FILE.
- FULLY EXECUTED COPY OF THE CONTRACT FOR YOUR FILE.
- OTHER:

SINCERELY,

A handwritten signature in cursive script that reads "Mary Hornbeck".

MARY HORNBECK
DEPUTY CITY CLERK
CITY CLERK'S OFFICE

April 19, 2005



Quotation No.# T0504-00706

Dan Salmon / Director
Nassau County Building Maintenance Dept.
45195 Musselwhite Road
Callahan, FL 32011

Dear Dan:

We have the pleasure of offering for your consideration the following quotation, subject to the conditions of acceptance listed, which together constitutes our formal offer.

Our quotation for the Cortez flush toilet building is as follows:

Per Building

The standard Cortez precast concrete flush toilet building, in an integral earthtone color, split face textured exterior walls and simulated delta ribbed textured roof, with interior and exterior lights, electric exhaust fans and hand dryers, Marine Package, Insta-hot hot water heaters, stainless steel mirrors, and with vitreous china fixtures, pre-plumbed & pre-wired; F.O.B. Hillsboro, Texas; building quote includes freight of the building to the accessible site in the Nassau County, Florida area and crane to offload the building.

\$34,593.10 EA

Total \$34,593.10 EA

Tax is not included in this quotation.

ALL PLUMBING IS TESTED PRIOR TO SHIPMENT. HOOK-UP BY CUSTOMER MUST BE DONE WITHIN 24 HOURS OF DELIVERY WHILE A CXT REPRESENTATIVE IS ON SITE TO REPAIR ANY LEAKS WHICH MAY DEVELOP DURING TRANSPORTATION. ANY HOOK-UP DONE AFTER THIS TIME PERIOD, WHICH DEVELOPS MINOR LEAKS, WILL BECOME THE RESPONSIBILITY OF THE CUSTOMER.



A Subsidiary of L.B. Foster Company

CXT Precast Products
3808 North Sullivan Road, Bldg. 7
Spokane, WA 99216
Fax 509-928-8270 • Phone 509-921-8766
Toll Free 800-663-5789
Email: info@cxtinc.com • www.cxtinc.com

CONDITIONS OF SALE

1. Taxes

Prices exclude all Federal/State/Local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.

2. Payment Terms

Payment to CXT by the purchaser shall be made net 30 days after the submission of the invoice to the purchaser. Interest at the rate of 1.5% per month will be charged monthly on all unpaid invoices beginning the 35th day (includes 5 day grace period) from the date of the invoice. Under no circumstances can a retention be taken. These terms are available upon approval of credit.

3. Quotation Term

This offer is subject to acceptance within 60 days from the date of this quotation. After that time, prices are subject to change without notice.

4. Delivery

Delivery will be scheduled immediately upon receipt of written customer approval of all building submittals, building worksheet(s) and signed contract/purchase order.

5. Fuel Costs

Fuel costs for crane and freight have been quoted at fuel prices furnished at the time of quotation. If at the time of delivery and installation these costs have risen, CXT reserves the right to adjust the freight and crane costs to reflect the fuel costs furnished at the time of delivery.

6. Responsibilities of the Customer

- A. Stake exact location building is to be set, including orientation.
- B. Provide clear and level site, free of overhead and/or underground obstructions.
- C. Provide site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements.
- D. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles from State highway and/or main county road to site. CXT reserves the right to charge the customer for additional costs incurred for special equipment required to perform delivery and installation.

E. Customer is responsible for all permits required.

7. Access to Site

Delivery will be made in normal highway trucks and trailers. If at the time of delivery conditions of access are hazardous or unsuitable for truck equipment for any reason, CXT will negotiate extra costs to ensure a safe and quality installation to the chosen site or will agree to an alternative site with better access.

To safely offload the facility referred to within this quotation, CXT must have clear and unobstructed access next to the gravel pad or hole where the facility will be placed. CXT is not responsible for cracked or damaged roads, driveways, sidewalks or aprons that are in the path of the delivery trucks or cranes at the final offloading site. Should CXT be required to obtain a larger crane than quoted due to site amenities or hardscapes, CXT will charge the customer the difference between the crane originally quoted, and the one that was hired in order to successfully offload the facility safely and efficiently.

8. Customer Installation

- A. If the customer opts to self-install the building, CXT can provide a drawing of the recommended lifting/rigging arrangement plus the four special lifting plates for the buildings itself with a **refundable deposit of \$1,000.00** payable by credit card **only**. The customer must return lifting plates and hardware to CXT (at customers cost) within 2 weeks (14) days or a \$1,000.00 fee will be charged to the customer credit card.
- B. It is highly recommended that you use our lifting/rigging arrangements. The CXT arrangements will help prevent damage to the building. *CXT will not take responsibility for any damage/accidents to the building or workers during the **use or non-use** of our recommended lifting/rigging arrangements.*
- C. CXT recommends a base approximately 6 inches deep of 3/4" minus road base gravel. The base should be compacted and level.

9. Equipment Required for Lifting and Setting Building (If Self-Installing)

The following is to be provided by the installer.

- A. Crane of appropriate capacity to lift and place building onto designated site.
- B. Four (4) equal length cable or nylon chokers of a minimum 25'0" length.
- C. Four (4) 3/4" shackles to couple to CXT lifting plates.
- D. Four (4) softeners (wood or plastic) to protect roof edge where chokers make contact.

10. CXT Warranty

CXT warrants that all structures sold pursuant hereto will, when delivered, conform to specifications set forth in the request for bids provided by the Customer. Structures shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within one (1) year of delivery. It is specifically understood that CXT's obligation hereunder is for credit or repair only. CXT will repair structural defects against materials and workmanship for one (1) year from date of delivery provided CXT is first given the opportunity to inspect said structure. CXT warrants all components sold within all structures pursuant here to when delivered within structures. Components deemed accepted and meeting specifications shall be warranted for a period of one (1) year against defects in the materials and/or workmanship from said date of delivery. CXT is not responsible for components that are damaged due to misuse, acts of violence, negligence, acts of God, or accidents.

This warranty shall not apply to:

- 1) Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely effect the stability or reliability thereof;
- 2) To any goods which have been subject to misuse, negligence, acts of God, or accidents;
- 3) To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

11. Disclaimer of Other Warranties

THE WARRANTY SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED. CXT MAKES NO OTHER WARRANTY EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

12. Limitation of Remedies

In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages.

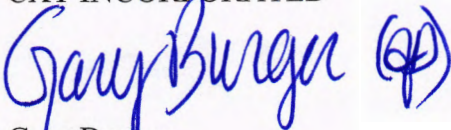
13. Acceptance

The foregoing terms will be deemed accepted in full by signature below and return of one copy to CXT, subject to customer credit approval. A copy of any applicable form of payment security device (i.e. payment bonds) available to CXT shall be included with the signed copy of this agreement.

We trust that the foregoing accurately confirms acceptable terms of sale. If however, there should be any matters in which you require further information, please do not hesitate to call the undersigned.

Thank you for your interest.

Sincerely,
CXT INCORPORATED

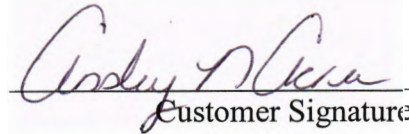


Gary Burger
National Sales Manager

FEDERAL I.D. 91-1498605

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

Offer accepted as above:



Customer Signature
Ansley N. Acree, Chairman
Name and Title

August 22, 2005
Date

Number of Buildings Ordered

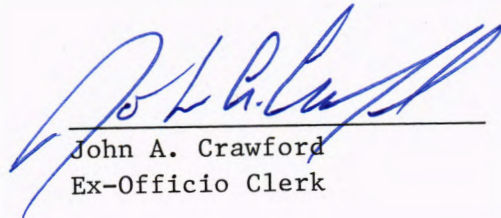
If you are requesting lifting plates, please provide us with the following information.

Credit Card #

Name:
(Exactly as it appears on credit card)

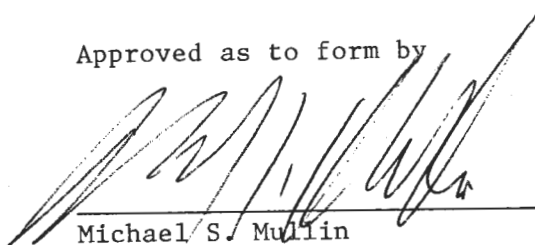
Expiration Date:

ATTEST:



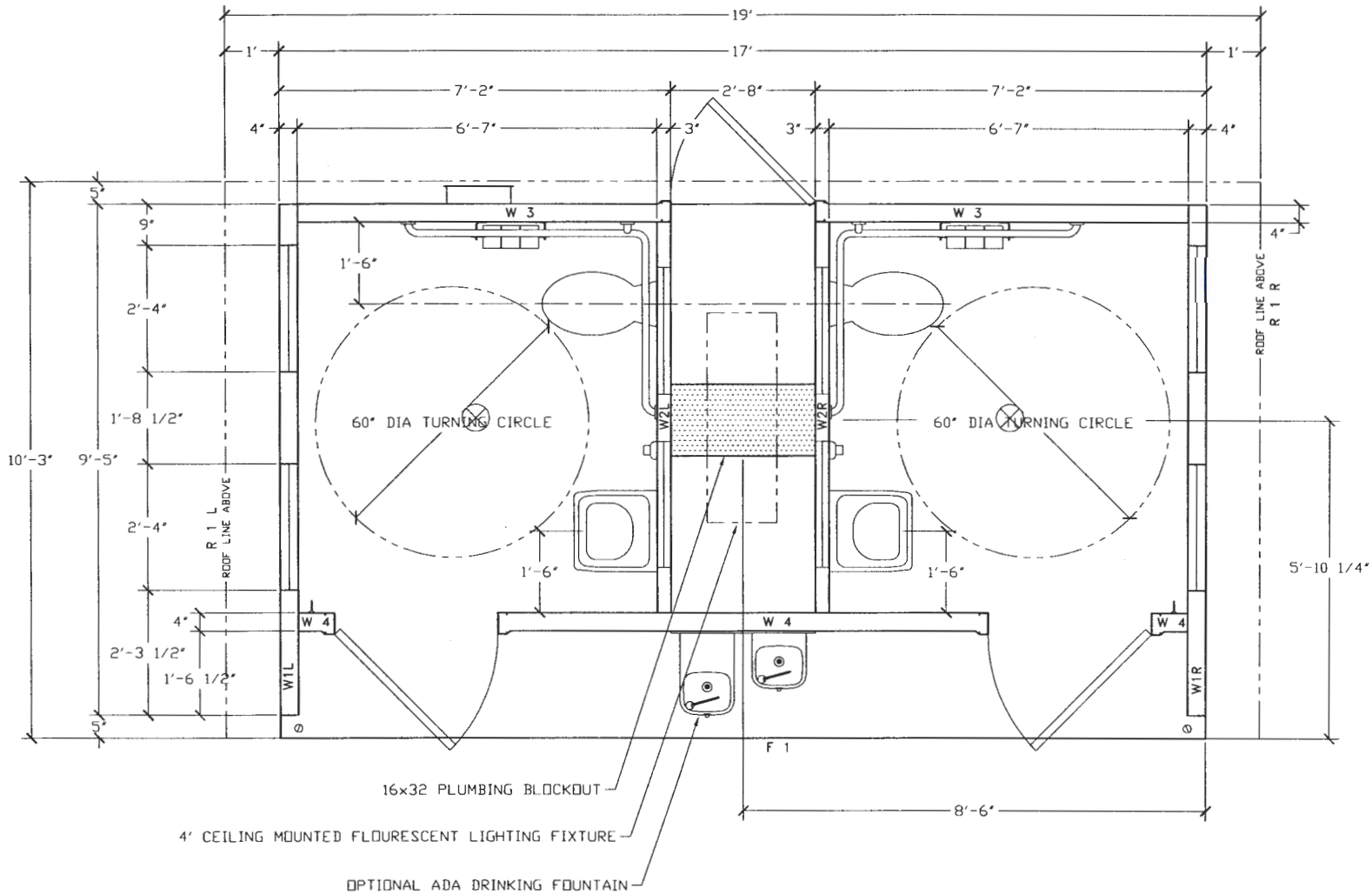
John A. Crawford
Ex-Officio Clerk

Approved as to form by



Michael S. Mullin
County Attorney

T0504-00706



PROJECT TITLE
CORTEZ
CXT STANDARD BUILDING

NOTICE

The information contained herein is proprietary and the exclusive property of CXT Incorporated. The information may only be used by the original recipient for the purpose intended. Reproduction or distribution of this information is strictly prohibited without the prior written consent of CXT Incorporated. By allowing use of this information, CXT Incorporated grants no warranty, express or implied, including a warranty of merchantability or of fitness for a particular purpose.

CXT Incorporated

REV.	DESCRIPTION	APPROVAL	DATE
SCALE	1/2"=1'-0"	DATE	03-28-05
DRAWN		FILE NO.	PD-C204
CHECKED		PLOT	24

FLOOR PLAN

DWG NO.	SHEET	REV.
CZ-04		

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/24/2005

PRODUCER
The HDH Group, Inc. P&C
US Steel Tower, Suite 1100
600 Grant Street
Pittsburgh, PA 15219-2804

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: **St. Paul Travelers**

25658

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURED
CXT, Inc.
415 Holiday Drive
Pittsburgh, PA 15220

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	8100308B464TIL05	01/01/05	01/01/06	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

** Supplemental Name **

L.B. Foster Company
CXT, Inc.

(See Attached Descriptions)

COPY

CERTIFICATE HOLDER

CANCELLATION

Nassau County, a political subdivision of the State of FL, its officers, employees and agents
45195 Musslewhite Rd.
Callahan, FL 32011

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Donald H. Nelson

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
CLE-001418147-01

PRODUCER
Marsh USA Inc.
Six PPG Place, Suite 300
Pittsburgh, PA 15222
Attn: Myles Rooney (412) 552-5160

051823-ALL-05/06 CXT-P

INSURED
CXT, INC.
L. B. Foster Company
ATTN: David Russo
PO Box 2806
Pittsburgh, PA 15230

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

COMPANY A	STEADFAST INSURANCE COMPANY
COMPANY B	ZURICH INSURANCE COMPANY
COMPANY C	SENTRY INSURANCE COMPANY
COMPANY D	

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT <input checked="" type="checkbox"/> DEDUCTIBLE - \$250,000/occ. <input checked="" type="checkbox"/> \$1,000,000 Ded. Aggregate	SCO 3872553-03	01/01/05	01/01/06	GENERAL AGGREGATE \$ 2,000,000
	PRODUCTS - COMP/OP AGG \$ 2,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 300,000 MED EXP (Any one person) \$ 10,000				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
B	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	AUC 9378203-01	01/01/05	01/01/06	EACH OCCURRENCE \$ 5,000,000
					AGGREGATE \$ 5,000,000
C	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	90-14714-01 (AOS))	01/01/05	01/01/06	<input checked="" type="checkbox"/> WC STATUTORY LIMITS EL EACH ACCIDENT \$ 1,000,000
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:	90-14714-02 (MA & OR)	01/01/05	01/01/06	EL DISEASE-POLICY LIMIT \$ 1,000,000 EL DISEASE-EACH EMPLOYEE \$ 1,000,000
	OTHER				

COPY

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
RE: Contract #20030084-8M
Produce, Deliver and Install Precast Concrete Restroom Nassau County, a political subdivision of the State of Florida, its officers, employees and agents are named Additional Insured but only with regard to those sums that L. B. Foster Company becomes legally obligated to pay as damages because of bodily injury or property damage to which this general liability

CERTIFICATE HOLDER
Nassau County
a political subdivision of the State of Florida
its officers, employees and agents
ATTN: Dan Salmon
45195 Mussewhite Road
Callahan, FL 32011

CANCELLATION
SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.
BY: R Scott Holden *R. Scott Holden*
MM1(3/02) VALID AS OF: 10/25/05

Agenda Request For: August 9, 2006

Department: Parks and Recreation Department

Background: Request the authorization to purchase a Cortez Flushing Toilet Building for the John Muir Ecological Park under the existing agreement with CXT Pre-cast Products, Inc.

Supporting Information:

Purchased of the Cortez Flushing Toilet Building under agreement with CXT Pre-cast Products, was piggyback purchase provided from the City of Port St. Lucie- Contract No. 20030084-BM for the North End Nature Center and Marine Park.

Restroom Facility quotation for\$ 34,593.10 on the Cortez Flushing Toilet Building is as follows:

- Cortez pre-cast concrete flush toilet building, in an integral earth tone color, split face texture exterior walls and simulated delta ribbed textured roof, with interior and exterior lights, electric exhaust fans and hand dryers, Marine Package, Insta-hot hot water heaters, stainless steel mirror, and with vitreous china fixtures, pre plumbed and pre wired. F.O.B. Hillsboro, Texas; building quote includes freight of the building to the accessible site in Nassau County Florida and crane to offload the building.

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens:
Increase to Parks and Recreation Repairs and Maintenance budget to maintain facility.

Action requested and recommendation: Request the Board to authorize the purchase of the Cortez Flushing Toilet Building from CXT Pre-cast Products Inc. for the John Muir Ecological Park in the amount of \$34,593.10.

Is this action consistent with the Nassau County Comprehensive Land Use Plan? N/A

Funding Source: 01720572-563719 David Yulee Park/John Muir

Reviewed by:

Department Head

Daniel Salner

Legal

Administrator

[Signature]

Finance

Administrative Service

Grants

Revised 09/05

06 JUL 20 PM 4: 15

COUNTY CLERK'S OFFICE

APPROVED

DATE 8/9/06
a